Agenda Notice of Meeting Polk City | City Council *******

September 28, 2020 | 6:00 pm City Hall | Council Chambers Due to Covid-19 Mayor and Council will meet via ZOOM Public Meeting participation is via phone only Call in local 515-329-8019 Toll-Free 833-329-8019 Participant Code 593054 Public can also provide comments directly to support@polkcityia.gov

*any comments received before the time of the meeting will be made a part of the public hearing

Broadcast playback will be available at https://polkcityia.gov/page/LiveStream

Jason Morse | Mayor David Dvorak | Pro Tem City Council Members: Jeff Walters | Mandy Vogel | Ron Anderson | Rob Sarchet

1. Call to Order

- 2. Roll Call
- 3. Approval of Agenda
- 4. **Public Comments:** This is the time and place for comments for any item other than those that are a Public Hearing. If you wish to speak, please contact the City Clerk by 5pm on the date of the meeting by email at <u>jgibbons@polkcityia.gov</u> with your name and address for the record including the phone number you will be calling in with. The Mayor will recognize you for five minutes of comment during which time your line will be unmuted.

5. Consent Items

- a. City Council Meeting Minutes for September 14, 2020
- b. City Council Work Session Meeting Minutes for September 14, 2020
- c. Receive and file the September 21, 2020 P&Z Commission Meeting Minutes
- d. Claims listing September 28, 2020
- e. August 2020 Finance Report
- f. Ongoing Utility Billing Assistance Program
- g. 5-year Staffing Plan
- h. Receive and file the August 2020 Police Department Report
- i. Resolution 2020-113 setting Public Hearing on October 26, 2020 at 6pm for FY 20/21 Budget Amendment
- j. Receive and file the August 2020 Fire Department Report
- k. Resolution 2020-109 setting Public Hearing on October 12, 2020 at 6pm for the sale of property located at 510 S 3rd Street, Polk City, Iowa

6. Business Items

- a. Resolution 2020-105 approving Preliminary Plat and Final Plat Stanley Plat 1
- b. Resolution 2020-106 approving an Agreement to Complete and Final Plat for Big Creek Valley Plat 2
- c. Resolution 2020-107 approving the Final Plat for Big Creek Technology Campus Plat 5

- d. Resolution 2020-108 approving Lakes Early Learning Center Site Plan
- e. Approve property purchase agreement with Knapp Properties for 57 acres in the amount of \$800,000
- f. Approve Regional Park Master Plan RFP
- g. Second reading and waive the third reading of Ordinance 2020-1300 on the vacation of a 50' Buffer Easement and a 20' Surface Water Flowage Easement in Big Creek Technology Campus Plat 3
- h. Big Creek Technology Campus Plat 4
 - i. Resolution 2020-110 approving the Preliminary Plat
 - ii. Resolution 2020-111 approving Construction Drawings
 - iii. Approving Resolution 2020-112 approving the Final Plat subject to developer providing required Subdivision Bond
- i. Award Facility Needs Assessment contract to Shive Hattery for an amount not to exceed \$33,500
- j. First Reading of Ordinance 2020-1600 Stop and No Parking
- k. Second Reading of Ordinance 2020-1500 rezoning 31.8 acres located in the vicinity of 220 E Vista Lake Avenue from M-1, C-2, R-2 and R-3 to R-1 Single Family
- 1. Approve Snyder Engineering July 2020 invoice in the amount of \$38,189.50

7. Reports & Particulars

Mayor, Council, City Manager, Staff, Boards, and/or Commissions

- 8. Closed Session under Code of Iowa; Chapter 21 Official Meetings open to Public; section 5 Closed Session; sub paragraph 1.j To discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed
- 9. (Optional) Take action on closed session item

10. Adjournment

--next meeting date October 12, 2020

MEETING MINUTES The City of Polk City City Council Meeting 6:00 p.m., September 14, 2020 City Hall – VIA ZOOM

Polk City, City Council held a meeting via ZOOM at 6:00 p.m., on September 14, 2020. The Agenda was posted at the City Hall office as required by law. These tentative minutes reflect all action taken at the meeting.

- 1. Call to Order | Mayor Morse called the meeting to order at 6:03 p.m.
- 2. Roll Call | Walters, Vogel, Dvorak, Anderson, Sarchet | In attendance via zoom

3. *Approval of Agenda MOTION:* A motion was made by Sarchet and seconded by Vogel to approve the meeting agenda *MOTION CARRIED UNANIMOUSLY*

4. Public Hearings

- a. Polk City's 5-year Capital Improvement Plan (CIP)
 - Mayor Morse opened the Public Hearing at 6:04 p.m. on the proposed adoption of a 5-year Capital Improvement Plan (CIP) for Polk City. City Clerk, Jenny Gibbons, said the notice was published September 4, 2020 and 1 comment had been received for the CIP from Mark Lambert, 811 Edgewater Drive. Gibbons read the comments and made them part of the record. City Manager Huisman provided an overview. *MOTION:* A motion was made by Sarchet and seconded by Walters to close the public hearing at 6:07 p.m. *MOTION CARRIED UNANIMOUSLY*
 - ii. MOTION: A motion was made by Sarchet and seconded by Vogel to approve Resolution 2020-97 adopting a 5-year Capital Improvement Plan (CIP) for Polk City.
 MOTION CARRIED UNANIMOUSLY
- b. Proposed amendment to the 2016 Polk City Comprehensive Plan Entitled "Imagine Polk City A Bridge to the Future"
 - i. Mayor Morse opened the Public Hearing at 6:08 p.m. on the proposed amendment to the 2016 Polk City Comprehensive Plan. City Clerk, Jenny Gibbons, said the notice was published September 4, 2020 and no comments had been received for or against the amendment. City Engineering Representative, Kathleen Connor provided a report.

MOTION: A motion was made by Anderson and seconded by Dvorak to close the public hearing at 6:09 p.m. *MOTION CARRIED UNANIMOUSLY*

- ii. *MOTION:* A motion was made by Walters and seconded by Sarchet to approve Resolution 2020-98 approving an amendment to the Comp Plan for an area in the vicinity of 220 E Vista Lake Avenue *MOTION CARRIED UNANIMOUSLY*
- c. Petition to rezone 31.8 acres located in the vicinity of 220 E Vista Lake Avenue from M-1, C-2, R-2 and R-3 to R-1 Single Family
 - Mayor Morse opened the Public Hearing at 6:10 p.m. on the rezoning petition. City Clerk, Jenny Gibbons, said the notice was published September 4, 2020 and no comments had been received for or against the petition. City Engineering Representative, Kathleen Connor, provided a report.

MOTION: A motion was made by Dvorak and seconded by Anderson to close the public hearing at 6:17 p.m. *MOTION CARRIED UNANIMOUSLY*

ii. *MOTION:* A motion was made by Vogel and seconded by Dvorak to approve the first reading of Ordinance 2020-1500 rezoning 31.8 acres located in the vicinity of 220 E Vista Lake Avenue from M-1, C-2, R-2, and R-3 to R-1 Single Family *MOTION CARRIED UNANIMOUSLY*

5. Public Comments | NONE

6. Consent Items

MOTION: A motion was made by Walters and seconded by Dvorak to approve the consent agenda items. Sarchet commented on police body cameras and told Chief Siepker it was a good move and he is happy to see the whole department on board. Dvorak and Anderson also said the cameras are needed and it is money well spent.

- a. City Council Meeting Minutes for August 24, 2020
- b. City Council Work Session Meeting Minutes for August 24, 2020
- c. Receive and file the September 8, 2020 Parks Commission Meeting Minutes

- d. Claims listing September 14, 2020
- e. July 2020 Finance Report
- f. Resolution 2020-99 approving the FY20 Street Finance Report
- g. Approve \$19.23 per hour pay rate for new hire, Brittany Kincart, Deputy City Clerk
- h. Approve \$14 per hour pay rate for new hire, Bryce Duckett, Seasonal Public Works Maintenance
- i. Resolution 2020-100 approving a services agreement with Keltek for seven body-worn cameras and server migration, not to exceed \$17,420.90
- j. Approve \$23 per hour pay rate for new hire, Kent Gries, Part-time Police Officer
- k. Approve pay rates for the following new hires for the Fire Department
 - i. Michael Doyon, Paid-on-call Paramedic status at a part-time rate of \$18.13 per hour and paid-on-call rate of \$15.84
 - ii. Joshua Kling, Part-time Firefighter/Paramedic status at a part-time rate of \$18.13 per hour and paid-oncall rate of 15.84
 - iii. Cory Brooks, Paid-on-call Firefighter/EMT status at a part-time rate of \$14.21 per hours and paid-oncall rate of \$13.73, contingent on medical clearance
 - iv. Taylor Sauers, Paid-on-call EMT status at a part-time rate of \$14.21 per hour and a paid-on-call rate of \$13.73, contingent on medical clearance
 - v. Jordan Brown, Paid-on-call status without any certifications at a part-time rate of \$12.66 per hour and a paid-on-call rate of \$11.62, contingent on background and medical clearance
- 1. Receive and file the August 2020 Parks & Recreation Director Report
- m. Approve Public Works budgeted FY 20/21 pick-up truck and equipment purchase in the amount of \$49,947.84
- n. Resolution 2020-101 Setting Date for Public Hearing on Designation of the Expanded Polk City Area II Urban Renewal Area and on Urban Renewal Plan Amendment
- o. Approve purchase of City-wide Security Camera System in the amount of \$39,968.99
- p. Receive and file the August 2020 Library Board Meeting Minutes
- q. Receive and file the August 2020 Library Director Report
- r. Receive and file the August 2020 Library Mini Stats Report
- s. Receive and file the August 2020 Water Department Report

MOTION CARRIED UNANIMOUSLY

7. Business Items

a. *MOTION:* A motion was made by Vogel and seconded by Walters to approve Resolution 2020-102 accepting public improvements for Twelve Oaks Plat 3

MOTION CARRIED UNANIMOUSLY

- b. East Grimes Street and Deer Haven Street Intersection Repairs Project
 - MOTION: A motion was made by Vogel and seconded by Anderson to approve Resolution 2020-103 approving Change Order No. 1 in the amount of -\$144.70 MOTION CARRIED UNANIMOUSLY
 - MOTION: A motion was made by Sarchet and seconded by Walters to approve Resolution 2020-104 approving Pay App No. 4/sub-final in the amount of \$1282.50 MOTION CARRIED UNANIMOUSLY
- *MOTION:* A motion was made by Dvorak and seconded by Vogel to approve Engineering Services Agreement with Snyder and Associates in the amount of \$27,200 for the 2021 Street Repair Project *YES: Vogel, Dvorak, Anderson, Sarchet ABSTAIN: Walters*

MOTION CARRIED

d. Chelsea Huisman, City Manager reviewed three options with Council on conducting future Council Meetings in person, hybrid and continuing electronic. After discussion, the consensus of the majority of the Council was to continue with virtual meetings until further review of cases and the pandemic after the first of the year unless a major topic comes up and then it could be revisited sooner.

8. *Reports & Particulars* | Mayor, Council, City Manager, Staff, Boards, and/or Commissions

- Police Chief Siepker congratulated officer Alex Delaney for graduating the Police Academy.
- Fire Chief Mitchell thanked Mayor and Council for the work session. He said it was good conversation on the proposed staffing plan and he appreciates being allowed to offer input.
- Council Member Dvorak shared a thank you note from his dad for the flowers that brightened his day.
- Council Member Walters said public safety is a priority both with equipment and staff. The CIP will help Council make the right decisions going forward, and he said kudos to the PD for keeping the community as safe as possible.
- Council Member Anderson agreed with the input and said it was the right decision.
- Council Member Vogel thanked Mark Lambert for taking the time to read the CIP documents and provide feedback.

- Mayor Morse said the cameras for city facilities and the PD body cameras have been long overdue. He said he is happy the PD is on board. Mayor shared a letter of appreciation from resident, Bill Moore regarding the action and proper inaction of the PCFD in response to a fire at his home.
- **9.** *MOTION:* A motion was made by Anderson and seconded by Dvorak at 6:57 p.m. to enter into **Closed Session** under Code of Iowa; Chapter 21 Official Meetings open to Public; **section 5 Closed Session**; sub paragraph 1.j To discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed *MOTION CARRIED UNANIMOUSLY*
- 10. No action taken on closed session item
- 11. *MOTION:* A motion was made by Anderson and seconded by Dvorak at 7:17 p.m. to enter into **Closed Session** under Code of Iowa; Chapter 21 Official Meetings open to Public; **section 5 Closed Session**; sub paragraph 1.j To discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed *MOTION CARRIED UNANIMOUSLY*
- **12.** No action taken on closed session item

13. Adjournment MOTION: A motion was made by Anderson and seconded by Walters to adjourn at 7:46 p.m. MOTION CARRIED UNANIMOUSLY

Next Meeting Date - September 28, 2020

Jason Morse, Mayor

Attest

Jenny Gibbons, City Clerk

MEETING MINUTES The City of Polk City Work Session 4:30 p.m., Monday, September 14, 2020 City Hall Council Chambers – VIA ZOOM

A Council Work Session was held on September 14, 2020 at 4:30 p.m. via Zoom.

Mayor and City Council Members Present:	Staff Members Present:
Jason Morse Mayor	Chelsea Huisman City Manager
Dave Dvorak Pro Tem	Jenny Gibbons City Clerk
Jeff Walters City Council Member	Mike Schulte Public Works Director
Mandy Vogel City Council Member	Jamie Noack Library Director
Ron Anderson City Council Member	Jason Thraen Parks & Rec Director
Robert Sarchet City Council Member	Jeremy Siepker Police Chief
	Jim Mitchell Fire Chief

<u>Minutes</u>

City Manager, Chelsea Huisman provided an overview of the recommended Staffing Plan. Each department reviewed their needs and answered questions from the Council Members. Huisman reviewed the ideas for funding the plan. The Staffing Plan will be presented to Council at the next meeting for formal adoption.

As a follow up to the Stormwater Management presentation by Johnathon Swanson with Polk County, Staff researched how other metro communities are funding the programs. Huisman discussed planned changes to the subdivision ordinance to fix developer related issues regarding topsoil and referenced the Pleasant Hill Model for generating revenue to fund a stormwater program in Polk City. Staff will prepare additional information for next work session.

<u>Adjournment</u> – A Motion was made by Walters and seconded by Dvorak to adjourn at 6:00 p.m.

Jason Morse, Mayor

Jenny Gibbons, City Clerk

MEETING MINUTES The City of Polk City Planning and Zoning Commission 6:00 p.m., Monday, September 21, 2020

Polk City, Planning and Zoning Commission (P&Z) held a meeting at 6:00 p.m., on September 21, 2020 via ZOOM. The Agenda was posted at the City Hall office as required by law. **These tentative minutes reflect all action taken at the meeting.**

- 1. Call to Order | Chair Dietz called the meeting to order at 6:02 p.m.
- 2. Roll Call | Hankins, Triplett, Bowersox, Dietz, Ohlfest, Vogel, | In attendance via ZOOM Sires joined at 6:04 p.m.

3. Approval of Agenda MOTION: A motion was made by Ohlfest and seconded by Bowersox to approve the agenda. MOTION CARRIED UNANIMOUSLY

Approval of Meeting Minutes MOTION: A motion was made by Bowersox and seconded by Ohlfest to approve the August 17, 2020 meeting minutes.

MOTION CARRIED UNANIMOUSLY

5. Preliminary Plat and Final Plat for Stanley Plat 1 Chris Thompson, Cooper Crawford & Associates, LLC on behalf of First Choice Renovations was having technical difficulties so Kathleen Connor, City Engineering Representative provided a report on the project.

MOTION: A motion was made by Hankins and seconded by Triplett to recommend Council approval of the Preliminary Plat and Final Plat for Stanley Plat 1 subject to all staff and engineering comments dated September 16, 2020 being satisfactorily addressed.

MOTION CARRIED UNANIMOUSLY

6. Big Creek Valley Plat 2 – Final Plat, Kelsey Scallon, Shive-Hattery on behalf of MJR Development provided an overview of the continuation of the Big Creek Valley Development.
 MOTION: A motion was made by Hankins and seconded by Ohlfest to recommend Council approval of the Final Plat for Big Creek Valley Plat 2 subject to all staff & engineering comments dated September 16, 2020 being satisfactorily addressed.
 MOTION CARRIED UNANIMOUSLY

MOTION CARNED UNANIMOUSE I

7. Lakes Early Learning Center – Site Plan, Emily Feldman, Feldman Real Estate, reported she is looking to open a daycare in Polk City and has submitted a Site Plan to expand the existing building located in Lot 2 of Big Creek Technology Campus Plat 1 by 4,490 square feet to provide care of 118 kids from the Polk City and surrounding areas. She said Eric Thompson with Fox Engineering prepared the site plan submittal including parking, playground and updating drainage and all requirements. Kathleen Connor, Engineering representative said the applicant has addressed all the engineering comments including increasing detention and adding a second drive and updating light fixtures. Commission Member Hankins questioned the trail connection location and recommended deferral until a determination could be made. Emily Feldman requested a waiver for the cost of the improvements.

MOTION: A motion was made by Ohlfest and seconded by Sires to recommend Council approval of the Site Plan for Lakes Early Learning Center subject to deferral of the trail path. **MOTION CARRIED UNANIMOUSLY**

8. Amendment to the Urban Renewal Plan for the Polk City Area II Urban Renewal Area, Chelsea Huisman, City Manager reviewed proposal to add property into Polk City's URA II indicating it is mostly the Town Square area. The purpose would be to help further economic development of the Square. In addition to adding property the City would initiate an Administrative Program to capture TIF dollars to provide funds to Go Polk City/Chamber, pay Bond Counsel and pay a portion of salary and benefits of the City Manager and a portion of the cost of the City's Financial Advisor.

MOTION: A motion was made by Hankins and seconded by Ohlfest to recommend Council amend the Urban Renewal Plan for the Polk City Area II Urban Renewal Area.

MOTION CARRIED UNANIMOUSLY

9. Reports & Particulars

- Council Member Anderson said he appreciates the Commission keeping trail connections a priority and ensuring developer involvement. Anderson reported the Council has been busy discussing a Staffing Plan and looks forward to discussing the Urban Renewal Plan Amendment with the rest of the Council as it is near and dear to his heart to benefit the City with TIF dollars in addition to developers.
- City Manager Huisman tasked the Commission to review the Draft Subdivision Ordinance submitted by Staff and Engineering for discussion in October with the P&Z Commission. Kathleen Connor, City Engineering Representative said she would supply the Commission with a bullet list of major changes. Council Member Anderson reiterated the importance of bringing an approved draft to Council that gets better participation from developers in Polk City.
- Commission Member Hankins provided a report from the last Community Visioning meeting and mentioned the committee's desire to have a public input meeting in the Square later this fall.

10. Adjournment

MOTION: A motion was made by Triplett and seconded by Bowersox to adjourn at 6:41 p.m. MOTION CARRIED UNANIMOUSLY

Next Meeting Date - Monday, October 19, 2020

Attest:

Jenny Gibbons - City Clerk

CLAIMS REPORT		
CITY OF POLK CITY	DATED	9/28/2020
VENDOR	REFERENCE	AMOUNT
440-PRAXAIR DISTR. INC.	OXYGEN	\$ 270.84
ALLIANCE CONSTRUCTION	PAY APPLICATION #4	\$ 1,282.50
Amazon	LIBRARY BOOKS	\$ 1,053.67
AMAZON BUSINESS	HAND SANITIZER & STATIONS	\$ 886.71
ARDICK EQUIPMENT CO.	CREEKVIEW SIGNS	\$ 1,494.00
AT&T MOBILITY	CELL PHONE - SIMS CARDS	\$ 362.02
AUREON TECHNOLOGY	TECH SERVICES	\$ 3,163.00
BAKER & TAYLOR	LIBRARY BOOKS	\$ 302.90
Bound Tree Medical	MEDICAL SUPPLIES	\$ 267.11
BUSINESS PUBLICATIONS CORP	PUBLICATIONS	\$ 316.91
CANINE TACTICAL	K-9 TRAINING CHARITON	\$ 350.00
CENTER FOR EDUCATION & EMPLOYM	EMPLOYMENT LAW MANUAL	\$ 124.95
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	\$ 42.54
CHR TIRE AND AUTO	TIRES FOR 2019 FORD F-350	\$ 1,221.68
City of Ankeny	TIER RESPONSE	\$ 200.00
CITY OF ATLANTIC	DATABASE FOR BRAINFUSE HELPNOW	\$ 481.40
CITY OF DES MOINES	WRA	\$ 29,428.50
CITY OF POLK CITY	UB ASSISTANCE PROGRAM	\$ 294.71
Delta Dental	DENTAL INSURANCE	\$ 976.38
DOCTORS NOW WALK IN CARE	COVID TESTING	\$ 110.00
Electrical Eng & Equipment Co	ELECTRICAL SUPPLIES	\$ 69.74
FAIR & IMPARTIAL POLICING LLC	POLICE TRAINING	\$ 435.00
Ferguson Waterworks	EQUIPMENT REPAIRS	\$ 1,204.86
FIRST BANKCARD	SUPPLIES	\$ 4,885.94
GALL'S INC.	PATCHES	\$ 24.00
GRANGER MOTORS	CAR #21 PUMP REPLACEMENT	\$ 3,603.26
Gurnsey Electric Co	SPORTS COMPLEX LIGHT REPAIR	\$ 1,745.79
HAWKINS INC	CHLORINE	\$ 815.96
INTERSTATE POWERSYSTEMS	GENERATOR MAINTENANCE	\$ 3,975.47
IOWA ONE CALL	UNDERGROUND LOCATIONS	\$ 87.40
IOWA PLAINS SIGNING INC	BRUSH PILE SIGNAGE	\$ 2,000.00
IRON MOUNTAIN	OFFSITE SHREDDING SERVICE	\$ 90.56
KANSAS CITY LIFE INS. CO	OCTOBER 2020 LIFE INSURANCE	\$ 868.76
KELTEK	SYNOLGOGY REPLACEMENT LABOR	\$ 428.00
KEYSTONE LABORATORIES INC.	WATER TESTING	\$ 282.50
KIMBALL MIDWEST	DRILL BITS/SUPPLIES	\$ 552.19
MATT MEINERS	REIMBURSMENT - TESTING	\$ 225.30
MEDIACOM	INTERNET SERVICE	\$ 281.30
MEDIX OCCUPATN HEALTH -ORCA PC	EMPLOYMENT PHYSICAL - DOYON	\$ 676.50
MERCYONE NORTH PHARMACY	RX SUPPLIES	\$ 253.74
MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$ 3,983.76
NELSON AUTOMOTIVE	REPAIR PARTS	\$ 910.94
O'Halloran International Inc	REPAIR UNIT #405	\$ 2,015.53

UTILITY ACCOUNT	DEPOSIT REFUNDS	\$ 80.43
Perma-Bound	LIBRARY BOOKS	\$ 404.34
RACOM	RADIO SYSTEM	\$ 671.16
Sandry Fire Supply L.L.C.	FLUID FOR SMOKE MACHINE	\$ 187.00
TOTAL QUALITY INC.	LAWNCARE	\$ 585.28
UNITED HEALTHCARE	HEALTH INSURANCE	\$ 22,785.00
VAN-WALL EQUIPMENT	LEAF BLOWER USED FOR POT HOLES	\$ 296.82
VERIZON WIRELESS	PHONE AND DATA PLAN	\$ 1,655.78
Accounts Payable Total		\$ 98,712.13
GENERAL		\$ 46,708.52
ROAD USE		\$ 5,957.42
L.M.I		\$ 294.71
CAPITAL IMPROVEMENTS		\$ 2,482.50
WATER		\$ 9,060.67
SEWER		\$ 34,208.31
TOTAL FUNDS		\$ 98,712.13



Monthly Finance Report August 2020

Prepared By: Jenny Gibbons

GLRP	TGRP 9/24/20	CITY	OF POLK CITY	Ра	ige 1	
1	2:25	TREASU	RER'S REPORT	OF	PER: JG	
		CALENDAR 8/2	020, FISCAL 2	/2021		
		LAST REPORT			CHANGE IN	ENDING
ACC0	UNT TITLE	END BALANCE	RECEIVED	DISBURSED	LIABILILTY	BALANCE
)01	GENERAL	4,045,270.05	141,355.87	315,433.81	1,426.26	3,872,618.37
110	ROAD USE	185,536.82	36,167.92	45,019.64	67.32	176,752.42
111	I-JOBS	.00	.00	.00	.00	.00
125	TIF	42,574.37	.00	.00	.00	42,574.37
135	L.M.I	1,630,101.95	5,586.43	109.32	.00	1,635,579.06
L67	PC COMM. LIB TRUST	13,874.34	.00	.00	.00	13,874.34
.77	ASSET FORFEITURE	4,326.25	.00	.00	.00	4,326.25
00	DEBT SERVICE	227,251.99	.00	300.00	.00	226,951.99
801	CAPITAL IMPROVEMENTS	1,910,487.77	.00	1,639,243.96	.00	271,243.81
302	CAPITAL WATER PROJECT	2,255,960.40	.00	.00	.00	2,255,960.40
500	WATER	917,453.91	187,026.85	103,499.56	260.35	1,001,241.55
510	SEWER	898,169.35	155,716.95	56,263.46	224.59	997,847.43
570	SOLID WASTE/RECYCLING	21,039.79	22,007.71	.00	.00	43,047.50
920	ESCROW	.00	.00	.00	.00	.00
	Report Total	12,152,046.99	547,861.73	2,159,869.75	1,978.52	10,542,017.49

BANK CASH REPORT

UND	BANK NAME Gl name	JULY CASH BALANCE		AUGUST DISBURSMENTS	AUGUST Cash Balance	OUTSTANDING TRANSACTIONS	AUG BANK Balance
	Grinnell State Bank						
ANK							7,512,149.38
01	CHECKING - GENERAL	31,446.97	222,338.80	414,736.38	160,950.61-		
.0	CHECKING - ROAD USE	185,536.82	41,953.12	50,737.52	176,752.42	4,814.84	
1	CHECKING - I-JOBS	0.00	0.00	0.00	0.00		
2	CHECKING - EMPLOYEE BENEFIT	0.00	0.00	0.00	0.00		
5	CHECKING - TIF	42,574.37	0.00	0.00	42,574.37		
5	CHECKING - L.M.I.	911,059.09	5,586.43	109.32	916,536.20		
7	CHECKING - PC COMM. LIB TRUST	13,874.34	0.00	0.00	13,874.34		
7	CHECKING - FORFEITURE	4,326.25	0.00	0.00	4,326.25		
0	CHECKING - DEBT SERVICE	227,251.99	0.00	300.00	226,951.99		
1	CHECKING - CAPITAL PROJECT				271,243.81	1,590,543.96	
2	CHECKING - CAPITAL WATER PROJ		0.00	0.00	2,255,960.40		
0	CHECKING - WATER UTILITY		202,250.33	118,462.69	1,001,240.55	14,187.12	
0	CHECKING - SEWER UTILITY	898,168.35	163,249.09	63,571.01	997,846.43	11,277.22	
0	CHECKING-SOLID WASTE/RECYCLING	21,039.79	22,156.88	63,571.01 149.17 0.00	43,047.50		
0	CHECKING - ESCROW BANK ACCOUNT	0.00	0.00	0.00	0.00		
	DEPOSITS					7,622.07	
	WITHDRAWALS					323.65	
	Grinnell State Bank TOTALS	7,419,179.05	658,734.65	2,288,510.05	5,789,403.65	1,722,745.73	7,512,149.38
	LUANA SAV. BK MONEY MARKET						
NK	LUANA SAV. BK MONEY MARKET						1,643,301.71
1	Luana Savings Bank - M.M. Acco	923,004.70	1,255.15	0.00	924,259.85		
5	Luana Money Market Account	719,041.86	0.00	0.00	719,041.86		
	LUANA SAV. BK MONEY MARKET TOT	1,642,046.56	1,255.15	0.00	1,643,301.71	0.00	1,643,301.71
	GRINNELL STATE BK- C.D.						
NK	GRINNELL STATE BK- C.D.						1,080,521.37
1	GRINNELL STATE BANK CD	1,074,310.31	6,211.06	0.00	1,080,521.37		
	GRINNELL STATE BK- C.D. TOTALS	1,074,310.31	6,211.06	0.00	1,080,521.37	0.00	1,080,521.37
	GRINNELL STATE BK-MONEY MARKET						
NK	GRINNELL STATE BK-MONEY MARKET						452,269.60
1	SUPER MONEY MKT II	452 077 66	191.94	0 00	452,269.60		452,205.00
L							
	GRINNELL STATE BK-MONEY MARKET	452,077.66	191.94	0.00	452,269.60	0.00	452,269.60
	LUANA SAVINGS BANK CD						
NK	LUANA SAVINGS BANK CD						1,576,082.16
		1,563,994.41	12 087 75	0.00	1,576,082.16		, ., .
1	LUANA BANK C.D1.85%	1,303,334,41	12,001115	0100	1,570,002110		

BANK CASH REPORT

	fund		NAME NAME	JULY Cash Balance	AUGUST RECEIPTS	AUGUST DISBURSMENTS	AUGUST Cash Balance	OUTSTANDING TRANSACTIONS	AUG BANK Balance
--	------	--	--------------	----------------------	--------------------	------------------------	------------------------	-----------------------------	---------------------

TOTAL OF ALL BANKS	12,151,607.99	678,480.55	2,288,510.05	10,541,578.49	1,722,745.73	12,264,324.22

Thu Sep 24, 2020 2:26 PM

BUDGET REPORT CALENDAR 8/2020, FISCAL 2/2021

Page 1

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL Budget	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	3,953,696.00	315,433.81	701,666.07	17.75	3,252,029.93
	ROAD USE TOTAL	444,573.00	45,019.64	61,107.13	13.75	383,465.87
	TIF TOTAL	335,461.00	.00	.00	.00	335,461.00
	L.M.I TOTAL	36,000.00	109.32	623.71	1.73	35,376.29
	DEBT SERVICE TOTAL	342,120.00	300.00	300.00	.09	341,820.00
	CAPITAL IMPROVEMENTS TOTAL	759,793.00	1,639,243.96	1,639,243.96	215.75	879,450.96-
	CAPITAL WATER PROJECT TOTAL	500,000.00	.00	.00	.00	500,000.00
	WATER TOTAL	1,138,867.00	103,499.56	229,696.16	20.17	909,170.84
	SEWER TOTAL	1,473,685.00	56,263.46	145,241.98	9.86	1,328,443.02
	SOLID WASTE/RECYCLING TOTAL	87,370.00	.00	350.00	.40	87,020.00
	TOTAL EXPENSES BY FUND	9,071,565.00	2,159,869.75	2,778,229.01		6,293,335.99

BUDGET REPORT CALENDAR 8/2020, FISCAL 2/2021

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD Balance	PERCENT Expended	UNEXPENDED
	POLICE TOTAL	976,321.00	78,586.19	218,766.52	22.41	757,554.48
	CIVIL DEFENSE TOTAL	6,500.00	112.81	225.15		6,274.85
	FIRE TOTAL	,	44,297.78			
	BUILDING/HOUSING TOTAL		63,107.99			
	DOG CONTROL TOTAL	2,000.00	63.62	63.62	3.18	1,936.38
	PUBLIC SAFETY TOTAL	1,995,340.00	186,168.39	436,019.15		1,559,320.85
	ROAD USE TOTAL	564,772.00	61,958.67	82,279.28	14.57	482,492.72
	STREET LIGHTING TOTAL	60,000.00	8,375.88	8,418.04		51,581.96
	PUBLIC WORKS TOTAL	624,772.00	70,334.55	90,697.32	14.52	534,074.68
	ENV.HEALTH SERVICES TOTAL	15,000.00	.00	.00	.00	15,000.00
	HEALTH & SOCIAL SERVICES TOTA	15,000.00	.00	.00	.00	15,000.00
	LIBRARY TOTAL	361 980 00	31,363.09	61 527 58	17.00	300,452.42
	PARKS TOTAL		29,239.40			
	COMMUNITY CENTER TOTAL	15,000.00	1,650.90	2,557.85		12,442.15
	CULTURE & RECREATION TOTAL	809,498.00	62,253.39	127,830.99	15.79	681,667.01
	TIF/ECON DEV TOTAL	371,461.00	.00	.00	.00	371,461.00
	COMMUNITY & ECONOMIC DEV TOTA	371,461.00	.00	.00	.00	371,461.00
	MAYOR COUNCIL TOTAL	99,848.00	8,074.17	28,090.29	28.13	71,757.71
	POLICY ADMINISTRATION TOTAL	285,411.00	14,881.13	44,189.56		241,221.44
	CITY ATTORNEY TOTAL	61,000.00	2,476.64	5,936.64		55,063.36
	CITY HALL TOTAL	•	11,172.93	•		•
	OTHER CITY GOVERNMENT TOTAL	187,750.00	5,092.25	13,156.75		174,593.25
	GENERAL GOVERNMENT TOTAL	753,659.00	41,697.12	108,225.74	14.36	645,433.26
	DEBT SERVICE TOTAL	342,120.00	300.00	300.00	.09	341,820.00
	DEBT SERVICE TOTAL	342,120.00	300.00	300.00	.09	341,820.00
	CAPITAL IMPROVEMENT TOTAL WATER UTILITY TOTAL	759,793.00 500,000.00	1,639,243.96 .00	1,639,243.96 .00		879,450.96- 500,000.00
	CAPITAL PROJECTS TOTAL	1,259,793.00	1,639,243.96	1,639,243.96	130.12	379,450.96-

BUDGET REPORT CALENDAR 8/2020, FISCAL 2/2021

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT Expended	UNEXPENDED
S	ATER UTILITY TOTAL EWER UTILITY TOTAL ECYCLING TOTAL	1,138,867.00 913,892.00 87,370.00	103,499.56 56,263.46 .00	229,696.16 145,241.98 350.00	15.89	909,170.84 768,650.02 87,020.00
E	INTERPRISE FUNDS TOTAL	2,140,129.00	159,763.02	375,288.14	17.54	1,764,840.86
-	RANSFER TOTAL Eneral revenues total	759,793.00 .00	.00 109.32	.00 623.71		759,793.00 623.71-
Т	RANSFER OUT TOTAL	759,793.00	109.32	623.71	.08	759,169.29
Т	OTAL EXPENSES	========= 9,071,565.00	 2,159,869.75	2,778,229.01	 30.63	 6,293,335.99

Thu Sep 24, 2020 2:26 PM

REVENUE REPORT CALENDAR 8/2020, FISCAL 2/2021

Page 1

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	4,050,997.00	141,355.87	275,516.91	6.80	3,775,480.09
	ROAD USE TOTAL	445,000.00	36,167.92	93,634.25	21.04	351,365.75
	TIF TOTAL	335,461.00	.00	.00	.00	335,461.00
	L.M.I TOTAL	.00	5,586.43	5,586.43	.00	5,586.43-
	DEBT SERVICE TOTAL	339,525.00	.00	6,444.36	1.90	333,080.64
	CAPITAL IMPROVEMENTS TOTAL	759,793.00	.00	1,821,511.85	239.74	1,061,718.85-
	WATER TOTAL	1,174,000.00	187,026.85	355,968.33	30.32	818,031.67
	SEWER TOTAL	1,475,360.00	155,716.95	306,067.47	20.75	1,169,292.53
	SOLID WASTE/RECYCLING TOTAL	87,370.00	22,007.71	43,397.50	49.67	43,972.50
	TOTAL REVENUE BY FUND	8,667,506.00	547,861.73	2,908,127.10	33.55	5,759,378.90

BALANCE SHEET CALENDAR 8/2020, FISCAL 2/2021

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING - GENERAL	192,397.58-	160,950.61-
001-000-1725	ACCUM.DEPR LIBRARY BLDG	.00	.00
001-000-1745	ACCUM.DEPR PWD EQUIPMENT	.00	.00
001-000-1755	ACCUM.DEPR POLICE	.00	.00
001-000-1756	ACCUM.DEPR FIRE DEPT.	.00	.00
001-000-1805	ACCUM.DEPR SIDEWALKS	.00	.00
001-000-1806	ACCUM.DEPR PARKER BLVD	.00	.00
110-000-1110	CHECKING - ROAD USE	8,784.40-	176,752.42
111-000-1110	CHECKING - I-JOBS	.00	.00
125-000-1110	CHECKING - TIF	.00	42,574.37
135-000-1110	CHECKING - L.M.I.	5,477.11	916,536.20
167-000-1110	CHECKING - PC COMM. LIB TRUST	.00	13,874.34
177-000-1110	CHECKING - FORFEITURE	.00	4,326.25
200-000-1110	CHECKING - DEBT SERVICE	300.00-	226,951.99
301-000-1110	CHECKING - CAPITAL PROJECT		271,243.81
302-000-1110	CHECKING - CAPITAL WATER PROJ	.00 83,787.64	2,255,960.40
600-000-1110	CHECKING - WATER UTILITY	ō5,/ŏ/.b4	1,001,240.55
600-000-1805	ACCUM. DEPR WATER	00. 99,678.08	.00
610-000-1110	CHECKING - SEWER UTILITY	99,6/8.08	997,846.43
610-000-1805	ACCUM. DEPR SEWER	.00	.00
670-000-1110	CHECKING-SOLID WASTE/RECYCLING	22,007.71	43,047.50
920-000-1110	ACCUM. DEPR SEWER CHECKING-SOLID WASTE/RECYCLING CHECKING - ESCROW BANK ACCOUNT	.00	.00
	CHECKING TOTAL	1,629,775.40-	5,789,403.65
600-000-1111	WAT.SINKING/CKG	.00	.00
610-000-1111	SEWER SINKING FUND	.00	.00
•••			
	WATER SINKING TOTAL	.00	.00
600-000-1112	WATER TRUST CHECKING	.00	.00
610-000-1112	SEW.IMPR.CHECKING	.00	.00
VIV VVV 1116	CENTER AT CHECKENG		
	CHECKING TOTAL	.00	.00
600_000_1113		00	00
600-000-1113	WAT.IMPR/CHECKING	.00	.00
610-000-1113	79 SANITARY SEWER DISTRICT	.00	.00
	CHECKING TOTAL	.00	.00
600-000-1115	Water Holding Account	.00	.00
	TOTAL	.00	.00
001-000-1120	LIBR.PETTY CASH	.00	35.00
600-000-1120	WATER PETTY CASH	.00	.00

BALANCE SHEET CALENDAR 8/2020, FISCAL 2/2021

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
	PETTY CASH TOTAL	.00	35.00
001-000-1121	GENERAL PETTY CASH	.00	100.00
	PETTY CASH TOTAL	.00	100.00
001-000-1122	PETTY CASH-POLICE	.00	300.00
	PETTY CASH-POLICE TOTAL	.00	300.00
001-000-1150 125-000-1150	GENERAL RESERVE IPAIT A/C TIF RESERVE IPAIT A/C	.00 .00	1.00 .00
135-000-1150	LMI - IPAIT Account	.00	1.00
200-000-1150	DEBT/TIF/CHECKING	.00	.00
301-000-1150	TIF SPECIAL REVENUES	.00	.00
600-000-1150	WATER FUND IPAIT A/C	.00	1.00
610-000-1150	SEWER FUND IPAIT A/C	.00	1.00
	- CHECKING TOTAL	.00	4.00
001-000-1151	GENERAL INVESTMENT	.00	.00
600-000-1151	WATER RESERVE INVESTMENT	.00	.00
610-000-1151	Sewer Fund CD	.00	.00
	SAVINGS TOTAL	.00	.00
600-000-1152	WATER TRUST INVESTMT.	.00	.00
	WATER TRUST INVESTMENT TOTAL	.00	.00
001-000-1160	SUPER MONEY MKT II	191.94	452,269.60
110-000-1160	SAVINGS	.00	.00
125-000-1160	SAVINGS	.00	.00
	SUPER MONEY MKT II TOTAL	191.94	452,269.60
001-000-1161	GRINNELL STATE BANK CD	6,211.06	1,080,521.37
610-000-1161	Polk County Bank CD	.00	.00
	GRINNELL STATE BANK CD TOTAL	6,211.06	1,080,521.37
001-000-1162	LUANA BANK C.D1.85%	12,087.75	1,576,082.16

BALANCE SHEET CALENDAR 8/2020, FISCAL 2/2021

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
	TOTAL	12,087.75	1,576,082.16
001-000-1163		1,255.15	924,259.85
135-000-1163	Luana Money Market Account	.00	719,041.86
600-000-1163	Luana Momey Market Account	.00	.00
610-000-1163	Luana Money Market Account	.00	.00
	LUANA MONEY MARKET TOTAL	1,255.15	1,643,301.71
600-000-1220	ACCOUNTS RECEIVABLE	.00	.00
610-000-1220	ACCOUNTS RECEIVABLE	.00	.00
	TOTAL	.00	.00
301-750-6789	CDBG COMET CUPBOARD PROJECT	.00	770.62
	TOTAL	.00	770.62
301-750-6789	TOTAL TOTAL CASH	.00 .00 .00 1,610,029.50-	770.62 770.62 10,542,788.11



City of Polk City, Iowa City Council Agenda Communication

Date:September 28, 2020To:Mayor Morse & City CouncilFrom:Chelsea Huisman, City Manager

Subject: Utility Billing Assistance program

BACKGROUND: On Monday, September 28, 2020 the City Council will review a proposed Utility Billing Assistance program. In April, the City Council approved a short-term utility billing program due to the COVID-19 pandemic. The program has been well received with some statistics below.

- 10 participants to date
- \$1,384.92 spent to date

I propose to the Council that we make this program permanent, however, it be renewed annually since the income limits will change on an annual basis. At this point in time, we will continue to be challenged with spending down LMI funds. This is a good program that we can offer utilizing LMI funds, and also help out some residents that are in need of assistance.

ALTERNATIVES: Do not approve the program

FINANCIAL CONSIDERATIONS: I have estimated that we could spend up to \$10,000 a year (which is high) and we will still have a significant amount of LMI money. For this reason, I would not put a cap on the program, however, allow for re-evaluation each year.

RECOMMENDATION: It is my recommendation that the Council proceed with approval of the permanent program.

CITY OF POLK CITY



PO Box 426 112 Third St. Polk City, IA 50226

Utility Bill Assistance Program-Updated September 28, 2020

The City of Polk City began a short-term utility billing assistance program due to the COVID-19 pandemic. Due to the response, the City of Polk City will continue this program on an annual basis. The program will be evaluated annually by the City Council, and income levels may change. The following are stipulations outlined with the program:

The following are the eligible Income Guidelines established for Polk County in relation to the utility assistance program for the Calendar Year 2020:

Number Residing								
In Household	1	2	3	4	5	6	7	8+
Maximum Annual								
FAMILY Income Levels	\$49,950	\$57,100	\$64,250	\$71,350	\$77,100	\$82,800	\$88,500	\$94,200

The following Assistance Restrictions apply:

- Must reside in the city limits of Polk City.
- Residential property only.
- City would reimburse up to \$125 per month but is subject to utility bill amount.
- Residents may apply up to 3 times within a calendar year.
- If monthly application is approved, the city will waive late fees and shut off fees for that approved month.

Applicant Information

Name: Address: Phone Number: Date of Birth: Size of Household: Number of Adults (over 18 years of age) Number of Children (under 18 years of age) Total Household size:

Income Declaration

Monthly Gross Family Income: Plus any child support received: Proof of income:

Copy of most recent Household/Family Federal Tax Returns must be provided. Also, to include child support received.

I certify that answers and information given herein are true and complete to the best of my knowledge. I authorize investigation of all statements contained in this application for this program as may be necessary in determining eligibility for assistance.

This application for assistance shall be considered active for a period of time not to exceed 180 days. I understand that false or misleading information given in my application will disqualify me from receiving any assistance for the program.

Signature of Applicant

Date

Utility Billing Assistance Program Outline:

City of Polk City Resident Complete LMI Assistance Application

- Include Proof of income, inclusive of paystubs, social security and/or pension payments and/or federal income tax returns
- Sign and date application

City of Polk City Resident files application for Assistance with City Clerk

• City Clerk and City Manager reviews application



City of Polk City, Iowa City Council Agenda Communication

Date:September 28, 2020To:Mayor Morse & City CouncilFrom:Chelsea Huisman, City Manager

Subject: 5-year staffing Plan

BACKGROUND: On Monday, September 28, 2020 the City Council will review a proposed 5-year staffing plan that was discussed at our Council Work Session on September 14th. I have made no changes to the plan as discussed at the work session. My memo from the work session is also in the Council packet for review.

ALTERNATIVES: Do not approve the plan

FINANCIAL CONSIDERATIONS: Financial considerations at this time is an annual range of \$161,866-\$446,922 depending on the year. Estimated costs for each position can be found with the Staffing Plan.

RECOMMENDATION: It is my recommendation that the Council proceed with approval of the 5-year staffing plan.



City of Polk City, Iowa

City Council Communication

Date:September 14, 2020 City Council Work Session MemoTo:Mayor Morse & City CouncilFrom:Chelsea Huisman, City Manager

Subject: Proposed 5-year staffing Plan

BACKGROUND: On Monday, September 14, 2020 I will initiate conversation regarding a proposed 5-year staffing plan for the City of Polk City. Over the past several months I have been discussing staffing needs with the departments and I began a study where I polled many communities to find out what their staffing levels were by department.

On Monday evening, I would like to review other City comparisons with the City Council. I polled 16 Des Moines metropolitan communities, and 10 comparably sized communities throughout the State of Iowa-5 of those 10 were similar in current size, and the other 5 were comparable to our future population projections within the next 10 years. Due to its size, I did not incorporate information from the City of Des Moines; they were the only DM metro community not included amongst the metro. Here are the communities I polled:

Des Moines Metro:

Adel (5,000) Altoona (19,500) Ankeny (68,000) Bondurant (6,958) Carlisle (4,332) Clive (17,506) Grimes (15,202) Indianola (15,800) Johnston (22,040) Norwalk (13,000) Perry (7,700) Pleasant Hill (10,070) Urbandale (46,000) Waukee (26,000) West Des Moines (71,863) Windsor Heights (4,809)

Population Comparisons:

Dewitt (5,389) Eldridge (6,813) Independence (6,200) Sergeant Bluff (5,127) Winterset (5,700)

Future Population Comparisons:

Charles City (7,600) Creston (7,968) Hiawatha (8,000) Knoxville (7,168) Washington (7,309) Regarding the population comparisons, I chose communities that have an inclining population, and not declining. As part of the survey, I asked cities to provide their projected 2020 census population. I also tried to focus on communities that were less rural, and closer to a metropolitan area. This was challenging because there are not many communities in the same population category as Polk City, that are rapidly growing.

The model I used to conduct this study, was used by the City of Waukee. Many cities, including Waukee try to focus on having "x" amount of full-time employees per 1,000 people in population to address rapid growth. I have used the population of 5,700 for Polk City. I took this information from the City's Comprehensive Plan that was updated in 2016 and find this a fairly accurate population estimate when reviewing building permits issued over the last several years. I incorporated 2.6% growth annually to show the Council the estimated population over the next 10 years.

Des Moines Metro Results:

I reviewed the metro results first, and after review of the 16 communities there were 4 that I would consider outliers and took their information out of the equation. Those cities include Grimes, Bondurant, and Perry. Grimes and Bondurant utilize the Polk County Sheriff's office for police services. Because of this, their numbers for FTE are lower. I also reviewed numbers for the City of Perry, and they were on the higher end of the scale for FTE per 1,000 population. Indianola was also thrown out because they have both a telecom and electric utility-with the two combined leads to a higher number of FTE per 1,000.

Of the 12 communities, the average number of FTE per 1,000 population is **5.73** in the metro DM category. Polk City's FTE per 1,000 is 4.04; therefore, comparably we are on the low end when reviewing numbers amongst the Des Moines Metro.

A general overview of FTE per 1,000 population amongst the Des Moines Metro shows that most cities operate somewhere between 5.4-6.8 FTE per 1,000. The exceptions are the communities over 20,000 in population such as Ankeny, Johnston, Urbandale, and Waukee. A general consensus could be made that once a city reaches a specific population number that they become more efficient operating lower staff numbers per 1,000 in population. Efficiency is not necessarily correlated to lower staffing levels, but more specific to a well-balanced staff. The City of Clive also falls above the range described above and are on the higher end of the spectrum at 7.31 FTE per 1,000.

Population Comparisons:

For current population comparisons, I used 5 cities that have a similar projected population number. Those communities include Dewitt, Eldridge, Independence, Sergeant Bluff, and Winterset. Of those 5 communities, the average number of FTE per 1,000 population is **6.1**.

Future Population Comparisons:

For future population comparisons, I used 5 cities that have a similar projected population number close to Polk City's 10 year estimated population of 7,181 (this will be explained further). Those cities include Charles City, Creston, Hiawatha, Knoxville, & Washington. Of the 5 communities, the average number of FTE per 1,000 population is **6.74**. If we throw out Charles City and consider them an outlier, the average FTE per 1,000 population in this category is **6.39**.

Overview of Results:

An overall analysis of all 26 cities compared results in an average of **5.99** FTE per 1,000 population. If we remove the outliers (Grimes, Bondurant, Indianola, Perry, and Charles City) the average for 21 communities is **5.94**. Polk City's 4.04 FTE per 1,000 population is on the low end, and the focus of the City should be how we will strategically plan to increase our staffing levels. Unfortunately, I believe it will take us 10 years to get to the level we need to be at utilizing other city comparisons. However, I think if we can focus on how to get where we need to be in 10 years, we can better control our staffing levels for future growth of the community.

My recommendation for 10 years is to try to reach the number of 5.6 FTE per 1,000 population. This is very attainable for us to spread out adding additional staff over this period of time. For the next 10 years, I have estimated a growth of 2.6% annually in population, with a 2030 population estimate of 7,181. This is more than likely conservative, but a good focal point. If our growth changes either direction, we would adjust. I am asking the Council only to review a 5-year staffing plan but getting through the next 10 years and reviewing our levels is crucial for Polk City's future.

For a population of 5,700 with a staffing level of 5.6 FTE per 1,000 employees, we would be at 32 FTE. To get where we would like to be, we first have some catching up to do. City staff has been working on a city staffing plan that coincided with the 5-year CIP. When working on the CIP, I was able to work in proposed staffing additions for the next 5 years into our financials. I explained this to the City Council, but I wanted to include all of our needs (projects, equipment, staffing) so that we were able to do all and not spend all of our money in one function.

The proposed 5-year plan has the City adding 8 full time positions. Of those 8, two of the positions (Parks & Recreation Director and Construction Observer) were added into this fiscal year budget. 5 are newly created Full-time positions, and the last position is changing a role from part-time to full-time. Ideally, I would try to add more full-time staff within the first 5 years, but I am able to make this staffing plan work without suggesting a property tax increase for the City. If the Council feels comfortable increasing the tax levy, even slightly, I could finance additional positions.

There are some other factors that I have considered with this staffing plan. One obstacle the City will continue to run into is lack of space in our city facilities, specifically City Hall. For the 5-year plan, I am not proposing adding additional staff in the departments lacking in space. Once we get to year 6 (which would be a separate staffing plan) we may be able to evaluate our facilities, such as both City Hall and the Library and better determine staffing needs. Parks and Recreation is another department where if certain building factors change, we could re-evaluate in future years.

There are possible other departments that we may consider adding in the future, more than likely not in the next 5 years. Some of those departments include Community Development/Engineering, Human Resources, IT, and Marketing & Communications. Again, I am not recommending any of these in the next 5 years, but these areas are important areas for future discussions.

My proposal for staffing and justification for each additional staff position is included with this plan.

DEPARTMENT: Police Department

POSITION: Full-time Police Officer & Code Enforcement Officer

PROPOSED FISCAL YEAR FOR NEW HIRE: FY21-22 July 1, 2021-June 30, 2022

SOURCE OF REVENUE: General Fund

ESTIMATED SALARY & BENEFIT COST: \$83,154

Justification for Position:

The addition of an 8th full-time officer will assist with providing two officer coverage more consistently. Most of the time now, we only have one officer on duty. With the addition of this position the Police Department is willing to provide Code Enforcement services to the city and make this position a dual role. We would also take this opportunity to formally train this person in Investigations.

An 8th officer would also reduce the amount of overtime worked. It is estimated that the Police Department could reduce overtime costs by \$15,000 by adding this position.

The estimated population during FY21-22 will be 5,848. With 7 officers we will have a rate of 1.19 officers per 1,000 population. 8 officers will bring us up to 1.36 officers per 1,000 population. The Des Moines metro average according to the survey results is 1.52 per 1,000.

This position is a specialized position, which would require that this position be held by a certified law enforcement officer.

DEPARTMENT: Fire Department POSITION: Firefighter/Paramedic PROPOSED FISCAL YEAR FOR NEW HIRE: FY21-22 July 1, 2021-June 30, 2022 SOURCE OF REVENUE: General Fund ESTIMATED SALARY & BENEFIT COST: \$78,712

Justification for Position:

The addition of a 2nd full-time staff member in the Fire Department will help us provide paramedic coverage more often. Hiring a full-time Firefighter/Paramedic will assist with providing a paramedic 1/3 of the year, including weekends and holidays.

We have experienced several open and incomplete shifts in the past year. Recruitment efforts, of paid-on-call staff, have also been challenging. This has been identified in the fire service, and many other volunteer organizations nationwide for a variety of reasons. Several fire departments in Polk County have experienced the same problem. We consistently experience challenges staffing weekends, summer months and holidays, especially at the paramedic level position.

This position is a specialized position, which would require that this position be held by a Paramedic, with the requirement to obtain Firefighter certifications.

Below is a list of incomplete shifts that either were missing an EMT or paramedic during the day and the night shift:

INCOMPLETE SHIFTS FY 2019/2020

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Days	6	10	4	7	5	6	0	2	0	1	1	6
Nights	11	18	12	16	17	14	12	13	10	6	8	8

DEPARTMENT: Public Works Department

POSITION: Full-Time Public Works Employee

PROPOSED FISCAL YEAR FOR NEW HIRE: FY22-23 July 1, 2022-June 30, 2023 SOURCE OF REVENUE: General Fund, Road Use Fund, Water Fund, & Sanitary Sewer Fund ESTIMATED SALARY & BENEFIT COST: \$69,764

Justification for Position:

The addition of a full-time public works employee will further increase our ability to provide residents with crucial city services, such as snow removal, water, sanitary sewer, stormwater, and park maintenance.

In 2010, the City had a population of 3,418. At the time we had 5 FTE in the Public Works Department. Since then, we did add a 6th FTE, with a specialty in GIS, and are trying to hire a 7th FTE, with a specialty in Construction Observation. Both of these positions split their job responsibilities ¹/₂ of their time on their specialty and ¹/₂ of their time on public works functions. In the fiscal year 22-23, our estimated population will be 6,000, which is a 75% increase from 2010. With this increase in population, has come a significant increase in public infrastructure for public works to maintain. This position will assist in making the public works department more well-rounded, with a focus on public works functions only.

Public Works will continue to utilize part-time employees, however an additional full-time employee will bring some additional commitment to the City.

This position would require an individual with a CDL class b with airbrakes and an individual with heavy equipment experience.

DEPARTMENT: Fire Department

POSITION: Firefighter/Paramedic

PROPOSED FISCAL YEAR FOR NEW HIRE: FY23-24 July 1, 2023-June 30, 2024

SOURCE OF REVENUE: General Fund

ESTIMATED SALARY & BENEFIT COST: \$90,118

Justification for Position:

The addition of a 3rd full-time Fire Department employee will further increase our ability to provide paramedic level ambulance service. As we continue to see a decrease in recruiting paid-on call, this will continue to be a problem in the future. In our community, the City staff acknowledges with a growing and aging community, it will be imperative to provide an advanced life support (paramedic level) service and the demands of our services will increase.

Hiring a Firefighter/Paramedic will provide paramedic coverage 1/3 of the year, again including holidays and weekends when the City needs additional help.

This position is a specialized position, which would require that this position be held by a Paramedic, with the requirement to obtain Firefighter certifications.

DEPARTMENT: Police Department POSITION: Full-Time Police Officer PROPOSED FISCAL YEAR FOR NEW HIRE: FY24-25 July 1, 2024-June 30, 2025 SOURCE OF REVENUE: General Fund ESTIMATED SALARY & BENEFIT COST: \$101,867

Justification for Position:

The addition of a 9th full-time officer will assist the department in continuing to provide a service to the Polk City community that they have developed an expectation for. This position would also allow for additional shift relief and coverage in the evenings and at night. There is an opportunity to further reduce overtime costs by adding this staff position, and that would be provided in the future.

In FY25 it is estimated that the population of Polk City will be 6,316. This 9th position will put the Police Department staffing at 1.42 per 1,000 population. This position will really help us to continue to narrow the gap for coverage across the Des Moines metro, with an average of 1.52 police officer per 1,000 population.

DEPARTMENT: Police Department

POSITION: Full Time Police Support Clerk

PROPOSED FISCAL YEAR FOR NEW HIRE: FY24-25 July 1, 2024-June 30, 2025

SOURCE OF REVENUE: General Fund

ESTIMATED SALARY & BENEFIT COST: \$75,651; Additional Budget amount \$42,349

Justification for Position:

In 2017, the Police Department hired a part-time Police Support Clerk to assist with administrative duties in the Police Department. As Polk City has grown over the past few years the Police Department has also seen an expansion in calls for service, arrests, and other violent crimes. With these increases and with any case, it is crucial to the Court System and other departments such as the Iowa Department of Transportation that we are able to respond to any and all requests in a timely manner.

Currently, in 2020, maintaining the Police Support Clerk as a part-time position is acceptable but as we continue to grow, and the department becomes busier each year, the need to expand this position to a full-time position will be necessary.

In FY24-25 the Police Department will need the Police Support Clerk full-time to keep up with the quantity of work that will need to be handled. This position will also provide assistance to the code enforcement officer.

5 and 10-Year Staffing Plan	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30	<u>Pct Inc</u>
Administration	4.00	4.00	4.00	4.00	4.00	5.00	5.00	5.00	5.00	5.00	25%
Police Officers	7.00	8.00	8.00	8.00	9.00	9.00	10.00	10.00	11.00	11.00	57%
Police Administrative Staff	0.00	0.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	100%
Fire Department	1.00	2.00	2.00	3.00	3.00	4.00	4.00	5.00	5.00	6.00	500%
Library	3.00	3.00	3.00	3.00	3.00	3.00	4.00	4.00	4.00	4.00	33%
Parks and Recreation	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	100%
Public Works	7.00	7.00	8.00	8.00	8.00	9.00	9.00	10.00	10.00	11.00	57%
Community Development/Engineering	-	-	-	-	-	-	-	-	-	-	0%
Human Resources	-	-	-	-	-	-	-	-	-	-	0%
IT	-	-	-	-	-	-	-	-	-	-	0%
Marketing and Communications	-	-	-	-		-	1.1	-	-	-	0%
Total	23.00	25.00	26.00	27.00	29.00	33.00	35.00	37.00	38.00	40.00	74%
Population	5,700	5,848	6,000	6,156	6,316	6,481	6,649	6,822	6,999	7,181	
Employees per 1,000 Residents	4.0	4.3	4.3	4.4	4.6	5.1	5.3	5.4	5.4	5.6	

DM Metro community comparison

	Polk City	Adel	Bondurant	Carlisle	<u>Grimes</u>	Norwalk	Perry	Pleasant Hill	Windsor Heights
Population	<u>5,700</u>	5,000	<u>6,958</u>	<u>4,332</u>	<u>15,202</u>	<u>13,000</u>	<u>7,700</u>	<u>10,070</u>	<u>4,809</u>
POLICE	7	10		8		18	13	20	13
POLICE ADMIN STAFF		1		1		1	7	2	1
FIRE & EMS	1	0	11	1	13	6		2	7
FIRE & EMS ADMIN STAFF									
PUBLIC WORKS	7	6	7	6	15	15	10	10	7
WATER UTILITY							9		
LIBRARY	3	2	4	3	4	4	4	3	
PARKS & REC	1	3	1	1	2	5	6	6	2
GOLF COURSE									
ADMINISTRATION	4	4	6	4	11	6	3	6	3
COMM. DEVELOPMENT/ENGINEERING					8		2	7	
BUILDING DEPT.		1				9	2	2	
CODE ENFORCEMENT									
GARBAGE COLLECTION							3		
Electric Utility				5					
CEMETERY							1		
Total FTE:	23	27	29	29	53	64	60	58	33
# of FTE per 1,000 population	4.04	5.40	4.17	6.69	3.49	4.92	7.79	5.76	6.86

DM Metro community comparison

	Polk City	Altoona	Ankeny	<u>Clive</u>	Indianola	<u>Johnston</u>	<u>Urbandale</u>	Waukee	West Des Moines
Population	<u>5,700</u>	<u>19,500</u>	<u>68,000</u>	<u>17,506</u>	<u>15,800</u>	22,040	46,000	26,000	71,863
POLICE	7	39	64	28	21	34	54	28	94
POLICE ADMIN STAFF		2	20	3	3	2	9	3	3
Westcom									33
FIRE & EMS	1	18	70	20	14	20	52	15	124
FIRE & EMS ADMIN STAFF		2					1		
PUBLIC WORKS	7	10	61	33	19	25	33	39	66
WATER UTILITY							17		
LIBRARY	3	4	23	4	4	7	10	9	20
PARKS & REC	1	6	27	18	10	13	19	8	
GOLF COURSE			8					1	
ADMINISTRATION	4	26	25	14	18	9	17	16	50
COMM. DEVELOPMENT/ENGINEERING		14	8	8			13		44
BUILDING DEPT.			9		3		7	9	
CODE ENFORCEMENT			16				5		
GARBAGE COLLECTION							6		
Electric Utility					15				
Fibers/Telecom					7				
CEMETERY									
Total FTE:	23	121	331	128	114	110	243	128	434
# of FTE per 1,000 population	4.04	6.21	4.87	7.31	7.22	4.99	4.78	4.92	6.04

State of Iowa-similar sized communities

	Polk City	<u>Dewitt</u>	<u>Eldridge</u>	Independence	Sergeant Bluff	<u>Winterset</u>
Population	<u>5,700</u>	<u>5,389</u>	<u>6,700</u>	<u>6,200</u>	<u>5,127</u>	<u>5,700</u>
POLICE	7	10	9	11	8	8
POLICE ADMIN.		1	1	1	1	1
FIRE	1			3	0	
PUBLIC WORKS	7	10	11	12	8	12
LIBRARY	3	1		3	1	5
PARKS & REC	1	3	2	5	2	3
ADMINISTRATION	4	5	5	4	6	4
BUILDING DEPT.	0	1	2	1	1	1
ELECTRICAL DEPT.	0		4		4	6
Airport				1		
Total FTE:	23	31	34	41	31	40
# of FTE per 1,000	4.04	5.75	5.07	6.61	6.05	7.02
population						

State of Iowa-Similar sized communities 2025 and beyond

	Polk City	Charles City	Creston	<u>Hiawatha</u>	<u>Knoxville</u>	Washington
Population	<u>5,700</u>	<u>7,600</u>	<u>7,968</u>	<u>8,000</u>	<u>7,168</u>	<u>7,309</u>
POLICE	7	14	12	16	13	11
POLICE ADMIN.		1	4		2	1
FIRE	1	4	5	8	7	4
		6				
PUBLIC WORKS	7	16	12	5	12	15
WATER UTILITY				7		
LIBRARY	3	4	2	7	3	6
PARKS & REC	1	3	2	4	4	2
ADMINISTRATION	4	5	3	4	4	5
COMM. DEVELOPMENT/Building Dept		9	1	4	1	3
Cemetery					2	
Directors: Main Street, Chamber, Economic						3
Development						
Total FTE:	23	62	41	55	48	50
# of FTE per 1,000 population	4.04	8.16	5.15	6.88	6.70	6.84



Polk City Police Department

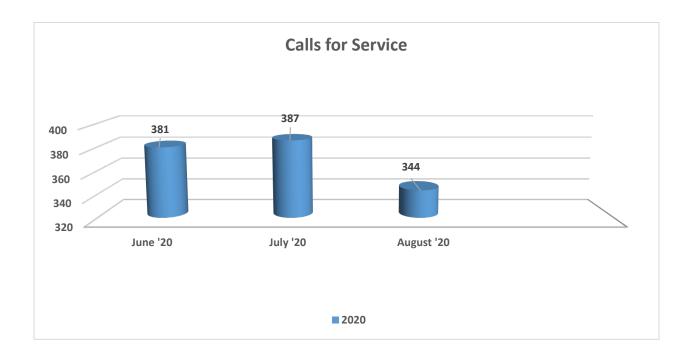
309 W Van Dorn St. P.O.Box 381 Polk City, Iowa 50226 Phone: 515-984-6565 Fax 515-984-6819 email: police@polkcityia.gov

Service Integrity Respect Quality

To: Honorable Mayor and Council Members From: Lieutenant Aswegan Date: September 10th, 2020 Re: August 2020 Monthly Report

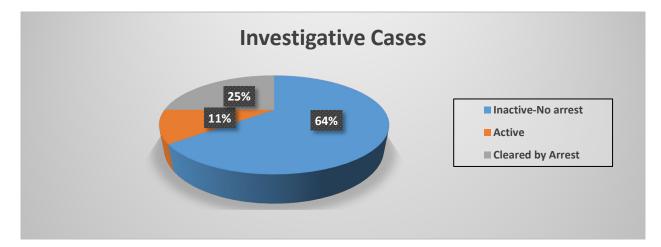
Calls for Service

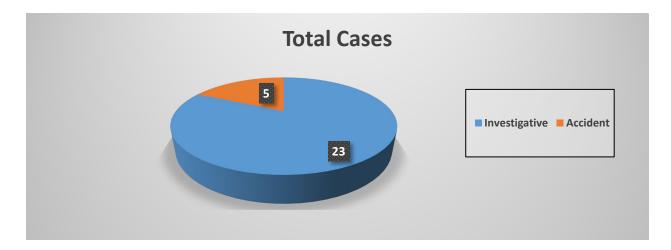
The total calls for service for the month of August were **344**. This includes response to citizen complaints/reports, assists, self-initiated activities such as traffic stops, building checks, suspicious persons, and case follow up. Among these calls for service Polk City Officers conducted **47** traffic stops.



Cases Made

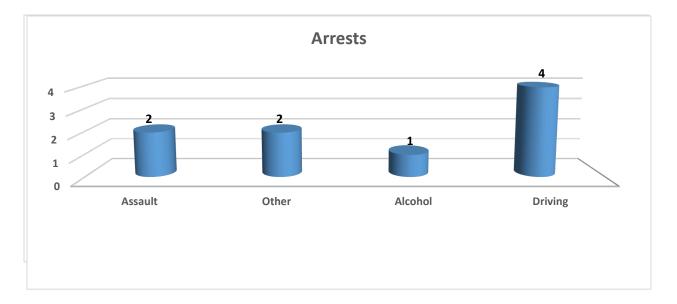
The Police Department had **28** total cases during the month of August. **23** of the cases were investigative incident reports and **5** were traffic crashes. There are **3** active investigations from this month. There was a **25%** rate of cases cleared by arrest, for investigative cases in August.





Arrests Made

The Police Department made **9** arrests and issued **19** citations and **30** warnings. The arrests consisted of **4** driving offenses, **2** domestic assaults, **2** arrests for Reckless Use of Fire and **1** arrest for an alcohol related offense.



Notable Incidents

On August 3rd at approximately 7:45 pm a Polk City Police Officer was dispatched to a possible intoxicated driver at the intersection of W. Washington and Parker Blvd. Witnesses reported to the officer that a vehicle had taken a wide turn and struck a light pole at the intersection. The officer located the vehicle a few blocks away and found the driver attempting to repair his vehicle. An investigation revealed that the driver, a 33 year old Polk City resident, was intoxicated. The suspect was charged with OWI-2nd Offense.

On August 15th at approximately 12:30 pm a Polk City Police Officer was dispatched to a residence for a report of a 21 year old female who had assaulted her grandfather with a pair of scissors. Upon the arrival of the officer, the suspect barricaded herself in her bedroom and was refusing to obey commands. Polk County Sheriff's Office sent 2 deputies to assist. The suspect continued to refuse to comply with commands of officers on scene. The suspect eventually presented herself in the hallway of the residence where officers were able to take her into custody.

The suspect was believed to be under the influence of methamphetamine at the time. She was charged with 2 counts of Domestic Abuse Assault While Displaying a Dangerous Weapon. The charges were due to evidence showing she assaulted her grandmother and grandfather with the pair of scissors. She was transported to the Polk County jail.

On August 16th, Polk County dispatch had advised all Polk County law enforcement of a possibly armed and suicidal male driving a motorcycle somewhere in Polk County. Officers were advised to stop and check the welfare of the subject. At approximately 3:00 am on the 17th, a Polk City Police Officer located the motorcycle on the Mile-Long Bridge traveling into Polk City. The officer was assisted by 2 Polk County Deputies in making a traffic stop on the subject. The officers began speaking with the subject to simply check his welfare and provide him help. Without notice, the subject drew a loaded handgun from his pocket. Officers responded by drawing their weapons and taking cover behind the Polk City patrol car. Negotiations began and the area was locked down.

After more than an hour of tense negotiations, the subject dropped the handgun and surrendered. The case is being investigated by the Polk County Sheriff's Office. It was later noted by the subject that he intended to attempt suicide by cop.

In Service Training

All Polk City Officers attended an 8-hour course entitled "Fair and Impartial Policing" at the Iowa Law Enforcement Academy. This course taught officers how to be aware that everyone has biases and how to manage their own biases so we can provide law enforcement services in a fair and equitable way.

On August 30th, officers were issued and trained on the proper wear of new gas masks and Kevlar helmets. This equipment will protect officers in the event officers are deployed for future riots.

Individual Officer Training

Chief Siepker attended Firearms Instructor and Open Sight Rifle Instructor re-certification courses at the Iowa Law Enforcement Academy on August 10th & 11th. This certification assists the department by providing in-house instructors capable of training and qualifying officers on their weapons.

Lt. Aswegan attended FBI Law Enforcement Executive Development Academy's Supervisor Course. This is a 40-hour course designed to provide students with the knowledge and skills necessary to effectively lead at the first line supervisor level.

Lt. Aswegan also attended Glock Armorer's re-certification course on August 25th. This 8-hour course provides students with the knowledge and skills necessary to maintain and service Glock pistols.



Officer Delaney has continued his initial certification training at the lowa Law Enforcement Academy. He is scheduled to graduate in mid-September.

Training Hours:	113
Lamfers	8
Untrauer	8
Aicher	8
Siepker	25
Wilson	8
Aswegan	56
Delaney	0

Canine Program



Officer Aicher and Eudoris were deployed 3 times in August. One deployment was for narcotics detection, one for a building search and the other for a track. The track was called off prior to deployment due to the suspect being apprehended by officers on the perimeter.

Community Outreach

The Polk City Police Department is participating in the Pink Patch Challenge. A limited-edition pink Polk City PD patch was made and is for sale. All proceeds go to the Susan G. Komen Foundation to help fight Breast Cancer. The patches were purchased by the Polk City Police Officer's Association.



On August 7th, Officer Aicher and K9 Eudoris attended a local youth birthday party.



Chief's Message

Earlier in the year I began a process to update our mission statement. This was a collaborative effort by all of my officers to put together what they want to see as our mission. After receiving their suggestions and ideas I developed the following as our new mission statement.

The Polk City Police Department is dedicated to provide exceptional service to the Polk City Community in order to create a safe and desirable place to live, work and visit. We will enhance public safety by actively seeking and deterring criminal behavior and enforcing the law impartially.

A plaque is being developed so our mission can be displayed proudly in the Squad Room of the Police Department.





City of Polk City, Iowa

City Council Agenda Communication

Date:	September 28, 2020 City Council Meeting
To:	Mayor Jason Morse & City Council
From:	Chelsea Huisman, City Manager

Subject: Set Public Hearing for FY21 budget amendment #1

BACKGROUND: On Monday, the City Council will be asked to set a public hearing for October 26th for budget amendment #1 for FY21. The amendment includes \$1,879,324 in revenue, and \$2,777,324 in expenditures. The City plans to utilize some general fund cash to offset the additional expenses. Explanation for each adjustment is as follows:

Revenue:

- 1. Amend for bond sales associated with our General Obligation loan for the Street overlay project in the amount of \$1,848,324
- 2. Amend for the comet cupboard grant received in the amount of \$31,000

Expenses:

- 1. Amend for property purchase in the amount of \$800,000
- 2. Amend for Fire Department SCBA (Self Contained breathing apparatus) in the amount of \$102,000
- 3. Amend for Fire Department & Police Department Server in the amount of \$13,000
- 4. Amend for Library AC/Furnace replacement in the amount of \$1,500
- 5. Amend for Comet cupboard expenses in the amount of \$31,000
- 6. Amend for Police vehicle repairs in the amount of \$5,500
- 7. Amend for Fire department health insurance (employee opt out) -\$24,000
- 8. Amend for Overlay street project expenses in the amount of \$1,848,324

ALTERNATIVES: Do not set the public hearing

FINANCIAL CONSIDERATIONS: The financial considerations for this amendment are additional expenditures in the amount of \$898,000. The City will utilize general fund cash to pay for the additional expenses.

RECOMMENDATION: It is my recommendation that the Council set the public hearing for October 26, 2020.

Jun-20

Form 653.C1

NOTICE OF PUBLIC HEARING AMENDMENT OF FY2020-2021 CITY BUDGET

The City Council of	Polk City	in	POLK	(County, Iowa
will meet at	via Zoom w/public par	ticipatior	i via phone 51532980	19 code 593054	
at	6:00 (hour)	on	10/26/2020 (Date)		
,for the purpose of amend	2021				

by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given. Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget		Total Budget
		as certified	Current	after Current
		or last amended	Amendment	Amendment
Revenues & Other Financing Sources		or last amenueu	Amenument	Amenument
Taxes Levied on Property	1	2,846,655		2,846,655
Less: Uncollected Property Taxes-Levy Year	2	2,040,000		2,040,000
Net Current Property Taxes	2	2,846,655	0	2,846,655
Delinquent Property Taxes	4	2,040,000	0	2,040,000
TIF Revenues	4 5	335,461		335,461
Other City Taxes	6	704.782		704.782
Licenses & Permits	7	249,925		249.925
Use of Money and Property	7	249,925		249,923
Intergovernmental	0 9	508.732	31.000	539.732
Charges for Services	9 10	3,166,389	51,000	3,166,389
Special Assessments	10	3,100,309		3,100,309
Miscellaneous	12	31,580		31,580
	12	0	1,848,324	1,848,324
Other Financing Sources Transfers In	13	769,793	1,040,324	769,793
Total Revenues and Other Sources	14	8,828,717	1,879,324	10,708,041
Total Revenues and Other Sources	15	0,020,717	1,079,324	10,700,041
Expenditures & Other Financing Uses				
Public Safety	16	1,981,487	96,500	2,077,987
Public Works	10	624,772	30,300	624.772
Health and Social Services	17	15,000		15,000
Culture and Recreation	10	809,498	1.500	810,998
Community and Economic Development	20	371,461	1,500	371,461
General Government	20	753.659	800.000	1,553,659
Debt Service	21	528,360	000,000	528,360
Capital Projects	22	1,259,793	1,879,324	3,139,117
Total Government Activities Expenditures	23	6,344,030	2,777,324	9,121,354
Business Type / Enterprises	24 25	2,140,129	2,111,324	2,140,129
Total Gov Activities & Business Expenditures	25	8,484,159	2,777,324	11,261,483
Transfers Out	20	769,793	2,111,324	769,793
Total Expenditures/Transfers Out	27	9,253,952	2,777,324	12,031,276
Excess Revenues & Other Sources Over	20	9,200,902	2,111,324	12,001,270
	29	-425,235	-898,000	1 202 025
(Under) Expenditures/Transfers Out Fiscal Year	29	-420,230	-090,000	-1,323,235
Beginning Fund Balance July 1	30	8,665,089		8,665,089
	30 31	8,239,854	-898,000	7,341,854
Ending Fund Balance June 30	31	0,209,004	-090,000	1,041,004

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

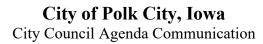
The City needs to amend the following activities for revenue: 1) Revenue for the bond sale for overlay street project, 2) Revenue for grant funding received for Comet Cupboard. The City also needs to amend for the following expenses: 1) Public Safety-includes SCBA purchase, Police/Fire Server, and Police vehicle repairs, 2) Property purchase for Park Facility, 3) Library Furnace purchase, 4) Capital Projects for the Street overlay project.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Jenny Gibbons

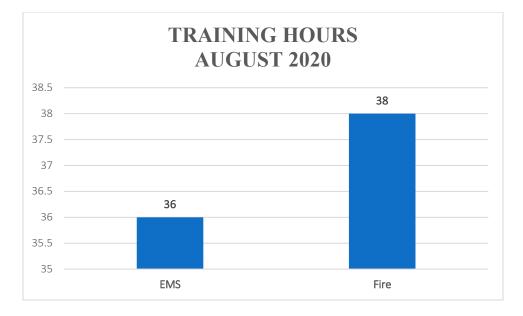
City Clerk/ Finance Officer Name





Date:	September 28, 2020
То:	Mayor & City Council
From:	Jim Mitchell – Fire Chief
Subject:	August 2020 Monthly Report

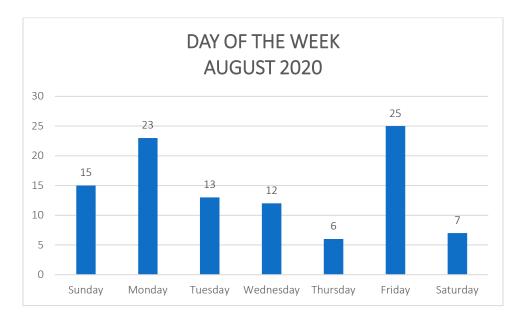
BACKGROUND: August 2020 was the busiest month in PCFD's history at 101 calls for service. We provided 14 more calls than August 2019. PCFD had a total of 87 calls for service during August 2019 and 101 this year.



We conducted training on Roadway Incident Safety and Fire Ground Operations.

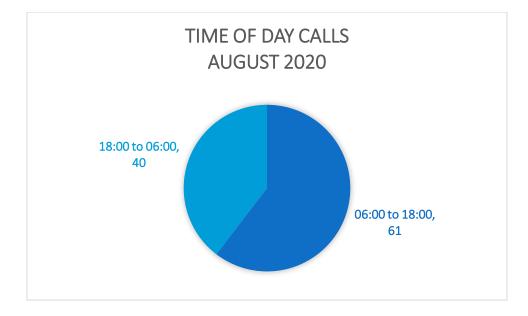
We currently have 2 members that are taking the Paramedic course, Nathan Reis and Matt Meiners. Nathan is nearing completion and Matt is just beginning. This is exciting for the PCFD!

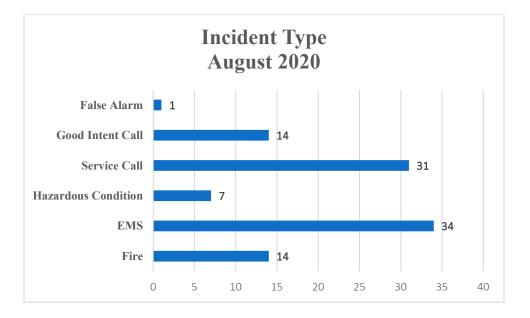
The busiest call volume day, in August, was Friday at 25 calls for service per day, but Monday was a close second:



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL
15	23	13	12	6	25	7	101

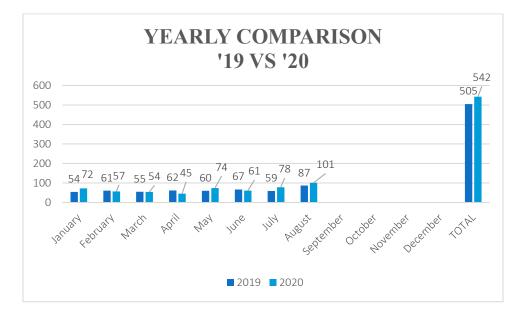
Most of our calls was during the day shift, between 06:00 hours (6:00 AM) and 18:00 hours (6:00 PM):





The "Incident Type" of calls was predominately EMS related with a total of 101 calls for service in August:

The month of July is always a challenging month with staff vacations. We responded to 14 more calls in 2020 than in 2019. We have responded to 37 more calls in 2020 than 2019 year-to-date.



August has typically been a high volume month, but this year was a record breaker! We also experienced a record breaking day on Monday, August 10, 2020, with a total of 18 calls for service in a 24 hour period. This was the day of the derecho. We started the day with no staff available and as the storm unfolded, staff became available and did an awesome job!



City of Polk City, Iowa City Council Agenda Communication

Date:September 28, 2020 City Council MeetingTo:Mayor Jason Morse & City CouncilFrom:Chelsea Huisman, City Manager

Subject: Set Public Hearing for sale of property

BACKGROUND: On Monday, the City Council will need to set a public hearing for the sale of property-510 South 3rd Street. Hy-Vee Inc. has put together a proposal to purchase the property from the City for an amount of \$650,000. The proposed public hearing should be set for the October 12, 2020 City Council meeting.

ALTERNATIVES: Do not set the public hearing

FINANCIAL CONSIDERATIONS: There are no financial considerations to set a public hearing, but the financial considerations for the sale of property could be \$650,000

RECOMMENDATION: It is my recommendation that the Council set the public hearing. We are not committing to the sale by setting the public hearing and are allowing feedback from both the public as well as Hy-Vee on October 12, 2020.

MINUTES TO SET DATE FOR HEARING ON SALE OF REAL PROPERTY

Polk City, Iowa

September 28, 2020

The City Council of the City of Polk City, Iowa, met on September 28, 2020 at 6:00 p.m., at the City Hall, in the City, via Zoom. The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: ______Absent:

The Mayor reported that it would be necessary for the Council to take action to set a public hearing on the sale of certain City-owned property to Hy-Vee in accordance with the offer presented by them.

Council Member ______ introduced a resolution hereinafter next set out and moved its adoption, seconded by Council Member ______; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: ______.

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO. 2020-109

TO FIX A DATE OF MEETING AT WHICH IT IS PROPOSED TO APPROVE AND AUTHORIZE THE SALE OF REAL PROPERTY

WHEREAS, the City of Polk City, Iowa (the "City") owns certain real property (the "Property") which is located in Polk City and which is legally described as follows:

LOT 4 BLK 9 BEEBES ADDITION; AND LOT 29 OP N 1/2 SEC 2-80-25

WHEREAS, the Code of Iowa requires that, before a city may dispose of an interest in real property, the city must set forth its proposal in a resolution and publish notice as provided in Section 362.3, of the resolution and of a date, time and place of a public hearing on the proposal.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Polk City, Iowa, as follows:

Section 1. The City Council will hold a public hearing on the proposal to sell the Property as set out in the preamble hereof at 6:00 p.m., on the 12th day of October 2020, at the City Hall, in the City, via zoom with public participation via phone at 515-329-8019 code 593054.

Section 2. The City Clerk is hereby authorized and directed to give notice of this resolution and of the public hearing on the proposal to sell the Property, by publication, at least once, not less than four nor more than twenty days before the date of the hearing, in a newspaper of general circulation in the City. Such notice shall be substantially in the form which is attached to this Resolution.

Section 3. All resolutions or parts thereof which are in conflict herewith are hereby repealed.

Passed and approved this 28th day of September 2020.

Mayor

Attest:

City Clerk

NOTICE OF HEARING ON RESOLUTION TO SELL REAL PROPERTY

The City Council of the City of Polk City, Iowa, has adopted a resolution relating to a proposal to sell certain real property owned by the City, legally described as follows:

LOT 4 BLK 9 BEEBES ADDITION; AND LOT 29 OP N $\frac{1}{2}$ SEC 2-80-25, in Polk City, Polk County, Iowa (the "Property").

The Property will be sold to Hy-Vee for the amount of \$650,000 in accordance with the offer presented by them.

The Council will meet on the 12th day of October 2020, at the City Hall, in the City, at 6:00 p.m., via zoom, for the purpose of holding a public hearing on the proposal, public participation via phone at 515-329-8019 code 593054.

At that time and place, oral or written comments or objections may be filed or made, and, following the hearing, the City Council will, at that meeting or a later meeting, make a final determination on the proposal, in accordance with Section 364.7 of the Code of Iowa.

By order of the City Council of the City of Polk City, Iowa.

Jenny Gibbons City Clerk • • • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA COUNTY OF POLK CITY OF POLK CITY

SS:

I, the undersigned, Clerk of the City of Polk City, Iowa, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for hearing on the Council's proposal to take action in connection with the sale of real property, as referred to therein.

WITNESS MY HAND this _____ day of _____, 2020.

City Clerk

STATE OF IOWA COUNTY OF POLK CITY OF POLK CITY

SS:

I, the undersigned, Clerk of the City of Polk City, Iowa, do hereby certify that pursuant to the resolution of its Council fixing a date of meeting at which it is proposed to take action to enter into a sale of real property, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2020.

City Clerk

(Attach here publisher's original affidavit with clipping of the notice, as published)





PRELIMINARY PLAT REVIEW

Date: September 16, 2020 Project: Stanley Plat 1

GENERAL INFORMATION:

Applicant:	First Choice Renovations
Property Owner:	First Choice Renovation
Requested Action:	Approval of Final Plat
Location	Replat of Outlots in BCTC Plats 2 and 3
Size:	0.383 acres
Zoning:	P.U.D.
Proposed Use:	3 single family lots 1 Outlot for driveway

Compiled by: Kathleen Connor, Planner Project No.: 120.0824.01



PROJECT BACKGROUND:

First Choice Renovations recently acquired the property with the intent of constructing smaller, detached single-family homes on the property. After determining the existing home was too deteriorated to renovate, the developer requested that the property be rezoned to PUD to accommodate construction of single-family detached homes on smaller lots. On August 24, 2020, Council approved the rezoning.

The requirements of the PUD Master Plan were incorporated into the ordinance rezoning the property. The Stanley Estates PUD restricts all lots to single-family detached residential use or open space. The PUD regulations require the width to be 45 feet minimum, with the exception of corner lots which shall be 60 feet minimum. The regulations require lot size to be 4,825 square feet minimum. Front yard setbacks shall be 30' along E. Broadway and VanDorn Street and 20' along Summer Street. Rear yards shall be 30' minimum and side yards shall be 6' minimum.

The developer is now interested in constructing the homes that front on E. Broadway. The lots on the south side of the property will not be platted but will be consolidated and sold for use as open space.

PROJECT DESCRIPTION:

This Preliminary Plat includes three single-family lots fronting on E. Broadway in conformance to the PUD Master Plan. Outlot Z will be sold to the neighbor, Sky Conrad, to resolve a driveway encroachment issue. A Record of Lot Tie agreement will be required typing this outlot to Mr. Conrad's property.

No public improvements or easements are required for further development of these three lots. All three lots have sufficient hydrant coverage per Fire Code. The existing water service line and sanitary sewer

Stanley Plat 1 Preliminary Plat September 16, 2020 Page 2 of 2

service lines that served the original home will be utilized, the additional needed services will be installed with the building permit.

The PUD originally included the south half of the Stanley property; which was platted as Lots 11, 12, 13 and vacated alley. However, Lot 13 does not conform to minimum lot width requirements of the PUD district and Lot 11 does not have the required hydrant coverage. Rather than platting this property as an outlot, the owner of this property has signed Lot Tie Agreement permanently tying these lots of record together so it is clear no building permits can be issued for this property until it is platted in conformance with city code.

In accordance with the current Subdivision Ordinance, detention is not required for this single family development. No park land dedication is required for subdivisions with three or fewer residential lots.

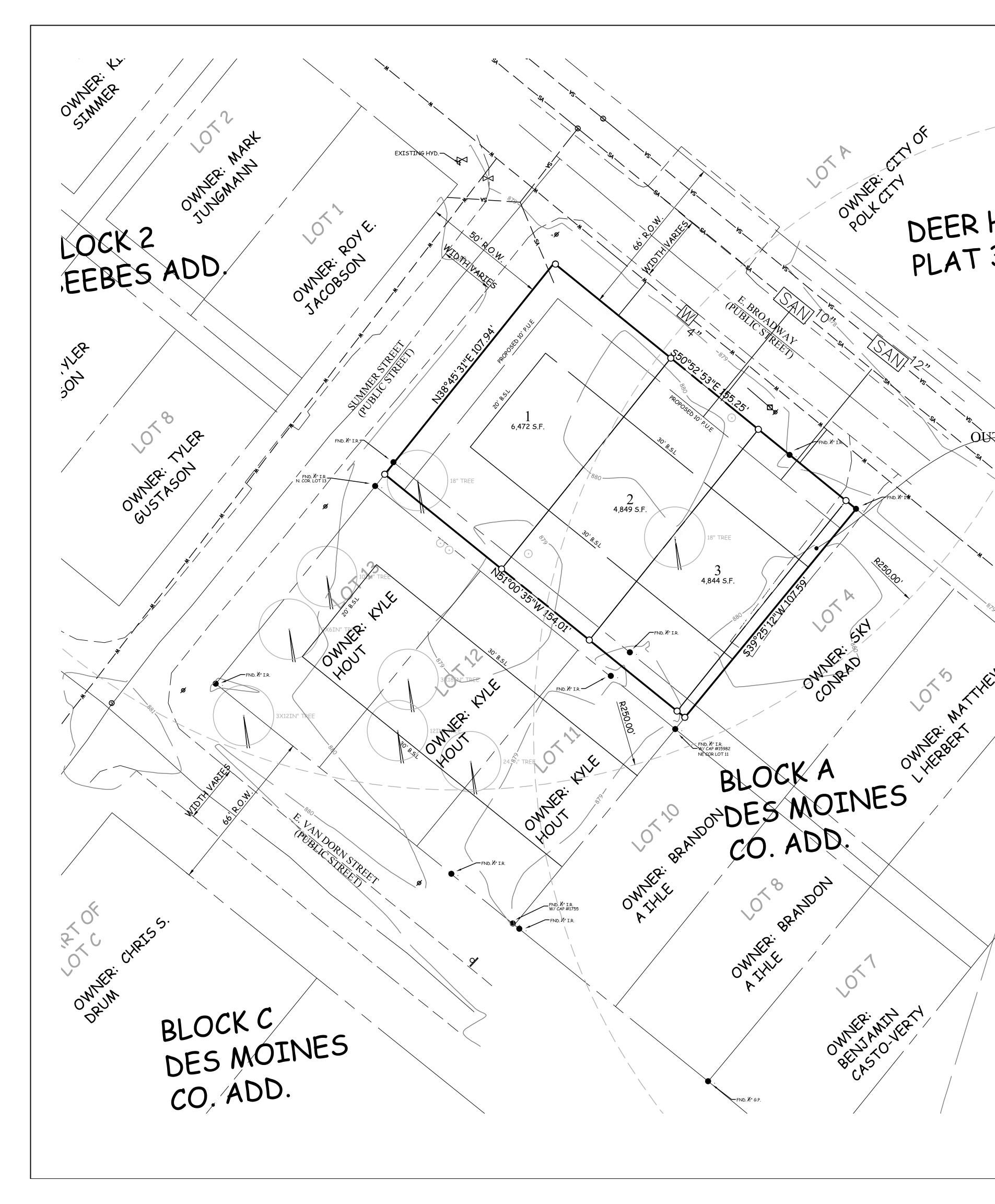
REVIEW COMMENTS:

Submittal #3 addresses all review comments.

RECOMMENDATION:

Staff recommends P&Z approval of the Preliminary Plat for Stanley Plat 1 subject to the following:

- 1. P&Z recommendations, if any, shall be addressed prior to this item being placed on the Council agenda for approval.
- 2. Payment in full of all fees to the City of Polk City.





OUTLOT 'Z'

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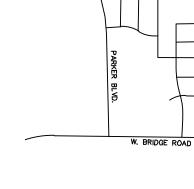
~0.^N

3 4,844 S.F.

OWNER

FND. 🔏 " G.P.

ATHLE



VICINITY SKETCH

NOTES

1. ELECTRIC AND GAS SERVICE SHALL BE PROVIDED BY MIDAMERICAN ENERGY CO. ALL ELECTRIC SERVICE SHALL BE UNDERGROUND. NO BUILDING PERMITS SHALL BE ISSUED UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED. CONTRACT FOR ELECTRIC DISTRIBUTION SYSTEM SHALL BE EXECUTED WITH FINAL PLAT. ALL NEW DRIVEWAYS WILL BE PAVED. THERE SHALL ONLY BE ONE DRIVEWAY PERMITTED FOR EACH LOT.

EACH LOT WILL NEED TO INSTALL A FRENCH DRAIN STYLE SUMP PIT. ALL PROPOSED SANITARY SEWER SERVICES SHALL INCLUDE A NEW IRON-BODY SADDLE OR WYE CONNECTION TO THE EXISTING SANITARY SEWER.

8. STORM WATER IMPACT WILL BE NEGLIGIBLE AND WILL BE CHANNELED VIA A DITCH FOR THE FRONT YARD AND THE BACK YARD WILL FLOW OVERLAND.

9. OUTLOT 'Z' SHALL BE PERMANENTLY TIED TO LOT 4, BLOCK A, DES MOINES CO. ADDITION. 10. LOTS 2 & 3 WILL REQUIRE A NEW SANITARY SERVICE BORED UNDER E BROADWAY. LOT 1 WILL UTILIZE THE EXISTING SERVICE. 11. LOTS 1 & 3 WILL REQUIRE NEW LIVE TAP WATER SERVICES. LOT 2 WILL UTILIZE THE EXISTING SERVICE. THE PROPOSED WATER AND SANITARY SEWER SERVICE LINES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER AND SHALL BE REQUIRED IN CONJUNCTION WITH THE BUILDING PERMIT FOR THE APPLICABLE LOT. ALL PROPOSED SERVICES WILL BE DESIGNED AND CONSTRUCTED AS REQUIRED BY THE PUBLIC WORKS DIRECTOR AND SHALL BE BORED UNDER THE STREET. OPEN CUTTING OF THE STREET, IF PERMITTED, REQUIRES THE STREET TO BE REPLACED WITH PCC PAVEMENT. 12. THE ONLY PERMITTED USE ON LOTS 1-3 IS SINGLE FAMILY DETACHED

RESIDENTIAL.

BENCHMARK

THE NORTHWESTERLY CORNER OF BROADWAY AND WALKER. SOUTH QUAD BOLT HEAD ON TOP OF HYDRANT

ELEVATION @ NAVD 88 DATUM _____881.24



13. 4' PUBLIC SIDEWALK WILL BE REQUIRED ALONG E. BROADWAY AND SUMMER STREET IN CONJUNCTION WITH THE BUILDING PERMIT.

PRELIMINARY PLAT STANLEY PLAT 1 Sheet 1 of 1

OWNER/APPLICANT KYLE HOUT

FIRST CHOICE RENOVATIONS 206 E BROADWAY STREET POLK CITY, IA 50226 E-MAIL: KHOUT@FCASITE.COM PHONE: 515-201-6280

ZONING EXISTING: R-2 & C-1

PROPOSED: P.U.D.

BULK REGULATIONS

<u>LOTS 1-4</u> MIN. LOT AREA - 4,825 S.F.

<u>SETBACKS</u> FRONT - 30' (20' ALONG SUMMER STREET) REAR - 30' SIDE - 6' MIN.

UTILITIES WATER: CITY OF POLK CITY WATER SYSTEM SANITARY: CITY OF POLK CITY SANITARY SEWER SYSTEM

DEVELOPMENT SCHEDULE

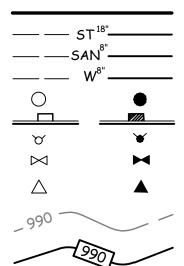
UTILITIES: SEPTEMBER 2020 FINAL PLATTING: SEPTEMBER 2020

LEGAL DESCRIPTION

LOTS 1-3 & THE NORTHEASTERLY ONE-HALF VACATED ALLEY ADJACENT TO SAID LOTS, BLOCK A, DES MOINES CO'S ADDITION TO POLK CITY, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA

SAID TRACT OF LAND CONTAINS 0.383 ACRES MORE OR LESS.

LEGEND EXISTING/PROPOSED



PLAT BOUNDARY STORM SEWER & SIZE — WATER MAIN & SIZE MANHOLE STORM INTAKE FIRE HYDRANT VALVE F.E.S. EXISTING CONTOURS PROPOSED CONTOURS

APPROVED FILTRATION SOCK

SILT FENCE OR

CERTIFICATION



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER JNDER THE LAWS OF THE STATE OF IOWA

CHRISTOPHER A. THOMPSON, P.E. IOWA LICENSE NO. 25323 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020 AGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET







FINAL PLAT REVIEW

Date: September 16, 2020 Project: Stanley Plat 1

GENERAL INFORMATION:

Applicant:	First Choice Renovations
Property Owner:	First Choice Renovation
Requested Action:	Approval of Final Plat
Location	Replat of Outlots in BCTC Plats 2 and 3
Size:	0.383 acres
Zoning:	P.U.D.
Proposed Use:	3 single family lots 1 Outlot for driveway

Compiled by: Kathleen Connor, Planner Project No.: 120.0824.01



PROJECT DESCRIPTION:

This Final Plat includes three single-family lots fronting on E. Broadway. These lots are restricted to single-family detached residential use only. These lots will need to comply with the PUD regulations establishing the minimum lot width shall be 45 feet; with the exception of corner lots which shall be 60 feet. These lots are in excess of the 4,825 square feet minimum lot size and conform to setback requirements per the PUD regulations.

No public improvements or easements are required. In accordance with the current Subdivision Ordinance, detention is not required. No park land dedication is required for subdivisions containing three or fewer single family residential lots.

FINAL PLAT REVIEW COMMENTS:

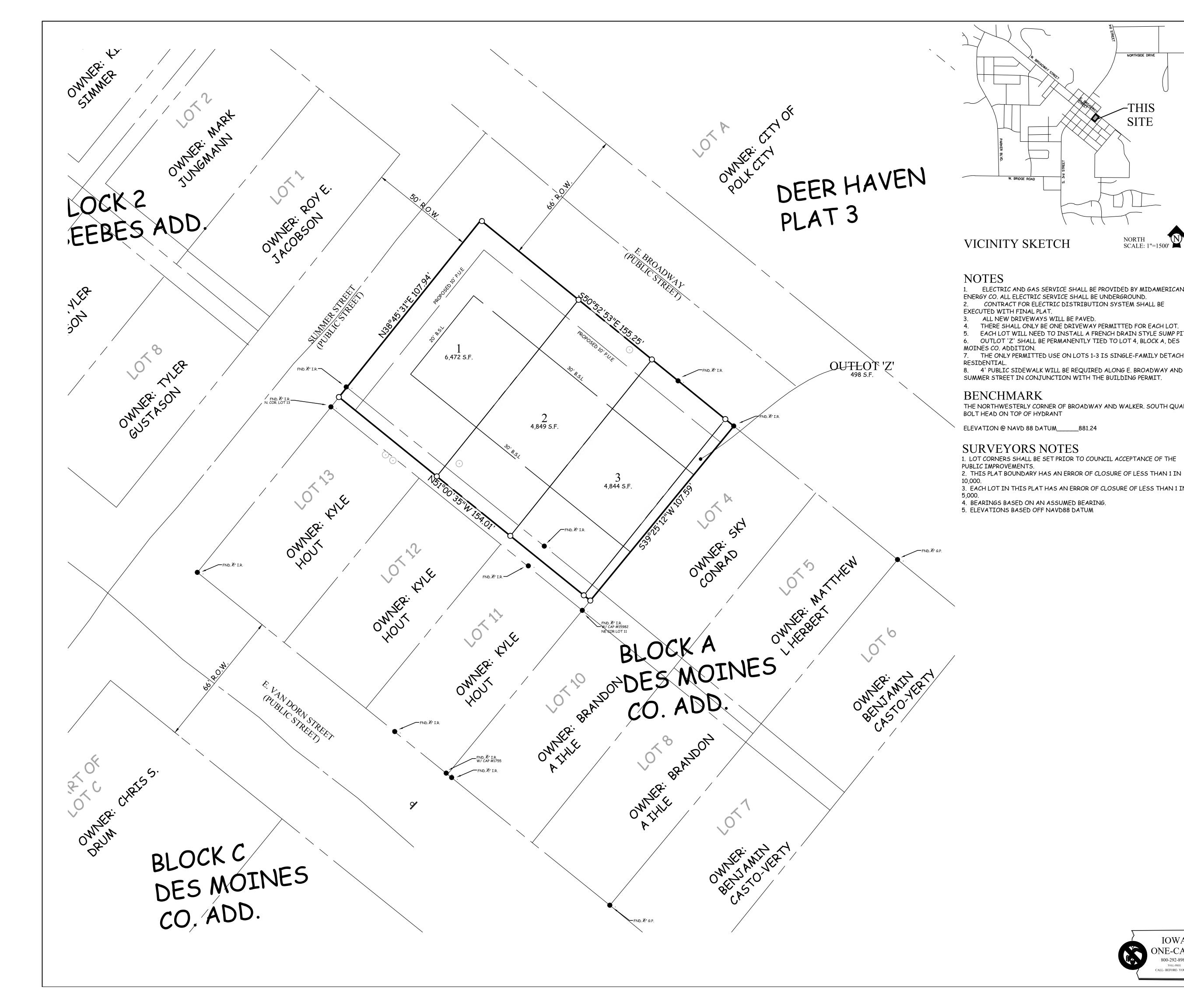
- A. Final Plat. All review comments were addressed on Submittal #3.
- B. Legal Documents. Prior to City Council consideration of this Final Plat, all legal documents, shall be approved by the City Attorney prior to this item being placed on the Council agenda. These documents include:
 - 1. *Record of Lot Tie Agreement* permanently tying Lots 11-13 and the abutting one-half vacated alley together in one parcel has been signed by the buyers, Amy Garrett and Chris Drumm..
 - 2. *Record of Lot Tie Agreement* permanently tying Outlot 'Z' to Lot 4 of Block A, Des Moines Co.'s Addition, to be signed by the buyer, Sky Conrad.

3. *Platting legal documents* including Title Opinion, Consent to Plat, and Certificate of Treasurer.

RECOMMENDATION:

Staff recommends P&Z approval of the Final Plat for Stanley Plat 1 subject to the following:

- 1. All legal documents being provided for review by the City Attorney prior this item being placed on the Council agenda.
- 2. Payment in full of all fees to the City of Polk City.





1. ELECTRIC AND GAS SERVICE SHALL BE PROVIDED BY MIDAMERICAN ENERGY CO. ALL ELECTRIC SERVICE SHALL BE UNDERGROUND. CONTRACT FOR ELECTRIC DISTRIBUTION SYSTEM SHALL BE

THERE SHALL ONLY BE ONE DRIVEWAY PERMITTED FOR EACH LOT. EACH LOT WILL NEED TO INSTALL A FRENCH DRAIN STYLE SUMP PIT. OUTLOT 'Z' SHALL BE PERMANENTLY TIED TO LOT 4, BLOCK A, DES

7. THE ONLY PERMITTED USE ON LOTS 1-3 IS SINGLE-FAMILY DETACHED

SUMMER STREET IN CONJUNCTION WITH THE BUILDING PERMIT.

THE NORTHWESTERLY CORNER OF BROADWAY AND WALKER. SOUTH QUAD

1. LOT CORNERS SHALL BE SET PRIOR TO COUNCIL ACCEPTANCE OF THE

2. THIS PLAT BOUNDARY HAS AN ERROR OF CLOSURE OF LESS THAN 1 IN

3. EACH LOT IN THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 IN

FINAL PLAT STANLEY PLAT 1 Sheet 1 of 1

OWNER/APPLICANT

KYLE HOUT FIRST CHOICE RENOVATIONS 206 E BROADWAY STREET POLK CITY, IA 50226 E-MAIL: KHOUT@FCASITE.COM PHONE: 515-201-6280

ZONING P.U.D.

BULK REGULATIONS

<u>LOTS 1-4</u> MIN. LOT AREA - 4,825 S.F.

<u>SETBACKS</u> FRONT - 30' (20' ALONG SUMMER STREET) REAR - 30' SIDE - 6' MIN.

LEGAL DESCRIPTION

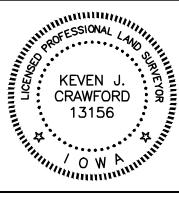
LOTS 1-3 & THE NORTHEASTERLY ONE-HALF VACATED ALLEY ADJACENT TO SAID LOTS, BLOCK A, DES MOINES CO'S ADDITION TO POLK CITY, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA

SAID TRACT OF LAND CONTAINS 0.383 ACRES MORE OR LESS.

LEGEND

	PLAT BOUNDARY
	SECTION CORNER
•	FOUND CORNER, AS NOTED
0	SET CORNER 5/8" I.R. W/ YELLOW CAP #13156
I.R.	IRON ROD
G.P.	GAS PIPE
D.	DEEDED DISTANCE
Μ.	MEASURED DISTANCE
R.	PREVIOUSLY RECORDED DISTANCE
P.U.E.	PUBLIC UTILITY EASEMENT
3333	ADDRESS
B.S.L.	BUILDING SETBACK LINE
M.O.E.	MINIMUM OPENING ELEVATION
M.P.E.	MINIMUM PROTECTION ELEVATION
N.R.	NOT RADIAL

CERTIFICATION



IOWA

ONE-CALL

800-292-8989 _{Toll-Free} CALL- BEFORE- YOU- DIG

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, AND THAT I AM A DULY ICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS O STATE OF IOWA

KEVEN J. CRAWFORD, PLS IOWA LICENSE NO. 13156 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020 AGES OR SHEETS COVERED BY THIS SEAL: This sheet only



RESOLUTION NO. 2020-105

A RESOLUTION APPROVING THE PRELIMINARY PLAT AND FINAL PLAT FOR STANLEY PLAT 1

WHEREAS, First Choice Renovations, 206 E Broadway St., Polk City, Iowa, submitted a Preliminary Plat for Stanley Plat 1; and

WHEREAS, First Choice Renovations, 206 E Broadway St., Polk City Iowa submitted a Final Plat including Record of Lot Tie Agreement with Amy Garrett and Chris Drumm permanently tying Lots 11-13 and the abutting one-half vacated alley together in one parcel, Record of Lot Tie Agreement with Sky Conrad permanently tying Outlot 'Z' to Lot 4 of Black A, Des Moines Co.'s Addition and all platting legal documents for Stanley Plat 1; and

WHEREAS, on September 21, 2020, the Polk City Planning and Zoning Commission met and recommended approval of the Preliminary Plat and Final Plat for Stanley Plat 1, subject to all review comments being satisfactorily addressed; and

WHEREAS, the City Engineer and the City Attorney have reviewed the Final Plat and all necessary legal documents and recommend approval of said preliminary and final plat.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the Planning and Zoning Commission, the City Engineer and the City Attorney and deems it appropriate to approve the Preliminary Plat and the Final Plat for Stanley Plat 1.

PASSED AND APPROVED the 28th day of September 2020.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk



FINAL PLAT REVIEW

Date:	September 23, 2020
Project:	Big Creek Valley Plat 2

Prepared by: Kathleen Connor Project No.: 120.0340.01

GENERAL INFORMATION:

Applicant:	MJR Developments I	LLC
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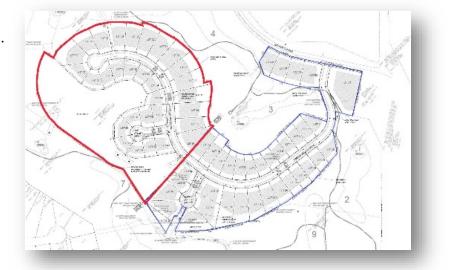
Request: Approval of Final Plat

Location: South of Hugg Drive

Size: 44.20 Acres

Zoning: P.U.D.

Proposed use: 30 SF lots 1 Outlot for detention



BACKGROUND & DECSRIPTION:

The subject parcel (outlined in red above) represents the second, and last, phase of development of the Big Creek Valley subdivision. The plat includes 30 single family lots and is consistent with the PUD Ordinance and approved Preliminary Plat. Big Creek Valley was originally platted as a part of Tournament Club of Iowa. The park land dedication was therefore fulfilled by the golf course, per agreement.

The public improvements include paving of Timber Valley Drive and Oak Valley Circle as well as the associated water main, sanitary sewer, storm sewer and services. The improvements also include the now-completed detention basins located on Outlot Z.

At this time, the developer is requesting Final Plat approval in order to begin selling lots in time for home construction to begin this fall. Construction is nearly complete, with only a couple minor clean up items to be completed prior to Council acceptance of the public improvements.

FINAL PLAT REVIEW COMMENTS:

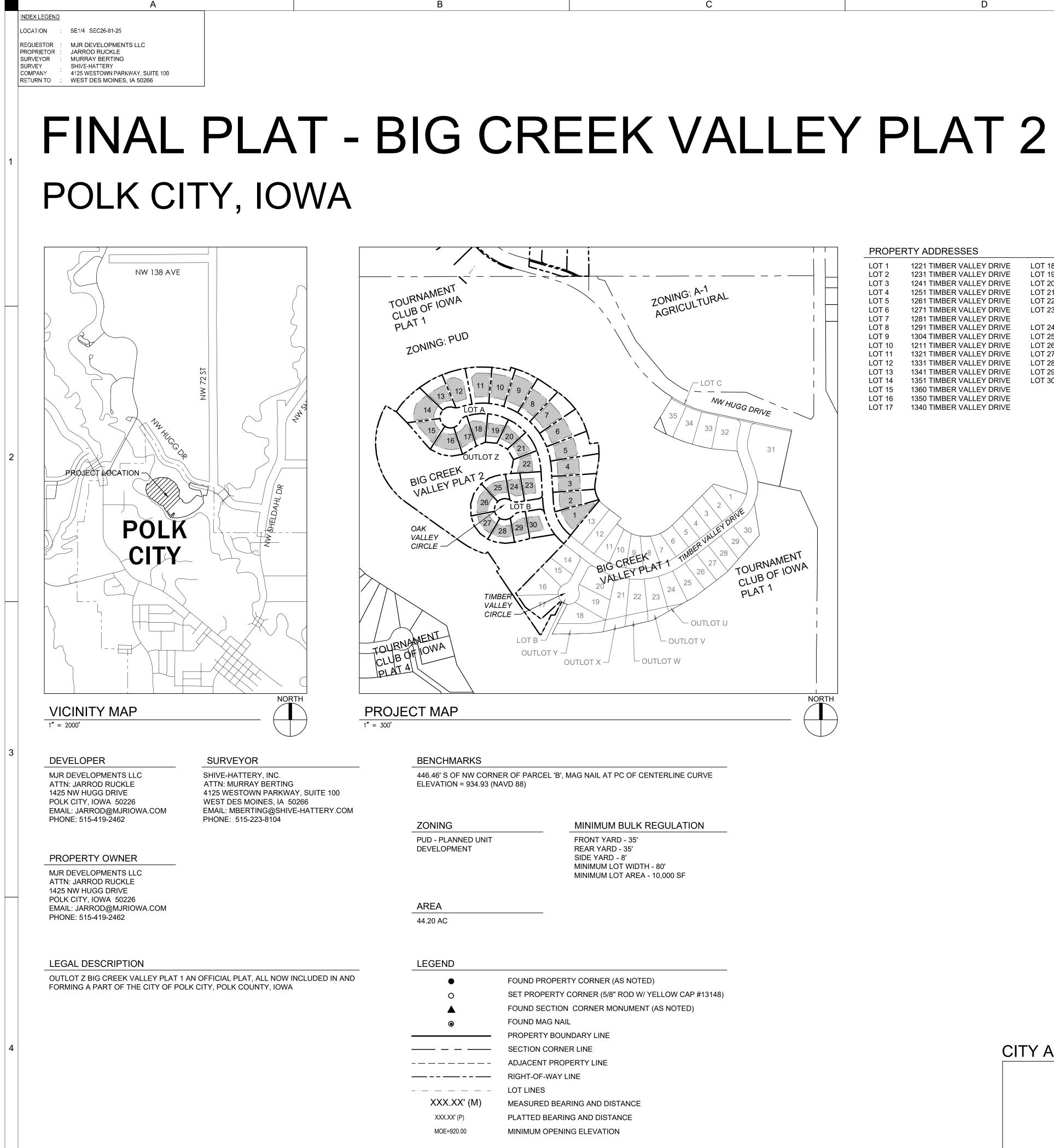
- A. Final Plat Drawing. All review comments have been addressed.
- B. Legal Documents. Prior to City Council consideration of this Final Plat, all legal documents, shall be reviewed and approved by the City Attorney prior to this item being placed on the Council agenda. These documents include:
 - 1. *Easement documents* for all public and private easements shown on the Final Plat, revised per the City Attorney's comments:

- a. Private Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement. (Amend or replace the recorded document so Lots 1-35 of Plat 1 and Lots 1-30 of Plat 2 are equally responsible for maintenance of entire easement area.)
- b. Overland Flowage Easement.
- c. Public Sanitary Sewer Easement.
- d. Public Storm Sewer Easement.
- e. Public Storm Sewer and Overland Flowage Easement.
- f. Public Utility Easement.
- g. Offsite Overland Flowage Easement (north of Lots 4 -7)
- 2. *Amended Covenants* and *Homeowners Association* to add the Plat 2 lots to the existing Plat 1 HOA since the property owners within both plats will together be responsible for maintenance of the detention basin.
- 3. *Platting legal documents* including Title Opinion, Consent(s) to Plat, and Certificate of Treasurer.
- 4. A *Warrantee Deed* for dedication of Lots A and B along with Groundwater Hazard Statement.
- 5. *Contract with Midland Power Cooperative* for streetlights and the electrical distribution system.
- C. **Public Improvements Construction.** The construction of the public improvements is complete with the exception of minor cleanup items enumerated on the Punchlist dated September 22, 2020. The developer will need to sign an Agreement to Complete covering the completion of these items. We will recommend acceptance of the public improvements once the punchlist is complete. However, since the outstanding items relate to cleaning debris out of the sewers, there is no reason to hold up issuance of Building Permits at this time.

RECOMMENDATION:

Based on the foregoing, P&Z and staff recommend Council approval of the Final Plat for Big Creek Valley Plat 2, subject to the following:

- 1. All legal documents, including easements and agreements, being provided for review and approval by the City Attorney prior to Council action.
- 2. Council approval of an Agreement to Complete the outstanding punchlist items with appropriate security prior to approval of the Final Plat.
- 3. Payment in full of all fees to the City of Polk City.



Α

В

LOT 1	1221 TIMBER VALLEY DRIVE	LOT 18	1330 TIMBER VALLEY DRIVE
LOT 2	1231 TIMBER VALLEY DRIVE	LOT 19	1320 TIMBER VALLEY DRIVE
LOT 3	1241 TIMBER VALLEY DRIVE	LOT 20	1290 TIMBER VALLEY DRIVE
LOT 4	1251 TIMBER VALLEY DRIVE	LOT 21	1270 TIMBER VALLEY DRIVE
LOT 5	1261 TIMBER VALLEY DRIVE	LOT 22	1260 TIMBER VALLEY DRIVE
LOT 6	1271 TIMBER VALLEY DRIVE	LOT 23	1240 TIMBER VALLEY DRIVE
LOT 7	1281 TIMBER VALLEY DRIVE		OR 1201 OAK VALLEY CIRCLE
LOT 8	1291 TIMBER VALLEY DRIVE	LOT 24	1211 OAK VALLEY CIRCLE
LOT 9	1304 TIMBER VALLEY DRIVE	LOT 25	1301 OAK VALLEY CIRCLE
LOT 10	1211 TIMBER VALLEY DRIVE	LOT 26	1311 OAK VALLEY CIRCLE
LOT 11	1321 TIMBER VALLEY DRIVE	LOT 27	1310 OAK VALLEY CIRCLE
LOT 12	1331 TIMBER VALLEY DRIVE	LOT 28	1300 OAK VALLEY CIRCLE
LOT 13	1341 TIMBER VALLEY DRIVE	LOT 29	1210 OAK VALLEY CIRCLE
LOT 14	1351 TIMBER VALLEY DRIVE	LOT 30	1230 TIMBER VALLEY DRIVE
LOT 15	1360 TIMBER VALLEY DRIVE		OR 1200 OAK VALLEY CIRCLE
LOT 16	1350 TIMBER VALLEY DRIVE		
LOT 17	1340 TIMBER VALLEY DRIVE		

D

PROPERTY ADDRESSES

CITY APPROVAL

С

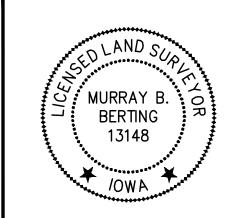
THIS SPACE RESERVED FOR RECORDER'S USE

NOTES

3

- 1. THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO REMOVE DRAINAGE OBSTRUCTIONS FROM OVERLAND FLOWAGE EASEMENT AREAS.
- 2. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL EMBANKMENTS, INCLUDING REPAIR OF ANY DAMAGE DUE TO EROSION, WITHIN ALL DETENTION BASIN EASEMENTS, OVERLAND FLOWAGE EASEMENTS OR PRIVATE YARDS WITHIN THEIR PROPERTY.
- AN ESTABLISHED HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL EMBANKMENTS, INCLUDING REPAIR OF ANY DAMAGE DUE TO EROSION, WITHIN ALL DETENTION BASIN EASEMENTS OR OVERLAND FLOWAGE EASEMENTS WITHIN OUTLOT Z.
- 4. NO LOT WITHIN THIS PLAT SHALL BE PERMITTED TO HAVE AN INDIVIDUAL MAILBOX.
- 5. NO LOT SHALL BE PERMITTED MORE THAN ONE DRIVEWAY.
- 6. THE PROPERTY OWNERS OF LOT 19 AND LOT 23 SHALL BE RESPONSIBLE FOR SNOW REMOVAL AND SIDEWALK REPAIR AT EACH CLUSTER MAILBOX ADJACENT TO THEIR LOT.
- 7. LOTS A AND B SHALL BE DEDICATED TO THE CITY OF POLK CITY FOR PUBLIC STREET RIGHT-OF-WAY. 8. THE MINIMUM OPENING ELEVATION (M.O.E.) SHALL BE THE ELEVATION OF THE LOWEST OPENING.
- 9. THE MINIMUM BASEMENT ELEVATION (M.B.E.) SHALL BE THE ELEVATION OF THE LOWEST FLOOR, INCLUDING BASEMENT.
- 10. AN ELEVATION CERTIFICATE WILL NEED TO BE PROVIDED TO THE CITY PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY ON ALL LOTS WITH A DESIGNATED M.O.E. OR M.B.E. TO DEMONSTRATE PROTECTION ELEVATION REQUIREMENTS HAVE BEEN MET.
- 11. ALL GENERAL REGULATIONS, PERFORMANCE STANDARDS, AND PROVISIONS SET FORTH IN CHAPTER 169.05 FOR THE R-1 SINGLE FAMILY DETACHED RESIDENTIAL DISTRICT SHALL APPLY TO LOTS 1-30.
- 12. THE PRIVATE STORM WATER MANAGEMENT FACILITY SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION IN ACCORDANCE WITH THE STORM WATER AND MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT MAINTENANCE AGREEMENT.
- 13. IN CONJUNCTION WITH THE BUILDING PERMIT APPLICATION FOR EACH LOT, THE PROPERTY OWNER SHALL PAY THE CITY OF POLK CITY A FEE IN THE AMOUNT OF \$3000.00 IN ADDITION TO THE STANDARD BUILDING PERMIT FEES IN ACCORDANCE WITH THE AMENDMENT TO DEVELOPMENT AGREEMENT RECORDED ON APRIL 16, 2010 IN BOOK 13412, PAGE 182, PROVIDED SAID BUILDING PERMIT IS APPLIED FOR PRIOR TO THE DATE THE TAX INCREMENT FINANCING EXPIRES FOR BIG CREEK VALLEY PLAT 1 AS DETERMINED BY THE POLK COUNTY ASSESSOR.

AND SURVEYOR



Printed or typed name: MURRAY B. BERTING 13148 License Number:

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS

UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DUILY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR

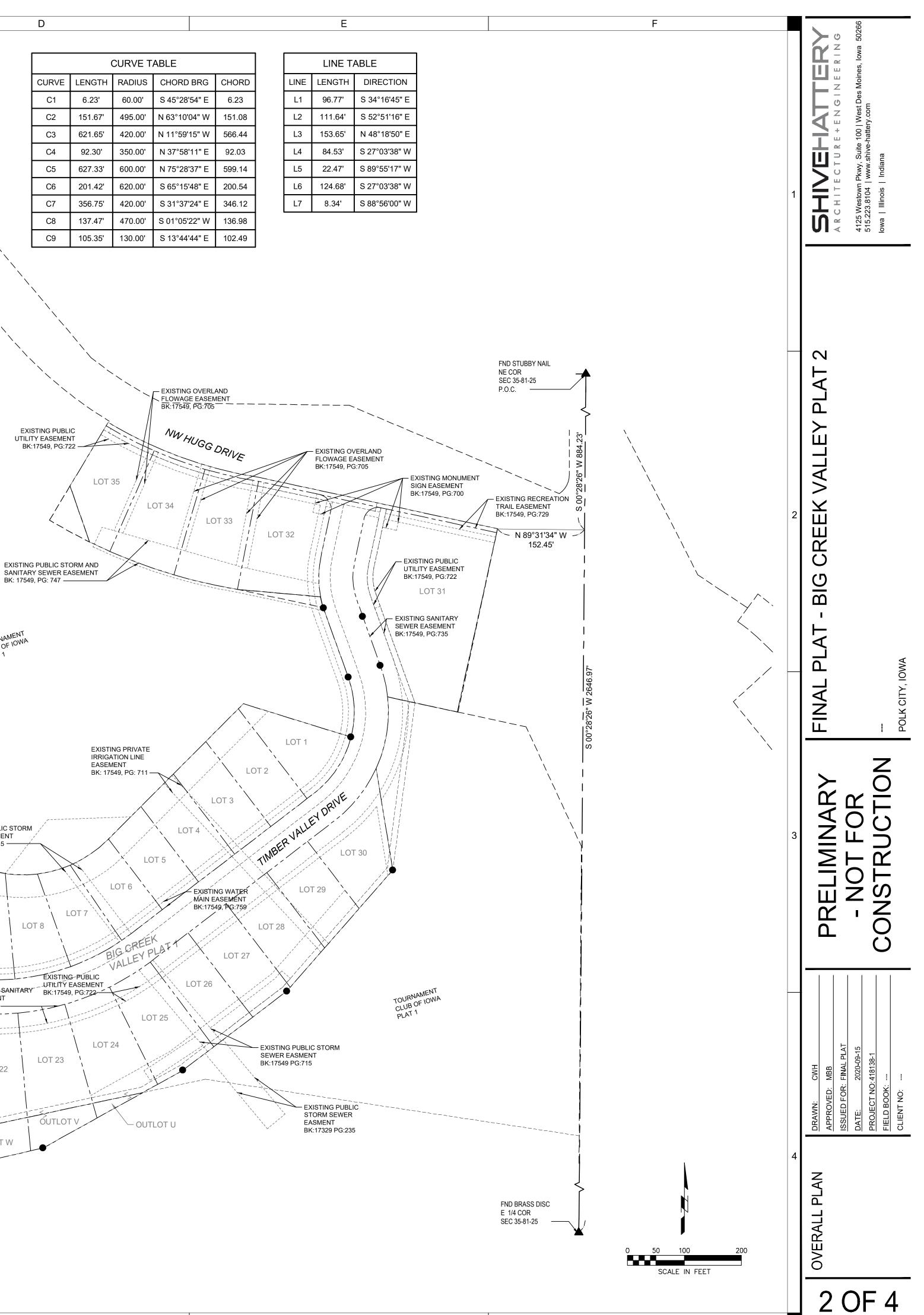
My License Renewal Date is: DECEMBER 31, 2020 PAGES. SHEETS OR DIVISIONS COVERED BY THIS SEAL: ALL SHEETS

Signature:

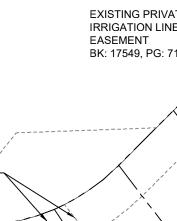
1	SHAPACHATATARY A R C H I T E C T U R E + E N G I N E E R I N G 4125 Westown Pkwy, Suite 100 West Des Moines, Iowa 50266 515.223.8104 fax: 515.223.0622 www.shive-hattery.com Iowa Illinois Indiana
2	INAL PLAT - BIG CREEK VALLEY PLAT 2 DK CITY, IOWA
3	<pre>- PRELIMINARY = FINAL PI NOT FOR = CONSTRUCTION =</pre>
4	- CWH APPROVED: MBB ISSUED FOR: FINAL PLAT DATE: 2020-09-15 PROJECT NO: 418138-1 FIELD BOOK: CLIENT NO:
	LOVER SHEET

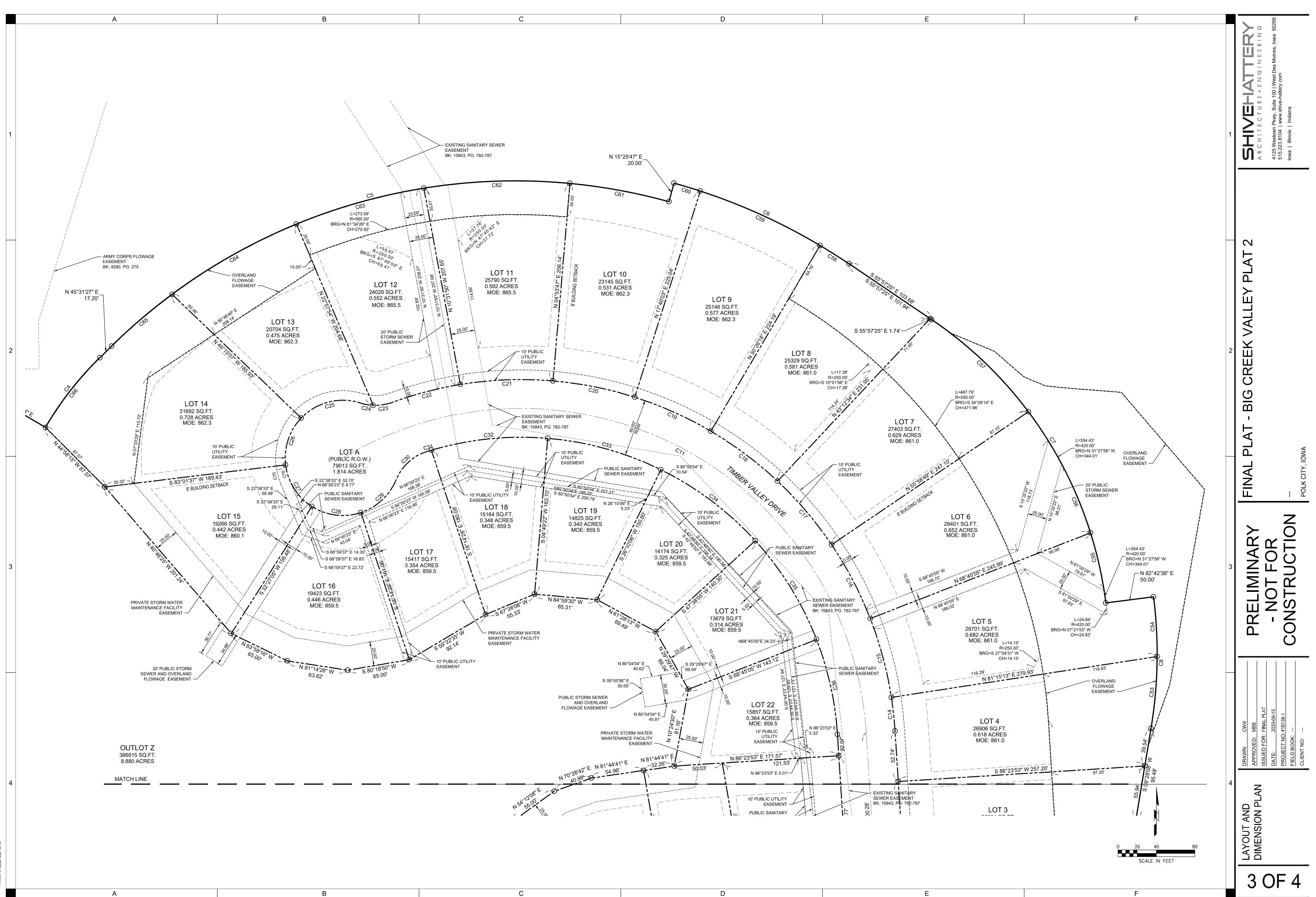


С		D							E	
				CURVE T	ABLE		I		LINE TA	— AE
		CURVE	LENGTH	RADIUS	CHORD BRG	CHORD		LINE	LENGTH	
		C1	6.23'	60.00'	S 45°28'54" E	6.23		L1	96.77'	٤
		C2	151.67'	495.00'	N 63°10'04" W	151.08		L2	111.64'	٤
		C3	621.65'	420.00'	N 11°59'15" W	566.44		L3	153.65'	Ν
		C4	92.30'	350.00'	N 37°58'11" E	92.03		L4	84.53'	s
		C5	627.33'	600.00'	N 75°28'37" E	599.14		L5	22.47'	s
		C6	201.42'	620.00'	S 65°15'48" E	200.54		L6	124.68'	s
	\mathbf{Y}	C7	356.75'	420.00'	S 31°37'24" E	346.12		L7	8.34'	s
		C8	137.47'	470.00'	S 01°05'22" W	136.98				
		C9	105.35'	130.00'	S 13°44'44" E	102.49				
Q.					EXISTING OVERL	AND MENT			(
			``` <u>`</u>		ык:17549, PG:705					\









# С

D

В

238.58

160.95

56.31

35.03

84.93

86.75

86.75

86.75

86.75

86.75

96.57

73.48

19.85

13.27

63.83

51.40

51.26

51.37

50.47

	CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BRG	CHORD	
C30	44.18'	50.00'	N 47°19'52" E	42.75	
C31	5.29'	330.00'	N 73°06'03" E	5.29	
C32	122.47'	330.00'	N 84°11'30" E	121.77	
C33	122.95'	330.00'	S 74°30'10" E	122.24	
C34	123.65'	330.00'	S 53°05'43" E	122.92	
C35	121.60'	330.00'	S 31°48'18" E	120.91	
C36	101.66'	330.00'	S 12°25'24" E	101.26	
C37	36.11'	25.00'	S 40°02'59" W	33.05	
C38	37.82'	50.00'	N 76°56'30" W	36.93	
C39	8.38'	60.00'	N 59°16'16" W	8.37	
C40	73.09'	60.00'	S 81°49'59" W	68.65	
C41	61.20'	60.00'	S 17°43'04" W	58.58	
C42	50.83'	60.00'	S 35°46'14" E	49.32	
C43	63.61'	60.00'	N 89°35'26" E	60.67	
C44	22.17'	60.00'	N 48°38'00" E	22.05	
C45	37.82'	50.00'	N 59°43'00" E	36.93	
C46	37.17'	25.00'	S 56°00'59" E	33.84	
C47	56.55'	330.00'	S 08°30'40" E	56.48	
C48	138.68'	330.00'	S 25°27'33" E	137.66	
C49	75.65'	330.00'	S 44°03'57" E	75.49	

			MATCH LINE	N 70°
			·	N 54° 12'08" E - 0
			100 100 100 100 100 100 100 100 100 100	
			4 ³⁰ 10	
			N 17°17'30"E	
			0.4	LOT 26 / 820 SQ.FT. / 109 ACRES / OE: 859.5 /
3		20' PUBLIC STORM SEWER AND OVERLAND FLOWAGE EASEMENT		
			2 2 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	PUBLIC SANITARY SEWER EASEMENT
			N 11.0065551 W. 1.1.	\$ 08°42'22" E 25.00' LOT 27
		PRIVATE STORM WATER MANAGEMENT FACILITY EASEMENT	Z Z	15020 SQ.FT. 0.345 ACRES MOE: 859.5
			55 55. -385. -4	
			W.	53°05'10" W 54.26, W 48.73
	X	EXISTING STORM SEWER EASEMENT BK: 15843, PG: 753		48.73
1			C2	\$ 55°43'1 20.00'
			ARMY CORPS FLOWAGE	
			EASEMENT BK: 4280, PG: 275	T ST
	Α		В	

Α

LOCATION : SE1/4 SEC26-81-25 REQUESTOR : MJR DEVELOPMENTS LLC PROPRIETOR : JARROD RUCKLE SURVEYOR : MURRAY BERTING SHIVE-HATTERY COMPANY 4125 WESTOWN PARKWAY, SUITE 100

RETURN TO : WEST DES MOINES, IA 50266

INDEX LEGEND

SURVEY

CURVE TABLE

CURVE LENGTH RADIUS CHORD BRG CHORD

300.00' S 27°01'56" E

270.00' N 32°54'47" W

270.00' N 09°35'14" W

390.00' N 06°10'20" W

390.00' N 14°59'51" W

390.00' N 53°10'34" W

390.00' N 65°56'50" W

390.00' N 78°43'05" W

390.00' S 87°47'03" W

390.00' S 75°16'00" W

49.99' S 81°18'31" W

49.99' N 79°36'35" W

60.00' S 75°52'55" W

60.00' S 18°23'15" W

60.00' S 32°15'39" E

60.00' S 82°53'41" E

60.00' N 46°53'24" E

86.93' 390.00' N 27°38'03" W

86.93' 390.00' N 40°24'19" W

360.00' N 62°18'37" W 615.26

245.36'

737.75'

163.43'

56.41'

35.04'

85.10'

86.93'

86.93'

86.93'

96.82'

73.59'

19.98'

13.31'

67.30'

53.12'

52.96'

53.08'

52.09'

C10

C11

C12

C13

C14

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C18

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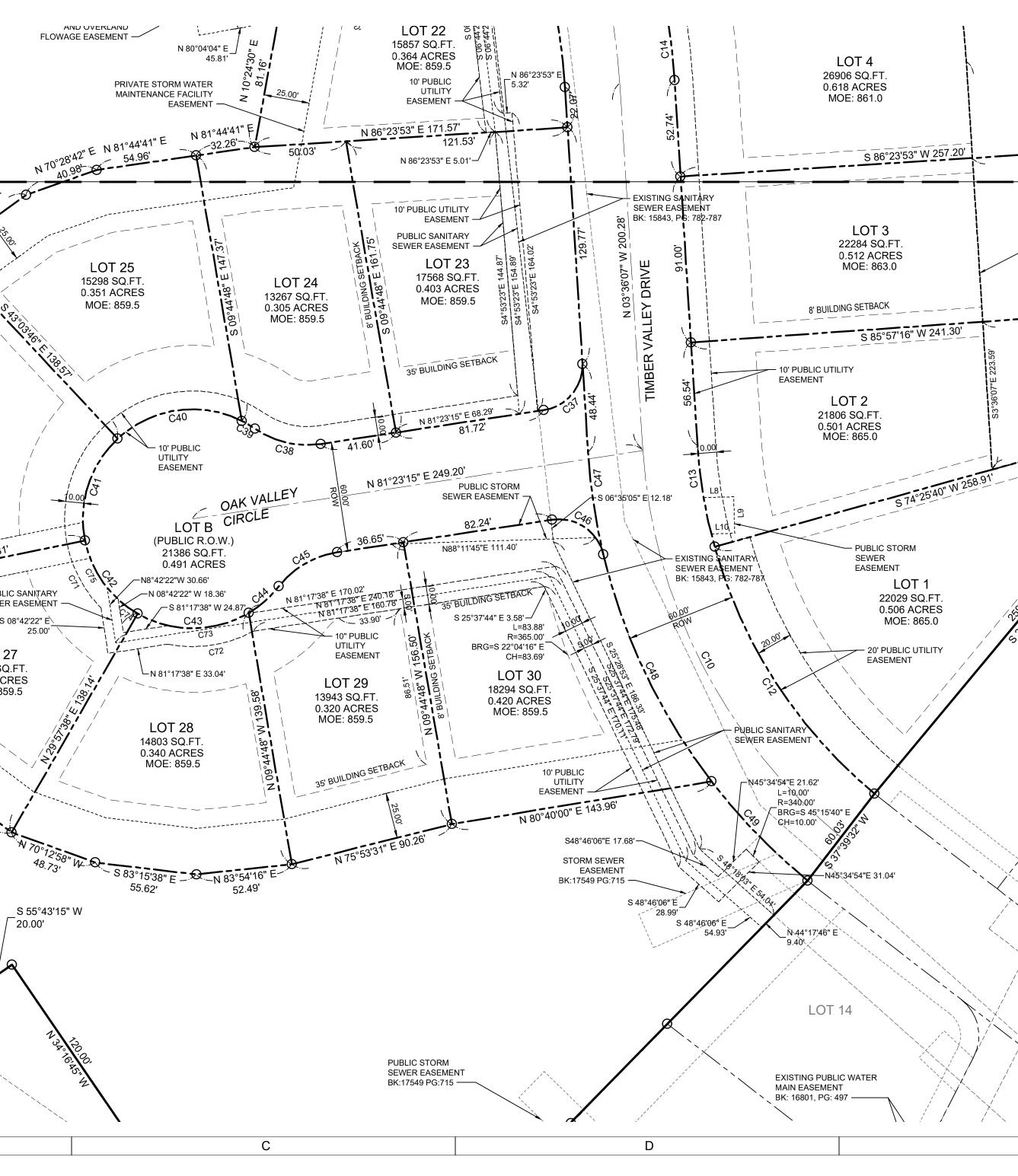
C29

С

CURVE TABLE					
LENGTH	RADIUS	CHORD BRG	CHORD		
6.52'	130.00'	S 35°31'22" E	6.52		
63.92'	130.00'	S 19°59'58" E	63.28		
34.90'	130.00'	S 01°46'40" W	34.80		
75.22'	470.00'	S 04°53'01" W	75.14		
62.25'	470.00'	S 03°29'45" E	62.20		
74.72'	420.00'	S 12°23'10" E	74.62		
142.27'	420.00'	S 27°11'13" E	141.59		
139.76'	420.00'	S 46°25'27" E	139.12		
35.78'	620.00'	S 57°36'35" E	35.77		
136.99'	620.00'	S 65°35'33" E	136.71		
28.65'	620.00'	S 73°14'47" E	28.65		
104.88'	600.00'	S 79°34'41" E	104.75		
152.54'	600.00'	N 88°07'51" E	152.13		
138.07'	600.00'	N 74°15'19" E	137.77		
148.99'	600.00'	N 60°32'57" E	148.61		
82.84'	600.00'	N 49°28'46" E	82.78		
92.30'	350.00'	N 37°58'11" E	92.03		
26.99'	25.00'	S 67°41'12" E	25.70		
7.29'	270.00'	N 14°47'56" W	7.29		
20.32'	270.00'	N 11°52'11" W	20.31		
	LENGTH 6.52' 63.92' 34.90' 75.22' 62.25' 142.27' 139.76' 35.78' 136.99' 28.65' 104.88' 152.54' 138.07' 148.99' 82.84' 92.30' 26.99' 7.29'	LENGTH         RADIUS           6.52'         130.00'           63.92'         130.00'           34.90'         130.00'           34.90'         130.00'           75.22'         470.00'           62.25'         470.00'           74.72'         420.00'           139.76'         420.00'           35.78'         620.00'           136.99'         620.00'           136.99'         620.00'           136.99'         600.00'           138.07'         600.00'           138.07'         600.00'           148.99'         600.00'           92.30'         350.00'           26.99'         25.00'           7.29'         270.00'	LENGTHRADIUSCHORD BRG6.52'130.00'S 35°31'22" E63.92'130.00'S 19°59'58" E34.90'130.00'S 01°46'40" W75.22'470.00'S 04°53'01" W62.25'470.00'S 03°29'45" E74.72'420.00'S 12°23'10" E142.27'420.00'S 27°11'13" E139.76'420.00'S 46°25'27" E35.78'620.00'S 57°36'35" E136.99'620.00'S 65°35'33" E104.88'600.00'S 79°34'41" E138.07'600.00'N 74°15'19" E148.99'600.00'N 60°32'57" E82.84'600.00'N 49°28'46" E92.30'350.00'N 37°58'11" E26.99'25.00'S 67°41'12" E		

D

	CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BRG	CHORD	
C70	19.14'	70.00'	S 14°48'28" E	19.08	
C71	40.16'	70.00'	S 27°56'15" E	39.61	
C72	48.62'	70.00'	N 81°17'38" E	47.65	
C73	45.05'	60.00'	S 81°17'38" W	44.00	
C74	22.16'	60.00'	S 49°27'39" E	22.03	
C75	37.53'	60.00'	N 29°25'15" W	36.92	
C76	16.41'	60.00'	N 14°48'28" W	16.36	
	16.41'	60.00'		16.36	



E		F	99
LINE TABLE LINE LENGTH DIRECTION L8 16.42' S 88°11'45" W			V E E R I N G Moines, Iowa 50
L9         20.00'         N 01°48'15" W           L10         12.87'         N 88°11'45" E			E N G I N I West Des M
			T E C T U R E + vn Pkwy, Suite 100 4   www.shive-hatte s   Indiana
97.20' 97.20' OVERLAND FLOWAGE EASEMENT SO 81.29' 0 0 0 0 0 0 0 0 0 0 0 0 0			FINAL PLAT - BIG CREEK VALLEY PLAT 2 
101.36 C50 259.25 LOT 13			PRELIMINARY - NOT FOR CONSTRUCTION
LOT 12	LO		LAYOUT AND       DRAWN: CWH         LAYOUT AND       APPROVED: MBB         DIMENSION PLAN       APPROVED: MBB         ISSUED FOR: FINAL PLAT       ENALE PLAT         DATE:       2020-09-15         PROJECT NO: 418138-1       FIELD BOOK:         CLIENT NO:       CLIENT NO:
		20 40 80 SCALE IN FEET	
E		F	4 OF 4

#### **RESOLUTION NO. 2020-106**

#### A RESOLUTION APPROVING THE FINAL PLAT INCLUDING AN AGREEMENT TO COMPLETE, EASEMENTS, WARRANTY DEED AND LEGAL DOCUMENTS FOR BIG CREEK VALLEY PLAT 2

WHEREAS, Shive-Hattery, on behalf of Jarrod Ruckle and MJR Development, has submitted a Final Plat, including an agreement to complete, easements, record of lot tie agreements, warranty deed and legal documents for Big Creek Valley Plat 2; and

WHEREAS, on September 21, 2020, the Polk City Planning and Zoning Commission met and recommended approval of the Final Plat for Big Creek Valley Plat 2, subject to completion of the City Engineer's review comments and recommendations being satisfactorily addressed; and

WHEREAS, the developer has completed the public improvements except for items enumerated on the punchlist dated September 22, 2020 and the developer has signed an Agreement to Complete which covers their responsibility for completing the outstanding punchlist items; and

WHEREAS, the developer has provided a Certified Check in the amount of \$7,750 to cover the cost of completing the public improvements and establishment of seeding, said check to be returned by the City Manager following City Council acceptance of the public improvements and the developer has paid all fees; and

WHEREAS, the City Engineer and City Attorney have reviewed the Final Plat and all necessary legal documents including warranty deeds, agreements, and easements and finds that all review comments have been satisfactorily addressed and therefore recommends approval of said Final Plat.

**NOW, THEREFORE, BE IT RESOLVED,** the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the Planning and Zoning Commission and the City Engineer and deems it appropriate to approve the Final Plat, including Agreements, Easements and Warranty Deed for Big Creek Valley Plat 2.

**PASSED AND APPROVED** the 28th day September 2020.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

#### AGREEMENT TO COMPLETE PUBLIC IMPROVEMENTS BIG CREEK VALLEY PLAT 2

THIS AGREEMENT made and entered into as of the 28th day of September, 2020, by and MJR Developments LLC, c/o Jarrod Ruckle, 1425 NW Hugg Drive, Polk City IA 50226; an Iowa limited liability company ("Developer") and the City of Polk City, Iowa, an Iowa municipal corporation, ("Polk City").

WHEREAS, on April 27, 2020, the City of Polk City approved the Construction Drawings for Public Improvements for Big Creek Valley Plat 1; and

WHEREAS, the Developer has submitted to Polk City the final plat entitled Big Creek Valley Plat 2 for its consideration and approval; and

WHEREAS, the Developer has substantially completed construction of the public improvements in accordance with said approved Construction Drawings for Big Creek Valley Plat 2, however certain public improvements have not yet been completed by the Developer to the satisfaction of Polk City; and

WHEREAS, Polk City is desirous of approving the final plat to expedite lots sales within said Plat 2 in accordance with the regulations and requirements of Polk City subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of Polk City approving said plat and in further consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

- 1. Developer has not yet completed the attached Punchlist dated September 22, 2020. Developer shall complete these Punchlist items (the "Improvements") in accordance with Polk City specifications and the approved Construction Drawings. All Punchlist items shall be completed and ready for Council acceptance, with the exception of the establishment of seeding, on or before October 30, 2020.
- 2. Developer has provided a certified check in the amount of <u>\$ 7,750.00</u> to Polk City as security for the completion of the Improvements.
- 3. Developer agrees that in the event Developer fails to complete the Improvements in accordance with this Agreement, upon receipt of any invoice therefor, Polk City shall use the funds provided by the Developer to pay any and all actual costs incurred by Polk City for legal services, engineering services including construction observation, street signs, and services of other persons or entities employed by Polk City (other than Polk City staff personnel) for, or any way involved in, the review and inspection of Big Creek Valley Plat 2 and all

Improvements intended for public use or benefit or to be constructed or caused to be constructed by the Developer.

- 4. Following completion of the Improvements and payment of all fees, the Public Improvements for Big Creek Valley Plat 2 shall be accepted by the City Council of Polk City.
- 5. Following establishment of grass, removal of all tree and brush piles, and payment of all fees, the City Manager shall return the balance of said check designated for such work.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

MJR DEVELOPMENTS, LLC

CITY OF POLK CITY, IOWA

-			
By:			
Dy.			

By: ______ Jason Morse, Mayor

ATTEST:

Title:

Jenny Gibbons, City Clerk



#### BIG CREEK TECHNOLOGY CAMPUS PLAT 5 CLOSURE TABLE

NAME: LOT I

NORTH: 650134.2990' EAST: 1583834.8280'

SEGMENT #I : LINE COURSE: SOO°O2'12.61"E LENGTH: 343.45' NORTH: 649790.8491' EAST: 1583835.0488'

SEGMENT #2 : LINE COURSE: N89°58'47.68"W LENGTH: 252.48' NORTH: 649790.9376' EAST: 1583582.5688'

SEGMENT #3 : LINE COURSE: NOO°00'55.50"W LENGTH: 343.84' NORTH: 650134.7776' EAST: 1583582.4763'

SEGMENT #4 : LINE COURSE: 589°53'34.25"E LENGTH: 252.35' NORTH: 650134.3057' EAST: 1583834.8259'

PERIMETER: 1192.12' AREA: 86740.94 SQ. FT. 0.0070 COURSE: NI7°48'50.32"W ERROR CLOSURE: ERROR NORTH: 0.00665 EAST: -0.00214

PRECISION 1: 170302.86

NAME: LOT 2

NORTH: 649790.8453' EAST: 1583835.0488'

SEGMENT #1 : LINE COURSE: NOO°02'12.61"W LENGTH: 343.45' NORTH: 650134.2952' EAST: 1583834.8280'

SEGMENT #2 : LINE COURSE: 589°58'42.29"E LENGTH: 250.00'

NORTH: 650134.2010' EAST: 1584084.8280' SEGMENT #3 : LINE

COURSE: SOO°02'12.61"E LENGTH: 343.45' NORTH: 649790.7511' EAST: 1584085.0488'

SEGMENT #4 : LINE COURSE: N89°58'47.68"W LENGTH: 250.00' NORTH: 649790.8388' EAST: 1583835.0488'

PERIMETER: 1186.90' AREA: 85862.60 SQ. FT. ERROR CLOSURE: 0.0065 COURSE: SOO°01'15.01"W ERROR NORTH: -0.00653 EAST: -0.00000

PRECISION 1: 182600.00

#### NOTES

- STORM WATER DETENTION AND DRAINAGE FACILITIES FOR EACH PARCEL SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER AT THE TIME LOT I AND LOT 2 ARE FURTHER DEVELOPED.
- STREET TREES SHALL BE PROVIDED ALONG THE DEVELOPED LOTS AS EACH LOT IS BUILT SPACED NO MORE THAN 60 FEET APART. THESE TREES SHALL BE PLACED IN THE FRONT 20 FEET OF EACH LOT IMMEDIATELY ADJACENT TO E. VISTA LAKE AVENUE RIGHT-OF-WAY. TREE SPECIES SHALL BE RED MAPLE AND/OR HARVEST GOLD LINDEN. SUBSTITUTION OF ANY VARIETY SHALL REQUIRE THE APPROVAL OF THE OWNER/DEVELOPER.
- TYPE 'C' BUFFER PLANTINGS WILL BE INSTALLED WITH THE SITE PLAN FOR LOTS I & LOT 2. ALL SETBACKS SHALL CONFORM TO THE REQUIREMENTS OF THE APPLICABLE ZONING DISTRICT(S) AT THE TIME OF FURTHER DEVELOPMENT
- A BUFFER EASEMENT ALONG THE NORTH SIDE OF LOTS I AND LOT 2 SHALL BE RECORDED PRIOR TO APPROVAL OF A SITE PLAN OR ISSUANCE OF A BUILDING PERMIT FOR THE RESPECTIVE LOT BASED ON THE MOST RESTRICTIVE ZONING ON SAID LOT AT THE TIME OF FURTHER DEVELOPMENT. NO BUFFER EASEMENT SHALL BE REQUIRED IF THE ENTIRE LOT OR OUTLOT IS TONED R-L
- OVERSTORY TREES SHALL BE PLANTED AT 40 FEET ON CENTER ALONG E. VISTA LAKE AVENUE IN CONJUNCTION WITH THE SITE PLAN FOR LOTS I AND 2. OVERSTORY TREES SHALL BE SELECTED FROM POLK CITY'S APPROVED TREE LIST
- THE IO' WIDE RECREATIONAL TRAIL SHALL BE CONSTRUCTED AS A SITE PLAN IMPROVEMENT FOR LOTS I AND 2, FOLLOWING THE FUTURE PLATTING, UNLESS THE CITY DEEMS IT APPROPRIATE TO CONSTRUCT THE TRAIL THEMSELVES PRIOR TO APPROVAL OF THE SITE PLAN.
- 8. ALL LOTS SHALL BE SERVED BY A CLUSTER MAIL BOX AS APPROVED BY POLK CITY PUBLIC WORKS DIRECTOR AND USPS.

## UTILITIES

POLK CITY PUBLIC WORKS ADDRESS: 301 E NORTHSIDE DR, POLK CITY, IA 50226 PHONE: (515) 984-9280

SANITARY SEWER - CITY OF POLK CITY STORM SEWER - CITY OF POLK CITY - CITY OF POLK CITY WATER

NATURAL GAS UTILITY MID AMERICAN ENERGY 666 GRAND AVENUE DES MOINES, IA 50309 CONTACT: JIM KEISLAR PHONE: 515-252-6472

ELECTRIC MIDAMERICAN ENERGY CORPORATION SARA LULOW PHONE: (515)281-2291 EMAIL: SLULOW@MIDAMERICAN.COM

MIDLAND POWER COOPERATIVE NORM FANDEL 1005 E. LINCOLN WAY

JEFFERSON, IA 50129 515-386-4111 N.FANDEL@MIDLANDPOWER.COOP

TELEPHONE

CENTURY LINK 2103 E UNIVERSITY DES MOINES, IA 50317 CONTACT: DAVE HARRIS PHONE: 303-263-7250

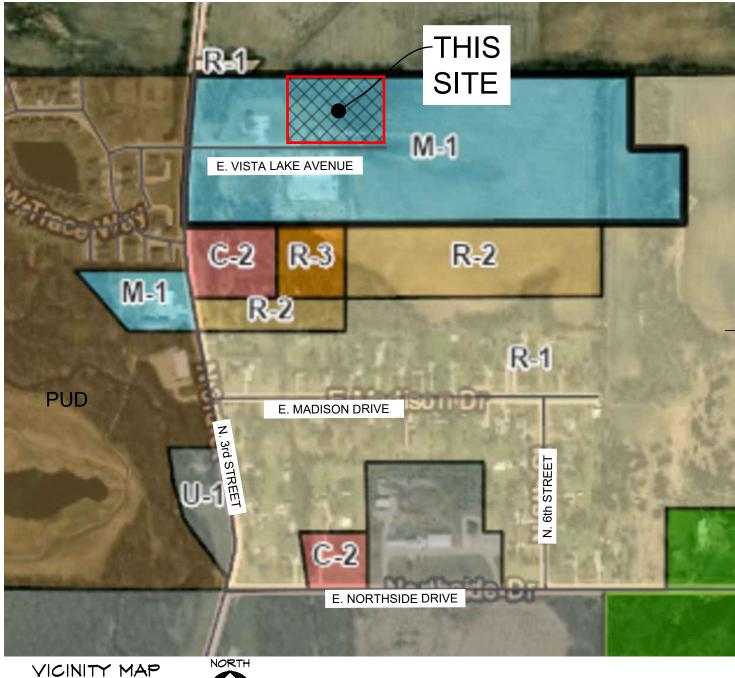
BUILDING DEPARTMENT II2 3RD STREET PO BOX 426 POLK CITY, IA 50226 PHONE: 515-984-6233 FAX: 515-984-6177 SUPPORT@POLKCITYIA.GOV

HEALTH DEPARTMENT

POLK COUNTY PUBLIC HEALTH DEPARTMENT ADDRESS: 1907 CARPENTER AVE, DES MOINES, IA 50314 PHONE: (515) 286-3798 TOLL FREE: 866-209-1300 EMAIL: HEALTHDEPT@POLKCOUNTYIOWA.GOV

FIRE DEPARTMENT II2 3RD STREET PO BOX 426 POLK CITY, IA 50226 FIRE CHIEF - JIM MITCHELL STATION PHONE NUMBER -515.984.6304 FIREDEPARTMENT@POLKCITYFD.COM WWW.POLKCITYFD.COM

# FINAL PLAT BIG CREEK TECHNOLOGY CAMPUS PLAT 5 S|/2 - SEC. 36 - 8| - 25POLK CITY, IONA



#### LEGAL DESCRIPTION

OUTLOT 'X', BIG CREEK TECHNOLOGY CAMPUS PLAT 2, AN OFFICIAL PLAT RECORDED IN BOOK 16531, PAGE 326-336 AT THE POLK COUNTY RECORDER'S OFFICE, CITY OF POLK CITY, POLK COUNTY, IOWA OUTLOT 'Z', BIG CREEK TECHNOLOGY CAMPUS PLAT 3, AN OFFICIAL PLAT

RECORDED IN BOOK 16665, PAGE 17-27 AT THE POLK COUNTY RECORDER'S OFFICE, CITY OF POLK CITY, POLK COUNTY, IOWA, CONTAINING 3.96 ACRES MORE OR LESS

|" = 500'

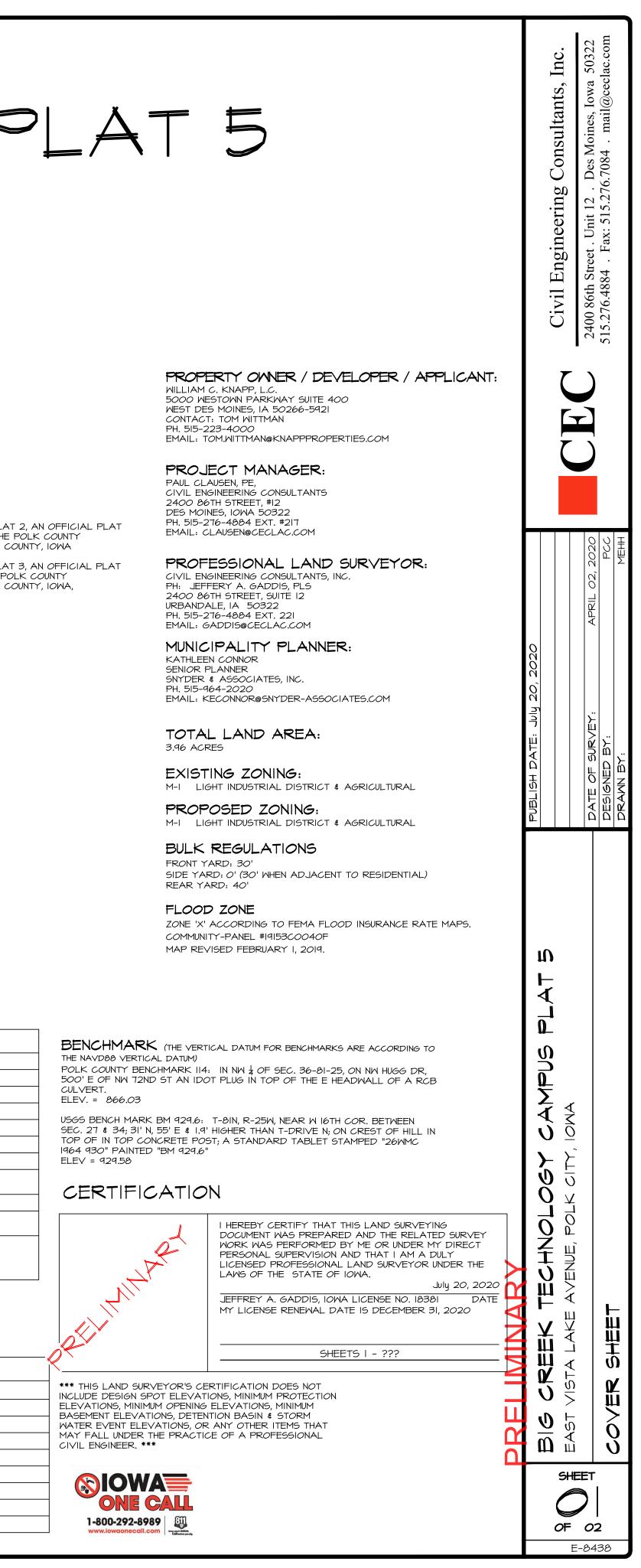
SHEET LIST TABLE				
Sheet Title				
COVER SHEET				
FINAL PLAT				

INDEX LEG	NDEX LEGEND			
COUNTY:	POLK			
LOT:	OUTLOT 'X'			
SUBDIVISION:	BIG CREEK TE	BIG CREEK TECHNOLOGY CAMPUS PLAT 2		
CITY:	POLK CITY	POLK CITY		
LOT:	OUTLOT 'Z'			
SUBDIVISION:	BIG CREEK TECHNOLOGY CAMPUS PLAT 3			
CITY:	POLK CITY			
PROPRIETOR (S):	KNAPP PROPE	RTIES INC.		
REQUESTED BY:	STED BY: KNAPP PROPERTIES INC.			
PROFESSIONAL LAND SURVEYOR:	JEFFERY A. GADDIS P.L.S. No. 18381			
RETURN TO: COMPANY:	CIVIL ENGINEERING CONSULTANTS, INC ATTN: JEFFERY A. GADDIS P.L.S. NO. 18381 2400 86TH STREET, UNIT 12, URBANDALE, IA 50322 PHONE: 515-276-4884			

### LEGEND

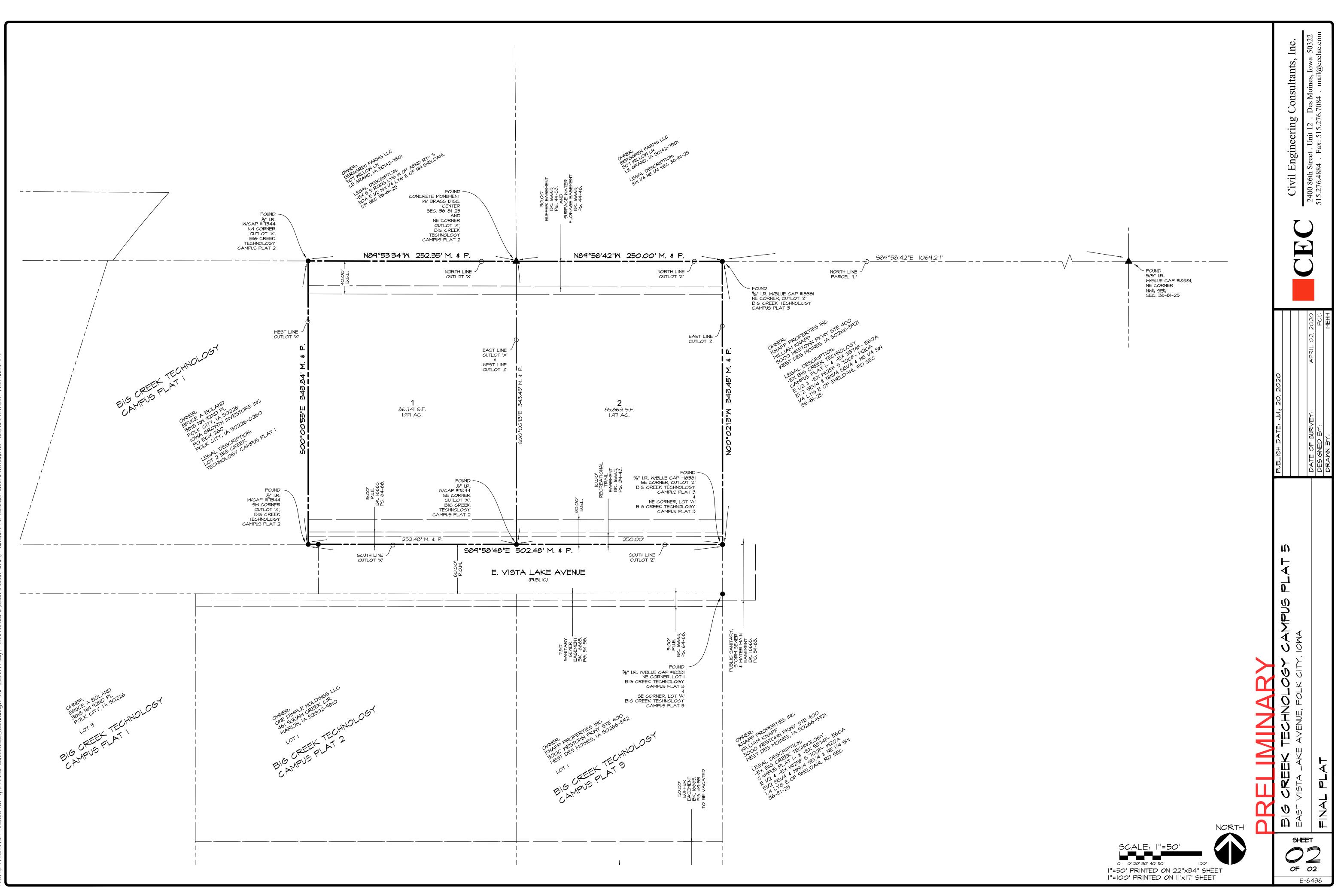
	FOUND SECTION CORNERS
•	FOUND CORNERS (%" I.R. W/ BLVE CAP #18381 UNLESS OTHERWISE NOTED)
O	SET PROPERTY CORNER (%" I.R. W/BLUE CAP #18381 UNLESS OTHERWISE NOTED)
	PLAT BOUNDARY
	EXISTING PROPERTY LINES
	PROPOSED LOTS
<u> </u>	EASEMENT LINES
· ·	BUILDING SETBACK LINES (B.S.L.)
	CENTERLINE STREET
D.	DEEDED BEARING & DISTANCE
Ρ.	PREVIOUSLY RECORDED BEARING & DISTANCE
М.	MEASURED BEARING & DISTANCE
I.R.	IRON ROD
I.P.	IRON PIPE
BK. XXX, PG. XXX	COUNTY RECORDER'S INDEXING BOOK
R.O.W.	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT

SUBMITTAL TABLE
SUBMITTAL NOTES
INITIAL SUBMITTAL













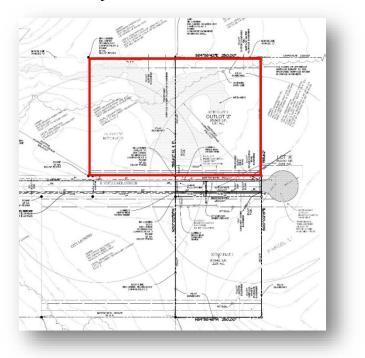
### FINAL PLAT REVIEW

Date:September 23, 2020Project:Big Creek Technology Campus Plat 5

#### **GENERAL INFORMATION:**

Applicant:	William C. Knapp, L.C.
Property Owner:	William C. Knapp, L.C.
Requested Action:	Approval of Final Plat
Location	Replat of Outlots in BCTC Plats 2 and 3
Size:	3.96 acres
Zoning:	M-1 (Restricted)
Proposed Use:	2 lots for light industrial development

Compiled by: Kathleen Connor, Planner Project No.: 120.0718.01



#### **PROJECT BACKGROUND:**

The subject property is outlined in red on the map above. On March 9, 2009, a northern portion of the subject property was rezoned to M-1 for the development of Big Creek Technology Park. Since that time, the City has approved Plats 1, 2, and 3 of Big Creek Technology Campus as well as Site Plans for Bruce Boland's building on the north side of E. Vista Lake Avenue and City Laundry on the south side of that street. Big Creek Technology Campus Plat 4 has been approved by P&Z and is expected to be on an upcoming agenda for City Council approval.

The subject property includes two outlots that were previously platted as Outlot X of BCTC Plat 2 and Outlot Y of BCTC Plat 3. These outlot were covered by the approved Preliminary Plats for BCTC Plats 2 and 3. Therefore, there is no need for Preliminary Plat approval prior to final platting these parcels.

These outlots were not originally platted as developable lots solely because an updated wetlands determination was required prior to site plan approval. The developer completed the required Wetlands Determination Report and is now requesting approval of this final plat so the lots that can be sold and developed.

#### **PROJECT DESCRIPTION:**

This Final Plat includes two approximately 2.0-acre light-industrial lots on the north side of E. Vista Lake Avenue. The public improvements associated with this plat have already been constructed. Those improvements included the extension of E. Vista Lake Avenue, including the extension of water main, sanitary sewers, storm sewers, and street lighting. No additional public improvements are required. The

30' Buffer Easement, 10' Recreational Trail Easement, and 15' P.U.E. were recorded with BCTC Plats 2 and 3.

Detention will be provided by individual detention basins that will be installed as a Site Plan improvement for each lot. The recreational trail on the north side of E. Vista Lake Avenue will be installed as a Site Plan improvement with each lot unless the City deems it appropriate for the trail to be construction prior to approval of the Site Plan, which would likely only happen based on trail and/or sidewalk connectivity in the area.

The Wetlands Determination was to the USACE and determined the one ephemeral stream to be nonjurisdictional. As a result, there is no need for the city to require a Conservation Easement on either lot.

#### FINAL PLAT REVIEW COMMENTS:

- A. Final Plat. All review comments were addressed on Submittal #3.
- B. Legal Documents. Prior to City Council consideration of this Final Plat, all legal documents, shall be reviewed and approved by the City Attorney prior to this item being placed on the Council agenda. These documents include:
  - 1. Easement documents: None required.
  - 2. *Platting legal documents* including Title Opinion, Consent to Plat, and Certificate of Treasurer.
  - 3. *Petition & Waiver for 5' Sidewalk* along the south side of both Lot 1 and Lot 2 that requires the property owner to install their sidewalk along E. Vista Lake Avenue with the Site Plan or when notified to do so by the City of Polk City based on the trail and/or sidewalk connectivity in the area, whichever comes first.

#### **RECOMMENDATION:**

P&Z and staff recommend City Council approval of the Final Plat for Big Creek Technology Campus Plat 5 subject to the following:

- 1. Provision of all legal documents to the City Attorney for review and approval prior this item being placed on the Council agenda.
- 2. Payment in full of all fees to the City of Polk City.

#### **RESOLUTION NO. 2020-107**

#### A RESOLUTION APPROVING THE FINAL PLAT FOR BIG CREEK TECHNOLOGY CAMPUS PLAT 5

**WHEREAS,** Knapp Properties has submitted the Final Plat for Big Creek Technology Campus Plat 5; and

WHEREAS, on August 17, 2020, the Polk City Planning and Zoning Commission met and recommended approval of the Final Plat for Big Creek Technology Campus Plat 5, subject to completion of the City Engineer's review comments and recommendations being satisfactorily addressed; and

WHEREAS, the City Engineer and City Attorney have reviewed the Final Plat and all necessary legal documents including warranty deeds, Agreement to Install Sidewalks, and easements and finds that all review comments have been satisfactorily addressed and therefore recommends approval of said Final Plat.

**NOW, THEREFORE, BE IT RESOLVED,** the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the Planning and Zoning Commission and the City Engineer and City Attorney and deems it appropriate to approve the Final Plat for Big Creek Technology Campus Plat 5 including Agreement to Install Sidewalks, Easements and Warranty Deed for Big Creek Technology Campus Plat 5.

**PASSED AND APPROVED** the 28th day September 2020.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk



#### SITE PLAN REVIEW

Date:September 23, 2020Project:Lakes Early Learning Center

#### **GENERAL INFORMATION:**

Applicant:	Feldman Real Estate, LC
Owner:	Bruce & Theresa Boland
Requested Action:	Approval of Site Plan
Location	Lot 2, BCTC Plat 1
Size:	2.35 acres
Zoning:	M-1
Propose Use:	Child care center

#### **PROJECT BACKGROUND:**

Compiled by: Kathleen Connor, Planner Project No.: 120.0850.01



In March of 2009, the subject property was rezoned to M(Restricted) as part of the Big Creek Technology Campus development. The property was re-classified to M-1 in May of 2010 when the City updated their zoning ordinance to include two industrial zoning districts.

This property was platted as part of Big Creek Technology Campus Plat 2 in 2009 and the public improvements were completed in 2011. Iowa Growth Investors (Bruce Boland) received site plan approval for the existing office/warehouse building in October of 2012.

#### **PROJECT DESCRIPTION:**

Feldman Real Estate, LC plans to purchase the subject property for use as a child care facility. The existing 3,200 sf building will be expanded by 4,490 sf to create a 7,690 sf building. The existing second floor of the existing building will remain unfinished. The building addition will utilize materials that match those on the existing structure. It is the property owner's responsibility to obtain approval from the Design Review Committee per the recorded Declaration of Development Criteria and Design Standards prior to requesting a Building Permit.

The existing parking lot will be removed and replaced with a larger parking lot with a second access onto E. Vista Lake Avenue. Parking stall requirements are based on a 17-employee maximum shift. The detention basin will be increased in size to account for the additional impermeable surfaces.

A 3,600 sf playground area will be added east of the addition. A 10' recreational trail is planned along E. Vista Lake Avenue. Landscaping will be added, primarily around the perimeter of the parking lot. Street trees will be added at 40' on center along E. Vista Lake Avenue.

#### **REVIEW COMMENTS:**

1. At the time the original Site Plan was approved, the property owner signed an agreement deferring construction of the 10' trail along E. Vista Lake Avenue until the City requires the trail to be paved. Since North Polk CSD plans to construct a new upper elementary school to the east of this site that is intended to be open in the fall of 2022, and because the City has plans to pave a trail along N 3rd Street, staff recommended the trail be constructed in conjunction with the Site Plan improvements. This recommendation is due in part to the challenge the city may have in going back to the property owner after their site plan construction is complete to ask for the trail to be paved. It may also be a cost savings to the property owner to complete the trail paving at the same time the parking lot is paved.

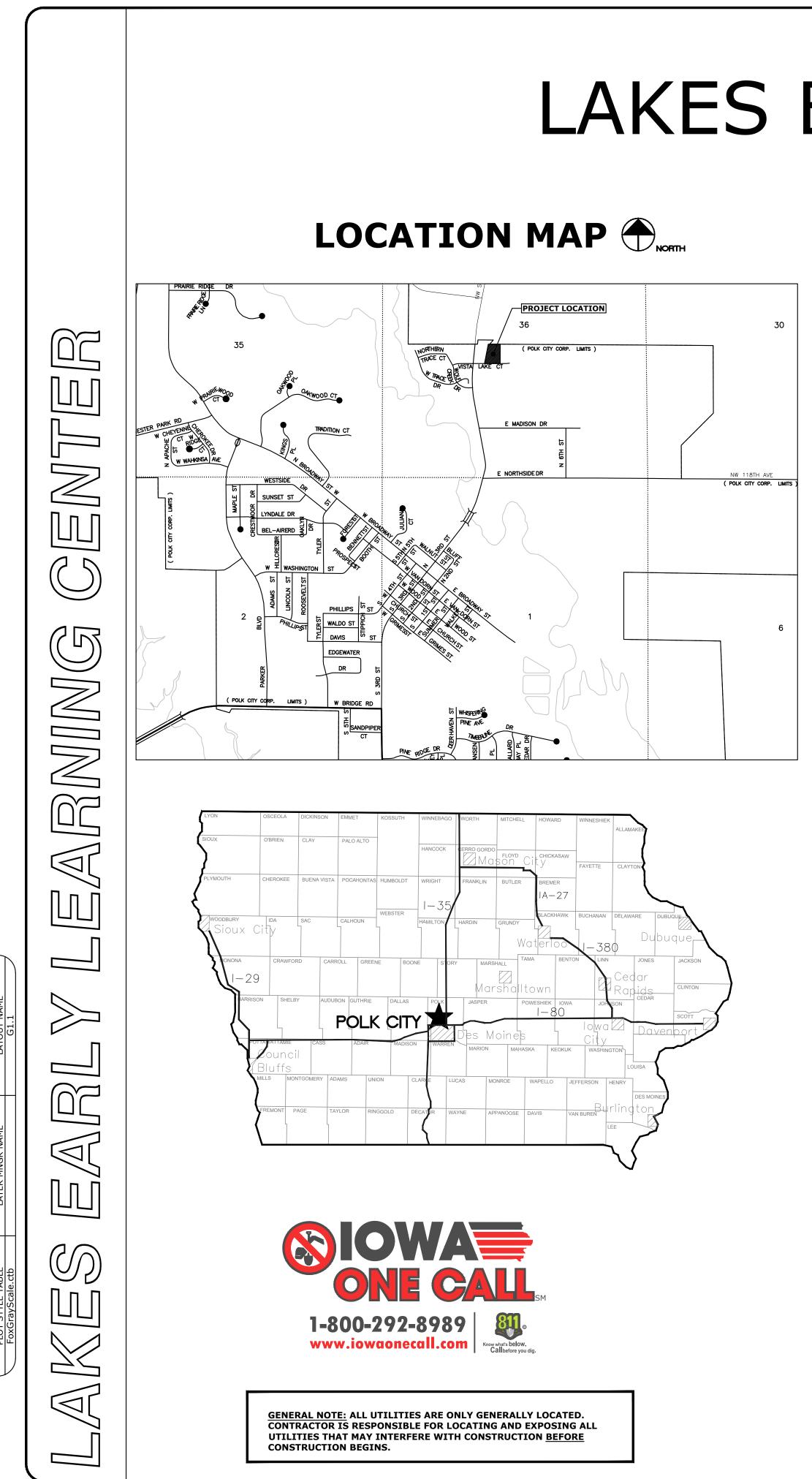
P&Z concurred with the applicant's request to continue to defer this trail construction.

Since a parallel 10' trail along the south side of the school's property is included in the CIP for FY 22-23, it seems reasonable to require a 5' wide sidewalk on the north side of E. Vista Lake Avenue rather than a 10' trail. In addition, a 5' wide sidewalk will be paved along the street in BCTC Plat 5 within 3 years per Agreement and a 5' wide sidewalk will be installed in front of the school's property with their site plan. Therefore, staff recommends a 5' wide sidewalk be paved along E. Vista Lake Avenue as a site plan improvement.

#### **RECOMMENDATION:**

Staff recommends Council approval of the Site Plan for Lakes Early Learning Center subject to the following:

- 1. Requiring a 5' wide sidewalk to be paved along the north side of E. Vista Lake Avenue, within the north 5' of the existing trail easement, as a Site Plan improvement.
- 2. Payment in full of all fees to the City Clerk.



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# **SITE PLAN**

# LAKES EARLY LEARNING CENTE

# POLK CITY, IOWA

	INDEX OF SHEETS
No.	Description
G1.1	COVER SHEET
G2.1	LEGEND / GENERAL NOTES
G3.1	TYPICAL DETAILS
G4.1 - G4.2	STORM WATER POLLUTION PREVENTION PLAN (SWPPP)
C1.1	EXISTING CONDITIONS & REMOVALS
C2.1	PROPOSED LOT LAYOUT
C3.1	UTILITY PLAN
C4.1	PAVEMENT JOINTING PLAN
C5.1	PROPOSED GRADING PLAN
C6.1	LANDSCAPE PLAN

TRAFFIC ANALYSIS

Daily trips = 120 vehicles per day Peak Hour = 50 vehicles per hour (AM/PM)% Trucks = 0%

Jtility Coordination

The Contractor is responsible to coordinate construction with the following utilities know to have services in the area:

Water and Sewer: Mike Schulte, City of Polk City (515) 208-1271

Gas: Craig Ranfeld, MidAmerican (515) 252-6632

Electric: Midland Cooperative (515) 386-4111

Phone and Cable: Tim Adreon, Mediacom (515) 233-2318

Tom Sturmer, Centurylink (303) 453-9927

NO MONUMENT SIGN IS PROPOSED ON THIS LOT. APPROVAL OF A SITE PLAN AMENDMENT IS REQUIRED PRIOR ISSUANCE OF A PERMIT FOR ANY FUTURE MONUMENT SIGN.

NO BUILDING SIGN IS PROPOSED. PRIOR TO ISSUANCE OF A PERMIT FOR ANY FUTURE SIGN, A DETAIL WILL BE **REQUIRED SHOWING THE SIGN MATERIALS,** DIMENSIONS, AND LIGHTING. INTERNALLY LIT PANEL SIGNS ARE NOT PERMITTED IN THE M-1 DISTRICT

THIS PROJECT IS COVERED BY THE IOWA DEPARTMENT OF NATURAL **RESOURCES NPDES GENERAL PERMIT NO. 2. THE CONTRACTOR SHALL** CARRY OUT THE TERMS AND CONDITIONING OF GENERAL PERMIT NO. 2 AND STORM WATER POLLUTION PREVENTION PLAN WHICH IS PART OF THESE CONTRACT DOCUMENTS. REFER TO SECTION 2602 OF THE DOT STANDARD SPECIFICATION FOR ADDITIONAL INFORMATION.

THE STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS 2020) AND POLK CITY SUPPLEMENTAL SPECIFICATIONS; AND APPLICABLE SUPPLEMENTAL SPECIFICATIONS, DEVELOPMENTAL SPECIFICATIONS, AND SPECIAL PROVISIONS, AND ALL APPROPRIATE ADDENDUMS AND **REVISIONS SHALL APPLY TO THE CONSTRUCTION WORK ON THIS PROJECT** UNLESS NOTED ON THE PLANS OR IN THE CONTRACT.



SITE NOTE:

ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC RIGHT-OF-WAY.

			6				
			DATE				14/20
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Is shall conform to the 2020 Edition of the Iowa Statewide ecifications (SUDAS) except as modified in these notes and as of Polk City.

"IDOT Spec", the Iowa Department of 5 Standard Specifications for Highway and Bridge 2019, plus all appropriate supplemental specifications shall

#### later Specifications

d water utility and service work shall conform to the current atewide Urban Design and Specifications (SUDAS) and City of al Conditions.

ches in diameter shall conform to the International Plumbing City approved modifications to the Plumbing Code.

#### ed Prior to Construction

eeting. Contractor shall set up a One-Call meeting. The , Testing Firm, and associated utility providers shall attend the

Tic must be maintained for the duration of the construction. Ins are not allowed unless absolutely necessary and with a 7-day pose affected by the construction. The plans have been prepared is required, but there may be unknown conflicts that develop

#### Purposes

mitted to use available land belonging to or leased by the e site of the Work, for construction purposes and for the and equipment. The location and extent of the areas available II be as indicated on the Drawings. Any additional right-of-way ctor shall be acquired at his expense, and the Contractor shall oner and Engineer from claims for damages made by the owners int-of-way.

#### Is Storage

rials, dumpsters, detached trailers or similar items are plic streets or within the public right of way and any easement

ned the State and City erosion control permits. The Contractor sary documents with the permit. Construction monitoring of ermit is handled by the Owner. The Contractor will be copied vation forms required for the permits.

#### g Facilities

cified or indicated, Contractor shall make all necessary ng facilities, including structures, drainlines, and utilities such as ecommunications, and electric. In each case, Contractor shall om the Owner or the utility prior to undertaking connections. ect facilities against deleterious substances and damage.

ng facilities, which are in service, shall be thoroughly planned in ired equipment, materials, and labor shall be on hand at the the connections. Work shall proceed continuously if necessary ons in the minimum time. Operations of valves, hydrants, or on existing utilities, when required, shall be by or under the the owning utility.

Contractor shall notify owners of adjacent properties and utilities when prosecution of the Work may affect them. When it is necessary to temporarily deny access by owners or tenants to their property, or when any utility service connection must be interrupted, the Contractor shall give notices sufficiently in advance to enable the affected persons to provide for their needs. Notices whether given orally or in writing shall include appropriate information concerning the interruption and instruction on how to limit their inconvenience.

#### Lines and Grades

All Work shall be done to the lines, grades, and elevations indicated on the Drawings. Construction staking is provided for the site and buildings by FOX Engineering. The Contractor shall preserve the stakes as restaking is \$200 per hour. A minimum 48 hours notice is required for construction staking. Contact Seth Polich, Construction Survey Manager, at 515-290-0802 for stakes. The Contractor shall verify all match points during the phasing of the work and maintain drainage paths during the work to prevent ponding of water.

#### **Temporary Drainage**

The Contractor shall have a plan for temporary drainage during construction of the storm sewer and related work. The temporary drainage shall not block drainage from existing offsite neighbors draining through the property. Erosion control features should not block flow and cause flooding.

#### Unfavorable Construction Conditions

During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine his operations to work, which will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions, which would affect adversely the quality of efficiency thereof, unless special means or precautions are taken by the Contractor to perform the work in a proper and satisfactory manner.

#### Clean Up

Contractor shall keep the premises occupied by the Contractor free from accumulations of waste materials and rubbish at all times. Contractor shall provide adequate trash receptacles about the work site, promptly empty containers when filled, and properly dispose of waste materials at his expense. Wastes shall not be buried or burned on the site or disposed of in storm drains, sewer, streams, or waterways.

Construction materials such as forms and scaffolding shall be neatly stacked by Contractor when not in use. Contractor shall promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids, and cleaning solutions from surfaces to prevent marring or other damage.

#### Geotechnical Engineering Report

A geotechnical report has not been completed for this site. The Contractor may elect to have one completed at their own expense.

#### **Topsoil Areas**

The Contractor shall place 8 inches of black topsoil on all areas of permanent vegetation. The Contractor is responsible for hauling in topo soil where needed to supplement available on-site top soil.

#### **Excavation Quantities and Borrow Soils**

The Contractor is responsible for determining the volume of cut and fill for the site. A digital copy of the grading plan will be provided to the Contractor on request. The request should be made to Eric Thompson at Fox Engineering Associates; Phone 515-233-0000 or by email at ELT@foxeng.com. The Owner reserves the right to review the material for acceptability for this project.

There is an area where numerous loads of waste soil have been stockpiled. The material is from many locations. This material can be used as fill under the parking areas and slope fills using IDOT Type 'A' compaction.

#### **Rocks and Concrete Debris**

Rocks and concrete debris larger that 4 inches in any dimension cannot be used in the fill for the project except as fill outside the edge of buildings or pavement by a minimum of 2 feet. The large material should not be used where settlement of materials could cause damage to the site.

#### Storm Sewer Pipe Materials

Reference the plans for the type of pipe allowed. Substitutions are not allowed unless requested in writing to the Engineer.

Contech A2000 PVC shall be used for PVC storm sewer unless otherwise specified. Utilize the standard gasketed joint for storm sewer. Substitution of other pipes can be allowed by the Engineer.

#### Storm Sewer Pipe Bedding

All plastic pipe shall be bedded in crushed stone to a minimum of 12 inches above the top of the pipe unless shown otherwise on the plan details. The top of the bedding shall be level across the top of the pipe. Humping of the bedding over the pipe is incorrect method of installation. It is recommended a concrete stinger probe be used to consolidate the rock under the pipe rather than relying completely on shoveling and hand work.

Pipe bedding for the RCP shall be as per SUDAS.

#### **Required Separation Distances**

Water main and water main services shall maintain 18 inches of separation between sanitary sewer and storm sewer. If the separation cannot be maintained, then water main grade pipe shall be used for the sanitary sewer or storm sewer for a minimum distance of 10 feet either side of the water main per SUDAS.

#### PCC Paving Specifications

All PCC paving shall be IDOT Class C pavement in accordance with the specifications. A jointing diagram has been provided in the plans. Alternate jointing plans shall be approved by the Engineer. The maximum joint spacing is 12 feet for concrete slabs and 15 feet for curb & gutter sections. Weight tickets shall be provided to the Owner and Owner reserves the right to request a core to confirm thickness at the rate of 1 core per 2,000 square feet at locations selected by the Owner or Engineer.

#### **Erosion Control**

The Erosion Control contractor shall install silt fence or equivalent device where soils may exit the site and around any intake or pipe opening. The silt fence shall be removed when the site is stabilized. The Contractor shall comply with all provisions of the NPDES permit and SWPPP. The Owner shall conduct the record keeping necessary to maintain the permit and SWPPP.

Each Contractor onsite shall be responsible for maintaining the erosion control impacted by their work including the repair, cleaning or replacement of the erosion control.

The Contractor is responsible for keeping tracked mud, debris and dust off adjacent streets and shall clean the streets daily. The construction entrance has already been constructed and will be maintained and cleaned by the Contractor using the site daily. Replacement stone, if necessary, will be provided by the Contractor using the site.

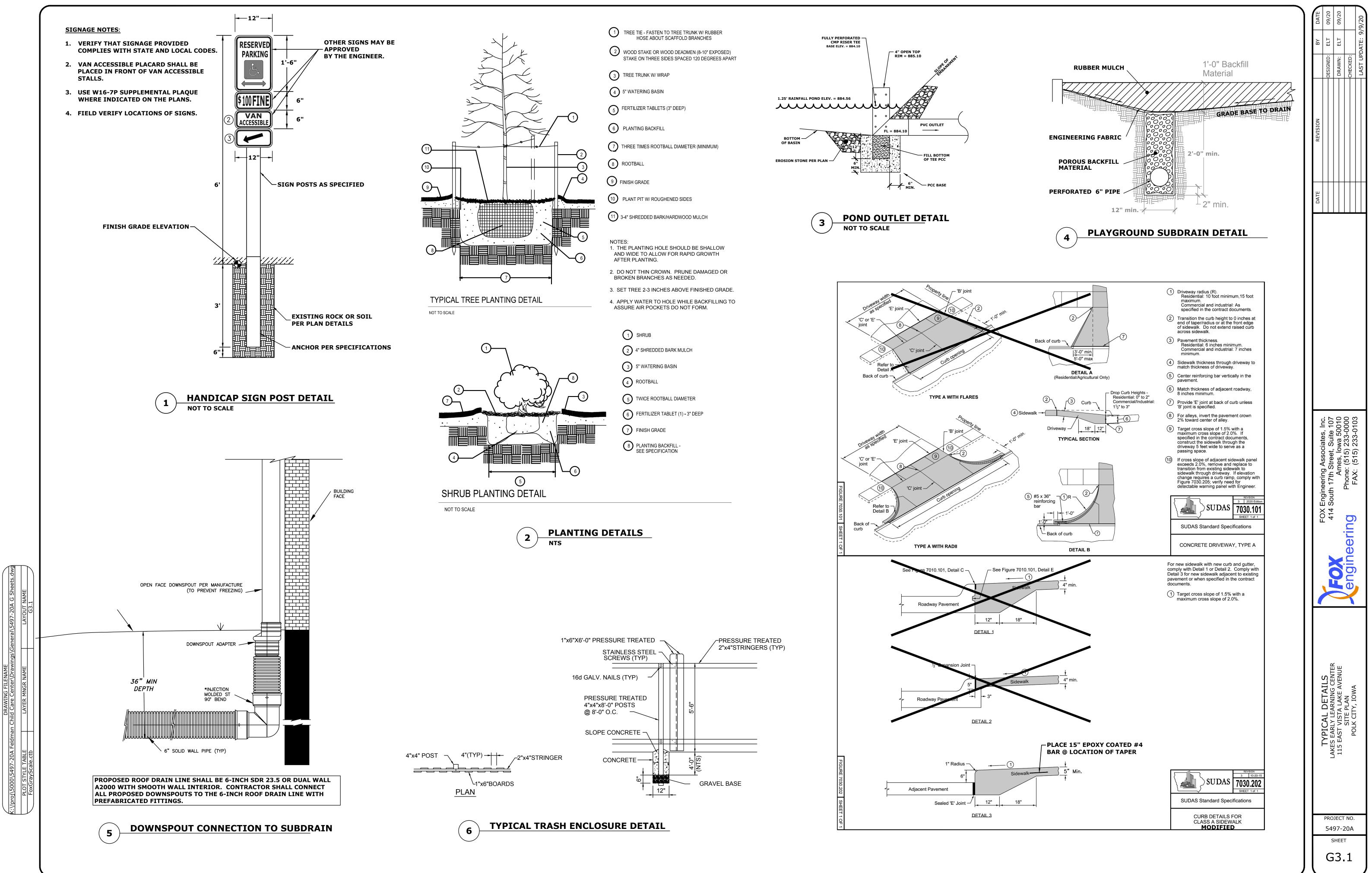
#### Locate Wires

Locate wires are required for all water services and storm sewer as shown in plans. Locate wires are not required for conduit, sanitary sewer or storm sewer. All pipe and services shall be buried with a locate wire as per the specifications and terminated in a testing box next to the building terminations.

#### **Determination of Quantities**

The Contractor shall determine his quantities for the project. The Contractor may request a digital copy of the plans by calling Eric Thompson at Fox Engineering at 515-233-0000 or by email at ELT@foxeng.com. The Engineer does not assume any liability for providing the digital drawing to the Contractor. The Contractor shall provide his quantities and a schedule of values at the preconstruction meeting for the project.

DATE	09/20	09/20		/9/20
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EOV Engineering Accordates Inc.	414 South 17th Street. Suite 107	Ames, Iowa 50010		
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STORM WATER POLLUTION PREVENTION PLAN

All contractors/subcontractors shall conduct their operations in a manner that minimizes erosion and prevents sediments from leaving the roadway right-of-way and prevents chemical contamination of soil and water. The Prime Contractor shall be responsible for compliance (D) Control Description Description of controls can be found in section (A). The Contractor will be responsible for submitting specifications of the selected controls. The location of determine (E) Schedule of major activities Prior to initiating construction, the Contractor shall submit a schedule of major activities including: 1. Land clearing and grading in relation to the corresponding schedule for all excavation work. If at all possible, the clearing should immediately precede the con 2. Installation and anticipated completion date of each control measure. (F) Non-Storm Discharges 1. Water from water line flushing. This Pollution Prevention Plan (PPP) is for the Lakes Early Learning Center, 115 East Vista Lake Avenue, Polk City, Iowa. This PPP covers approximately 2.35 acres with 1.0 of the acres being disturbed. 2. Uncontaminated ground water from dewatering. 3. Pavement wash waters where spill or leak of hazardous material has not occurred. 4. Building wash waters not containing hazardous chemicals. (G) Prohibited Discharges Site map: The plans show slopes after grading, disturbed areas, drainage patterns, and discharge points. 1. Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials. 2. Fuels, oils or other pollutants used in vehicle and equipment operation and maintenance. Site sources of pollution generated as a result of this work relate to silts and sediment that may be transported as a result of a storm event. However, this PPP provides conveyance for other (non-project related) operations. These other operations have storm water runoff, the 3. Soaps or solvents used in vehicle and equipment washing. regulation of which is beyond the control of this PPP. Potentially this runoff can contain various pollutants related to site-specific land uses. Examples are: (H) Materials Management 1. Hazardous materials shall be stored in areas where the contamination of storm water is minimized in the event of a spill. 2. Contractor shall be responsible for using, storing and disposing of materials in accordance with state and local law. 3. See SWPPP narrative for additional material management requirements. Runoff from commercial and industrial land use may contain constituents associated with the specific operation. Such operations are subject to potential leaks and spills that could be commingled with run-off from the facility. Pollutants associated with commercial and Phase 3 - Plan Implementation Contractor Certification All Contractors and subcontractors, including short-term contractors and subcontractors coming on-site, must sign the Contractor certification statement before cond authorized representative (i.e., principal executive officer, president, secretary, treasurer or vice president, general partner, proprietor, ranking elected official). Upon co-permittee Contractors. In signing the plan, the authorized representative certifies that the information is true and assumes liability for the plan. Note that Section either knowingly or negligently, permit requirements. The Contractor shall submit specifications for temporary and permanent measures to be used for controlling erosion and sediment. Clearing and grading should not be started until a firm construction schedule is known and can be effectively coordinated with the grading and The General Contractor will be responsible for collecting and maintaining signatures. The Contractor shall provide copies of signed certifications to the Owner and Er (A) Notice of Intent (NoI) The following Stabilization measures will be utilized: The Owner, or an agent of the Owner, will fulfill the public notice requirement and submit the Notice of Intent for coverage under General Permit No. 2. The project Temporary seeding - Exposed areas subject to erosion should be covered as quickly as possible. Under lowa's General Permit No. 2., disturbed areas of the construction site that will not be re-disturbed for 14 days or more, on any portion of the site, the area shall be stabilized by construction activities. The Owner and the Contractor have a copy of this permit. The Contractor and all subcontractors shall be responsible for compliance and fulfi day zero, the last day of land disturbing activities. Permanent seeding, sod and planting - Permanent seeding or sod shall be done in accordance with the Seeding Plan. The seeding schedule shall follow the Iowa Department of Transportation specifications. Temporary seeding shall be utilized for erosion control until permanent Phase 4 - Plan Implementation The Contractor shall follow the schedule as submitted under Phase 2 (E). The Contractor shall keep the Engineer informed of any deviation of the schedule or plan. (A) Inspection and Maintenance Reports Vegetative Strips - Vegetative strips may be utilized to slow runoff velocities and deposit sediments from disturbed areas. A copy of the inspection log shall be maintained at the site. Soil Retaining Measures - Soil to be reused will be stockpiled onsite as indicated on the plans. Silt fence will be utilized to maintain soils onsite. See City of Nevada requirements for topsoil replacement. (B) Records of Construction Activities Roadways - Roadways will be surfaced or otherwise stabilized as soon as feasible. In addition to the installation and maintenance of erosion control implementation, the Contractor should keep records of the construction activity on the site. In part Topsoil - shall be preserved, onsite, unless infeasible and de-compacted prior to final stabilization. Re-spread minimum depth of eight-inches (8") of topsoil with at least 3% organic matter, per SUDAS. -The date(s) when major grading activity occurs in a particular area. -The date(s) when construction activity ceases in an area, temporarily or permanently. The following structural practices will be utilized: -The date(s) when an area is stabilized, temporarily or permanently. These records can be used to make sure that areas where there is no construction activity will be stabilized within the required time frame. Records shall be retain Silt fence - Silt fence shall be placed on the perimeter of the disturbed area, and other locations, as shown on the drawings. Additional silt fence shall be provided at the discretion of the Engineer. (C) Plan Updates Sediment Trap - To be placed at location(s) indicated on the plans. The pollution prevention plan shall be updated expeditiously: -When it does not accurately reflect the site features and operations. Blanket and Matting (RECP - Type 2.C) - Erosion control matting on slopes as indicated on the plans. -When the Contractor, Owner, or Engineer observes that it is not effective in minimizing pollutant discharge from the site. -To include Contractors identified after the submittal of the Notice of Intent. These Contractors shall certify the plan and be identified as co-permittees and -To identify any change in ownership or transference of the permit and permit responsibilities. If, at any time during the effective period of the permit, the IDNR finds that the plan does not meet one or more of the minimum standards established in the general Permittees shall have 3 days after notification to make the necessary changes and shall submit to the Department a written certification that the changes have been i regulations, the more restrictive laws, rules or regulations shall apply. Treatment or disposal of sanitary wastes generated onsite - The Contractor will be responsible for providing sanitary facilities for workers in accordance with local and state requirements. Facilities shall be secured from overturning. The Contractor will be responsible for (D) Report of Hazardous Conditions Because construction activities may include handling of certain hazardous substances over the course of the project, spills of these substances may create a hazardou more than six hours after the onset of a hazardous condition, the IDNR and local Sheriff's Office or the office of the Sheriff of the affected county be notified. The Own responsible for spill clean-up, remediation and reporting. The Contractor will also be responsible for preventing dust generation from construction activities. The Contractor shall take reasonable measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water or by application of a chemical dust suppressant. Dust prone materials in piles or in transit shall be covered when practical to prevent blowing. Buildings and operating facilities which are affected adversely by dust shall be adequately protected from dust. Existing and new equipment which may be adversely IDNR (515) 725 - 8694, Polk County Sheriff's Office (515) 286 - 3333 affected by dust shall be adequately protected. The Contractor shall submit a report to the Engineer within 14 calendar days of a hazardous condition. The report shall describe the release and the circumstances le The Contractor will be responsible for preventing chemical contamination of soil and water. implemented. (E) Plan location and access Plan location - A copy of the Pollution Prevention Plan must be kept at the construction site, or at a readily available alternative site approved by the Department, fro Stored materials - The Contractor shall be responsible for storing materials so that rain water doesn't carry chemical contamination into soil or water. Retention of records - G. P. #2 (3.01.2018) requires that copies of the Storm Water Pollution Prevention Plan and all other reports required by the permit, as well as a stabilization. Access - Although plans and associated records are not necessarily required to be submitted to the Iowa Department of Natural Resources (IDNR), these documents r

and implementation of the Pollution Prevention Plan (PPP) for their entire contract. This responsibility shall be further shared with subcontractors whose work is a source of potential pollution as defined in this PPP. All work necessary to be in compliance with the PPP shall be considered incidental to the project. Therefore, it is in the best interest of the Contractor to disturb as little land as possible. Phase 1 - Site Evaluation and Design Development Existing soil information: See the Polk County Soil Survey, SW Quarter of Section 36 of T80N, R25W. Existing runoff quality: Existing data on runoff water quality is not available. Location of surface water on site: Runoff surface drains from the site. Name of receiving stream: unnamed tributary to Big Creek. Construction activity description: General soil disturbing activities associated with grading and utility installation include: stockpiling, trenching, backfilling, grading, paving and seeding. The PPP is located in an area of two (2) soil types: Clarion loam Bemis moraine (L138B), and Canisteo clay loam (L507). The estimated average NRCS runoff curve number for this PPP after completion will be 73. Refer to the drawings, "Lakes Early Learning Center" for locations of typical slopes, ditch grades, and major structural and non-structural controls. A copy of this plan will be on file at the Project Engineer's office. Potential Sources of Pollution: Runoff from agricultural land use can potentially contain chemicals including herbicides, pesticides, fungicides and fertilizers. industrial activities are not readily available since they are typically proprietary. clearing activity. seeding can be established. Mulching - Temporary vegetation will be used as mulch when permanent seeding is completed. Preservation of Natural Vegetation - Natural Vegetation shall be preserved where possible within the construction limits. Natural vegetation shall not be disturbed outside of the construction limits. Vegetation may be mowed or harvested for hay crop. Minimization of land exposure - Exposure of disturbed land shall be minimized in terms of area and time. Earthen Berm or Dike - Earthen dikes may be used to divert water around disturbed areas and around intakes as directed by the Engineer. Gravel Construction Entrance - A gravel or crushed aggregate construction entrance will be used to reduce or eliminate offsite tracking of soil or debris. Inlet and Outlet Protection - To be placed at location(s) indicated on the plans. Disposal of construction site waste materials - The Contractor will be responsible for making sure that all construction wastes are properly disposed of at facilities permitted to accept these types of wastes. In the event of a conflict with other governmental laws, rules and disposing of sanitary waste in accordance with local and state requirements. Prevent off-site tracking of sediments and generation of dust - The Contractor shall prevent the tracking of sediments offsite. A construction entrance shall be installed as shown on the plans. The Contractor will be responsible for immediate cleanup of any tracked mud or debris. Contractor will need to provide appropriate labor and equipment to keep roadway clean during hauling operations. PCC waste - The Contractor shall provide and maintain a containment facility for waste paving product (i.e. PCC washout station). Perform maintenance when washout station is at 75% full-capacity. Equipment servicing - Contractor shall prevent spilling of petroleum products. Spill shall be cleaned up immediately. If spill is hazardous, utilize appropriate notification and clean-up measures. Used petroleum containers are to be disposed of correctly and not buried on-site.

a. Rural Agricultural Activities: b. Commercial and Industrial Activities: Municipal Utilities: Site is located in the City of Nevada corporate limits. Phase 2 - Control Selection/Plan Design (A) Select Erosion and Sediment Controls Check Dam - Rock check dam shall be placed in drainage channel as indicated on the plans. (B) Select other controls

Building Trade Waste - The general contractor and trade contractors will be responsible for preventing contamination of soil and water. Trades (including brick / block layers, drywall / sheetrock, painters, pipe fitters, caulking, etc.) are required to clean or perform maintenance to equipment or dispose of excess material in a manner that protects water quality (no illicit discharges). This may require measures similar to a PCC washout station. municipal separate storm sewer system, the plans must be made available upon request to the municipal operator of the system.

#### (C) Inspection and Maintenance Plan

The contractor will be responsible for installation and all associated costs of erosion and stormwater management controls during the contract period. Details of control measures are shown on the plans. Inspections shall be made by the Owner, or owner's representative every seven calendar days. The Contractor shall immediately begin corrective action on all deficiencies found. The findings of this inspection shall be recorded in the project diary. Based on the results of the inspection, pollution prevention measures identified in the plan shall be revised at the construction site as appropriate as soon as practicable after the inspection and to the plan as soon as practicable after the inspection but in no case more than 7 calendar days following the inspection. If the permittee determines that making these changes at the construction site or to the plan less than 72 hours after the inspection is impracticable, the permittee shall document in the plan why it is impracticable and indicate an estimated date by which the changes will be made.

Maintenance - the contractor is required to maintain all temporary erosion control measures in proper working order, including cleaning, repairing, or replacing them throughout the contract period. Cleaning of silt control devices shall begin when the features have lost 50% of their capacity. Cleaning of PCC washout station shall take place when control is at, or before, 75% of full capacity.



Final stabilization is defined in the general permit as meaning that all soil disturbing activities at the site have been completed, and that a uniform perennial vegetative project has been established or equivalent stabilization measures have been employed or which has been returned to agricultural production. The Contractor shall notify the permit holder and Engineer of final stabilization in accordance with the contract documents. The Owner and Engineer will review the s of all inspection and maintenance logs, schedule of construction activities, and Contractor Certifications to the Owner at this time.

#### (B) Notice of Discontinuation (NoD)

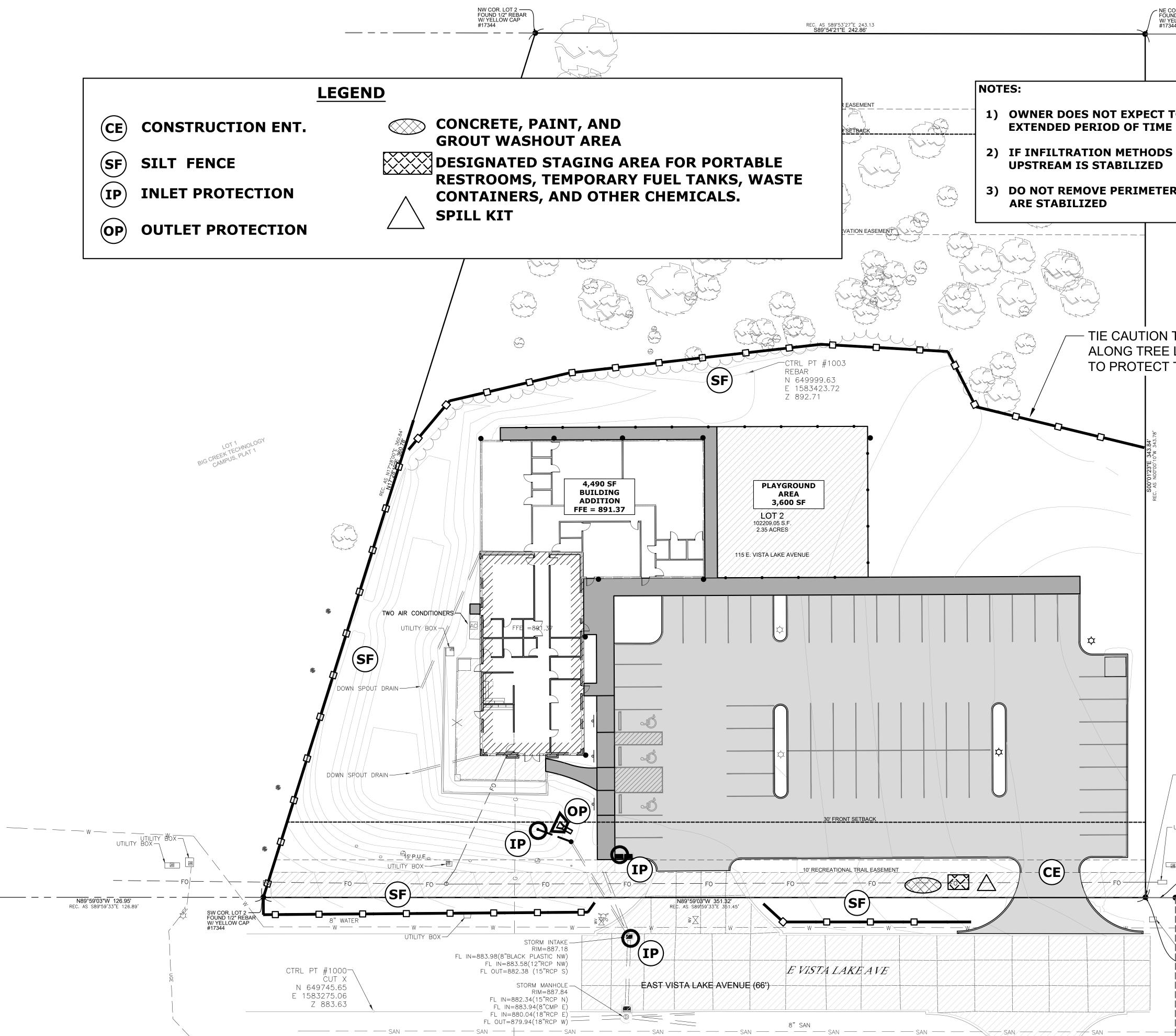
(A) Final Stabilization

Phase 5 - Final Stabilization and Notice of Discontinuation (NoD)

The permit holder (Owner) will be required to submit the Notice of Discontinuation once control of the site has been obtained from the Contractor. All temporary c

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ned controls can be found on the plans. Additional controls may be required at the discretion of the Engineer.	BΥ	ELT	ELT		LAST UPDATE: 9/	
nstruction activity.		DESIGNED:	DRAWN:	CHECKED:	LAST U	
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nducting any professional service at the site identified in the plan. The certification must be signed by an on signing the certification, the Contractor or subcontractor becomes a co-permittee with the Owner and other a 309 of the Clean Water Act provides for significant penalties where information is false or the permittee violates,						
ngineer upon request and at the termination of the contract.						
t requires the obtaining of a NPDES General Permit for storm water discharge associated with industrial activity for filling all requirements of the NPDES General Permit including the Storm Water Pollution Prevention Plan.						
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	sociates	South 17th Street, Suite	s, lowa 5	(515) 233-00 (515) 233-00		
ticular, the Contractor should keep a record of the following information:	erina As	17th Str	Ames	Phone: (5 EAY: (5		
ed for a period of at least three years from the date that the site is finally stabilized.				ጉ		
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al permit, the IDNR will notify the permittee of required changes necessary to bring the plan up to standard.			3	engi		
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us condition and are required to be reported. Iowa Code, 455B.386, requires that as soon as possible, but not vner and Engineer should also be informed of the hazardous condition in a timely manner. Contractor is		<b>FLAN</b>				
eading to the release. Steps to prevent the reoccurrence of such releases are to be identified in the plan and		G CENTER	<u></u>			
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om the time construction begins until the site has reached final stabilization.		~	Ĭ₽	TTY, TOWA	<b>`</b>	
all of the data used to complete the Notice of Intent, be retained for 3 years after the completion of final site				POLK CITY	; ; ;	
must be made available upon request, within 3 hours, to the IDNR. If storm water runoff is discharged to a			115			
ive cover with a density of 70%, sufficient to preclude erosion, for the entire disturbed area of the permitted			JFCי	- NO.		
e site before finalizing the contract and taking control of the site. The Contractor will be required to provide a copy		549	97-2 HEE	20A		
ontrol (i.e. silt fence) shall be removed by contractor prior to filing the NoD.		G	4.	.1		







1/2" REBAR LOW CAP

_	NE COR. LOT 2
	FOUND 1/2" REBAR
	W/ YELLOW CAP
	#17344

1) OWNER DOES NOT EXPECT TO STOCKPILE SOIL ON-SITE FOR ANY

2) IF INFILTRATION METHODS ARE USED, INSTALL THEM AFTER

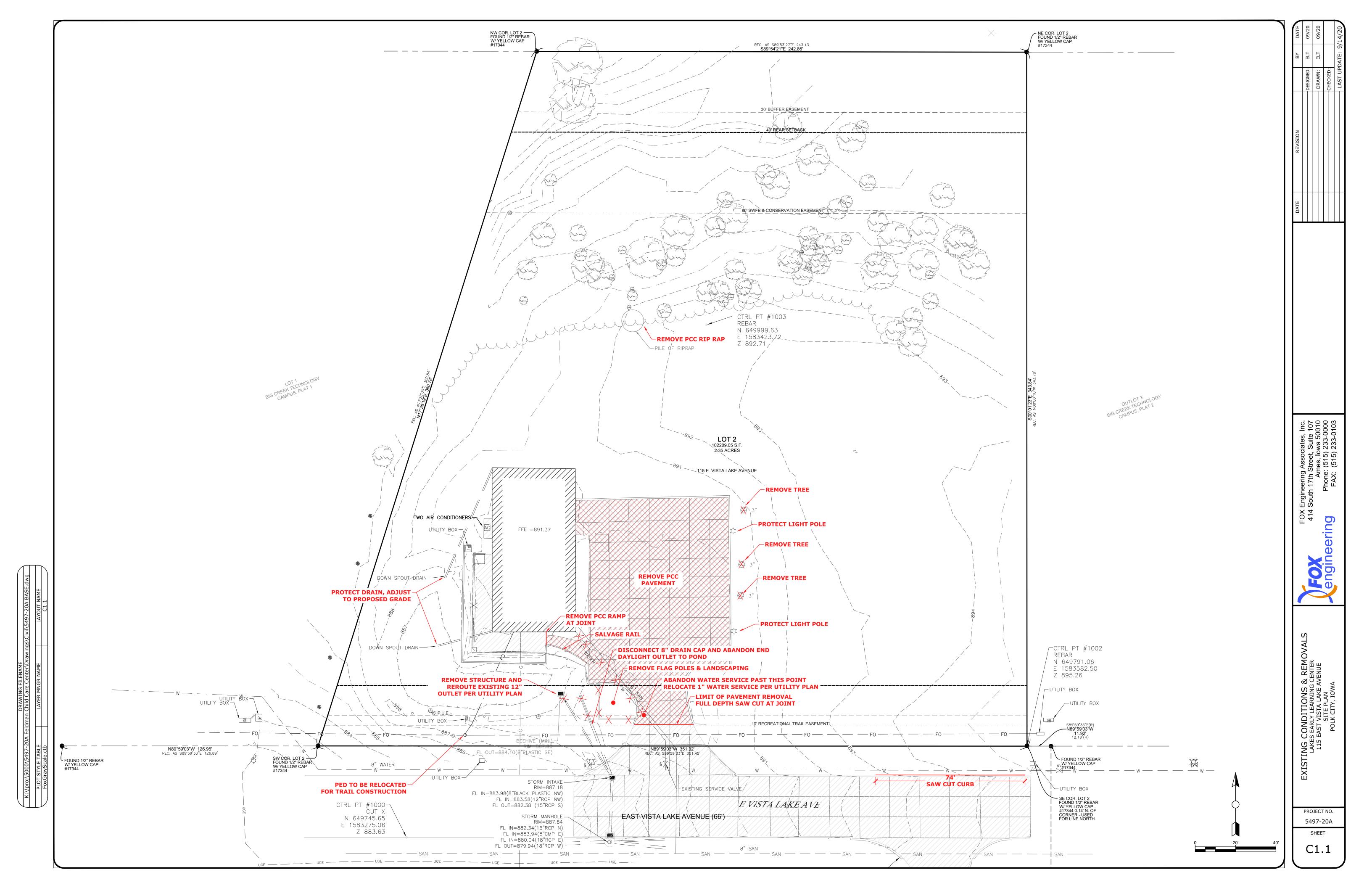
3) DO NOT REMOVE PERIMETER CONTROLS UNTIL UPSTREAM AREAS

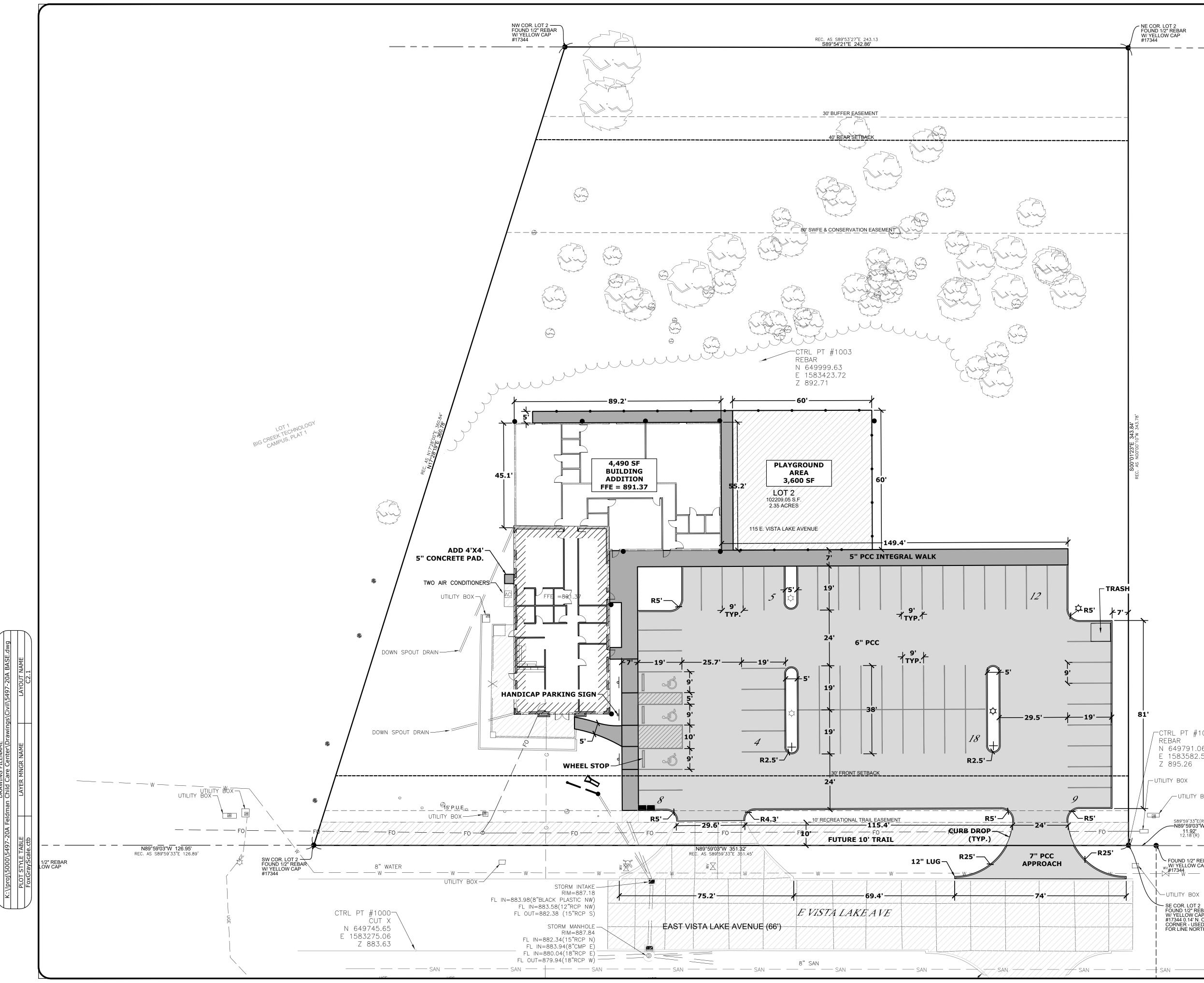
TIE CAUTION TAPE TO SILT FENCE POSTS ALONG TREE LINE PER POLK CITY ORDINANCE TO PROTECT TREES. DO NOT DISTURB TREES.

OUTLOT OUTLOT HOLD CREEK TECHNOLO

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UTILITY BOX				
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FOUND 1/2" REBAR WV YELLOW CAP	w		A	
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SE COR. LOT 2 FOUND 1/2" REBAR W/ YELLOW CAP #17344 0.14' N. OF CORNER - USED FOR LINE NORTH				
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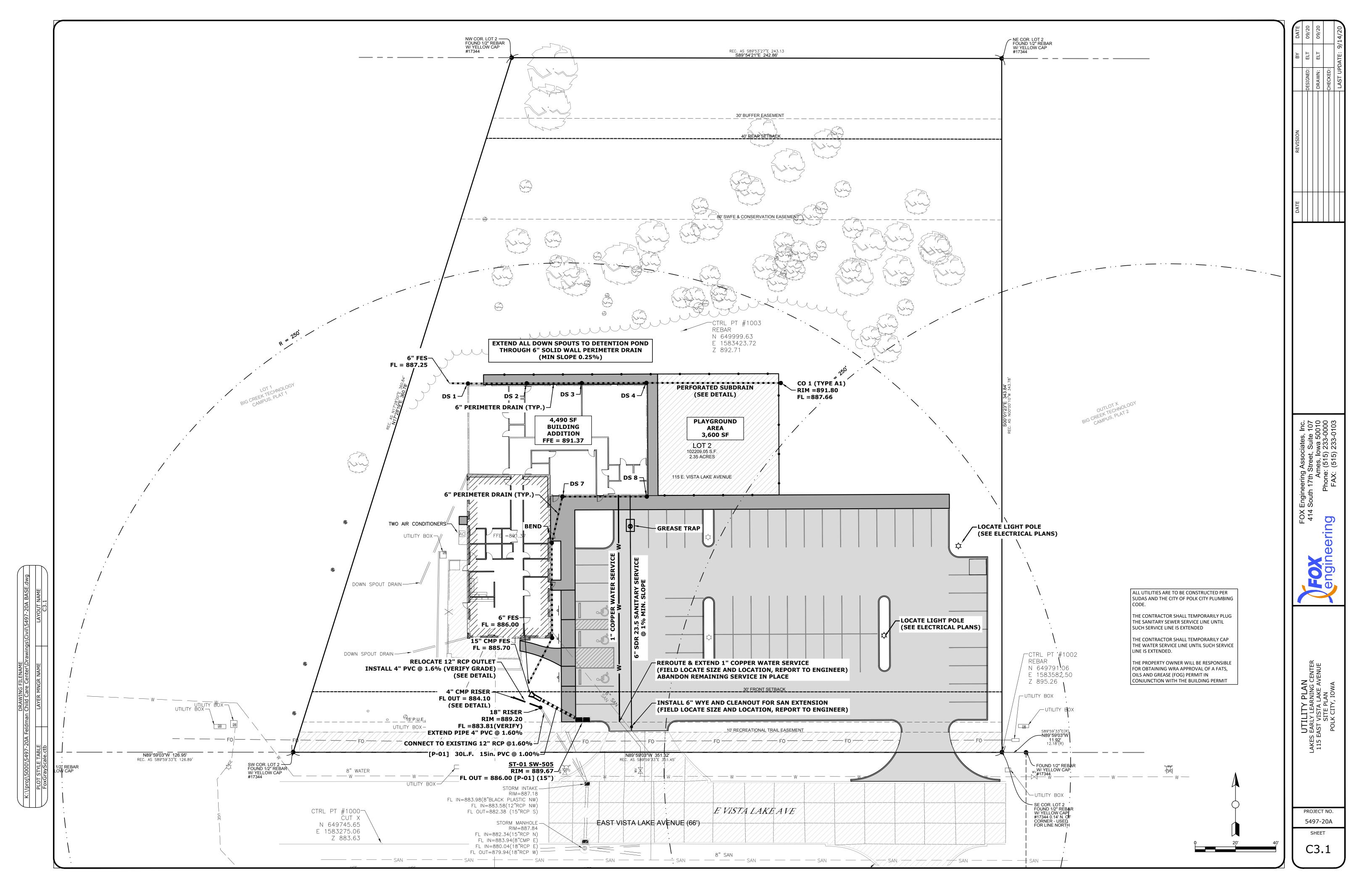
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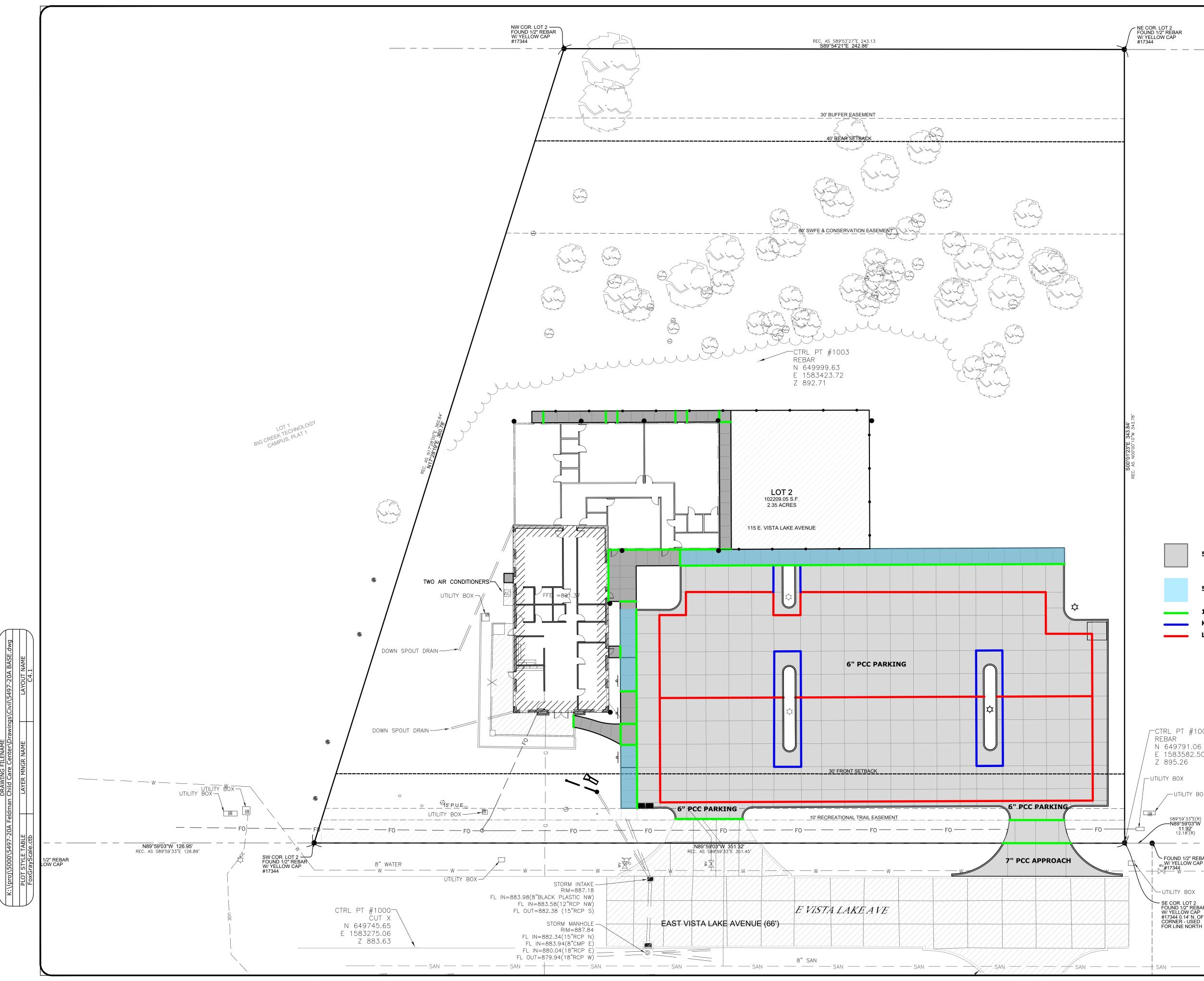




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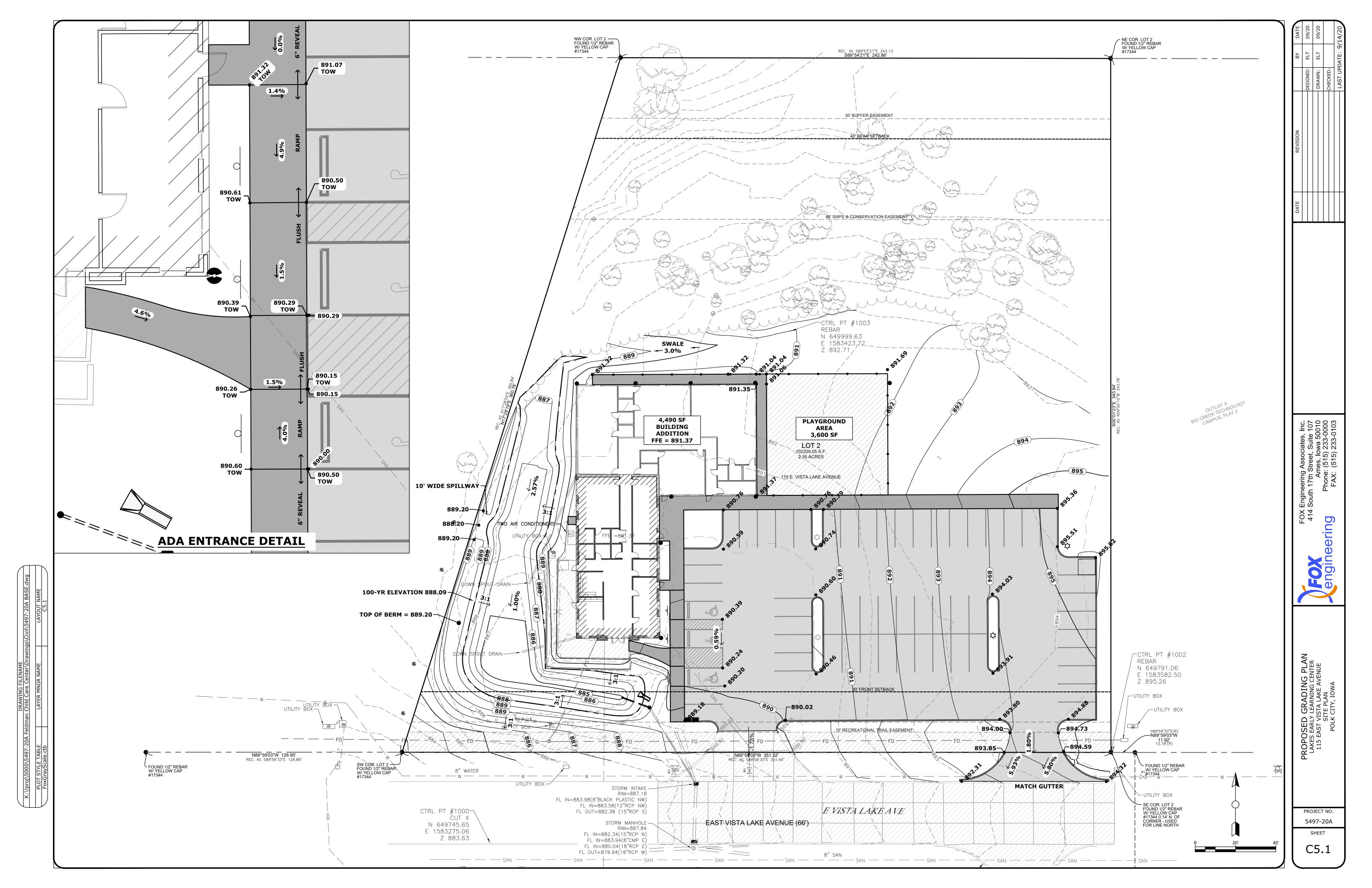


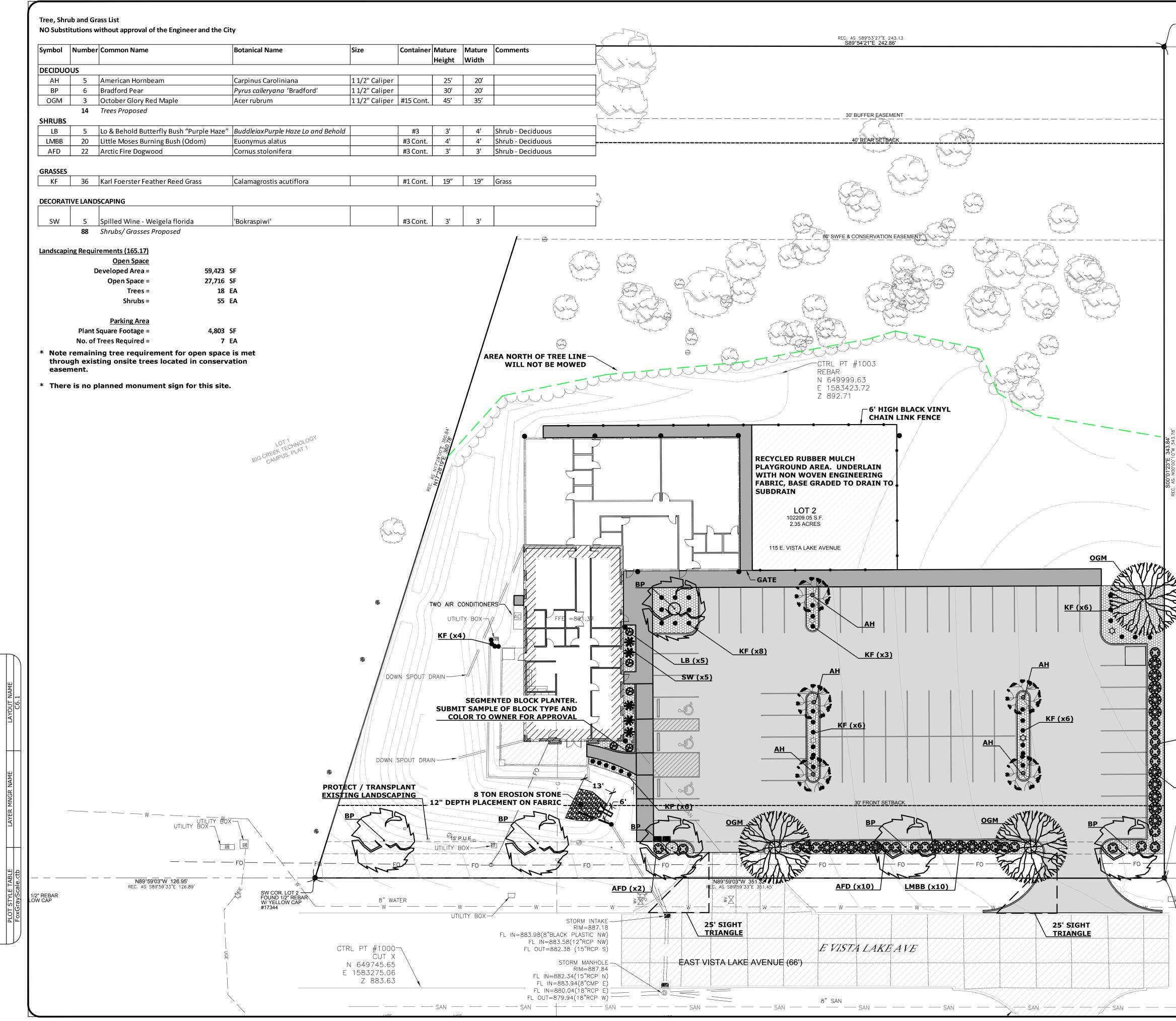
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W/ YELLOW CAP #17344

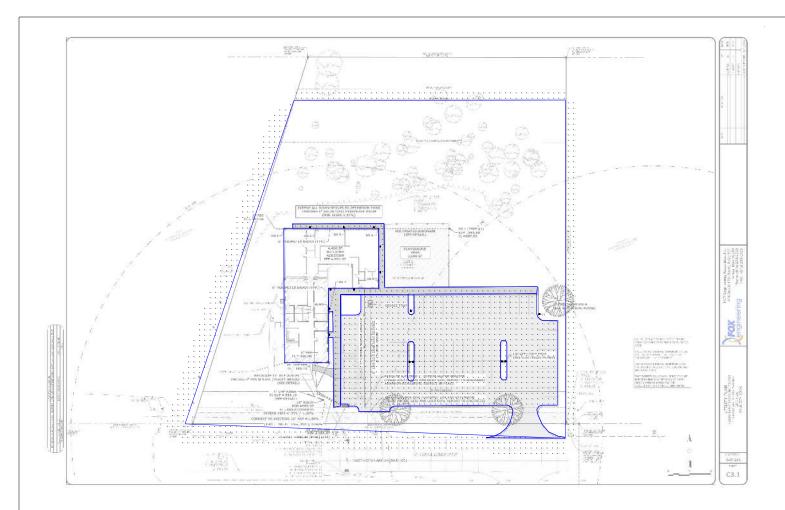
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BIG CREEK TECHNOLOGY BIG CREEK TECHNOLOGY S" STANDARD PCC WALK	-	Engineering Associates, Inc.	South 17th Street, Suite 107	Ames, Iowa 50010	Phone: (515) 233-0000	FAX: (515) 233-0103	· · ·
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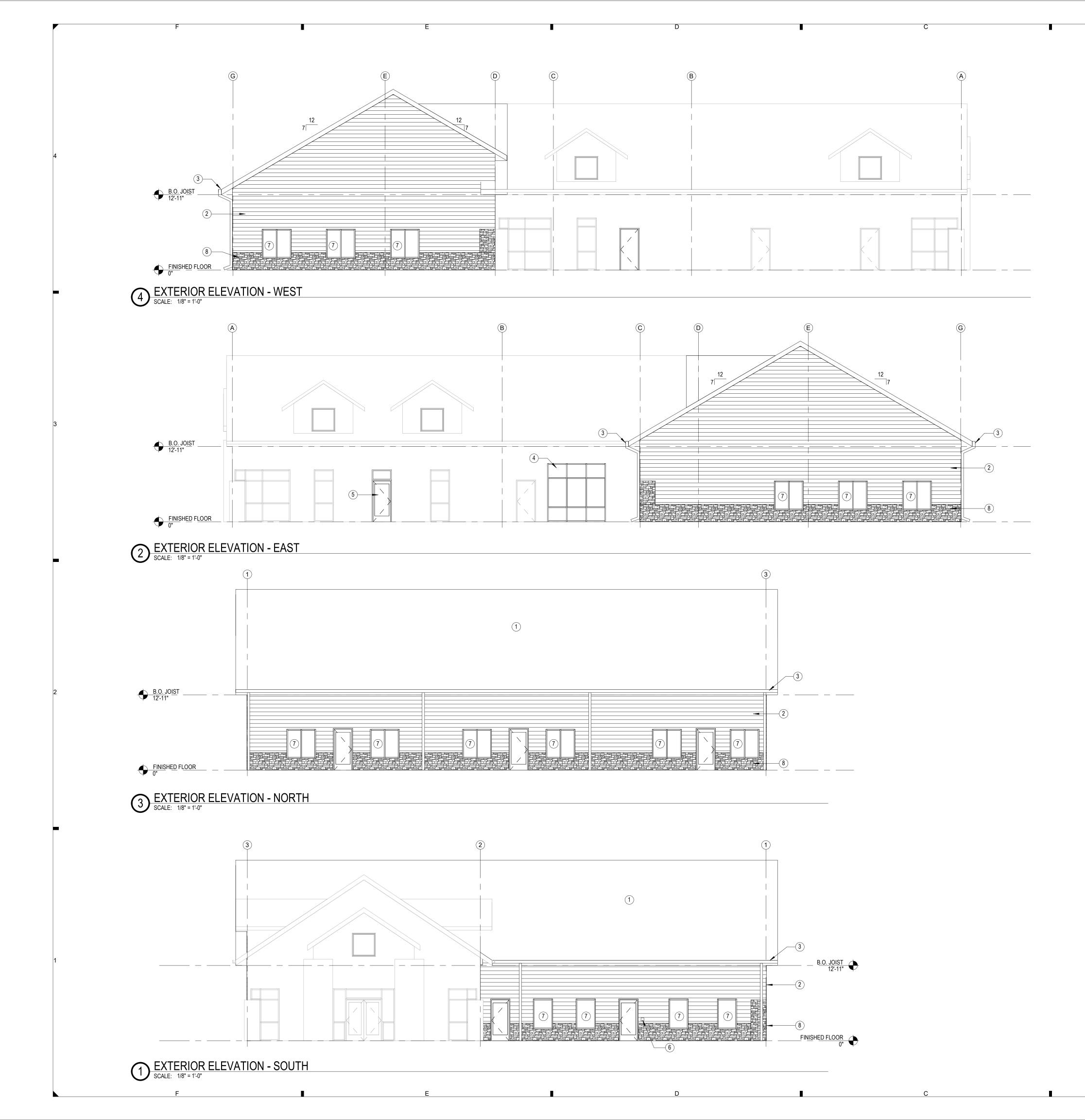


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LEGEND         2" WASHED RIVER ROCK ON FABRIC			Engineering Associates, inc. South 17th Street. Suite 107	Ames, Iowa 50010 hone: (515) 233-0000	FAX: (515) 233-010
ALL OTHER DISTURBED AREAS PLANTED IN TYPE-1 LAWN MIX PER SUDAS. FERTILIZING BY CONTRACTOR. WATERING BY OWNER. CONTRACTOR TO PROVIDE 12 MONTH WARRANTEE ON ALL SEEDING AND LANDSCAPING.			414 South		
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Z 895.26 UTILITY BOX UTILITY BOX			NDSCAPE PLAN	115 EAST VISTA LAKE AVENUE SITE PLAN	POLK CITY, IOWA
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View of point by point

# Lakes Early Learning Center<br/>Exterior LightingStrauss Architectural Systems<br/>1845 Kahtlin Dr<br/>lowa City, IA 52246<br/>319.400.9980<br/>renfred@straussllc.comStrauss Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>Strauss<br/>St



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<ul> <li><b>EXTERIOR ELEVATION NOTES</b></li> <li>ASPHALT SHINGLES, TO MATCH EXISTING</li> <li>PREFINISHED METAL SIDING. TO MATCH EXISTING</li> <li>PREFINISHED METAL GUTTER &amp; DOWNSPOUT</li> <li>OVERHEAD DOOR REMOVED, REPLACED WITH PREFINISHED ALUMINUM</li> </ul>	
<ul> <li>STOREFRONT</li> <li>STOREFRONT WINDOW REMOVED, REPLACED WITH PREFINISHED ALUMINUM STOREFRONT DOOR</li> <li>KNOX BOX, COORDINATE EXACT LOCATION WITH LOCAL FIRE AUTHORITY</li> <li>PREFINISHED ALUMINUM CLAD WINDOWS</li> <li>STONE VENEER; TO MATCH EXISTING</li> </ul>	HAILA ARCHITECTURE ≰ STRUCTURE
	PLANNING LTD
	MECHANICAL ENGINEER Name Address City, State ZIP Phone: Fax: CONSULTANT Name Address City, State ZIP Phone Fax
	ARCHITECT Haila AISIP 413 Keilogg Ave Ames, IA 50010 Phone: 515-292-0007 Fax: 515-292-0008 CONSULTANT Name Address City, State ZIP Phone Fax
	<b>STRUCTURAL ENGINEER</b> Haila A S P 413 Kellogg Ave Ames, IA 50010 Phone: 515.292.0007 Fax: 515.292.0008 CONSULTANT Name Address City, State ZIP Phone Fax
	CIVIL ENGINEER Name Address City, State ZIP Phone: Fax: Name Address City, State ZIP None: Fax: Fax:
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#### **RESOLUTION NO. 2020-108**

#### A RESOLUTION APPROVING THE SITE PLAN FOR LAKES EARLY LEARNING CENTER

WHEREAS, FOX Engineering Associates; on behalf of Feldman Real Estate, LLC has submitted a Site Plan for their proposed building expansion to be located on Lot 2 of Big Creek Technology Campus (BCTC) Plat 1, Polk City, Iowa; and

WHEREAS, on September 21, 2020, the Polk City Planning and Zoning Commission met and recommended approval of the Site Plan for Lakes Early Learning Center, subject to all review comments being satisfactorily addressed but that the requirement for paving the 10' wide trail continue to be deferred; and

WHEREAS, the City Engineer has reviewed the Site Plan and accompanying documents and recommends its approval subject to the requirement of a 5' wide sidewalk to be paved along the north side of E. Vista Lake Avenue, within the north 5' of the existing trail easement, as a Site Plan Improvement in lieu of deferring paving of a 10' trail.

**NOW, THEREFORE, BE IT RESOLVED,** the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the Planning and Zoning Commission and City Engineer and deems it appropriate to approve the Site Plan for Lakes Early Learning Center subject to paving a 5' wide sidewalk along the north side of E. Vista Lake Avenue, within the north 5' of the existing trail easement, as a site plan improvement.

PASSED AND APPROVED the 28th day of September 2020.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk



#### **City of Polk City, Iowa** City Council Agenda Communication

Date:September 28, 2020 City Council MeetingTo:Mayor Jason Morse & City CouncilFrom:Chelsea Huisman, City Manager

Subject: Purchase of Property

**BACKGROUND:** On Monday, the City Council will review a purchase agreement with Knapp Properties for 57.35 acres for a Park Facility. The agreement is available in the packet for review. The purchase price for the property is \$800,000. The City will be paying cash for the property, out of general fund reserves.

ALTERNATIVES: Do not purchase the property

#### FINANCIAL CONSIDERATIONS: \$800,000

**RECOMMENDATION:** It is my recommendation that the Council approve the purchase of the property. This purchase is something the City has been working on for months now. Further steps would include Master Park planning and community feedback opportunities prior to construction of a park facility.

#### **REAL ESTATE PURCHASE AGREEMENT**

**BY THIS AGREEMENT**, dated as of the date set forth below, the parties hereto declare, covenant and agree as follows:

1. **Definitions.** The following terms are hereby defined as set forth below for the purposes of this Agreement and shall be given such meanings wherever appearing in this Agreement unless the context requires otherwise, and subject to such further qualifications as are expressly set forth hereafter:

Buyer:	City of Polk City, Iowa
Seller:	Knapp Properties, L.C.
Closing Date:	Within 60 days of the date of this agreement
Date of this Agreement:	, 2020
Property:	57 acres as described on Exhibit "A" within the City of Polk City, Polk County, Iowa
Purchase Price:	\$800,000

- 2. <u>Purchase and Sale of Property</u>. Subject to and upon the terms, provisions, and conditions set forth herein, Seller agrees to sell and Buyer agrees to purchase the entire right, title and interest in and to the Real Estate, including all improvements and personal property appurtenant thereto (as owned by Seller) for the Purchase Price.
- 3. **Purchase Price.** The Purchase Price is \$800,000. The Purchase Price shall be paid as follows:
  - (a) \$500.00 in Earnest Money upon execution of this Agreement by both parties; and
  - (b) The balance at Closing in cash or other readily available funds.

#### 4. Information Delivery Items.

4.1 <u>Abstract of Title</u>. Seller shall deliver to the Buyer an Abstract of Title to the real estate updated to the date of this Agreement. Seller shall be responsible for any cost incurred to be able to convey good and merchantable title in accordance

with Iowa Land Title Standards of the Iowa State Bar Association, but subject to (i) applicable zoning ordinances, and (ii) easements, restrictions and reservations of record if any.

- 5. <u>Contingencies to Purchase</u>. Buyer's obligation to consummate the purchase of the Real Estate and to close is conditioned upon the satisfaction or waiver in Buyer's discretion of each of the following contingencies within the applicable time periods hereinafter specified:
  - (a) <u>**Council Approval.**</u> The City Council of the City of Polk City, Iowa shall have approved this Purchase Agreement by Resolution of the Council.
  - (b) <u>Title Approval</u>. Buyer shall deliver to Seller a complete copy of the title opinion of Buyer's counsel; and Seller shall have a reasonable time to correct any title defects. If Buyer's objections are not cured to Buyer's satisfaction prior to the Closing Date, then Buyer may either (i) cancel and terminate this Agreement; or (ii) waive any such remaining objections and approve the condition of title to the Real Estate then existing.
  - (c) <u>Due Diligence</u>. Buyer shall perform any due diligence needed by it, including but not limited to completion by Buyer of an environmental review, within 45 days of the date of this Agreement ("Due Diligence Period"). The due diligence including any environmental and engineering review must be satisfactory to Buyer, in Buyer's sole discretion. If Buyer is not satisfied with the due diligence Buyer may cancel and terminate this Agreement by giving written notice of to Seller within the Due Diligence Period.

#### 6. **Obligations, Representations and Warranties.**

- 6.1 <u>Seller's Representations.</u> Seller, in order to induce Buyer to enter into this offer and to purchase the Real Estate, hereby agrees to diligently undertake the performance of all obligations of Seller contained in this Paragraph 6.1, and additionally make the representations and warranties set forth herein:
  - (a) Seller shall proceed diligently to provide all information required to be provided by Seller in paragraph 4 herein;
  - Prior to Closing, Seller shall complete any required platting of the property so that the 57 acre parcel described herein can be conveyed to the Buyer by Warranty Deed;
  - (c) Seller represents and warrants that it is the owner of the fee interest in the real estate, that it has the full right and power to covey the Real Estate to Buyer at the Closing, and that Seller knows of no unrecorded liens, claims,

leases, licenses, or interests of any kind affecting the title to the Real Estate or the use thereof;

- (d) Except as disclosed to Buyer, Seller has, to Seller's knowledge, not received a notice of any violation of any federal, state, county or municipal laws, ordinances, orders, regulations or requirements affecting any portion of the Real Estate and has no knowledge of any fact or condition which should constitute such a violation.
- 6.2 **<u>Buyer Representations</u>**. Buyer, in order to induce Seller to enter into this Agreement and to sell the Real Estate and the Interest, hereby represents and warrants as follows:
  - (a) Upon approval of the City Council this Agreement will be duly and validly executed and delivered by Buyer and constitute the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.
- 6.3 The parties acknowledge that each and every representation and warranty contained in this Article shall be true and accurate as of the execution of this Agreement and also as of the Closing Date.
- 7. <u>**Taxes and Assessments.**</u> Seller agrees to pay all Real Estate taxes and assessments prorated to the date of Closing. Seller agrees to pay any sanitary sewer, solid waste, water and other utility charges through the date of Closing.

#### 8. <u>Closing Documents</u>.

- 8.1 At Closing, Seller shall execute and/or deliver to Buyer the following:
  - (a) Warranty Deed.
  - (b) <u>Other Documents</u>. Any other document as may be required for recording this Agreement, including, but not limited to an Iowa Declaration of Value form and Groundwater Hazard Statement.
  - (c) **<u>Possession of the Real Estate</u>**. Actual possession of the Real Estate.
- 8.2 At Closing, Buyer shall execute and/or deliver to Seller the following:
  - (a) Cash or other readily available funds in the amount of the Purchase Price

minus the earnest money.

- 9. **<u>Prorations, Costs.</u>** The following items shall be prorated as of the Closing between Seller and Buyer as set forth herein:
  - (a) The Seller shall be charged with (i) the cost of real estate conveyance tax and other transfer taxes, if any, imposed by state or local authorities, and (ii) the cost of the continuation of the Abstract of Title.
  - (b) Seller and Buyer shall each be responsible for the payment of the fees and expenses of their respective counsel in connection with the transactions contemplated by this Agreement.
- 10. **<u>Remedies Upon Default</u>**. In the event that either party defaults in their performance under the terms of this Agreement, the other party shall have all the rights and remedies available under the laws of the State of Iowa, including the right of the Seller to forfeit this Agreement in accordance with Chapter 656 of the Code of Iowa (2020), as amended.
- 11. **Date of Agreement.** This Agreement is being executed first by Buyer and then presented to Seller for execution. Each party shall date this Agreement beside its signature as of the date of such signature. The date of this Agreement shall be the date which is the later to occur of the date on which the Seller executes this Agreement or the date on which Buyer executes the Agreement.

#### 12. <u>Miscellaneous</u>.

- 12.1 This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations and understandings are superseded hereby and merged into this Agreement. No party shall be liable or bound to any other person hereto in any manner by an agreement, warranty, representation or guarantee, except as specifically set forth herein or in any instrument executed pursuant hereto.
- 12.2 If any term or provision of this Agreement is determined to be invalid, such invalid term of provision shall not affect or impair the remainder of this Agreement, but such remainder shall continue in full force and effect to the same extent as though the invalid term or provision were not contained herein.
- 12.3 Time is of the essence of this Agreement. Except as herein otherwise provided, this Agreement and all of the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, personal representatives, successors and assigns of the parties hereto.
- 12.4 The parties hereto agree to execute, acknowledge and deliver such other

documents and instruments as may be reasonably necessary or appropriate to carry out the full intent and purpose of this Agreement.

- 12.5 This Agreement and the rights of the parties hereto shall be governed and construed in accordance with the laws of the State of Iowa.
- 12.6 This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.
- 12.7 This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.
- 12.8 The parties agree that Seller may remove any item from the Real Estate, including but not limited to woodwork and hardware, prior to the date of Closing.

**Knapp Properties, L.C.** 

City of Polk City, Iowa

By:

Manager

By:

Jason Morse, Mayor

Attest:

Jenny Gibbons, City Clerk

I, Jenny Gibbons, City clerk of the City of Polk City, Iowa, do hereby certify that the within and foregoing Agreement was duly approved and accepted by the City Council of the City of Polk City, Iowa, by Resolution No. _____, passed on the _____ day of _____, 2020, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2020.

Jenny Gibbons, City Clerk



#### **City of Polk City, Iowa** City Council Agenda Communication

Date:September 28, 2020 City Council MeetingTo:Mayor Jason Morse & City CouncilFrom:Jason Thraen, Parks & Recreation Director

Subject: Approve Regional Park Master Plan RFP

**BACKGROUND:** With the purchase of 57 acres for park development, Polk City has the opportunity to develop a regional, special recreation attraction. When planned correctly, a multi-use park of this size has the ability to satisfy the recreation needs for a wide variety of user groups. Utilizing a master plan will allow smart, fiscally sound, and environmentally responsible park development for a much-needed addition to Polk City.

ALTERNATIVES: Do not approve the proposed Regional Park Master Plan RFP.

**FINANCIAL CONSIDERATIONS:** At this time, RFP is just being sent to engineering firms. Financial considerations will be available at a future date.

**RECOMMENDATION:** It is my recommendation that city council approve the proposed Regional Park Master Plan RFP.



PO Box 426 Polk City, Iowa 50226

PH: 515-984-6233 FX: 515-984-6177

## City of Polk City Request for Proposal Regional Park Master Plan

#### Section I. Project Overview

The City of Polk City is issuing this request for proposal (RFP) to prepare a master plan for UNNAMED Regional Park, a city owned park and regional special recreation feature. This 57-acre regional park is located on the east side of the Big Creek Technology Campus. The City is requesting services from an engineering firm for the Master Plan only. Design of the facility will be conducted at a date to be determined.

This project will consist of providing planning services and evaluating potential uses and programming of the park to develop a master plan that is responsive to the site, environmentally sensitive, and sustainable. The master plan will include written and graphic analysis and recommendations.

- 1. Evaluation of existing inventory of park and recreation facilities
- 2. Evaluation of needs of the growing community. Evaluation should be conducted by interviewing key personnel identified by the Parks & Recreation Director.
- 3. Site survey.
- 4. Location of utility connections for future park development.
- 5. Preparation of visuals displaying opportunities and constraints of the site.
- 6. Preparation of one preliminary conceptual design and one alternative for the site.
- 7. Preparation of Master Plan and report identifying the preferred conceptual design, and the recreational amenities planned for the site including the location and configuration of all site elements.
- 8. Preparation of a cost estimate for the preliminary conceptual design and one alternative.



PH: 515-984-6233 FX: 515-984-6177



#### Section II. Scope of Work

The firm will provide the following services:

#### Master Park Plan

- 1. Complete review of current Polk City parks' amenities.
- 2. Identify amenities to meet the needs of the City by conducting interviews with key personnel.
- 3. Recommendations and one alternative for park development necessary to meet the identified needs.
- 4. Renderings and preliminary cost estimates of preliminary concept and alternative.

#### Section III. Scorable mandatory requirements

The City requests that the following information be included in each proposal:

- Detail the firm's experience and capacity in creating park specific master plans. Include the number of years this service has been provided and extent of any firm expansion required for this proposed service.
- Provide project profiles for at least 3 projects; preferably in the public sector. Provide total project cost within the project profile. Including projects where construction is complete or near completion is encouraged.
- Provide at least three references for contracts of similar scope. Two of the contracts should be from public entities, within the last five years, in which park specific master plans were completed. Provide the name of the organizations, along with name and telephone number of each contact person.
- Detail the firm's record of performance regarding quality of work, ability to work within budget constraints, and ability to meet schedules.
- Provide resumes of personnel that will be involved in this project listing their educational background, experience, and qualifications. Please detail level of involvement each participant will have in this project.

#### Section IV. Desirable quality

The City will specifically review the following information, of which should be included in each proposal:

- Experience in park specific master plan development.
- Experience in design and construction of multi-use parks.
- Ability to creatively design multi-use parks that are functional, aesthetically pleasing, and fiscally prudent.
- Ability to manage a multi-facetted project with minimal change orders and within budget.



#### Section V. Terms and Conditions

• It is requested an estimated cost for Master Plan be submitted with the proposal. This cost is not considered binding and is subject to competitive negotiations with the firm selected. Pricing information should be submitted in a separate sealed envelope.

#### Section VI. Evaluation process

- A selection committee will consist of 6 members of City officials. The committee will score the application separately based on the below criteria. No more than three firms will be selected to interview at a future date. The firms selected for interviews must have those completing the study be present at the interview. The City requests that the main point of contact for this project be the individual in charge of the project if selected.
- The City has the right to accept or reject any or all proposals and to waive any informalities in the review process.
- The selection team committee will score based on the following point system. Each proposal will be ranked by each member of the selection team based on a point system of 0-100.
  - Understanding of Project-30 points
  - Project Team & Key Personnel-20 points
  - Quality & Thoroughness of Proposal-20 points
  - Related Experience-10 points
  - Client References-10 points
  - Geographic Location of Firm-10 points

#### Section VII. Proposal submittal

Any questions regarding this RFP should be directed to Jason Thraen, Parks & Recreation Director. The City requests that all questions and inquiries of this RFP be directed to Jason Thraen. Contacting any other member of the City other than the contact person is inappropriate. Jason can be reached by email at jthraen@polkcityia.gov or by phone 515-984-6233.

Interviews for this RFP will be conducted on the afternoon of November 16, 2020. All firms submitting proposals must be available to participate in interviews on that specific date unless arrangements are made in advance with the Parks & Recreation Director. Interviews may be conducted in person or electronically via zoom, yet TBD.

10 copies of the proposals are to be sent to the attention of Jason Thraen, Parks & Recreation Director, City of Polk City, PO Box 426, 112 Third Street Polk City, IA 50226. Proposals are due November 2, 2020 by 5PM. One electronic proposal should also be submitted.

#### **ORDINANCE NO. 2020-1300**

#### AN ORDINANCE VACATING CERTAIN EASEMENTS IN BIG CREEK TECHNOLOGY CAMPUS PLAT 3

**WHEREAS**, on the 22nd day of June 2020, pursuant to published notice as required by law, the City Council has held a public hearing on a proposal to vacate a 50' Buffer Easement and 20' Surface Water Flowage Easement within property legally described as follows:

#### 50.00' BUFFER EASEMENT VACATION

A 50.00 FEET WIDE BUFFER EASEMENT IN LOT 1 OF BIG CREEK TECHNOLOGY CAMPUS PLAT 3, AN OFFICIAL PLAT RECORDED AT THE POLK COUNTY RECORDER'S OFFICE IN BOOK 16665, PAGE 17 AND ALSO DESCRIBED IN THE BUFFER EASEMENT RECORDED IN BOOK 16665, PAGE 49 AT THE POLK COUNTY RECORDER'S OFFICE THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH 50.00 FEET OF SAID LOT 1.

#### 20.00' SURFACE WATER FLOWAGE EASEMENT VACATION

A 20.00 FEET WIDE SURFACE WATER FLOWAGE EASEMENT IN LOT 1 OF BIG CREEK TECHNOLOGY CAMPUS PLAT 3, AN OFFICIAL PLAT RECORDED AT THE POLK COUNTY RECORDER'S OFFICE IN BOOK 16665, PAGE 17 ALSO DESCRIBED IN THE SURFACE WATER FLOWAGE EASEMENT RECORDED IN BOOK 16665, PAGE 44 AT THE POLK COUNTY RECORDER'S OFFICE THAT IS MORE PARTI CULARLY DESCRIBED AS FOLLOWS: THE SOUTH 20.00 FEET OF SAID LOT 1.

**WHEREAS**, the City Council of the City of Polk City, Iowa, has determined that it is in the best interest of the City to vacate said easements; and

WHEREAS, the City Engineer has reviewed and approved said vacations provided final passage of this Ordinance occurs after City Council approves the final plat for Big Creek Technology Campus Plat 4; and

**WHEREAS**, the Code of Iowa provides that an easement may be vacated only after notice and hearing as provided by law.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Polk City, Iowa, as follows:

**Section 1.** The City of Polk City, Iowa, hereby vacates the following described Buffer Easement and Surface Water Flowage Easement:

#### 50.00' BUFFER EASEMENT VACATION

A 50.00 FEET WIDE BUFFER EASEMENT IN LOT 1 OF BIG CREEK TECHNOLOGY CAMPUS PLAT 3, AN OFFICIAL PLAT RECORDED AT THE POLK COUNTY RECORDER'S OFFICE IN BOOK 16665, PAGE 17 AND ALSO DESCRIBED IN THE BUFFER EASEMENT RECORDED IN BOOK 16665, PAGE 49 AT THE POLK COUNTY RECORDER'S OFFICE THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH 50.00 FEET OF SAID LOT 1.

#### 20.00' SURFACE WATER FLOWAGE EASEMENT VACATION

A 20.00 FEET WIDE SURFACE WATER FLOWAGE EASEMENT IN LOT 1 OF BIG CREEK TECHNOLOGY CAMPUS PLAT 3, AN OFFICIAL PLAT RECORDED AT THE POLK COUNTY RECORDER'S OFFICE IN BOOK 16665, PAGE 17 ALSO DESCRIBED IN THE SURFACE WATER

#### FLOWAGE EASEMENT RECORDED IN BOOK 16665, PAGE 44 AT THE POLK COUNTY RECORDER'S OFFICE THAT IS MORE PARTI CULARLY DESCRIBED AS FOLLOWS: THE SOUTH 20.00 FEET OF SAID LOT 1.

**Section 2.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**Section 3.** This Ordinance shall be in effect upon its passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of ______ 2020.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk



Project No.:

#### PRELIMINARY PLAT REVIEW

Date:September 23, 2020Project:Big Creek Technology Campus Plat 4

Applicant:	William C. Knapp, L.C.
Property Owner:	William C. Knapp, L.C.
Requested Action:	Approval of Preliminary Plat
Location	South and East of BCTC Plats 1, 2, and 3
Size:	36.82 acres
Zoning:	R-1, R-2, R-3, C-2 and M-1
Proposed Use:	1 large lot for school and 1 large outlot

**GENERAL INFORMATION:** 



Compiled by: Kathleen Connor, Planner

119.0437.01

#### **PROJECT BACKGROUND:**

The subject property is outlined in red on the Zoning Map above. On March 9, 2009, a northern portion of the subject property was rezoned to M-1 for the development of Big Creek Technology Park. Since that time, the City has approved Plats 1, 2, and 3 of Big Creek Technology Campus as well as Site Plans for Bruce Boland's building on the north side of E. Vista Lake Avenue and City Laundry on the south side of that street. The northwesterly 2.01 acres of the subject property was previously platted as Lot 1 of Big Creek Technology Campus Plat 3 but will be re-platted to incorporate it into Lot 1 of this plat.

#### **PROJECT DESCRIPTION:**

This Preliminary Plat includes one 26-acre lot for development purposes and one 9.87-acre large outlot for future development. The property is currently being rezoned to R-1.

The lots are of sufficient size to exceed the minimum requirements of all current zoning districts, including the proposed R-1 district. Setbacks for Lot 1 will be established at a 35' front yard, 20' side yard, and 45' rear yard which meets the requirements for non-residential structures in the R-1 zoning district and exceeds the current R-2, R-3, and M-1 setback requirements. Setbacks for Outlot Z will be established when the property is re-platted as a developable lot.

The Preliminary Plat stipulates that a Buffer Easement along the south side of Lot 1 and Outlot Z shall be recorded prior to approval of a Site Plan or issuance of a Building Permit for the respective lot based on the most restrictive zoning on said lot at the time of further development. However, no buffer easement shall be required if the entire lot or outlot is zoned R-1.

The public improvements associated with this plat include the extension of E. Vista Lake Avenue, including the extension of water main, sanitary sewers, storm sewers and street lighting. Detention and conveyance of discharge from Lot 1 to a natural drainageway be provided with the Site Plan approval.

The developer is aware that a site plan showing access locations to the proposed building have not been provided for review or approval at this time. Access will need to be designed to accommodate drop-off and pick-up lanes, visitor parking, and employee parking and approved by the City Engineer based on a traffic impact study at the time of site plan review.

P&Z reviewed the Preliminary Plat for Big Creek Technology Campus Plat 4 at their May 18, 2020 meeting and recommended City Council approval of said Preliminary Plat. The Public Hearing on the vacation of the recorded 50' Buffer Easement and a 20' Surface Water Flowage Easement on Lot 1 of BCTC Plat 3 since those easements will no longer be necessary when that lot is consolidated into the larger lot in this plat.

**ISSUES:** The following issues have been identified by staff that will be addressed in conjunction with City Council approval of the Final Plat:

- A. 3rd Street Recreational Trail. Per Chapter 170.24,a Sidewalk Bond is required prior to Final Plat approval for 4' sidewalks along N. 3rd Street and E. Vista Lake Avenue. Staff recommends this requirement be waived for Lot 1 since a sidewalk will be paved along E. Vista Lake Avenue as a site plan improvement. Since the City plans to construct a 10' trail along N. 3rd Street in 2023-24, an agreement could be developed covering the owner of Outlot Z's responsibility for a share of the cost of the trail; alternatively Council could waive the sidewalk bond for Outlot Z.
- B. *Public Improvements.* The Traffic Impact Study prepared for the planned use of Lot 1 of this plat recommends improvements be made to existing public streets, along with a timeline for said improvement improvements to accommodate proposed traffic related to the school as well as traffic from future residential growth to the east.

#### **REVIEW COMMENTS:**

All of staff's review comments were addressed on Submittal #6.

#### **RECOMMENDATION:**

Based on the satisfactory resolution of each of the review comments, staff recommends approval of the Preliminary Plat for Big Creek Technology Campus Plat 4, subject to the following:

1. All fees being paid in full to the City of Polk City prior to Council approval.

#### **RESOLUTION NO. 2020-110**

#### A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR BIG CREEK TECHNOLOGY CAMPUS PLAT 4

**WHEREAS,** Knapp Properties submitted a Preliminary Plat for Big Creek Technology Campus Plat 4; and

WHEREAS, on May 18, 2020, the Polk City Planning and Zoning Commission met and recommended approval of the Preliminary Plat for Big Creek Technology Campus Plat 4, subject to completion of the City Engineer's review comments and recommendations being satisfactorily addressed; and

WHEREAS, the City Engineer has reviewed the revised Preliminary Plat and finds that all review comments have been satisfactorily addressed and therefore recommends approval of said Preliminary Plat.

**NOW, THEREFORE, BE IT RESOLVED,** the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the Planning and Zoning Commission and the City Engineer and deems it appropriate to approve the Preliminary Plat for Big Creek Technology Campus Plat 4.

**PASSED AND APPROVED** the 28th day September 2020.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk



UTILITIES POLK CITY PUBLIC WORKS ADDRESS: 301 E NORTHSIDE DR, POLK CITY, IA 50226 PHONE: (515) 984-9280

SANITARY SEWER - CITY OF POLK CITY STORM SEWER - CITY OF POLK CITY WATER - CITY OF POLK CITY

NATURAL GAS UTILITY MID AMERICAN ENERGY 666 GRAND AVENUE DES MOINES, IA 50309 CONTACT: JIM KEISLAR PHONE: 515-252-6472

ELECTRIC MIDAMERICAN ENERGY CORPORATION SARA LULOW PHONE: (515)281-2291 EMAIL: SLULOW@MIDAMERICAN.COM

MIDLAND POWER COOPERATIVE NORM FANDEL 1005 E. LINCOLN WAY JEFFERSON, IA 50129 515-386-4111 N.FANDEL@MIDLANDPOWER.COOP

TELEPHONE CENTURY LINK 2103 E UNIVERSITY DES MOINES, IA 50317 CONTACT: DAVE HARRIS PHONE: 303-263-7250

BUILDING DEPARTMENT II2 3RD STREET

PO BOX 426 POLK CITY, IA 50226 PHONE: 515-984-6233 FAX: 515-984-6177 SUPPORT@POLKCITYIA.GOV

#### HEALTH DEPARTMENT

POLK COUNTY PUBLIC HEALTH DEPARTMENT ADDRESS: 1907 CARPENTER AVE, DES MOINES, IA 50314 PHONE: (515) 286-3798 TOLL FREE: 866-209-1300 EMAIL: HEALTHDEPT@POLKCOUNTYIOWA.GOV

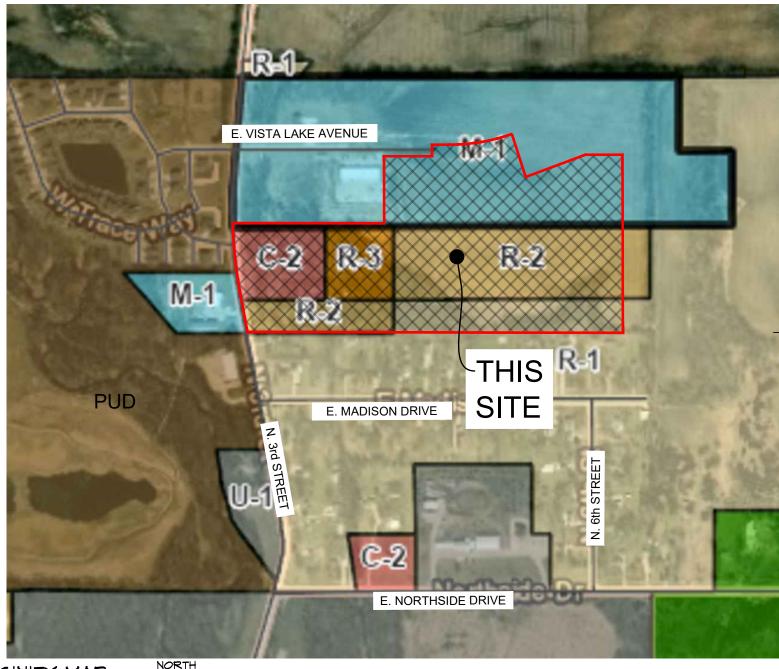
FIRE DEPARTMENT 112 3RD STREET PO BOX 426 POLK CITY, IA 50226 FIRE CHIEF - JIM MITCHELL STATION PHONE NUMBER -515.984.6304 FIREDEPARTMENT@POLKCITYFD.COM WWW.POLKCITYFD.COM

CONSTRUCTION SCHEDULE GRADING ACTIVITIES - JUNE, 2020 UTILITY PLACEMENT - JULY, 2020 PAVING -AUGUST, 2020 PUNCH LIST ITEMS - OCTOBER, 2020

#### NOTES

- SUBDRAINS SHALL BE PLACED ON BOTH SIDES OF THE STREET.
- SIDEWALKS WILL BE REQUIRED AS PART OF THE SITE PLAN APPROVAL FOR LOT I. 3. AN AGREEMENT MUST BE REACHED BETWEEN THE CITY AND DEVELOPER FOR THE EXTENSION OF NORTH 3RD STREET RECREATIONAL TRAIL.
- 4. ACCESS LOCATIONS ARE TO BE SHOWN AND REVIEWED AS PART OF SITE PLAN APPROVAL 5. OUTLOT 'Z' SHALL BE RE-PLATTED IN CONFORMANCE WITH POLK CITY CODE PRIOR TO FURTHER DEVELOPMENT, INCLUDING BUT NOT LIMITED TO APPROVAL OF A SITE PLAN OR ISSUANCE OF A BUILDING PERMIT. ACCESS AND UTILITIES TO SERVE OUTLOT 'Z' WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER AT THE TIME OF FURTHER DEVELOPMENT.
- 6. THE TEMPORARY TURNAROUND SHALL BE ASPHALT OR PCC, UNLESS OTHERWISE APPROVED BY CITY COUNCIL. THE DESIGN SHALL BE APPROVED WITH THE CONSTRUCTION DRAWINGS. THE TEMPORARY TURNAROUND INSTALLATION MAY BE DEFERRED UNTIL THE DEVELOPMENT OF LOT I.
- 1. STORM WATER DETENTION AND DRAINAGE FACILITIES FOR EACH PARCEL SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER AT THE TIME LOT I AND OUTLOT 'Z' IS FURTHER DEVELOPED. 8. TWO WATER MAIN STUBS SHALL BE PROVIDED FOR A LOOPING SYSTEM. CALCULATIONS FOR PLANNED SPRINKLER SYSTEMS, FIRE HYDRANTS AND DOMESTIC WATER TO DEMONSTRATE WATER DEMANDS AND FOR PIPE SIZING FOR
- THE SERVICE SHALL BE PROVIDED FOR SITE PLAN APPROVAL 9. OVERSTORY TREES SHALL BE PLANTED AT 40 FEET ON CENTER ALONG E. VISTA LAKE AVENUE IN CONJUNCTION WITH THE SITE PLAN FOR LOT I. OVERSTORY TREES SHALL BE SELECTED FROM POLK CITY'S APPROVED TREE
- LIST. IO. ALL SETBACKS SHALL CONFORM TO THE REQUIREMENTS OF THE APPLICABLE ZONING DISTRICT(S) AT THE TIME OF FURTHER DEVELOPMENT.
- II. A BUFFER EASEMENT ALONG THE SOUTH SIDE OF LOT I AND OUTLOT 'Z' SHALL BE RECORDED PRIOR TO APPROVAL OF A SITE PLAN OR ISSUANCE OF A BUILDING PERMIT FOR THE RESPECTIVE LOT BASED ON THE MOST RESTRICTIVE ZONING ON SAID LOT AT THE TIME OF FURTHER DEVELOPMENT. NO BUFFER EASEMENT SHALL BE
- REQUIRED IF THE ENTIRE LOT OR OUTLOT IS ZONED R-I. 12. E. VISTA LAKE AVENUE SHALL BE 8" CONTINUOUSLY REINFORCED P.C.C. PAVEMENT.
- 13. THE CITY MAY REQUIRE THE WATER LINE TO BE CONNECTED TO THE EXISTING PUBLIC MAIN ON E. MADISON DRIVE AS A
- SITE PLAN IMPROVEMENT FOR LOT I, BASED ON THE WATER PRESSURE AND CAPACITY DEMANDS FOR USES ON LOT I. 14. AN OVERLAND FLOWAGE EASEMENT AND/OR A STORM SEWER EASEMENT SHALL BE PROVIDED ACROSS OUTLOT 'Z' AT THE TIME OF SITE PLAN APPROVAL FOR LOT I OF BIG CREEK TECHNOLOGY CAMPUS PLAT 4 AND RECORDED PRIOR TO ISSUANCE OF BUILDING PERMIT ON SAID LOT I.
- 15. NO ELECTRICAL TRANSFORMERS, TELEPHONE PEDESTALS, MANHOLES, HANDHOLES, OR ANY OTHER ABOVE-GROUND EQUIPMENT OR APPURTENANCES SHALL BE LOCATED WITHIN THE IO' RECREATIONAL TRAIL EASEMENT. 16. LOT I SHALL BE SERVED BY A CLUSTER MAILBOX.

# PRELIMINARY PLAT BIG CREEK TECHNOLOGY CAMPUS PI S|/2 - SEC. 36 - 8| - 25POLK CITY, IOWA



VICINITY MAP |" = 5*00*'

	GENERAL LEGEND PROPOSED PLAT BOUNDARY
	SECTION LINE
. <u> </u>	CENTERLINE
	EASEMENT LINE
	FLARED END SECTION
	DRAIN BASIN OR SEDIMENT RISER
GT	DRAIN BASIN WITH SOLID GRATE
M	WATER VALVE
¥	FIRE HYDRANT ASSEMBLY
۲.	BLOW-OFF HYDRANT
	SCOUR STOP MAT
	TURF REINFORCEMENT MAT
ST	STORM SEWER WITH SIZE
<u> </u>	SUBDRAIN
<u> </u>	MATER SEWER WITH SIZE
——w——	WATER SERVICE
A926	PROPOSED CONTOUR
/x-t	SILT FENCE
(1234)	ADDRESS
	RIPRAP

tle
PE PLAN
-

#### EXISTING

0

---- LOT LINE SANITARY/STORM MANHOLE WATER VALVE FIRE HYDRANT STORM SEWER SINGLE INTAKE STORM SEWER DOUBLE INTAKE STORM SEWER ROUND INTAKE FLARED END SECTION

#### DECIDUOUS TREE

CONIFEROUS TREE

SHRUB

## POWER POLE

STREET LIGHT GUY ANCHOR ELECTRIC TRANSFORMER

- GAS METER
- (T)TELEPHONE RISER

Ø-Ä-

E

G

— UGT

B.S.L.

P.U.E.

M.O.E.

- SIGN -CATY- UNDERGROUND TELEVISION
- UNDERGROUND ELECTRIC — UGE —
- UNDERGROUND GAS **—** -G- **—** UNDERGROUND FIBER OPTIC - UGFO
- UNDERGROUND TELEPHONE OVERHEAD ELECTRIC — *O*HM —
- SANITARY SEWER WITH SIZE - SAN^o-
- STORM SEWER WITH SIZE - - - W^{2"} - WATER MAIN WITH SIZE
- 926 EXISTING CONTOUR
  - TREELINE BUILDING SETBACK LINE PUBLIC UTILITY EASEMENT MINIMUM OPENING ELEVATION

#### LEGAL DESCRIPTION

LOT I, BIG CREEK TECHNOLOGY CAMPUS PLAT 3, AN RECORDED IN BOOK 16665, PAGE 17 AT THE POLK CO OFFICE AND A PARCEL OF LAND IN PARCEL 'L', AN C RECORDED IN BOOK 12998, PAGE 269 AT THE POLK OFFICE, ALL BEING IN THE 51/2 OF SECTION 36, TOWNS RANGE 25 WEST OF THE 5TH P.M., CITY OF POLK CITY THAT IS MORE PARTICULARLY DESCRIBED AS FOLLO

BEGINNING AT THE SW CORNER OF BIG CREEK TECHN I, AN OFFICIAL PLAT RECORDED IN BOOK 1334, PAGE COUNTY RECORDER'S OFFICE; THENCE S89°58'48"E, 8 SOUTH LINE OF SAID BIG CREEK TECHNOLOGY CAMP CORNER OF SAID BIG CREEK TECHNOLOGY CAMPUS CORNER ALSO BEING THE SW CORNER OF LOT I OF S TECHNOLOGY CAMPUS PLAT 3; THENCE NOO°O2'13"W, THE WEST LINE OF SAID LOT I TO THE NW CORNER OF 589°58'48"E, 250.00 FEET ALONG THE NORTH LINE C NE CORNER OF SAID LOT I, SAID NE CORNER ALSO E OF LOT 'A' OF SAID BIG CREEK TECHNOLOGY CAMPL NOO°02'13"W, 60.00 FEET ALONG THE EAST LINE OF NE CORNER OF SAID LOT 'A'; THENCE S89°58'48"E, 91 OF CURVATURE; THENCE NORTHEASTERLY ALONG A C HAVING A RADIUS OF 970.00 FEET AND A CHORD B AN ARC LENGTH OF 120.11 FEET TO A POINT; THENCE FEET TO A POINT; THENCE S89°58'48"E, 62.50 FEET N70°01'12"E, 344.74 FEET TO A POINT; ; THENCE N71°34 TO A POINT; THENCE S89°58'47"E, 215.73 FEET TO A P SOO°OT'I9"E, 927.95 FEET ALONG A LINE THAT IS PAR LINE OF THE NWI/4 SEI/4 OF SAID SECTION 36 TO A LINE OF SAID NWI/4 SEI/4, SAID SOUTH LINE ALSO BE OF DORFRANK ACRES PLAT NO I, AN OFFICIAL PLAT 'P', PAGE 89 AT THE POLK COUNTY RECORDER'S OFF N89°55'17"W, 1290.39 FEET ALONG SAID SOUTH LINE C AND THE NORTH LINE OF SAID DORFRANK ACRES PL CORNER OF SAID NWI/4 SEI/4; THENCE N89°50'29"W, THE SOUTH LINE OF THE NEI/4 SWI/4 OF SAID SECTION LINE COINCIDES WITH THE NORTH LINE OF DORFRANK TO A POINT ON THE CENTERLINE OF N 3RD STREET, F SHELDAHL DRIVE, AS IT IS PRESENTLY ESTABLISHED 195.57 FEET ALONG SAID CENTERLINE TO A POINT OF NORTHERLY ALONG A CURVE TO THE RIGHT HAVING 2292.00 FEET AND A CHORD BEARING NO5°58'15"W. 376.97 FEET ALONG SAID CENTERLINE TO THE POINT CONTAINING 36.82 ACRES INCLUDING 0.66 ACRES OF RIGHT-OF-WAY EASEMENT MORE OR LESS

#### SUBMITTAL TABLE

SUBMITTAL DATE	SUBMITTAL NOTES
2020-04-21	INITIAL SUBMITTAL
2020-05-11	
2020-05-13	
2020-05-26	APPROVED
2020-07-21	REWORKED
2020-08-05	

THE NAVD88 VER POLK COUNTY E 500' E OF NM 7 CULVERT. ELEV. = 866.03 USGS BENCH MA SEC. 27 & 34; 3	OFFICIAL PLAT OUNTY RECORDER'S DEFICIAL PARCEL COUNTY RECORDER'S DEFICIAL PARCEL COUNTY RECORDER'S ISHIP &I NORTH, 7, POLK COUNTY, IOWA WS: OLOGY CAMPUS PLAT E 639 AT THE POLK 36.6.5 ALONG THE US PLAT I TO THE SE PLAT I, SAID SE SAID LOT I; THENCE F SAID LOT I; THENCE F SAID LOT I; THENCE F SAID LOT I; THENCE SAID LOT 'A' TO THE BEING THE SE CORNER IS PLAT 3; THENCE SAID LOT 'A' TO THE BEING THE SE CORNER IS PLAT 3; THENCE SAID LOT 'A' TO THE BEING THE SE CORNER IS PLAT 3; THENCE SAID LOT 'A' TO THE BEING THE SE CORNER IS PLAT 3; THENCE SAID LOT 'A' TO THE BEING THE SE CORNER IS PLAT 3; THENCE SAID LOT 'A' TO THE BEING THE SE CORNER IS PLAT 3; THENCE SAID LOT 'A' TO THE BEING THE SE CORNER IS PLAT 3; THENCE SAID LOT 'A' TO THE BEING THE SE CORNER IS PLAT 3; THENCE SAID LOT 'A' TO THE BEING THE NORTH LINE RECORDED IN BOOK ICE; THENCE F THE NWI/4 SEI/4 AT NO 1 TO THE SW TO A POINT; THENCE A RADIUS OF AN ARC LENGTH OF OF BEGINNING AND F PUBLIC
TICAL DATUM) ENCHMARK II4: 2ND ST AN IDO 3 RK BM 929.6: I' N, 55' E & I.9' CONCRETE POS TED "BM 929.6" ONS RVEYOR'S DES NOT INCLUDE /ATIONS, MINIMUM ATIONS, MINIMUM ATIONS, MINIMUM ATIONS, MINIMUM ATIONS, DETENTION ATTER EVENT NY OTHER ITEMS NDER THE ROFESSIONAL	WILLIAM O SOOO WES WEST DES CONTACT: PH. 515-22 EMAIL: TO PROJE PAUL CLA CIVIL ENG 2400 860 DES MOIN PH. 515-27 EMAIL: CL OROFE CIVIL ENG PH. 515-27 EMAIL: CL OROFE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINUE CONTINU
IN NW \$ OF SEC. 36 T PLUG IN TOP OF TH T-8IN, R-25W, NEAR № HIGHER THAN T-DRIVI	C. KNAPP, L.C. STOWN PARKWAY SUI MOINES, IA 50266-5 TOM WITTMAN 23-4000 DM.WITTMAN@KNAPPPH ECT MANAGEN AUSEN, PE, DINEERING CONSULTAN TH STREET, #12 DES, IOWA 50322 76-4884 EXT. #217 AUSEN@CECLAC.COM ESSIONAL LAN ERY A. GADDIS, PLS TH STREET, SUITE 12 LE, IA 50322 76-4884 EXT. 221 ADDIS@CECLAC.COM IPALITY PLAN CONNOR LANNER ADDIS@CECLAC.COM IPALITY PLAN CONNOR LANNER ASSOCIATES, INC. 54-2020 ECONNOR@SNYDER-AC MERCIAL DISTRICT HT INDUSTRIAL DISTR GLE FAMILY RESIDEN E AND TWO FAMILY R TIPLE FAMILY RESIDEN COSED ZONING GLE FAMILY RESIDEN COSED ZONING GLE FAMILY RESIDEN COSED ZONING CONE
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0 OREEK TECHNOLOGY OAMPUS PLAT 4	
T VISTA LAKE AVENUE, POLK CITY, IOMA	DATE OF SUPPLY 2200 ADDU CO 2000 Softh Street Unit 12 Des Moines Iowa 50322
VER SHEET	ESIGNED BY: 515.276.7084 . mail@cecl RAWN BY: MEH

**ONE CAL** 1-800-292-8989

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LANS OF THE STATE OF IOWA. Ш PAUL J.D. CLAUSEN, IOWA REG. NO. 23772 DATE MY LICENSE RENEWAL DATE IS DECEMBER 31, 2021

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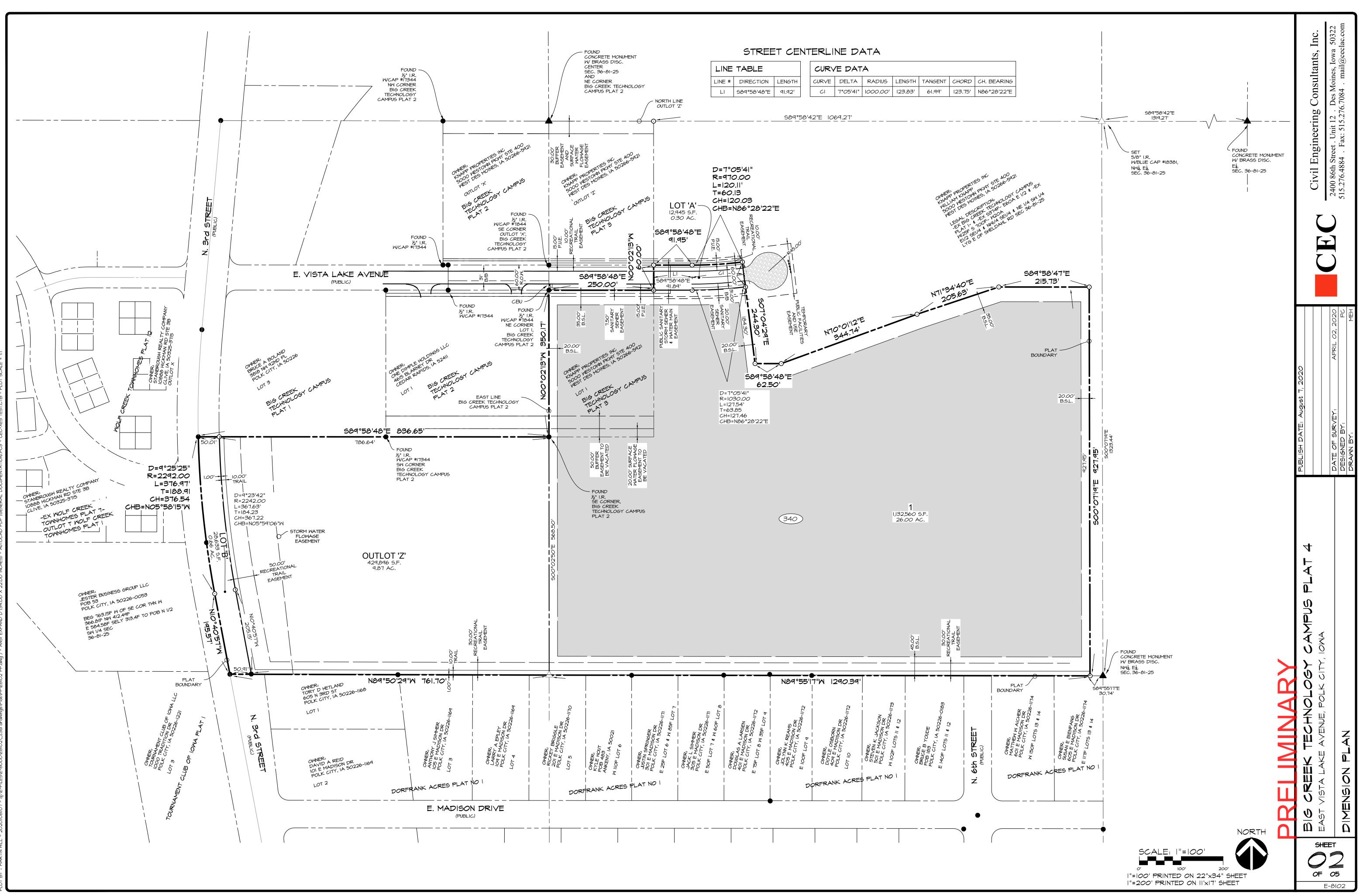
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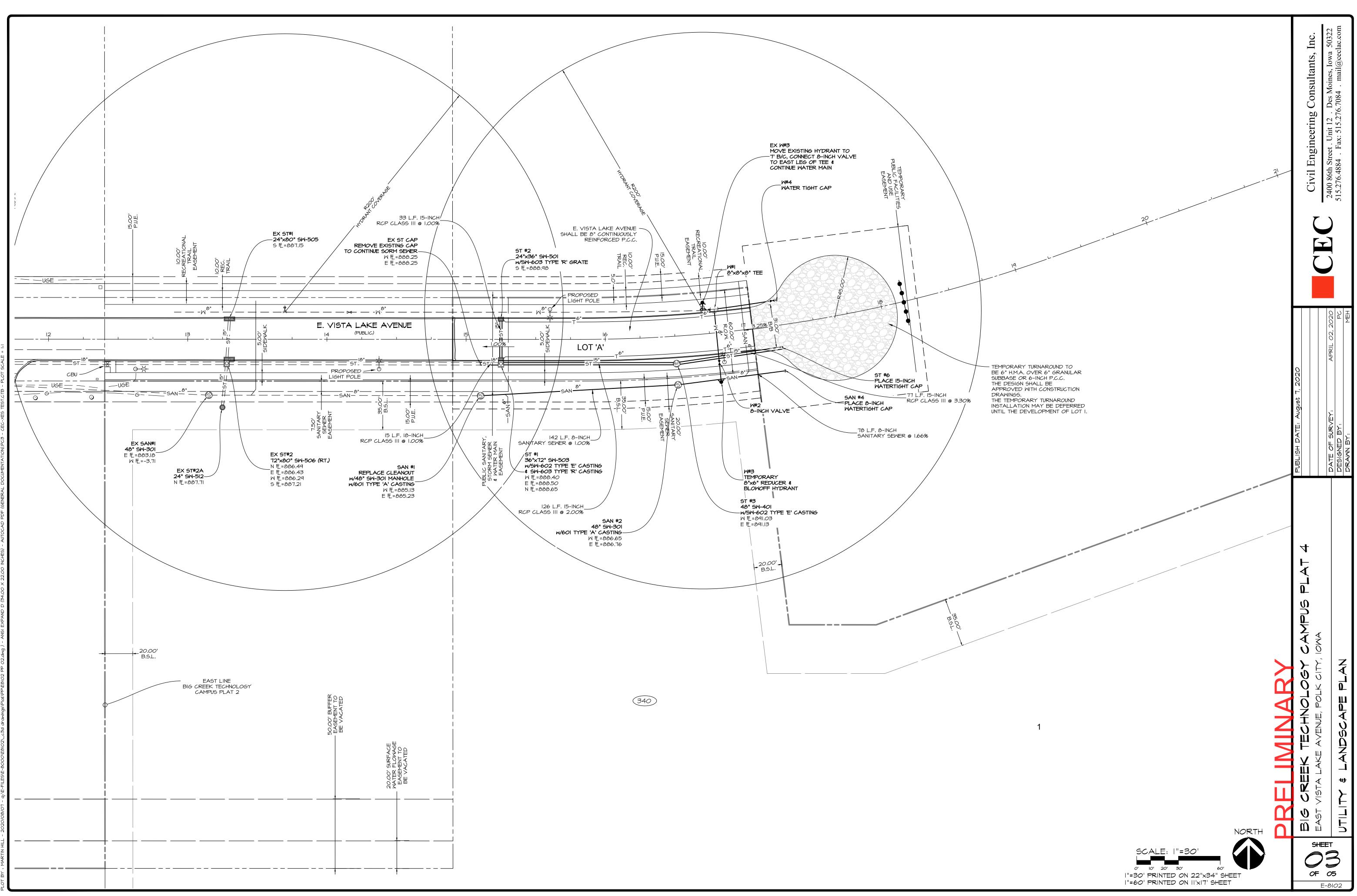
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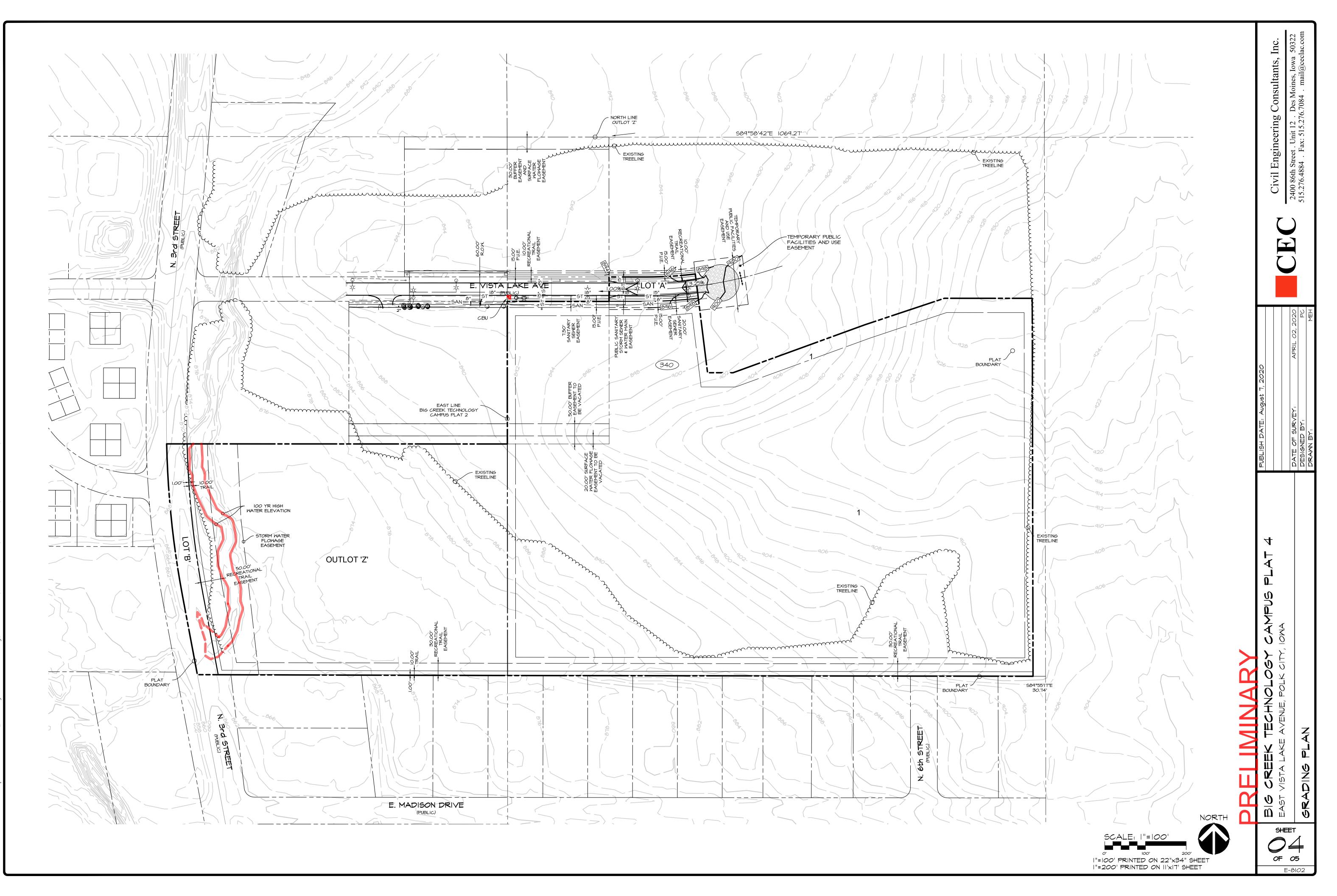
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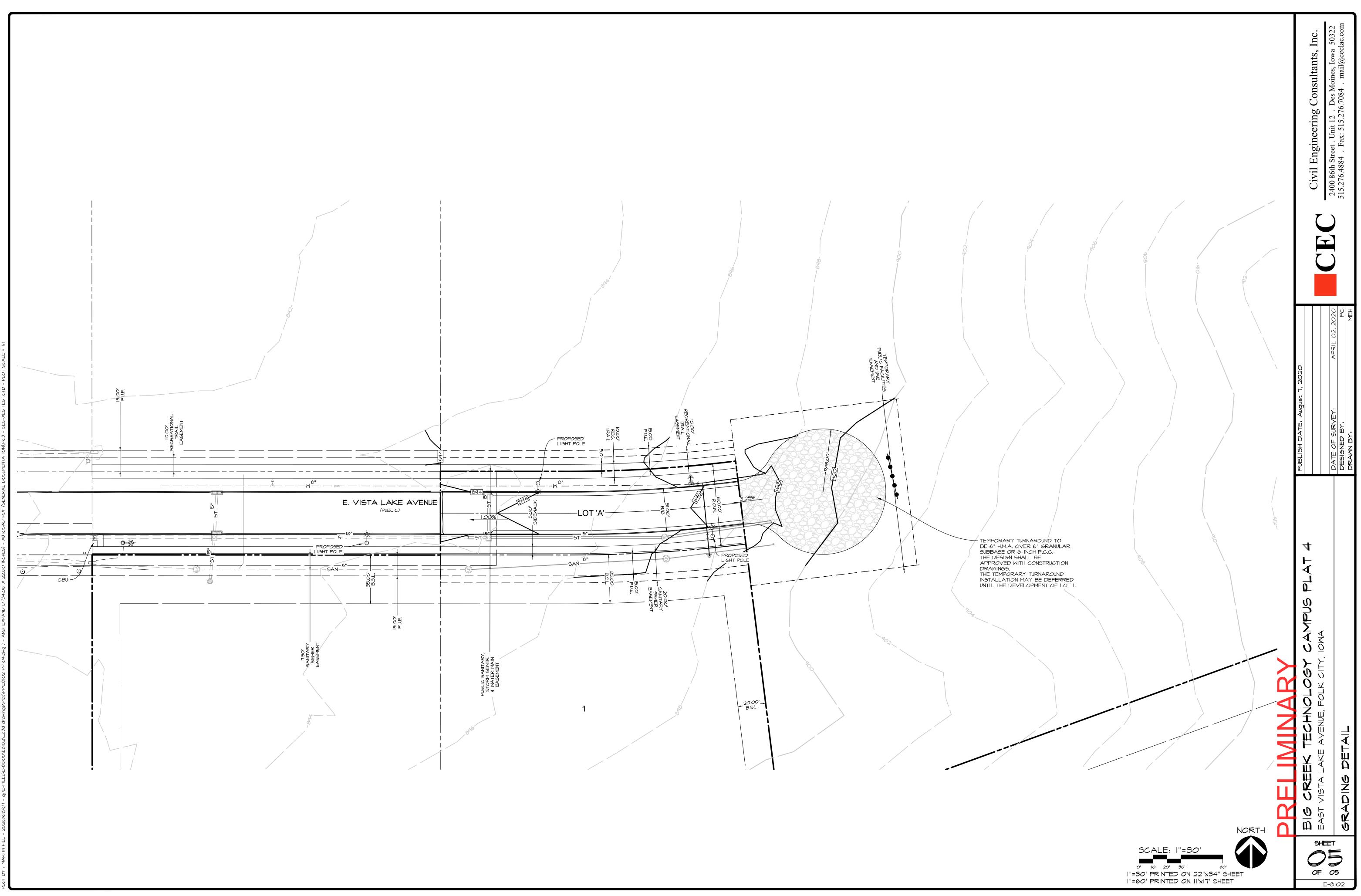
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PAGES OR SHEETS COVERED BY THIS SEAL:











September 23, 2020

Honorable Mayor and City Council City of Polk City 112 3rd Street Polk City, Iowa 50226

#### RE: BIG CREEK TECHNOLOGY CAMPUS PLAT 4 – EAST VISTA LAKE AVENUE EXTENSION APPROVAL OF CONSTRUCTION DRAWINGS

Dear Honorable Mayor and City Council:

On behalf of William C. Knapp, L.C., Civil Engineering Consultants has submitted the construction drawings for the above referenced plat. These plans represent the fourth phase of construction for this subdivision. The plans include construction of an additional approximately 300' feet of E. Vista Lake Avenue, along with associated sanitary sewer, storm sewers, water main and services. The improvements also include construction of service stubs to serve the future North Polk Intermediate School site.

We have reviewed the construction drawings and these appear to be in general conformance to SUDAS and the Preliminary Plat.

We recommend approval of the construction drawings for Big Creek Technology Campus Plat 4. It shall be the developer's responsibility to obtain approval for all necessary permits prior to the start of applicable construction items. These permits include, but are not limited to, the Iowa DNR permits for water main and sanitary sewer construction and the NPDES Storm Water Discharge permit.

Respectfully submitted,

SNYDER & ASSOCIATES, INC.

John W. Haldeman, P.E.

CC: Chelsea Huisman, City of Polk City Mike Schulte, City of Polk City Kathleen Connor, Snyder & Associates, Inc. Tom Wittman, William C. Knapp, L.C.



# DRAWINGS FOR PUBLIC IMPROVEMENTS BIG CREEK TECHNOLOGY CAMPUS PLAT 4 EAST VISTA LAKE AVENUE, POLK CITY, IOWA

UTILITIES POLK CITY PUBLIC WORKS ADDRESS: 301 E NORTHSIDE DR, POLK CITY, IA 50226 PHONE: (515) 984-9280

SANITARY SEWER - CITY OF POLK CITY STORM SEWER - CITY OF POLK CITY - CITY OF POLK CITY WATER

NATURAL GAS UTILITY MID AMERICAN ENERGY 666 GRAND AVENUE DES MOINES, IA 50309 CONTACT: JIM KEISLAR PHONE: 515-252-6472

ELECTRIC MIDAMERICAN ENERGY CORPORATION SARA LULOW PHONE: (515)281-2291 EMAIL: SLULOW@MIDAMERICAN.COM

MIDLAND POWER COOPERATIVE NORM FANDEL 1005 E. LINCOLN WAY JEFFERSON, IA 50129 515-386-4111 N.FANDEL@MIDLANDPOWER.COOP

TELEPHONE CENTURY LINK 2103 E UNIVERSITY DES MOINES, IA 50317 CONTACT: DAVE HARRIS PHONE: 303-263-7250

BUILDING DEPARTMENT 112 3RD STREET PO BOX 426 POLK CITY, IA 50226 PHONE: 515-984-6233 FAX: 515-984-6177 SUPPORT@POLKCITYIA.GOV

HEALTH DEPARTMENT POLK COUNTY

PUBLIC HEALTH DEPARTMENT ADDRESS: 1907 CARPENTER AVE, DES MOINES, IA 50314 HONE: (515) 286-3798 TOLL FREE: 866-209-1300 EMAIL: HEALTHDEPT@POLKCOUNTYIOWA.GOV

FIRE DEPARTMENT II2 3RD STREET PO BOX 426 POLK CITY, IA 50226 FIRE CHIEF - JIM MITCHELL STATION PHONE NUMBER -515.984.6304 FIREDEPARTMENT@POLKCITYFD.COM WWW.POLKCITYFD.COM



GENERAL LEGEND PROPOSED ----- PLAT BOUNDARY ---- SECTION LINE ---- LOT LINE ----- CENTERLINE ----- EASEMENT LINE FLARED END SECTION Ø DRAIN BASIN OR SEDIMENT RISER (GT) DRAIN BASIN WITH SOLID GRATE WATER VALVE M FIRE HYDRANT ASSEMBLY BLOW-OFF HYDRANT SCOUR STOP MAT TURF REINFORCEMENT MAT STORM SEWER WITH SIZE _______ WATER SEWER WITH SIZE -------- WATER SERVICE 926 PROPOSED CONTOUR The SILT FENCE (1234) ADDRESS RIPRAP

¢-ö-Ε G (T)SIGN -CATV — UGE — **—** -6- **—** — UGT - SAN^o-— •ST.^{12"}— -926- $\sim$ B.S.L. P.U.E.

M.O.E.

## EXISTING

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----- LOT LINE SANITARY/STORM MANHOLE WATER VALVE FIRE HYDRANT STORM SEWER SINGLE INTAKE STORM SEWER DOUBLE INTAKE STORM SEWER ROUND INTAKE FLARED END SECTION

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CONIFEROUS TREE

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UNDERGROUND FIBER OPTIC

UNDERGROUND TELEPHONE

OVERHEAD ELECTRIC SANITARY SEWER WITH SIZE

STORM SEWER WITH SIZE

WATER MAIN WITH SIZE EXISTING CONTOUR TREELINE

BUILDING SETBACK LINE PUBLIC UTILITY EASEMENT MINIMUM OPENING ELEVATION Sheet List Table Sheet Title Sheet Number COVER SHEET NOTES & DETAILS 2 З GEOMETRIC PLAN SANITARY SEWER 4 5 STORM SEWER PLAN WATER MAIN PLAN 6 7 PAVING PLAN GRADING PLAN 8 OVERALL GRADING PLAN 9 10 LIGHTING PLAN

## LEGAL DESCRIPTION

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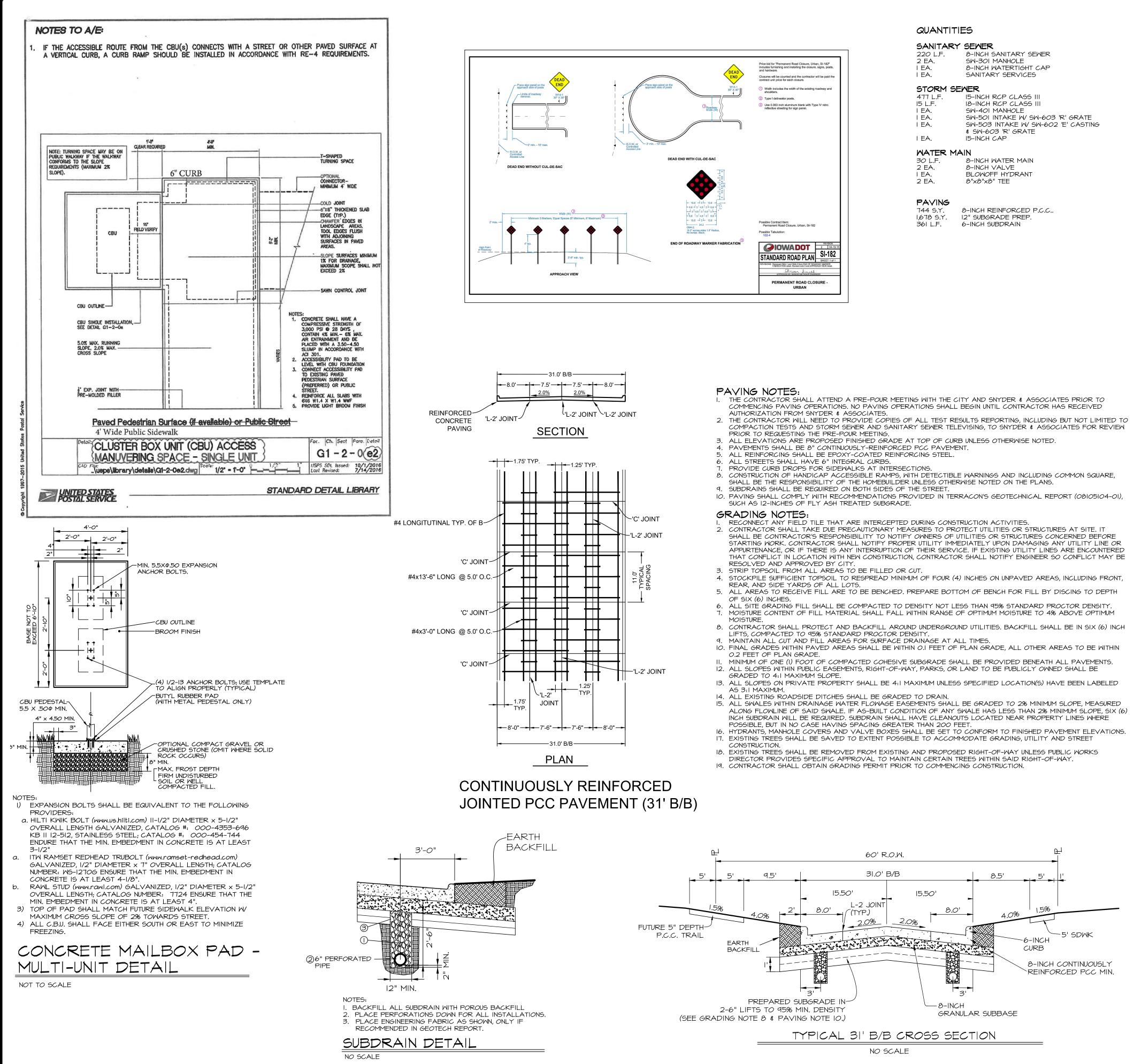
BENCHMARK (THE VERTICAL DATUM FOR BENCHMARKS ARE ACCORDING TO THE NAVD88 VERTICAL DATUM) POLK COUNTY BENCHMARK 114: IN NW 1 OF SEC. 36-81-25, ON NW HUGG DR,

500' E OF NW 72ND ST AN IDOT PLUG IN TOP OF THE E HEADWALL OF A RCB CULVERT. ELEV. = 866.03

USGS BENCH MARK BM 929.6: T-8IN, R-25W, NEAR W 16TH COR. BETWEEN SEC. 27 & 34; 31' N, 55' E & I.9' HIGHER THAN T-DRIVE N; ON CREST OF HILL IN TOP OF IN TOP CONCRETE POST; A STANDARD TABLET STAMPED "26WMC 1964 930" PAINTED "BM 929.6" ELEV = 929.58

SI	JBMITTAL TABLE
SUBMITTAL DATE	SUBMITTAL NOTES
IST SUBMITTAL 04/21/2020	INITIAL SUBMITTAL
05/11/2020	
05/18/2020	
05/26/2020	APPROVED
08/07/2020	REVISED
08/25/2020	
9/18/2020	REVISED: SAN #2; LOT I SAN SVC; ST#3









AND BOX-OUT PAVING

## OWNER.

- STREET SIGNS WITHIN PLAT

- UPSTREAM DRAINAGE

## SANITARY SEWER NOTES:

- UNLESS NOTED OTHERWISE ON DRAWINGS.

- OTHERWISE ON PLANS.
- CONSTRUCTION
- EXPENSE.

CONNECTION.

OTHERWISE

SUMP SERVICES.

CONSTRUCTION.

PROVIDED.

CONTRACTOR IS RESPONSIBLE FOR ALL MEANS AND METHODS OF CONSTRUCTION 2. ONE WEEK PRIOR TO CONSTRUCTION, CONTRACTOR SHALL NOTIFY:

CIVIL ENGINEERING CONSULTANTS, INC. PHONE: 515.276.4884

2. CONTRACTOR SHALL NOTIFY POLK CITY PUBLIC WORKS DIRECTOR AND SNYDER & ASSOCIATES PRIOR TO COMMENCING CONSTRUCTION AND PRIOR TO UTILITY CONSTRUCTION, SUBGRADE PREPARATION, MAIN-LINE PAVING,

3. ALL DESIGN AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (S.U.D.A.S.) CURRENT AT COMMENCEMENT OF CONSTRUCTION. 4. CONTRACTOR AND DEVELOPER'S ENGINEER SHALL ATTEND A REQUIRED PRE-CONSTRUCTION CONFERENCE WITH CITY

AND SNYDER & ASSOCIATES PRIOR TO COMMENCEMENT OF CONSTRUCTION. 5. ALL IOWA DNR AND IOWA DOT PERMITS SHALL BE OBTAINED PRIOR TO START OF CONSTRUCTION. DEVELOPER IS RESPONSIBLE FOR OBTAINING NECESSARY NPDES STORM WATER DISCHARGE PERMIT AND FOR MAINTAINING EROSION CONTROL MEASURES IN CONFORMANCE WITH SWPPP.

6. CONTRACTOR SHALL PROVIDE ALL SHOP DRAWINGS AND MATERIALS SUBMITTALS TO DEVELOPER'S ENGINEER FOR REVIEW, APPROVAL AND THEN PROVISION TO SNYDER & ASSOCIATES PRIOR TO PRE-CONSTRUCTION CONFERENCE. MATERIALS SUBMITTALS SHALL INCLUDE MANUFACTURER'S CUT-SHEETS OR SIMILAR FOR PIPE MATERIALS FOR ALL UTILITIES AND UTILITY SERVICE LINES; FIRE HYDRANTS, VALVES, CURB STOPS, SUBDRAIN PIPE MATERIALS, CLEAN-OUTS, APRON GUARDS, CONCRETE MIX, MATURITY CURVES OR OTHER ACCEPTABLE TESTING. SHOP DRAWINGS SHALL INCLUDE MANHOLES, INTAKES, BOX CULVERTS, FENCING/GUARD RAILS AND OTHER SPECIALTY CONSTRUCTION

7. DEVELOPER'S ENGINEER SHALL IMMEDIATELY NOTIFY SNYDER & ASSOCIATES IN FIELD CONDITIONS DO NOT MATCH APPROVED CONSTRUCTION DRAWINGS. THESE CONDITIONS MAY INCLUDE, BUT ARE NOT LIMITED TO: STAKING DISCREPANCIES OF MORE THAN 0.2 FEET VERTICAL OR I.O FEET HORIZONTAL, DISCOVERY OF PIPES AND/OR FIELD TILES NOT SHOWN ON PLANS, ELEMENTS SHOWN ON PLANS THAT ARE MISSING IN FIELD, OR OTHER DISCREPANCIES BETWEEN APPROVED PLANS AND FIELD CONDITIONS.

8. CONTRACTOR SHALL VERIFY LOCATION AND PROTECT ALL UTILITIES AND STRUCTURES. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY CONTRACTOR AT CONTRACTOR'S EXPENSE TO SATISFACTION OF CITY AND 9. CONTRACTOR SHALL CONDUCT CLEAN-UP OPERATIONS ON EXISTING STREETS AND ADJACENT PRIVATE PROPERTY

AT END OF EACH WORKING DAY OR MORE OFTEN AS DIRECTED BY CITY. IO. CONTRACTORS SHALL PROVIDE FOUR (4) YEAR MAINTENANCE BONDS, IN AMOUNT EQUAL TO COST OF CONSTRUCTION, FOR PAVING AND WATER MAINS, SANITARY SEWERS, STORM SEWERS, INCLUDING ALL UTILITY SERVICES. MAINTENANCE BONDS SHALL BE PROVIDED TO CITY ENGINEER PRIOR TO ACCEPTANCE OF PUBLIC IMPROVEMENTS. II. CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING AS-BUILT LOCATION OF ALL SANITARY SEWER, SUMP AND WATER MAIN SERVICES. A TABLE DIMENSIONING DISTANCE FROM NEAREST PROPERTY CORNER TO EACH SERVICE

SHALL BE PROVIDED TO CITY ENGINEER PRIOR TO COUNCIL ACCEPTANCE OF PUBLIC IMPROVEMENTS. 12. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING TRAFFIC CONTROL IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. 13. HANDICAP RAMPS, IF ANY, FOR DESIGNATED BIKE TRAILS SHALL HAVE BRICK RED TRUNCATED DOMES; ALL OTHER HANDICAP RAMPS SHALL HAVE CHARCOAL GRAY TRUNCATED DOMES FOR DETECTABLE WARNINGS.

14. DEVELOPER SHALL BE RESPONSIBLE FOR REIMBURSING CITY OF POLK CITY FOR MATERIALS COSTS FOR ALL

15. DEVELOPER'S ENGINEER SHALL PROVIDE AS-BUILT MYLARS, CAD FILES IN ELECTRONIC FORMAT, AND PDF FILES OF FULL RECORD DRAWINGS TO CITY ENGINEER PRIOR TO ACCEPTANCE OF PUBLIC IMPROVEMENTS. RECORD DRAWINGS SHALL INCLUDE FLOW LINE ELEVATIONS OF ALL SWALES AT EACH PROPERTY LINE PER CITY CODE. 16. DEVELOPER'S SURVEYOR SHALL PROVIDE STATEMENT TO CITY ENGINEER CERTIFYING ALL PROPERTY CORNERS HAVE BEEN SET PRIOR TO COUNCIL ACCEPTANCE OF PUBLIC IMPROVEMENTS.

17. SOME LOTS ACCEPT DRAINAGE FROM ADJACENT PROPERTY. BUILDING ON THESE LOTS MUST TAKE INTO ACCOUNT 18. THE IO' WIDE RECREATIONAL TRAIL SHALL BE CONSTRUCTED AS A SITE PLAN IMPROVEMENT FOR OUTLOT 'Z',

FOLLOWING THE FUTURE PLATTING, UNLESS THE CITY DEEMS IT APPROPRIATE TO CONSTRUCT THE TRAIL THEMSELVES PRIOR TO APPROVAL OF THE SITE PLAN. 19. SIDEWALKS AND TRAILS WILL BE REQUIRED AS PART OF THE SITE PLAN APPROVAL.

PIPE MATERIALS - ALL EIGHT (8) INCH SANITARY SEWER SHALL BE PVC TRUSS PIPE WITH CLASS "F-3" BEDDING

#### PROVIDE SANITARY SEWER SERVICE RISERS AS REQUIRED.

3. CONTRACTOR SHALL INSTALL SEWER TAPE AT END OF EACH SANITARY SEWER SERVICE.

4. ALL INVERTS LOCATED AT ELEVTAION ABOVE CENTERLINE OF EXISTING THROUGH PIPE AND LESS THAN TWO (2) FEET ABOVE MANHOLE FLOOR SHALL HAVE A POURED-IN-PLACE SLOPED INVERT. 5. ALL MANHOLES WITHIN PAVEMENT SHALL HAVE TYPE 'B' ADJUSTABLE CASTINGS. ALL MANHOLES NOT WITHIN PAVEMENT SHALL HAVE TYPE 'A' NON-ADJUSTABLE CASTINGS.

ALL CASTINGS SHALL HAVE I/I BARRIERS.

CORE DRILL ALL CONNECTIONS TO EXISTING MANHOLES AND PROVIDE SLOPED INVERT 8. ALL FOUR (4) INCH AND SIX (6) INCH SANITARY SEWER SERVICES SHALL BE SDR 23.5 IN ACCORDANCE WITH URBAN STANDARD SPECIFICATIONS. ALL SERVICE LINES SHALL EXTEND 10 FEET BEYOND LOT LINES UNLESS NOTED

9. ALL SERVICES AND EIGHT (8) INCH STUB OUTS SHALL BE CAPPED.

IO. MANHOLE STEPS ARE REQUIRED IN ALL SANITARY SEWER MANHOLES.

II. MANHOLE COVERS SHALL HAVE RAISED DIAMOND ROUGHNESS PATTERN. 12. CONTRACTOR SHALL JET CLEAN AND VACUUM AND SECTION OF PIPE, FROM MANHOLE TO MANHOLE, WITH MUD OR DEBRIS MORE THAN ONE (I) INCH DEEP, ALONG WITH ANY DOWNSTREAM SEGMENTS, AS REQUIRED DUE TO THIS

13. CONTRACTOR SHALL TELEVISE EVERY SANITARY SEWER LINE AND PROVIDE COPT OF VIDEO FILE IN DIGITAL FORMAT TO SNYDER & ASSOCIATES. USING 500 GALLON TANK AND GARDEN HOSE, CONTRATOR SHALL GRAVITY FLOW WATER DOWN PIPE JUST PRIOR TO TELEVISING SO DIPS AND SAGS CAN BE IDENTIFIED. CITY SHALL NOTIFY CONTRACTOR OF ANY NECESSARY REPAIRS AND/OR CLEANING REQUIRED PRIOR TO COMMENCING PAVING. SEGMENTS SHALL THEN BE RE-TELEVISED TO DEMONSTRATE PIPES ARE CLEAN. REPAIRS, IF NECESSARY, AND RE-TELEVISING SHALL BE AT CONTRACTOR'S EXPENSE.

14. CONTRACTOR SHALL SWEEP ALL JOINTS TO REMOVE ROCKS AND DEBRIS FROM ENDS OF PIPE PRIOR TO MAKING JOINT CONNECTION. REPAIRS, IF NECESSARY, DUE TO ROCKS AND/OR DEBRIS IN JOINT(S) SHALL BE AT CONTRCTOR'S

15. SAGS IN PIPE SHALL NOT EXCEED TOLERANCES AS SPECIFIED BY S.U.D.A.S. REPAIRS, IF NECESSARY, AND RE-TELEVISING SHALL BE AT CONTRACTOR'S EXPENSE.

16. THE CONTRACTOR WILL BR REQUIRED TO RETEST EXISTING SANITARY SEWER TO NEAREST MANHOLE FOLLOWING

#### STORM SEWER NOTES:

PIPE MATERIALS SHALL BE CLASS III REINFORCED CONCRETE PIPE (RCP)

ADDITIONAL RIP-RAP MAY BE REQUIRED AT ANY F.E.S. BASED UPON FIELD REVIEW BY CITY OF POLK CITY. PROVIDE SUBDRAIN BEHIND BACK OF CURB ON PUBLIC STREETS AS REQUIRED BASED ON SUBSURFACE MOISTURE CONDITIONS. ANY SUBDRAIN CROSSING UNDER PAVEMENT SHALL BE RCP PIPE. 4. ALL CURB INTAKES SHALL HAVE TYPE 'R' VANE GRATES.

5. ALL INTAKES SHALL BE POURED-IN-PLACE CONCRETE OR PRECAST CONCRETE.

6. ALL 12-INCH AND LARGER STORM SEWERS SHALL BE RCP.

7. EIGHT (8) INCH FOOTING DRAINS TO BE PVC, SDR 35. 8. FOOTING DRAIN SERVICES TO BE FOUR (4) INCH PVC, SDR 35. EXTEND SERVICES IO FEET INSIDE LOT UNLESS NOTED

9. ALL INTAKES SHALL BE LOCATED MINIMUM OF SEVEN AND ONE-HALF (7.5) FEET FROM END OF RETURN. IO. CORE DRILL ALL CONNECTIONS TO EXISTING STRUCTURES.

CONTRACTOR SHALL PROVIDE MINIMUM THREE AND ONE-HALF (3.5) FEET COVER ON ALL STORM SEWER, INCLUDING 12. INSTALL CONTINUOUS PERFORATED SUBDRAIN IN LOCATIONS SHOWN ON PLANS.

13. ALL SUBDRAIN, SIX (6) INCHES OR SMALLER, SHALL HAVE CRITTER GUARDS.

14. ALL CLEAN-OUTS SHALL BE SET IN A 12"x12" CONCRETE PAD.

15. FLARED END SECTIONS AND LAST THREE (3) PIPE SECTIONS MUST BE TIED. ALL FLARED END SECTIONS SHALL HAVE 48-INCH FOOTINGS AND APRON GUARDS.

16. CONTRACTOR SHALL TELEVISE EVERY STORM SEWER LINE AND PROVIDE COPY OF VIDEO IN DIGITAL FORMAT TO SNYDER & ASSOCIATES. USING 500 GALLON TANK AND GARDEN HOSE, CONTRACTOR SHALL GRAVITY FLOW WATER DOWN PIPE JUST PRIOR TO TELEVISING SO DIPS AND SAGS CAN BE IDENTIFIED. CITY SHALL NOTIFY CONTRACTOR OF ANY NECESSARY REPAIRS AND/OR CLEANING REQUIRED PRIOR TO COMMENCING PAVING. SEGMENTS SHALL BE RE-TELEVISED TO DEMONSTRATE PIPES ARE CLEAN. REPAIRS, IF NECESSARY, AND RE-TELEVISING SHALL BE AT CONTRACTOR'S EXPENSE.

#### WATER MAIN NOTES:

PIPE MATERIALS SHALL BE AWWA C900, CLASS 150 PVC. INSTALL #IOthhn STANDARD COPPER TRACER WIRE UNDER PIPE. BRING TRACER WIRE TO SURFACE AT HYDRANTS,

FERMINATING IN RECEPTICLE BOX. 3. CONNECT NEW TRACER TO EXISTING USING APPROVED SPLICE KIT AND PROVIDE GROUND ROD AT END OF TRACER WIRE FOR LOCATION AND EXTENSION IN FUTURE. CITY WILL TEST TRACER WIRE PRIOR TO ACCEPTANCE OF PLAT AND

REPAIRS, IF ANY, SHALL BE AT CONTRACTOR'S EXPENSE. 4. HYDRANTS SHALL BE SET THREE AND ONE-HALF (3.5) FEET FROM WATER MAIN.

5. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL VERIFY FIRE HYDRANTS WILL NOT CONFLICT WITH SIDEWLK

HYDRANTS, MANHOLE COVERS AND VALVE BOXES SHALL BE SET TO CONFORM TO FINISHED PAVEMENT ELEVATIONS. HYDRANTS TO BE WATROUS PRODUCTS, OPEN LEFT, PAINTED YELLOW. ALL VALVES SHALL BE RESILIENT WEDGE GATE VALVES.

#### 9. SERVICES TO BE ONE (1) INCH COPPER.

IO. RISER RODS ARE REQUIRED AT ALL CURB STOPS. II. STOP BOXES FOR ONE (1) INCH THROUGH TWO (2) INCH WATER SERVICE LINES SHALL INCLUDE STAINLESS STEEL SELF-CENTERING ROD WITH STAINLESS STEEL COTTER PIN WITHIN STOP BOX HOUSING. ALL STOP BOX INSTALLATIONS SHALL BE COMPLETED IN SUCH MANNER THAT LID IS ALLOWED TO RAISE WITH FROST AND LOWER IF DRIVEN OVER WITHOUT DAMAGE TO CURB VALVE. FINISH GRADE OF LID SHALL BE LEVEL WITH SURROUNDING SURFACE AND DOES NOT REPRESENT HAZARD TO PUBLIC.

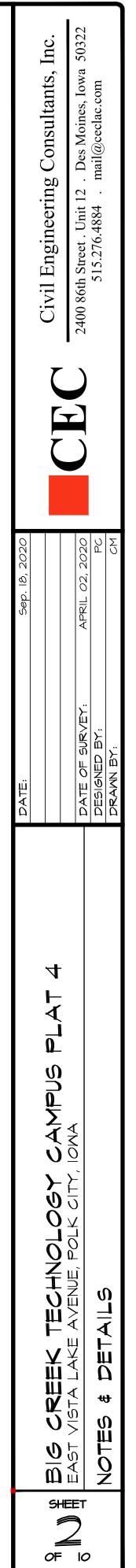
12. WATER MAIN TO HAVE FIVE AND ONE-HALF (5.5) FEET BURY TYPICAL EXCEPT AT CRITICAL CROSSINGS. 13. ALL VALVES SHALL HAVE VALVE BOX ADAPTER INSTALLED TO MAINTAIN ALIGNMENT.

14. CONTRACTOR SHALL REMOVE CHAINS ON ALL HYDRANTS.

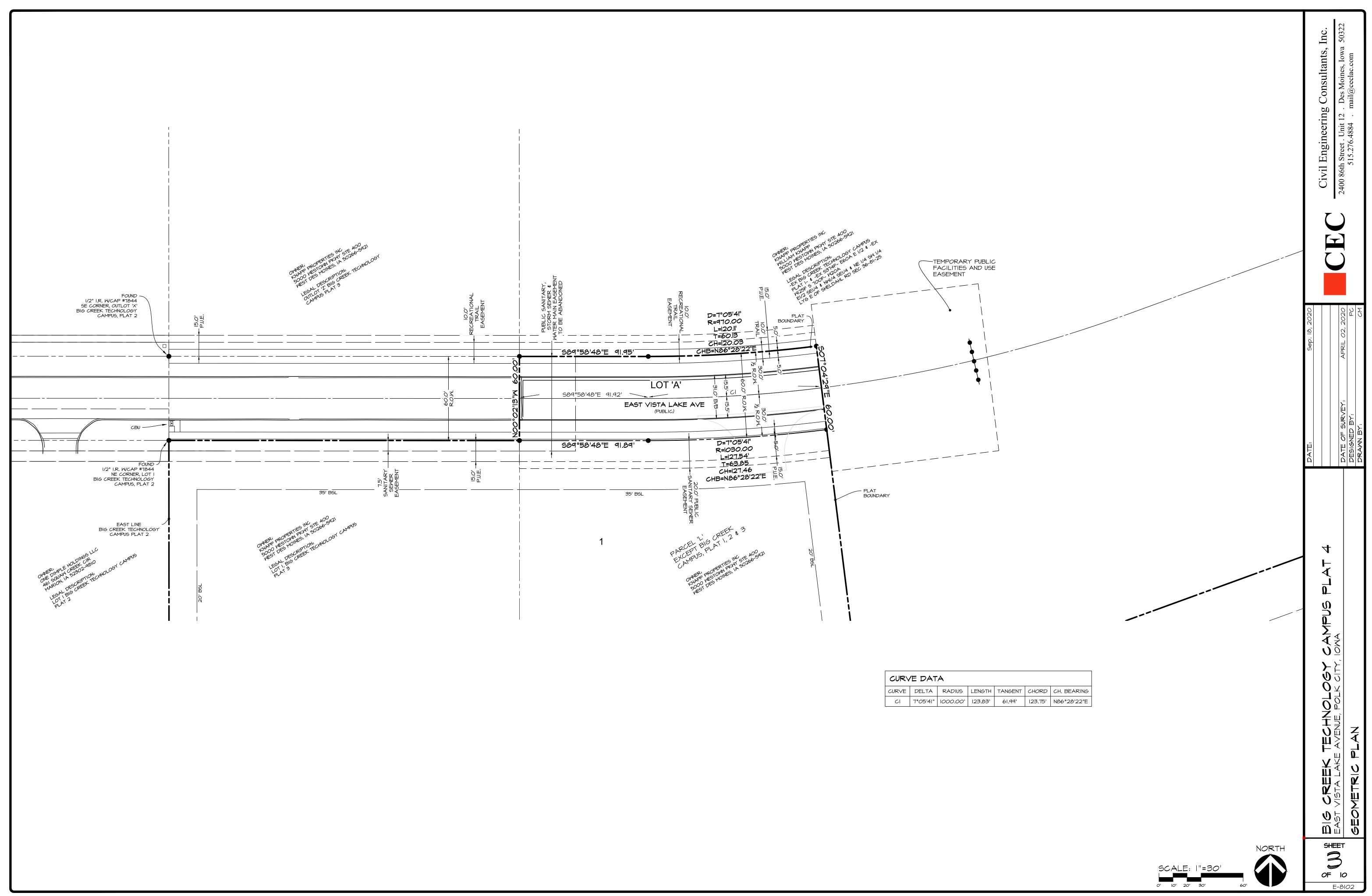
15. CONTRACTOR SHALL WORK WITH CITY OF POLK CITY WATER DEPARTMENT AND SNYDER & ASSOCIATES WHEN OPERATING EXISTING VALVES. WATER SHALL NOT BE TURNED ON WITHOUT PRIOR APPROVAL OF CITY OF POLK CITY. 16. WATER CAN NOT BE USED BY CONTRACTOR UNLESS IT IS PART OF PURIFICATION PROCESS OF NEW MAIN. WATER NEEDED FOR ANY REASON AFTER BACTERIA TESTING HAS BEEN COMPLETED AND PASSED WILL NEED PRIOR

APPROVAL FROM CITY OF POLK CITY. 17. PROVIDE TWO (2) INCH BLOW-OFF AT TERMINAL END OF EIGHT (8) INCH WATER LINE UNLESS HYDRANT HAS BEEN

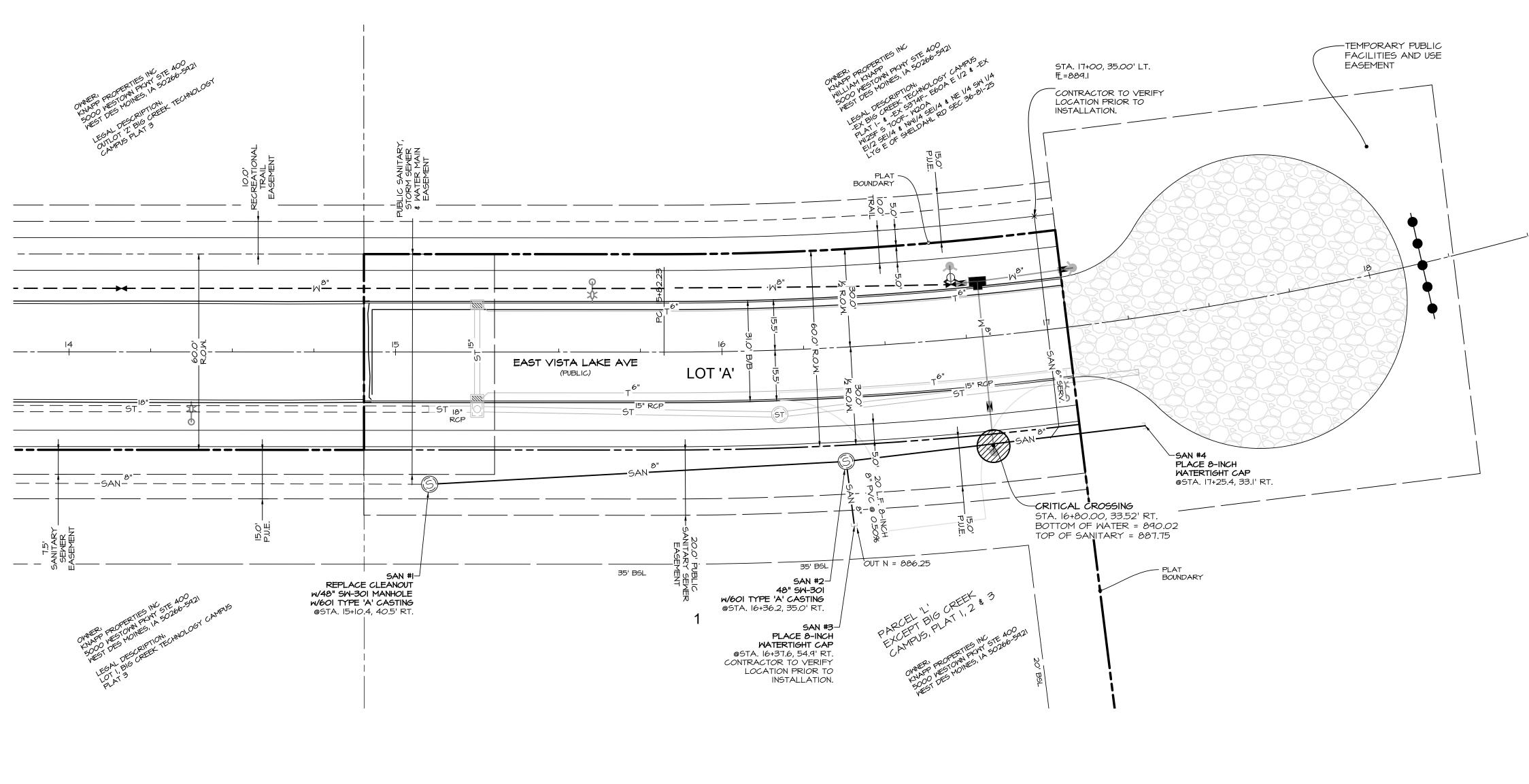
18. WATER MAINSHALL BE PRESSURE TESTED AND CHLORINATED, WITH SNYDER & ASSOCIATES PRESENT. RESULTS OF TEST SHALL BE PROVIDED TO PUBLIC WORKS. IF ANY TESTS DO NOT PASS, CONTRACTOR SHALL REIMBURSE CITY FOR COST OF WATER ASSOCIATED WITH RE-TESTING.

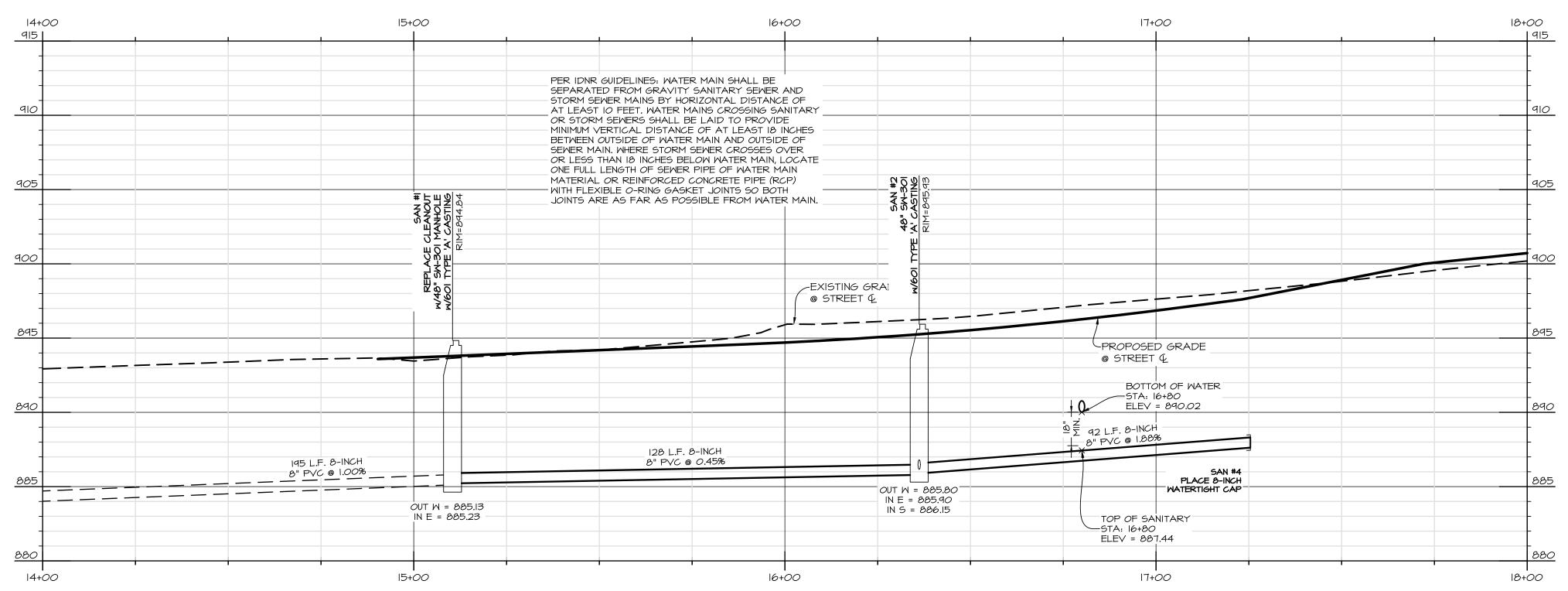


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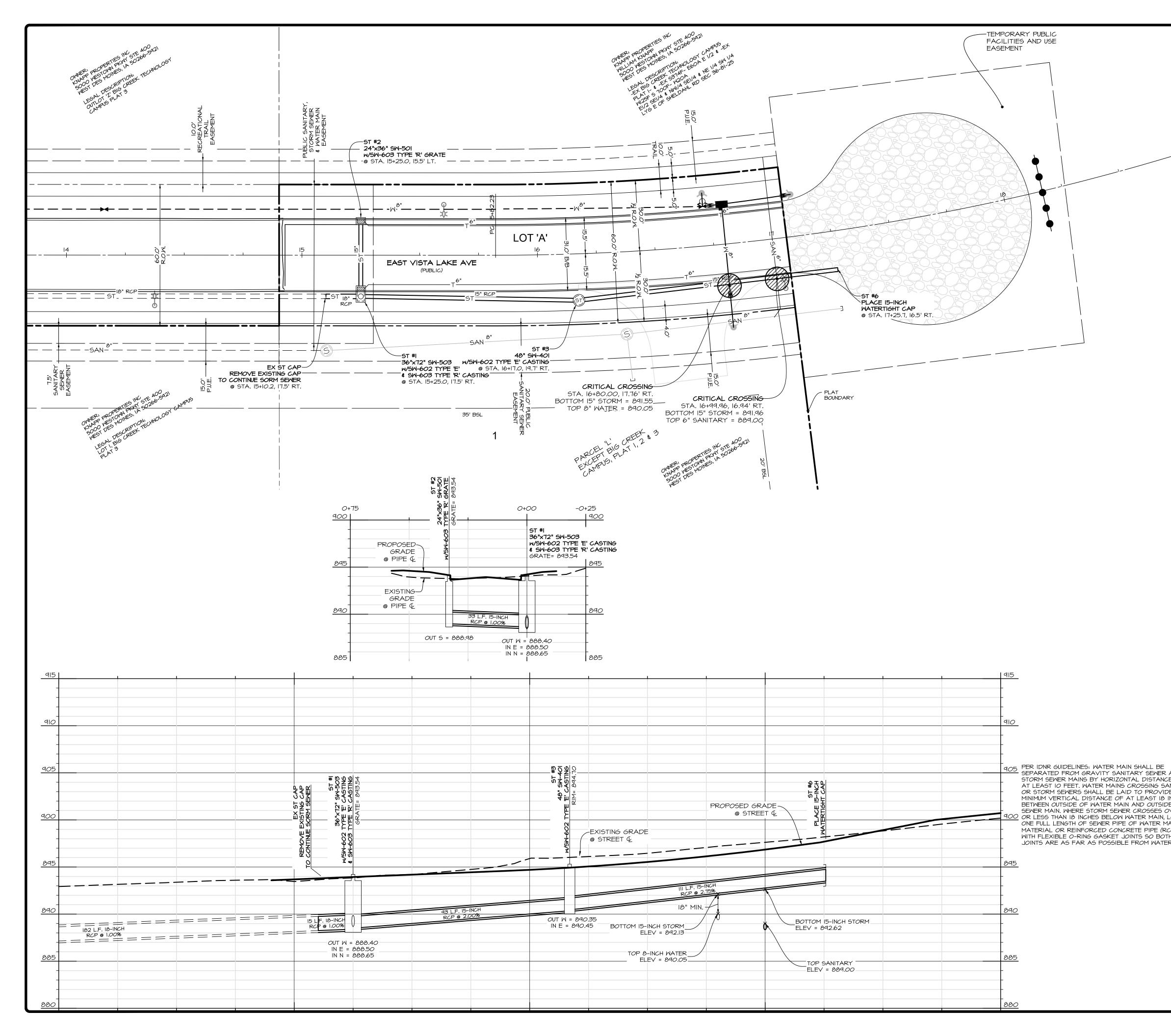


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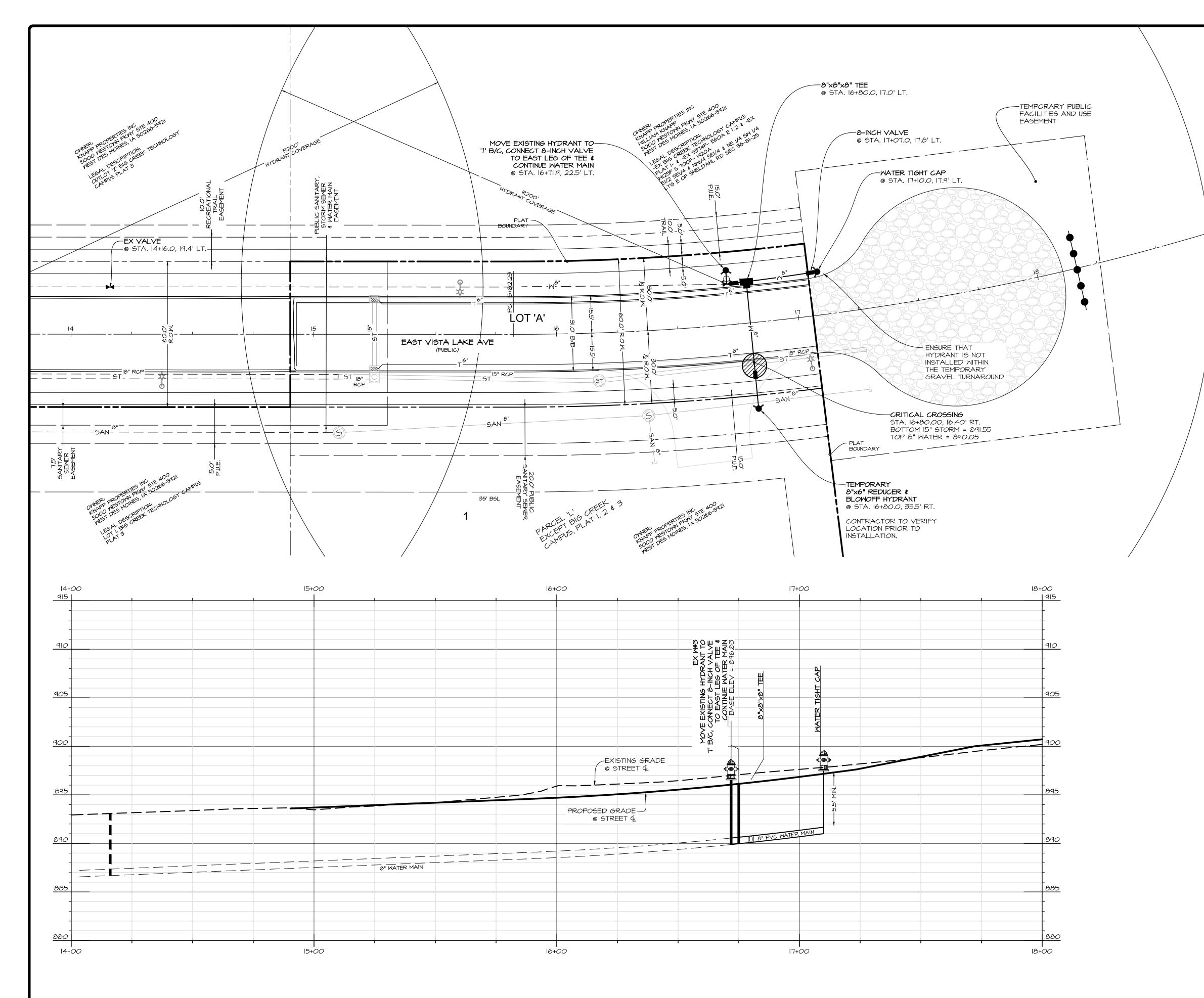




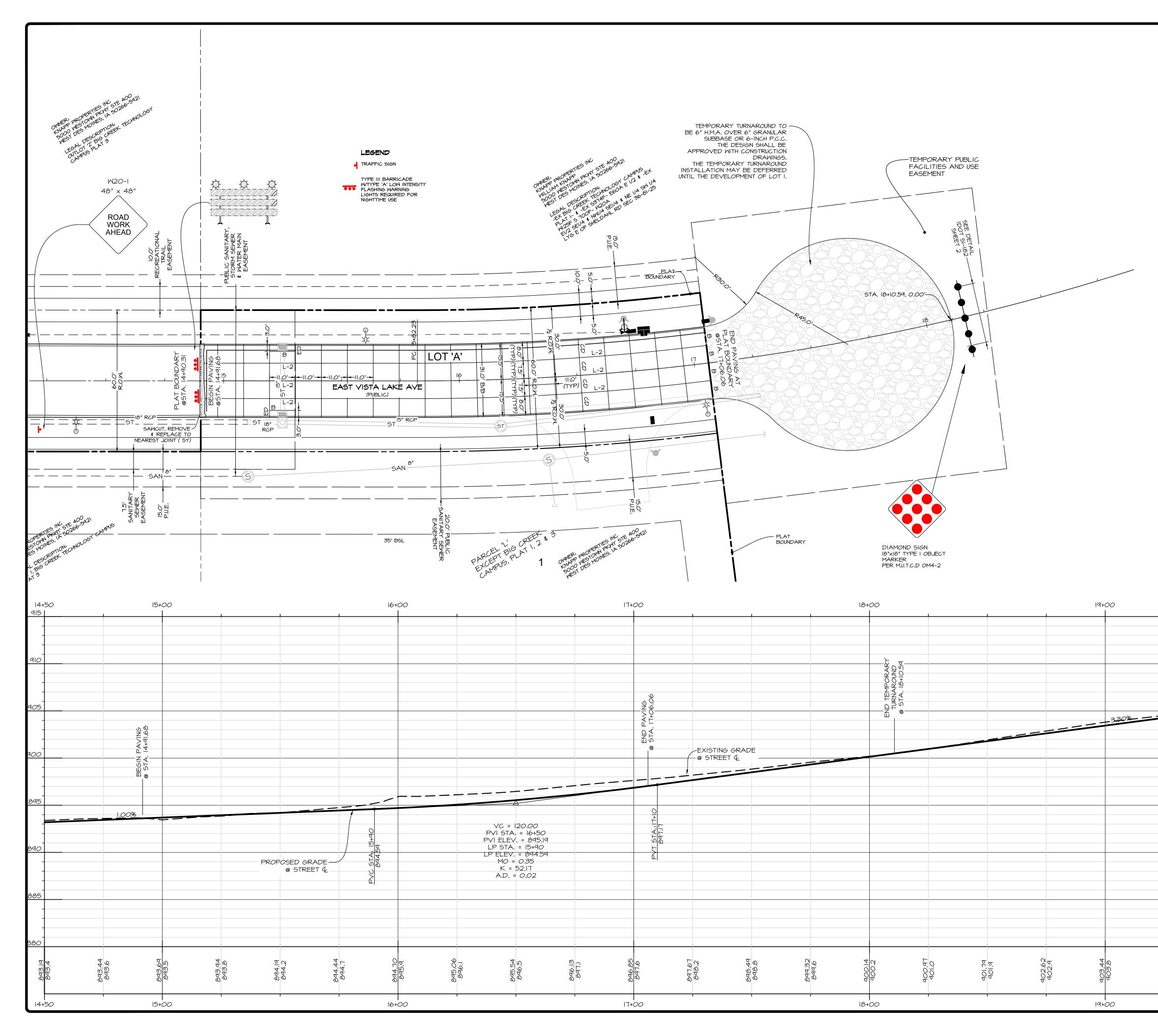
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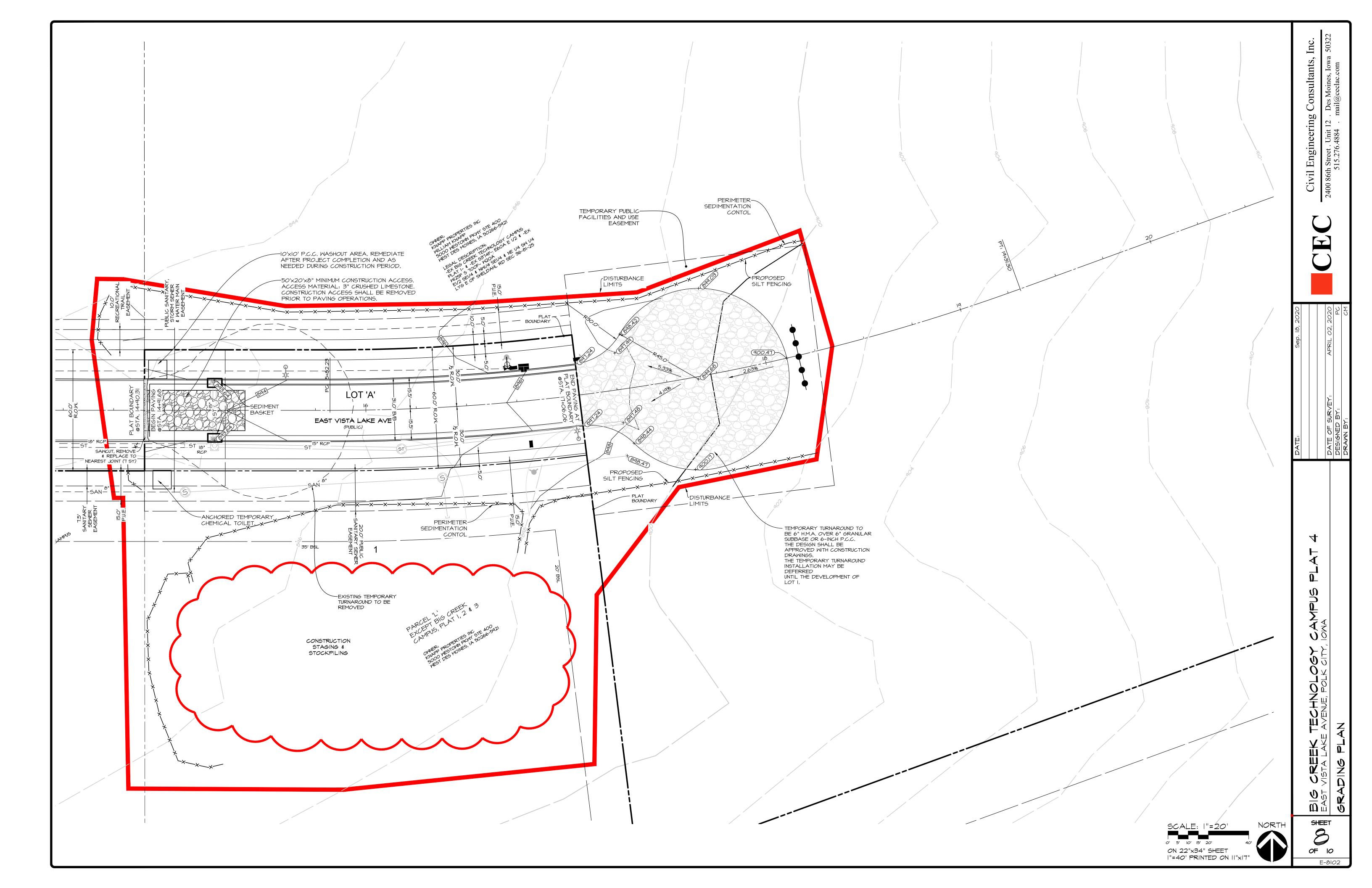
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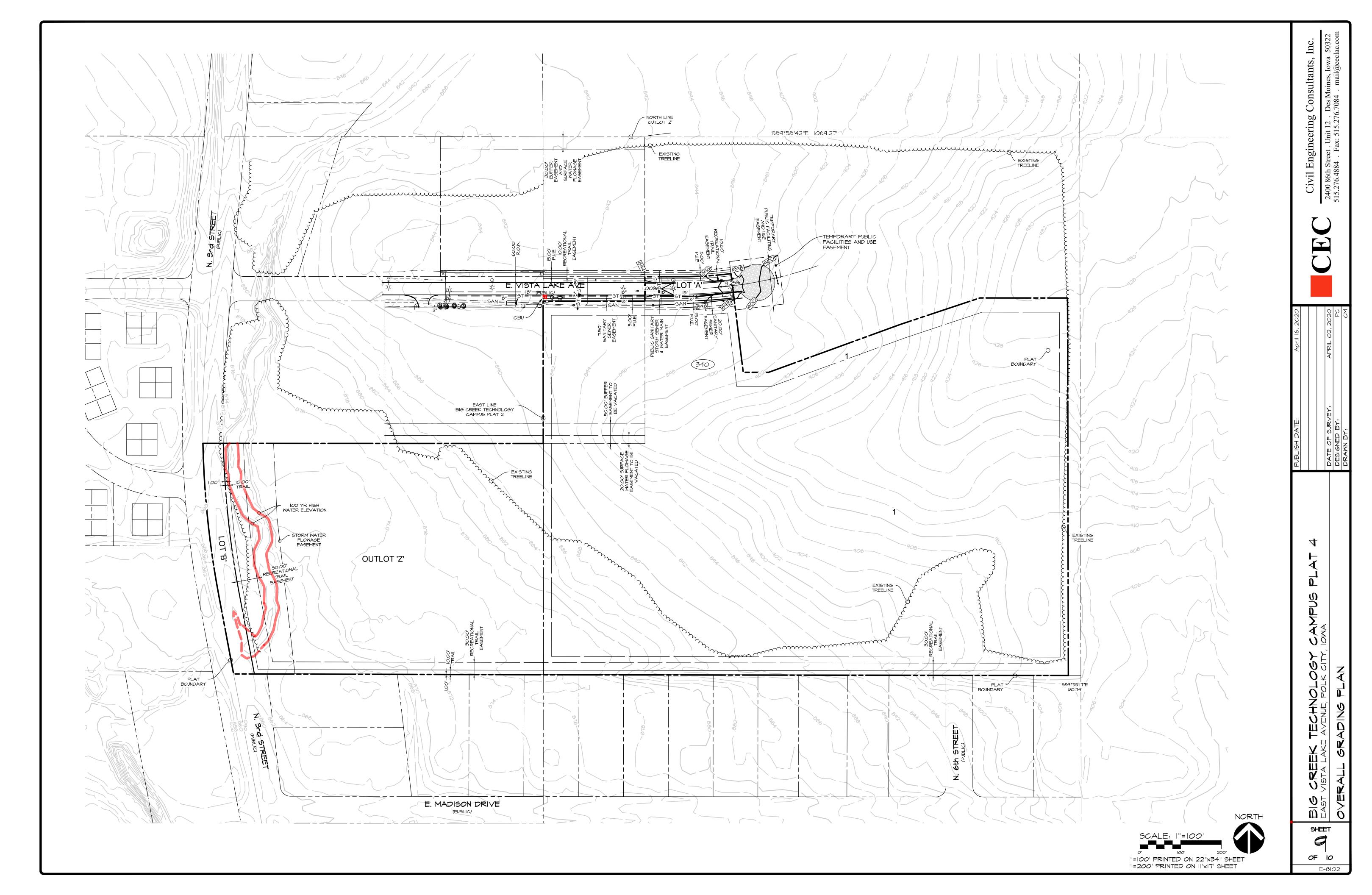


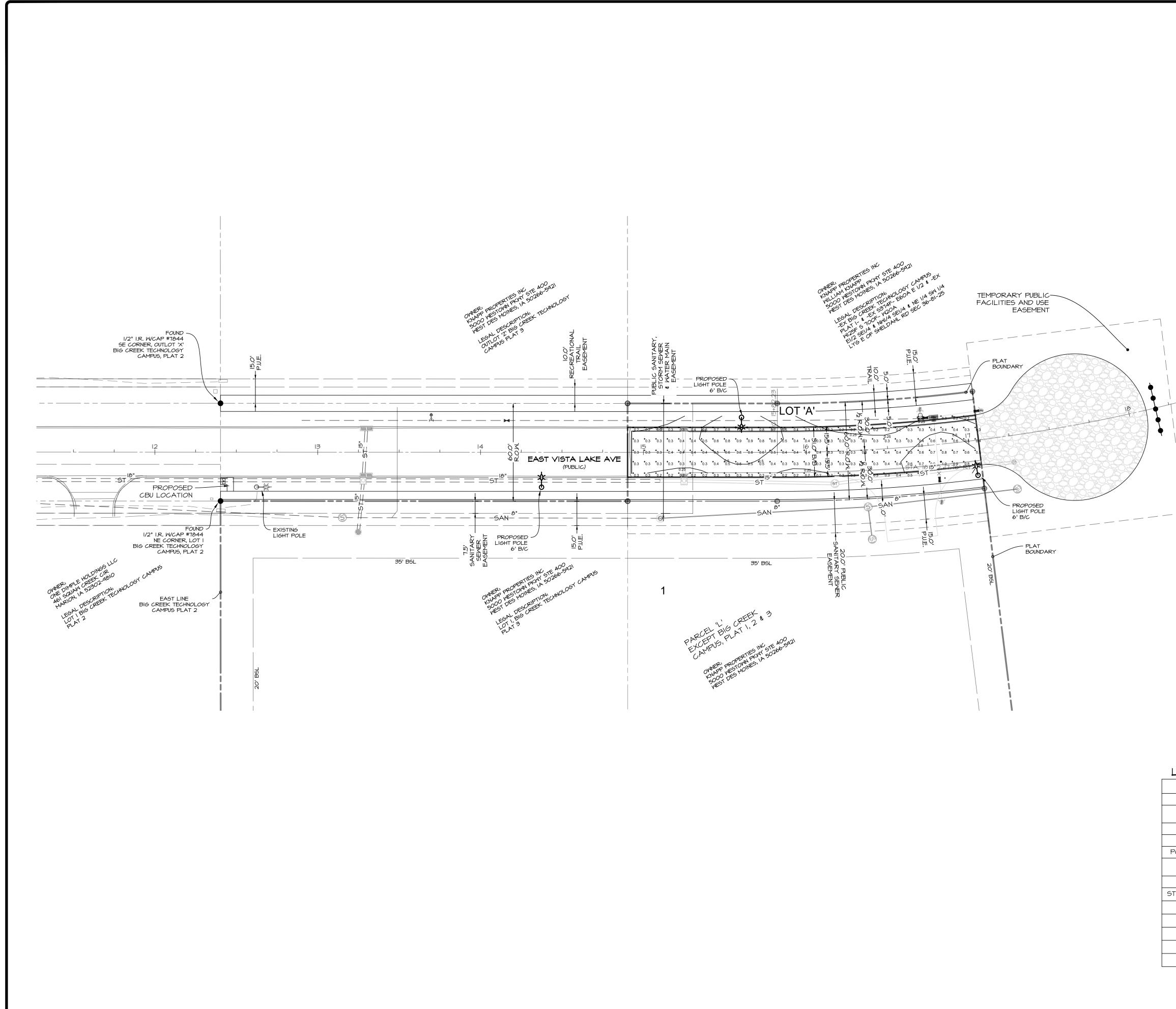
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## LOCAL STREETS

STREETLIGHT	INFORMATION
STREETLIGHT QUANTITY	3
STREETLIGHT TYPE	ATBO LED E53 R2
WATTAGE	35W LED
MAST LENGTH	6'
POLE HEIGHT/FIXTURE HEIGHT	28'/24.5'
STREETLIGHT SETBACK	3' TO 6' AS NECESSARY TO AVOID UTILITIES
SPACING	125'-140' TYP. STAGGERED
STREET WIDTH (CURB TO CURB)	31' ^B B
LIGHT LOSS FACTOR	0.81
UNIFORMITY	2.0
MAX. LEVELS	1.0 fc
MIN. LEVELS	0.2 fc
AVE. LEVELS	0.4 fc

SCALE: |"=30'

E-8102

#### **RESOLUTION NO. 2020-111**

#### A RESOLUTION APPROVING THE CONSTRUCTION DRAWINGS FOR PUBLIC IMPROVEMENTS FOR BIG CREEK TECHNOLOGY CAMPUS PLAT 4

WHEREAS, Civil Engineering Consultants, on behalf of Knapp Properties, has submitted the Construction Drawings for Public Improvements associated with Big Creek Technology Campus Plat 4, including but not limited to grading, street paving, assessable sidewalk ramps along with associated storm sewers, sanitary sewers, water main and services; and

WHEREAS, the improvements also include construction of service stubs to serve the future North Polk Intermediate School site; and

WHEREAS, said Construction Drawings appear to be in general conformance with Polk City's Subdivision Regulations, SUDAS and the approved Preliminary Plat for Big Creek Technology Campus Plat 4; and

**WHEREAS**, it shall be the Developer's responsibility to obtain approval for all necessary permits including the Iowa DNR permits for water main and sanitary sewer construction, and the NPDES Storm Water Discharge permit; and

**WHEREAS**, the Developer's Engineer remains solely responsible for their design and ensuring it is fully compliant with all applicable code requirements and permits; and

WHEREAS, the Developer's Engineer is also responsible for construction staking and ensuring all locations, grades and slopes are in conformance with said standards; and

WHEREAS, the City Engineer has reviewed said Construction Drawings for Public Improvements and recommended approval of same.

**NOW, THEREFORE, BE IT RESOLVED,** the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the City Engineer and do hereby approve the Construction Drawings for Public Improvements for Big Creek Technology Campus Plat 4.

**PASSED AND APPROVED** the 28th day September 2020.

ATTEST:

Jason Morse, Mayor

Jenny Gibbons, City Clerk



CENEDAL INFORMATION.

#### FINAL PLAT REVIEW

Date:September 23, 2020Project:Big Creek Technology Campus Plat 4

Compiled by: Kathleen Connor, Planner Project No.: 119.0437.01

<u>GENERAL INF</u>	<u>CRMATION:</u>	R-1
Applicant:	William C. Knapp, L.C.	E. VISTA LAKE AVENUE
Property Owner:	William C. Knapp, L.C.	
Requested Action:	Approval of Final Plat	C-2 R-3 • R-2
Location	South and East of BCTC Plats 1, 2, and 3	
Size:	38.82 acres	PUD E. MADISON DRIVE SITE
Zoning:	R-1, R-2, R-3, C-2 and M-1	
Proposed Use:	1 large lot for school and 1 large outlot	E. NORTHSIDE DRIVE

#### **PROJECT DESCRIPTION:**

This Final Plat includes one 26-acre lot for development purposes and one 9.87-acre large outlot for future development. The property is currently being rezoned to R-1.

The lots are of sufficient size to exceed the minimum requirements of all current zoning districts, including the proposed R-1 district. Setbacks for Lot 1 will be established at a 35' front yard, 20' side yard, and 45' rear yard which meets the requirements for non-residential structures in the R-1 zoning district and exceeds the current R-2, R-3, and M-1 setback requirements. Setbacks for Outlot Z will be established when the property is re-platted as a developable lot.

The Final Plat stipulates that a Buffer Easement along the south side of Lot 1 and Outlot Z shall be recorded prior to approval of a Site Plan or issuance of a Building Permit for the respective lot based on the most restrictive zoning on said lot at the time of further development. However, no buffer easement shall be required if the entire lot or outlot is zoned R-1.

The public improvements associated with this plat include the extension of E. Vista Lake Avenue, including the extension of water main, sanitary sewers, storm sewers and street lighting. Detention for both parcels and conveyance of Lot 1 discharge to a natural drainageway be provided at the time of Site Plan approval for the respective parcel.

The developer is aware that access locations to the proposed building have not been provided for review or approval at this time. Access will need to be designed to accommodate drop-off and pick-up lanes,

BCTC Plat 4 Final Plat September 23, 2020 Page 2 of 3

visitor parking, and employee parking and approved by the City Engineer based on a traffic impact study at the time of site plan review.

**ISSUES:** The following issues have been identified by staff to be addressed in conjunction with City Council approval of the Final Plat:

- A. 3rd Street Recreational Trail & E. Vista Lake Avenue Sidewalks. Per Chapter 170.24, a Sidewalk Bond is required prior to Final Plat approval for 4' sidewalks along N. 3rd Street and E. Vista Lake Avenue. Staff recommends this requirement be waived for Lot 1 since a sidewalk will be paved along E. Vista Lake Avenue as a site plan improvement. Since the City plans to construct a 10' trail along N. 3rd Street in 2023-24, an agreement could be developed covering the owner of Outlot Z's responsibility for a share of the cost of the trail; alternatively Council could waive the sidewalk bond for Outlot Z.
- B. *Public Improvements.* The Traffic Impact Study prepared for the planned use of Lot 1 of this plat recommends improvements be made to existing public streets, along with a timeline for said improvement improvements to accommodate proposed traffic related to the school as well as traffic from future residential growth to the east.

#### FINAL PLAT REVIEW COMMENTS:

- A. Final Plat. Pursuant to the review of Submittal #7, we offer the following:
  - 1. Provide a detailed cost opinion or construction contract for the extension of E. Vista Lake Avenue, including all public improvements as the basis for the Subdivision Bond amount.
  - 2. Provide a signed pdf copy of the Storm Water Management Plan and all easement exhibits prior to the Final Plat moving forward to Council for approval.
- B. Legal Documents. Prior to City Council consideration of this Final Plat, all legal documents, shall be reviewed and approved by the City Attorney prior to this item being placed on the Council agenda. These documents include:
  - 1. *Easement documents* for all public and private easements shown on the Final Plat, revised per the City Attorney's comments:
    - a. Sanitary Sewer Easement (on-site)
    - b. Storm Water Flowage Easement (on-site)
    - c. Recreational Trail Easement (on-site)
    - d. Public Utility Easement (on-site)
    - e. 10' Recreational Trail Easement (off-site, with Easement Plat attached)
    - f. 15' Public Utility Easement (off-site, with Easement Plat attached)
    - g. Temporary Public Facilities and Use Easement (off-site, with Easement Plat attached)
  - 2. *Streetlights and Electrical Distribution*. Provide a pdf copy of the contract with Midland Cooperative, signed by the developer, for the installation of same; along with the provider(s) layout plan based on the approved streetlight design. CEC shall be required to stake the

location of all streetlights, transformers, and similar equipment to ensure their locations are not within the 10' wide recreational easement.

- 3. *Sidewalk Bond.* Provide a bond covering 691 LF of 4' wide sidewalk along E. Vista Lake Avenue (in front of Lot 1) and 573 LF of 4' wide sidewalk along N. 3rd Street (in front of Outlot Z), to be constructed within 3 years following final plat approval unless this requirement is waived by Council or otherwise addressed by agreement.
- 4. *Agreement*, if any, regarding the developer's responsibility for a portion of the public improvements recommended by the Traffic Impact Study for North Polk Intermediate School.
- 5. *Platting legal documents* including Title Opinion, Consent to Plat, and Certificate of Treasurer.
- 6. *Warrantee Deed* for Lots A and B (Street) along with Groundwater Hazard Statement.
- 7. *Subdivision Bond* covering the construction of the public improvements, including quantities and units costs of all construction items.
- C. **Public Improvements Construction.** The developer is requesting approval of the Final Plat prior to commencing construction on the public improvements in order to close on the sale of property within this plat. The developer or his contractors will need to provide a Subdivision Performance Bond in an amount equal to 100% of the cost of construction prior to this item, including quantities and unit prices for all construction items. Prior to acceptance, construction will need to be completed and all punch list items will need to be addressed. The developer's contractors will need to provide four-year Maintenance bonds for the public improvements and the developer's engineer will need to provide as-built Record Drawings prior to Council acceptance.

No Certificates of Occupancy will be issued for any lot within this plat until the public improvements are accepted.

#### **RECOMMENDATION:**

P&Z and staff recommend approval of the Final Plat for Big Creek Technology Campus Plat 4 subject to:

- 1. All legal documents; including bonds, easements, and agreements; being provided for review and approval by the City Attorney prior this item being placed on the Council agenda.
- 2. Prior City Council approval of the Preliminary Plat and Construction Drawings for Big Creek Technology Campus Plat 4.
- 3. Council approval of the vacation of existing Buffer Easement and Surface Water Flowage Easement on Lot 1 of Big Creek Technology Campus Plat 3 prior to Final Plat approval.
- 4. No temporary or permanent Certificate of Occupancy shall be issued for Lot 1 until the public improvements have been accepted by City Council.
- 5. Payment in full of all fees to the City Clerk.

#### **RESOLUTION NO. 2020-112**

#### A RESOLUTION APPROVING THE FINAL PLAT FOR BIG CREEK TECHNOLOGY CAMPUS PLAT 4

WHEREAS, Knapp Properties has submitted a Final Plat for Big Creek Technology Campus Plat 4; and

WHEREAS, on May 18, 2020, the Polk City Planning and Zoning Commission met and recommended approval of the Final Plat for Big Creek Technology Campus Plat 4, subject to completion of the City Engineer's review comments and recommendations being satisfactorily addressed; and

WHEREAS, the City Engineer and City Attorney have reviewed the Final Plat and all necessary legal documents including warranty deed, agreements, and easements and finds that all review comments have been satisfactorily addressed and therefore recommends approval of said Final Plat subject to no issuance of temporary or permanent Certificate of Occupancy for Lot 1 until the public improvements have been accepted by City Council.

**NOW, THEREFORE, BE IT RESOLVED,** the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the Planning and Zoning Commission and the City Engineer and deems it appropriate to approve the Final Plat, including Agreements, Easements and Warranty Deed for Big Creek Technology Campus Plat 4 subject to no issuance of temporary or permanent Certificate of Occupancy for Lot 1 until the public improvements have been accepted by City Council.

**PASSED AND APPROVED** the 28th day September 2020.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk



#### BIG CREEK TECHNOLOGY CAMPUS PLAT 4 CLOSURE TABLE

North: 649622.4675' East: 1584572.8085'

Seqment #1 : Line Course: N69°36'41.19"E Length: 332.87' North: 649738.4344' East: 1584884.8248'

Seqment #2 : Line Course: 589°58'47.68"E Length: 191.15' North: 649738.3674' East: 1585075.9747'

Seqment #3 : Line Course: SOO°07'18.81"E Length: 927.90' North: 648810.4695' East: 1585077.9488'

Seqment #4 : Line Course: N89°55'16.57"W Length: 1242.17' North: 648812.1763' East: 1583835.7799'

Seqment #5 : Line Course: N89°50'29"W Length: 761.70' North: 648814.2850' East: 1583074.0829'

Seqment #6 : Line Course: NIO°40'57.42"W Length: 195.57' North: 649006.4655' East: 1583037.8303'

Seqment #7 : Curve Lenath: 376.97' Radius: 2292.00' Delta: 009°25'25" Tangent: 188.91' Chord: 376.54' Course: NO5°58'15.03"W Course In: N79°19'02.58"E Course Out: S88°44'27.36"W RP North: 649431.3301' East: 1585290.1079' End North: 649380.9628' East: 1582998.6618

Segment #8 : Line Course: 589°58'47.68"E Length: 836.65' North: 649380.6695' East: 1583835.3117'

Segment #9 : Line Course: NOO°02'12.61"W Length: 350.17' North: 649730.8394' East: 1583835.0866'

Segment #10 : Line Course: 589°58'47.68"E Length: 250.00' North: 649730.7517' East: 1584085.0866

Segment #11 : Line Course: NOO°02'12.61"W Length: 60.00' North: 649790.7517' East: 1584085.0480'

Seqment #12 : Line Course: 589°58'47.64"E Length: 91.95' North: 649790.7195' East: 1584176.9980'

Segment #13 : Curve Lenath: 330.55' Radius: 970.00' Delta: 019°31'29" Tangent: 166.89' Chord: 328.95' Course: N80°15'27.92"E Course In: NOO°OI'12.31"E Course Out: SI9°30'16.48"E RP North: 650760.7194' East: 1584177.3381'

End North: 649846.3831' East: 1584501.2042' Segment #14 : Line Course: SI7°43'56.13"E Length: 235.09' North: 649622.4622' East: 1584572.8054'

Perimeter: 6182.75' Area: 1616994.67 Sa. Ft. Error Closure: 0.0062 Course: 530°16'27.86"W

-0.00534 East: -0.00312

Precision 1: 996888.71

Error North:

## NOTES

- LOT 'A' AND LOT 'B' SHALL BE CONVEYED TO THE CITY FOR ROADWAY PURPOSES. STORM WATER DETENTION AND DRAINAGE FACILITIES FOR EACH PARCEL SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER AT THE TIME LOT I AND OUTLOT 'Z' IS FURTHER DEVELOPED.
- STREET TREES SHALL BE PROVIDED ALONG THE DEVELOPED LOTS AS EACH LOT IS BUILT SPACED NO MORE THAN 60 FEET APART. THESE TREES SHALL BE PLACED IN THE FRONT 20 FEET OF EACH LOT IMMEDIATELY ADJACENT TO E. VISTA LAKE AVENUE RIGHT-OF-WAY. TREE SPECIES SHALL BE RED MAPLE AND/OR HARVEST GOLD LINDEN. SUBSTITUTION OF ANY VARIETY SHALL REQUIRE THE APPROVAL OF THE OWNER/DEVELOPER.
- LOT I SHALL BE SERVED BY A CLUSTER MAILBOX UNLESS OTHERWISE APPROVED BY THE PUBLIC WORKS DIRECTOR. TYPE 'C' BUFFER PLANTINGS WILL BE INSTALLED WITH THE SITE PLAN FOR LOT I.
- 6. ALL SETBACKS SHALL CONFORM TO THE REQUIREMENTS OF THE APPLICABLE ZONING DISTRICT(S) AT THE TIME OF FURTHER DEVELOPMENT.
- A BUFFER EASEMENT ALONG THE SOUTH SIDE OF LOT I AND OUTLOT 'Z' SHALL BE RECORDED PRIOR TO APPROVAL OF A SITE PLAN OR ISSUANCE OF A BUILDING PERMIT FOR THE RESPECTIVE LOT BASED ON THE MOST RESTRICTIVE ZONING ON SAID LOT AT THE TIME OF FURTHER DEVELOPMENT. NO BUFFER EASEMENT SHALL BE REQUIRED IF THE ENTIRE LOT OR OUTLOT IS ZONED R-I.
- OUTLOT 'Z' SHALL BE RE-PLATTED IN CONFORMANCE WITH POLK CITY CODE PRIOR TO FURTHER DEVELOPMENT, INCLUDING BUT NOT LIMITED TO APPROVAL OF A SITE PLAN OR ISSUANCE OF A BUILDING PERMIT. ACCESS AND UTILITIES TO SERVE OUTLOT 'Z' WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER AT THE TIME OF FURTHER DEVEL OPMENT
- OVERSTORY TREES SHALL BE PLANTED AT 40 FEET ON CENTER ALONG E. VISTA LAKE AVENUE IN CONJUNCTION WITH THE SITE PLAN FOR LOT I. OVERSTORY TREES SHALL BE SELECTED FROM POLK CITY'S APPROVED TREE LIST IO. AN OVERLAND FLOWAGE EASEMENT AND/OR A STORM SEWER EASEMENT SHALL BE
- PROVIDED ACROSS OUTLOT 'Z' AT THE TIME OF SITE PLAN APPROVAL FOR LOT I OF BIG CREEK TECHNOLOGY CAMPUS PLAT 4 AND RECORDED PRIOR TO ISSUANCE OF BUILDING PERMIT ON SAID LOT I.
- II. CITY MAY REQUIRE THE WATER LINE TO BE CONNECTED TO THE EXISTING PUBLIC WATER MAIN ON E. MADISON DRIVE AS A SITE PLAN IMPROVEMENT FOR LOT I. 12. LOT I SHALL BE SERVED BY A CLUSTER MAILBOX.

#### UTILITIES POLK CITY PUBLIC WORKS

ADDRESS: 301 E NORTHSIDE DR, POLK CITY, IA 50226 PHONE: (515) 984-9280

SANITARY SEWER - CITY OF POLK CITY STORM SEWER - CITY OF POLK CITY - CITY OF POLK CITY WATER NATURAL GAS UTILITY

MID AMERICAN ENERGY 666 GRAND AVENUE DES MOINES, IA 50309 CONTACT: JIM KEISLAR PHONE: 515-252-6472

ELECTRIC MIDAMERICAN ENERGY CORPORATION SARA LULOW PHONE: (515)281-2291 EMAIL: SLULOW@MIDAMERICAN.COM

MIDLAND POWER COOPERATIVE NORM FANDEL 1005 E. LINCOLN WAY

JEFFERSON, IA 50129 515-386-4111 N.FANDEL@MIDLANDPOWER.COOP

#### TELEPHONE

CENTURY LINK 2103 E UNIVERSITY DES MOINES, IA 50317 CONTACT: DAVE HARRIS PHONE: 303-263-7250

BUILDING DEPARTMENT II2 3RD STREET PO BOX 426 POLK CITY, IA 50226 PHONE: 515-984-6233 FAX: 515-984-6177 SUPPORT@POLKCITYIA.GOV

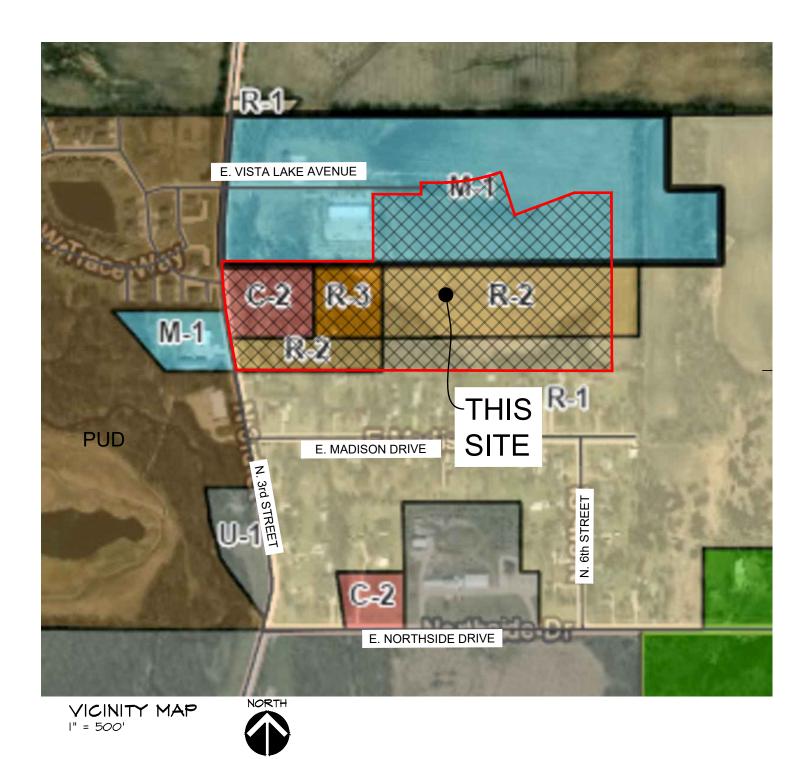
#### HEALTH DEPARTMENT

POLK COUNTY PUBLIC HEALTH DEPARTMENT ADDRESS: 1907 CARPENTER AVE, DES MOINES, IA 50314 PHONE: (515) 286-3798 TOLL FREE: 866-209-1300 EMAIL: HEALTHDEPT@POLKCOUNTYIOWA.GOV

FIRE DEPARTMENT II2 3RD STREET PO BOX 426 POLK CITY, IA 50226 FIRE CHIEF - JIM MITCHELL STATION PHONE NUMBER -515.984.6304 FIREDEPARTMENT@POLKCITYFD.COM

WWW.POLKCITYFD.COM

# FINAL PLAT BIG CREEK TECHNOLOGY CAMPUS PLAT 4 S|/2 - SEC. 36 - 8| - 25POLK CITY, IONA



#### LEGAL DESCRIPTION

LOT I, BIG CREEK TECHNOLOGY CAMPUS PLAT 3, AN OFFICIAL PLAT RECORDED IN BOOK 16665, PAGE 17 AT THE POLK COUNTY RECORDER'S OFFICE AND A PARCEL OF LAND IN PARCEL 'L', AN OFFICIAL PARCEL RECORDED IN BOOK 12998, PAGE 269 AT THE POLK COUNTY RECORDER'S OFFICE, ALL BEING IN THE 51/2 OF SECTION 36, TOWNSHIP & NORTH, RANGE 25 WEST OF THE 5TH P.M., CITY OF POLK CITY, POLK COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF BIG CREEK TECHNOLOGY CAMPUS PLAT I, AN OFFICIAL PLAT RECORDED IN BOOK 1334, PAGE 639 AT THE POLK COUNTY RECORDER'S OFFICE; THENCE S89°58'48"E, 836.65 ALONG THE SOUTH LINE OF SAID BIG CREEK TECHNOLOGY CAMPUS PLAT I TO THE SE CORNER OF SAID BIG CREEK TECHNOLOGY CAMPUS PLAT I, SAID SE CORNER ALSO BEING THE SW CORNER OF LOT I OF SAID BIG CREEK TECHNOLOGY CAMPUS PLAT 3; THENCE NOO°02'13"W, 350.17 FEET ALONG THE WEST LINE OF SAID LOT I TO THE NW CORNER OF SAID LOT I; THENCE 589°58'48"E, 250.00 FEET ALONG THE NORTH LINE OF SAID LOT I TO THE NE CORNER OF SAID LOT I, SAID NE CORNER ALSO BEING THE SE CORNER OF LOT 'A' OF SAID BIG CREEK TECHNOLOGY CAMPUS PLAT 3; THENCE NOO°02'13"W, 60.00 FEET ALONG THE EAST LINE OF SAID LOT 'A' TO THE NE CORNER OF SAID LOT 'A'; THENCE 589°58'48"E, 91.95 FEET TO A POINT OF CURVATURE: THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 970.00 FEET AND A CHORD BEARING N86°28'22"E AN ARC LENGTH OF 120.11 FEET TO A POINT; THENCE SOTO 04'29"E, 244.30 FEET TO A POINT; THENCE S89°58'48"E, 62.50 FEET TO A POINT; THENCE N70°01'12"E. 344.74 FEET TO A POINT: : THENCE N71°34'40"E, 205.63 FEET TO A POINT; THENCE 589°58'47"E, 215.73 FEET TO A POINT; THENCE SOO°O7'19"E, 927.95 FEET ALONG A LINE THAT IS PARALLEL TO THE EAST LINE OF THE NWI/4 SEI/4 OF SAID SECTION 36 TO A POINT ON THE SOUTH LINE OF SAID NWI/4 SEI/4, SAID SOUTH LINE ALSO BEING THE NORTH LINE OF DORFRANK ACRES PLAT NO I, AN OFFICIAL PLAT RECORDED IN BOOK P', PAGE 89 AT THE POLK COUNTY RECORDER'S OFFICE; THENCE N89°55'17"W, 1290.39 FEET ALONG SAID SOUTH LINE OF THE NWI/4 SEI/4 AND THE NORTH LINE OF SAID DORFRANK ACRES PLAT NO I TO THE SW CORNER OF SAID NWI/4 SEI/4; THENCE N89°50'29"W, 761.70 FEET ALONG THE SOUTH LINE OF THE NEI/4 SWI/4 OF SAID SECTION 36, SAID SOUTH LINE COINCIDES WITH THE NORTH LINE OF DORFRANK ACRES PLAT NO I TO A POINT ON THE CENTERLINE OF N 3RD STREET, FORMERLY KNOWN AS SHELDAHL DRIVE, AS IT IS PRESENTLY ESTABLISHED; THENCE NIO°40'57"W, 95.57 FEET ALONG SAID CENTERLINE TO A POINT OF CURVATURE, THENCE NORTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2292.00 FEET AND A CHORD BEARING NO5°58'15"W, AN ARC LENGTH OF 376.97 FEET ALONG SAID CENTERLINE TO THE POINT OF BEGINNING AND CONTAINING 36.82 ACRES INCLUDING 0.66 ACRES OF PUBLIC RIGHT-OF-WAY EASEMENT MORE OR LESS

Sheet List Table			
Sheet Number	Sheet Title		
01	COVER SHEET - FINAL PLAT		
02	FINAL PLAT		

## AREA TABLE

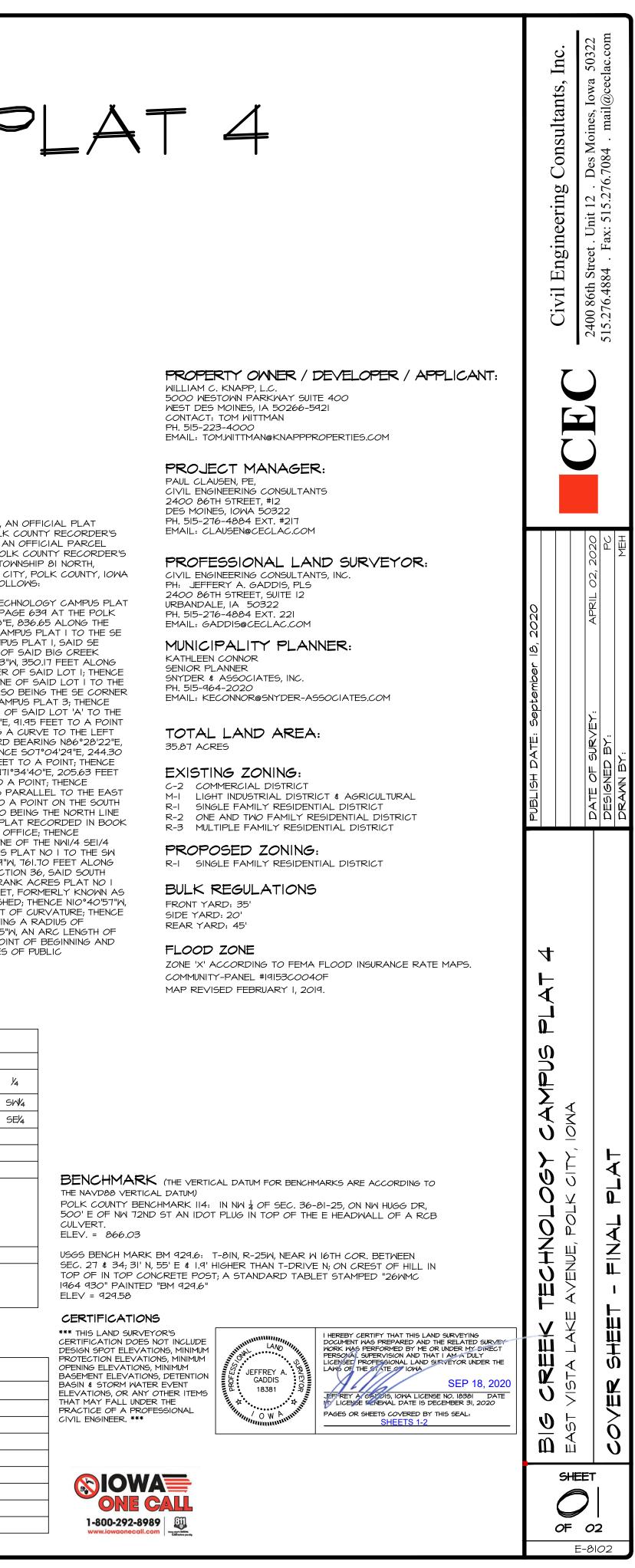
PROPERTY	GROSS AREA
NW 1/4, SE 1/4 SEC. 36-81-25	26.59 AC.
NE 1/4, SW 1/4 SEC. 36-81-25	10.53 AC.
TOTAL	37.12 AC.

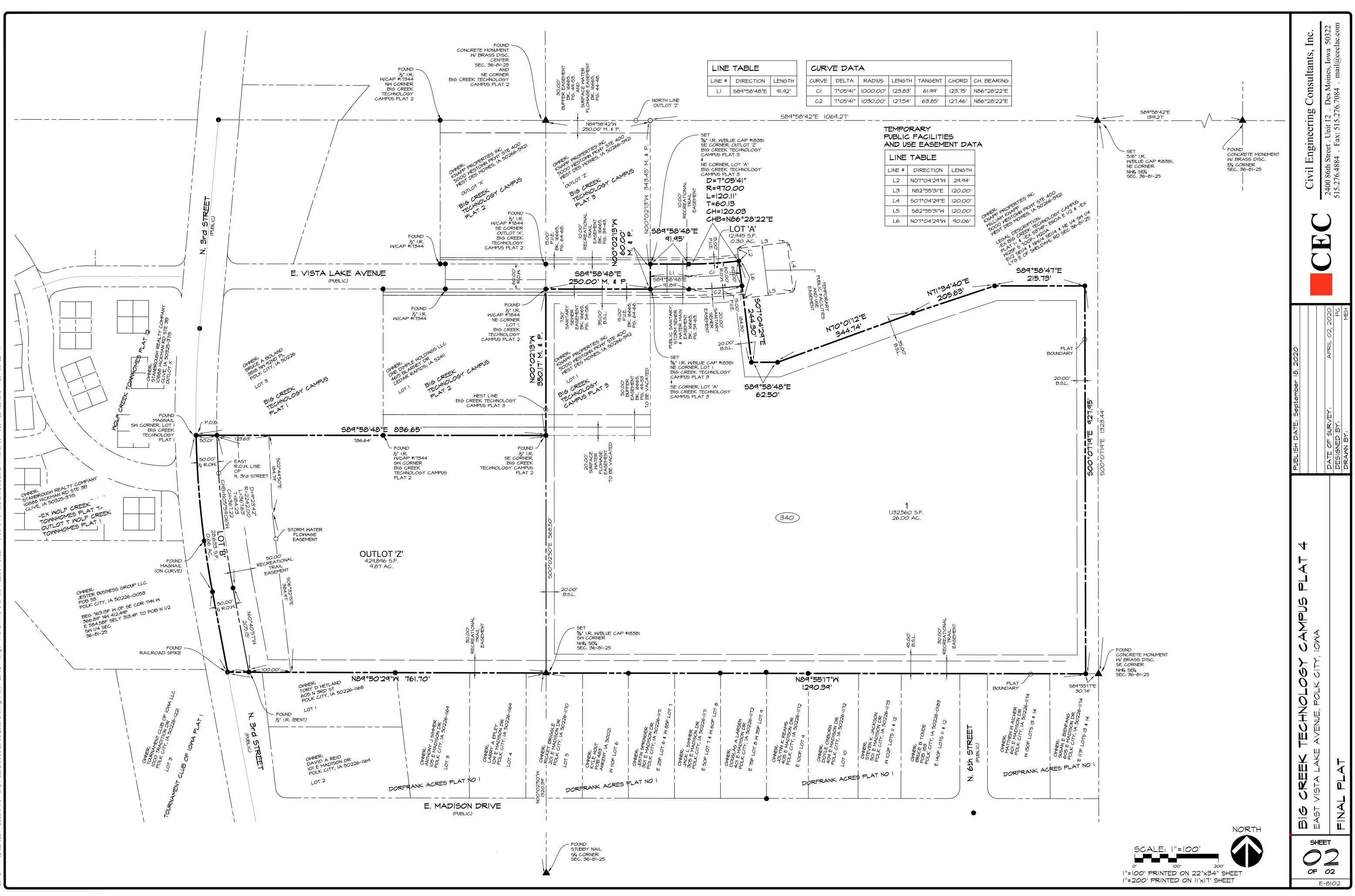
## LEGEND

	FOUND SECTION CORNERS
$\bullet$	FOUND CORNERS (%" I.R. W/ BLUE CAP #18381 UNLESS OTHERWISE NOTED)
O	SET PROPERTY CORNER (%" I.R. W/BLUE CAP #18381 UNLESS OTHERWISE NOTED)
	PLAT BOUNDARY
	- EXISTING PROPERTY LINES
	- PROPOSED LOTS
	- EASEMENT LINES
<u> </u>	- BUILDING SETBACK LINES (B.S.L.)
	- CENTERLINE STREET
D.	DEEDED BEARING & DISTANCE
Ρ.	PREVIOUSLY RECORDED BEARING & DISTANCE
М.	MEASURED BEARING & DISTANCE
I.R.	IRON ROD
I.P.	IRON PIPE
BK. XXX, PG. XXX	COUNTY RECORDER'S INDEXING BOOK
R.O.W.	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT

INDEX LEG	END					
COUNTY:	POLK					
		SECTION	TOWNSHIP	RANGE	<i>Y</i> 4 <i>Y</i> 4	
ALIQUOT PART:	PARCEL 'L'	36	ଃ୲	25	NE1/4	4
PARCEL (S):	PARCEL 'L'	36	81	25	NM/4	
LOT	LOT I					
SUBDIVISION	BIG CREEK TECHNOLOGY CAMPUS PLAT 3					
CITY:	POLK CITY					
PROPRIETOR (S):	KNAPP PROPERTIES INC. WILLIAM KNAPP 5000 WESTOWN PARKWAY, SUITE 400 WEST DES MOINES, IA 50266-5921					
REQUESTED BY:	KNAPP PROPERTIES INC.					
RETURN TO:	CIVIL ENGINEERING CONSULTANTS, INC ATTN: JEFFERY A. GADDIS P.L.S. No. 18381 2400 86TH STREET, UNIT 12, URBANDALE, IA 50322 PHONE: 515-276-4884					

SUBMITTAL TABLE		
SUBMITTAL DATE	SUBMITTAL NOTES	
2020-04-21	INITIAL SUBMITTAL	
2020-05-11		
2020-05-14	LOT I ADDRESS: 340 E. VISTA LAKE AVENUE	
2020-05-26	APPROVED	
2020-08-07	RESUBMIT	
2020-09-18		







#### **City of Polk City, Iowa** City Council Agenda Communication

Date:September 28, 2020 City Council MeetingTo:Mayor Jason Morse & City CouncilFrom:Chelsea Huisman, City Manager

Subject: Facility Needs Assessment-award contract

**BACKGROUND:** In July, the City Council authorized an RFP to be sent out to architect firms for a facility needs assessment. We received 5 proposals for the project. The Selection Committee (Mayor Morse, Council member Vogel, Police Chief Siepker, Public Works Director Schulte, Library Director Noack, and I) interviewed 4 firms and ranked them accordingly to the RFP.

The decision was tough, we had excellent proposals. After the interview process, the selection committee recommends award of contract to Shive Hattery for the Facility Needs Assessment for an amount not to exceed \$33,500.

ALTERNATIVES: Do not authorize the agreement with Shive Hattery

FINANCIAL CONSIDERATIONS: \$33,500; this was a budgeted item for this fiscal year

**RECOMMENDATION:** It is my recommendation that the Council award the contract

## SHIVE-HATTERY'S RESPONSE TO:

# City of<br/>polk City of<br/>polk CityFacility Needs<br/>AssessmentSeptember 3, 2020

SHIVEHATTERY ARCHITECTURE + ENGINEERING



#### 09/03/2020

Chelsea Huisman, City Manager City of Polk City 112 3rd Street Polk City, IA 50226

#### RE: Request for Proposal: City of Polk City Facility Needs Assessment

Dear Mrs. Huisman and members of the selection committee,

Polk City has experienced exponential growth in recent years, and with that growth comes an exciting opportunity to strategically reevaluate your public spaces so they will best serve you in the future, while maintaining that small-town feel that residents know and love. It is also a privilege to have Monica Converse, a proud Polk City resident on the team. Her passion for Polk City will bring value to both Shive-Hattery and Polk City.

We commend the City for taking a proactive step towards making your community the best it can be for years to come.

The unique challenges of your project require a team of proven experts that will work along-side of you to:

- Establish priorities to help you fiscally manage budgets
- Maintain a presence on The Square the heart of the community
- Plan for future growth to ensure your facilities will remain functional for years to come

We look forward to the opportunity to serve the City of Polk City.

Sincerely,

SHIVE-HATTERY, INC.

Michael Lewis, AIA, NCARB Public Government/Justice, Institutional Team Leader mlewis@shive-hattery.com

Mouica M. Converse

Monica Converse, PE, LEED AP Civil Engineer + Passionate Polk City Resident mconverse@shive-hattery.com

4125 WESTOWN PARKWAY #100 WEST DES MOINES, IA 50266 | WWW.SHIVE-HATTERY.COM

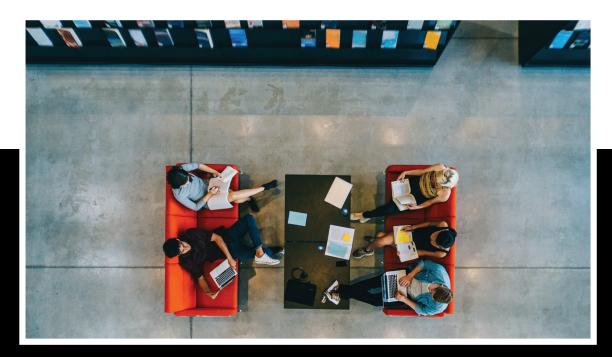
66

When issues came up during construction, as they always do, we found Shive-Hattery to be pro-active in finding equitable solutions that took into account all the facts. They were easy to work with and responded in a timely manner, which was reflected by the fact the project came in on budget and on time.

- Brad Leonard | President | Spectagon Construction | Monroe Public Safety Center

# Table of **CONTENTS**

Firm Overview	1
Project Understanding	2
Project Approach	5
Project Team + Key Personnel	8
Related Experience	15
References	26
Proposed Contract	Sealed Separately
Cost Opinion	Sealed Separately



# **Under One Roof**

Shive-Hattery, Inc. is a Midwest based, 413-person, planning, architecture, engineering and interiors firm with roots going back to 1895. We are licensed in 42 states, with professionally registered architects and engineers in each state. We have provided our clients with engineering services for 125 years, and architectural/design services for 40 years - 50 of those years serving the Des Moines metro in our West Des Moines office.

Our collaborative approach to programming, planning, and design results in imaginative solutions, based on each client's unique vision and goals. By creating spaces that reinforce their existing culture, process, and brand, we are able to translate objectives and aspirations into sustainable environments for working, learning, healing and playing.

We believe unparalleled service has given us the opportunity to practice our passion for creative design. We combine our creativity with an absolute commitment to deliver on our promises. We have a reputation for collaboration, availability, and responsiveness with owners, program managers and contractors based on delivering the best value to the owner. We also have a reputation for thorough, well-detailed construction documents, minimizing costly changes.

#### OFFICES

#### 4125 Westown Pkwy, Ste 100 West Des Moines, IA 50266

2103 Eastland Dr Bloomington, IL 61702

316 2nd St SE, Ste 500 Cedar Rapids, IA 52406

440 N Wells St Ste 320 Chicago, IL 60654

2839 Northgate Dr Iowa City, IA 52245

800 P Street, Suite 203 Lincoln, NE 68508

1701 River Dr, Ste 200 Moline, IL 61266

321 S. Main St., Suite 103 South Bend, IN, 46601

57 Franklin St Ste 201 Valparaiso, IN 46383

# 



LeRoy Community Fire Protection District New Fire Station

## PROJECT UNDERSTANDING

As requested in the RFP, Shive-Hattery will provide long-term master planning and pre-design services to evaluate, conceptualize, prioritize, and establish a budgetary projection of needs associated with City facilities. The study will provide the necessary functional, demographic, and operational information to determine options for expansion, renovation, or new facility considerations. With the initial driver being City Hall and administrative growth capabilities, it is our understanding that Polk City has been looking at the possibility of expanding City Hall functions in or around the City Square. Functional considerations tied to growth potential, and site considerations for parking and building placement will be a primary focus.

Ancillary considerations for community space, library growth, maintenance bay expansion at public works, and public safety considerations for police and fire will also be considered. The functional and operations growth expectation for each of these services are equally significant components of this study. To differing degrees, each of these city facilities has a long-term challenge tied to how City services will be delivered to the community. We recognize the vital importance of a study that meets your prioritized expectations. It is anticipated that a phased approach will become increasingly important; taking on all the outcomes of this study at once may be prohibitive for a variety of reasons.

Shive-Hattery will deliver a successful study process that proactively addresses the following critical issues for the City of Polk City:

### **1. ESTABLISH PRIORITIES**

**Initial Understanding (challenges to be resolved):** Each of the City's departments have varying levels of needs and solutions to be studied. On our site visit with City Manager Huisman, we learned about the existing challenges, and have summarized them below. We understand this is not a comprehensive list and look forward to having the opportunity to learn more:

- City Hall:
  - There is no room for additional staff, the City functions will reach a critical mass soon as more staff are acquired.
  - The Council Chambers location is not ideal and breakout spaces are minimal.
  - The layout is not functional, nor is it easily accessible.
  - There are structural concerns regarding the existing Big Creek Museum Historical Building.
  - Parking is an issue.

### • The Library:

- Built in 2005, (prior to COVID19), the programming space is maxed out with only one community room.
- There is a need for more programming/gathering spaces, in order to meet the public's requests to be able to host simultaneous programming.
- There is a need for more storage, admin space, soft seating areas, and reservable study rooms.
- Parking is an issue.

#### Public Works:

- More staff will be required as the City adds miles of roads in the future.
- More equipment and bay space is required to properly protect and secure the needed equipment.

### The Police Department

• While recently renovated, the existing facility is missing a critical component to ensure public safety - a vehicular sally port/maintenance garage.







#### The Fire Department

- There are currently no sleeping quarters. As the City grows, this will become a requirement.
- The fire department is staffed by volunteer fire-fighters, the Chief noted that nationwide, volunteerism is down and they are seeing the effects of this locally.
- Additional facility problems are:
  - The only restroom, locker room, and shower room for the fire department facility are shared with the Community Center. This creates privacy and security concerns.
  - Insufficient Decontamination / Laundry areas

#### • The Community Center

- Currently, this is co-located with the Fire Department on the Town Square.
- There are many potential options to study and learn more about regarding this.

#### • Sports Complex Facility

• Parking is an issue.

**Opportunity (emerging solutions):** Through active listening, research and thought leadership, we will establish each department's current needs and understand the future growth projections. Our team will develop meaningful, efficient, and effective architectural options to study with the Committee. This approach will help the City prioritize what scale of project is right for each department and what the phasing of the future projects should look like.

#### 2. PRESENCE ON THE TOWN SQUARE

**Initial Understanding (challenges to be resolved):** While Polk City is growing, we understand it is important to the City Council, City Staff, and Citizens to maintain the vibrant charm and character on the Town Square. The City Hall remaining on the Town Square is a critical element for this project's success. There are a variety of challenges that we are prepared to study and work through, including the existing historical museum in it's prime location, parking challenges, the site's significant sloping, and other miscellaneous site challenges.

**Opportunity (emerging solutions):** Our team has a deep understanding of the best ways to address complicated sites with topographic constraints. For example, we noticed the current City Hall / Fire / Police site utilization is inefficient due to the series of ramps and exterior stairs. Our team will explore options to improve the efficiency of the existing property, as well as evaluate the adjacent City-owned property to determine the best viable site solutions.

#### **3. PLAN FOR GROWTH**

**Initial Understanding (challenges to be resolved):** The City of Polk City will continue to grow. We understand part of the current strains you are experiencing are from higher growth than anticipated when existing facilities were planned and designed. In order for this study to be successful, the facility master plan needs to take the City into the future with clear and well-defined next steps forward.

**Opportunity (emerging solutions):** As public government design professionals, we apply our thought leadership and demographic-based research to arrive at a sustainable, growth strategy that is predicated on providing the City with flexibility and adaptability. Our process analyzes the City's operational goals and efficiencies with each facility associated with this study. Previous clients often tell us they appreciate this extra non-traditional service because it provides a comprehensive operationally-derived solution and gives them the clarity to prioritize and plan going forward.







# PROJECT Approach



## PROJECT APPROACH

With these key objectives in mind, our project approach will provide architectural and engineering services (programming/planning) for the City of Polk City. This comprehensive study will evaluate the Needs Assessment, Conceptual Planning and Site Planning considerations to evaluate space needs and provide test fit options.

The master planning services associated with this study will consist of the following tasks:

#### **1. SITE PLAN ANALYSIS**

With experienced designers in both public safety/governmental design and civil engineering specialists, our team will establish and review the factors influencing the requested facilities. Site expansions at the City Hall site and the library site will be evaluated since each are not a satisfactory fit to meet the anticipated long-term functional requirements at these locations. The site evaluation includes security (if required), the ingress and egress flow for the site, parking parameters, other potential building needs and utility considerations. Additionally, we will consider the land area requirements and make recommendations associated with long-term considerations.

#### 2. CONCEPTUAL MASTER PLANNING - DESIGN, PROGRAMMING / PLANNING AND VISIONING

## Quality, Materiality, Building Identity, Composition, Sustainability, Fiscal Responsibility, Efficiency, Site Context, Programmatic Function:

- Space Needs Programming In order to address long-term administrative and functional needs for each facility, we need to evaluate work-flow efficiencies and understand required adjacencies. This allows us to establish a baseline for the conceptual design. We anticipate the development of two initial conceptual layouts at each facility. One will be selected and used to validate the estimate of probable cost.
- Facility Conditions Assessment After we have established the long-term intent for each facility based on the programming requirements, we will conduct a conditions assessment. This will evaluate the fundamental building systems that would be impacted through the implementation of the proposed change. Mechanical, electrical, architectural, and structural evaluations to existing structures will occur.
- In order to evaluate the long-term viability of the site area requirements, we will provide a demographic understanding tied to community growth. This projection will be used to forecast the physical area requirements associated with facility expansion, if any.

## Other Supporting Items. (There are some items that will need to be defined and/or refined beyond the initial project parameter understanding):

- Cost Opinions / Operation and Maintenance Expectations / Project Implementation Options
  - We will develop cost opinions based on programmatic and conceptual needs defined from this study. We will prepare a materials and systems narrative as a base for the standard of quality that is established as important to you.
  - We will define the operation and maintenance requirements for the project, and collaboratively evaluate the various project implementation requirements. We will provide analysis to help you understand how these things impact this project if or when it is implemented.







- Safety and Security (for applicable facilities)
  - The staff's expectations for safety and security tie to the public safety operations and administrative components. Define considerations for access control, other security measures to create an appropriate environment that will be open and inviting while protecting the people inside.
- Evaluating "Best Practices"
  - Shive-Hattery will work with you to research and confirm the applicable fire department and law enforcement trends and best practices appropriate for this project. We will provide the City with best practice information to better equip you in decision making on what is appropriate for this project, while providing assurance that the facility will be appropriately planned to meet the long-term needs of Polk City.

#### **3. DELIVERABLES**

- Preparation of conceptual plans of the proposed solution.
- Operational cost analysis of selected "comparable" option(s).
- Pre-Design Report: We will provide a report with the design options, recommendations, and project costs included.
- Anticipate five (5) trips to Polk City with 1-3 persons/trip.
- We will deliver two color copies of the report along with electronic PDF copies.

#### 4. ADDITIONAL SERVICES PHASE 2 – ARCHITECTURE / ENGINEERING SERVICES FOR RESULTING WORK

• The design professional (Architect), Shive-Hattery, Inc., will provide the following consulting services; architecture, mechanical, electrical, security, plumbing, structural and civil engineering.

## **QUALITY OF WORK & COST CONTROL**

The below process represents Shive-Hattery's proven approach to projects. We deliver great projects to clients through state-of-the-art field investigation, scheduling internal reviews with our in-house experts, and presenting high-quality review documents to the owner during the design phase. This process has been transformed and well-utilized throughout our 125 years as a business. It saves our clients time and money, all while ensuring they're part of the collaborative process and staying on schedule.



# PROJECT TEAM

## MEET YOUR TEAM

We have assembled a team that not only has the professional experience necessary to elevate the level of expectations and success, but is also fully invested in the City of Polk City project from concept to completion.

Our in-house multi-discipline team works on a variety of city, county and state projects throughout the Midwest. Our diverse team of engineers, architects and designers have a strong background in both new construction and renovation work.







Michael Lewis, AIA, NCARB Public Government / Justice, Institutional Team Leader





Monica Converse, PE Civil Engineer + Passionate Polk City Resident



Siri Fliehler, NCIDQ, IIDA Interior Designer



**Tyson Scheidecker,** PE Mechanical Engineer



Norman Sutton, PE Electrical Engineer



Alex Brase, PE Structural Engineer

## TEAM QUALIFICATIONS



### EDUCATION

Master of Architecture - University of Nebraska-Lincoln

#### CREDENTIALS

Licensed Architect: IA, IL, NE, FL, IN, MI, MO

#### INVOLVEMENT

25%

# MICHAEL LEWIS, AIA, NCARB | Public Government / Justice, Institutional Team Leader

Michael has 34 years experience working in the architectural design field tied to public facilities. He has a diverse background working in a broad range of market sectors, including Governmental, Institutional, and Justice Market Sectors across all segments encompassing municipal, county, state, and federal agency experiences. His expertise encompasses all phases of the design process along with systemic studies, operational assessments, security design, programming, and master planning, while delivering architectural solutions working for Government and Institutional Clients in many areas of the country.

Utilizing proven design planning methods, Michael has been accredited with exceptional planning and programming capabilities. His significant work has been recognized six times by the American Institute of Architect's Justice Facility Review Publication, three receiving 'citation' level recognition. Michael is able to provide clients with very comprehensive building programs that blind operational efficiencies and aesthetic design, cost effectiveness, as well as accuracy in delivering estimates of probable costs for construction during the design process.

We value the experience that Michael brings to our work, to provide quality projects for our clients. Below is a summary of Government and Institutional clients Michael has worked with over his career in Architecture and Planning of Public Governmental / Justice Facilities:

#### **RELATED EXPERIENCE:**

# CITY / PUBLIC GOVERNMENT FACILITIES / SYSTEMIC INFRASTRUCTURE ASSESSMENTS:

#### **Public Government:**

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- Boone County Law Enforcement Center, Boone, IA
- Buena Vista County Law Enforcement Center Study, Storm Lake, IA
- City of Altoona Police / City Hall Needs Assessment, Altoona, IA
- City of Anamosa Police Department Renovation Needs Assessment, Anamosa, IA
- City of Ames Police and City Hall Renovation, Ames, IA
- City of Carlisle Fire Department Addition, Carlisle, IA
- City of Clinton Police Needs Assessment, Clinton, IA
- City of Clive Government Center (City Hall & Police) Study, Clive, IA
- City of Clive Fire Station (Concept Design / Site Planning), Clive, IA
- City of Clive Police Department Renovation, Clive, IA
- City of Des Moines Police Evidence Storage & Lab, Des Moines, IA
- City of Des Moines Police Dispatch Center Renovation, Des Moines, IA
- City of Melcar-Dallas Library Renovations, Melcar-Dallas, IA
- City of Middleton Police Headquarters & Municipal Courts Study Middleton, WI
- City of North Liberty City Hall and Police Department Study, North Liberty, IA
- City of Pella Community Center Building Assessment, Pella, IA
- City of Platte City Police Department Space Needs Assessment, Platte City, MO
- City of Pleasant Hill Police / Fire / City Hall / Library Needs Assessment, Pleasant Hill, IA

## MICHAEL LEWIS EXPERIENCE CONT.

- Hardee County Sheriff's Law Enforcement Administration Complex, Wauchula, FL
- Hardin County Law Enforcement Center and Sheriff's Office, Eldora, IA
- Jasper County Law Enforcement Center Sheriff's Office & Evidence Storage, Newton, IA
- Marana Municipal Complex City Hall & Police, Marana, AZ
- O'Brien County Law Enforcement Center, Primghar, IA
- Polk County Westside Community Center, West Des Moines, IA
- Polk County Northside Community Center, Des Moines, IA
- Polk County Sheriff's Administration, Law Enforcement Facility, Des Moines, IA
- Polk County Administration Building, Security Upgrades, Des Moines, IA
- Waukee CSD High School Security Upgrades, Waukee, IA

#### Systemic Infrastructure Assessments:

- Des Moines District-Wide Infrastructure Assessment, Des Moines, IA
- lowa City Community School District-Wide Infrastructure
   Assessment, Iowa City, IA
- State of Iowa Systematic Corrections Study 2009, Statewide, IA
- State of Oklahoma Correctional System Study, Statewide, OK
- Johnson County Justice System Study, Iowa City, IA
- Jackson County Criminal Justice Assessment, Kansas City, MO

#### Public Government / Court Experience:

- Effingham County Courthouse, Effingham, IL
- Davenport U.S. Federal Courthouse Renovation, Davenport, IA
- Dickinson County Courthouse Security Design, Spirit Lake, IA
- Iowa Judicial Branch Building, Des Moines, IA
- Johnson County Justice Center Study, Iowa City, IA
- Knox County Courthouse Renovation & Administrative Office
   Addition Study, Galesburg, IL
- Union County Courthouse and Jail Expansion, Elk Point, SD
- Warren County Courthouse Facility Assessment, Indianola, IA
- Warren County Justice Center, Indianola, IA
- Winnebago County Justice Center, Rockford, IL

#### Public Works / Maintenance Facilities:

- City of Altoona Public Works- Needs Assessment, Planning & Programing, Altoona, IA
- City of Clive Parks Maintenance Facility Addition, Clive, IA
- City of Clive Public Works Facility Renovation, Clive, IA
- Metro Waste Authority Locker Room Remodel, Mitchellville, IA

#### **COUNTY FACILITIES:**

#### **Public Government:**

Pinellas County - Master Plan, Clearwater, FL

#### Public Works / Maintenance Facilities:

- Boone County Consolidated Maintenance Facility, Boone, IA
- Warren County Secondary Roads Facility, Indianola, IA

#### **STATE FACILITIES:**

#### **Public Government:**

- Judicial Branch Building, Des Moines, IA
- State of Nebraska Office Renovations, Lincoln, NE

#### Public Government / Industries - Maintenance Facilities:

- State of Iowa Anamosa State Prison, Industries Building Renovation, Anamosa, IA
- State of Iowa Iowa State Prison, Warehouse & Industry Building Facilities, Ft. Madison, IA

## TEAM QUALIFICATIONS



#### EDUCATION

Design Drafting - NE Missouri State Architectural Design & Drafting - DMACC

#### CREDENTIALS

Construction Documents Technology Certification

#### INVOLVEMENT

15%



### EDUCATION

Bachelor of Science: Civil Engineering -Iowa State University

### CREDENTIALS

Professional Engineer: IA

### INVOLVEMENT

10%

## - RON HINDS, CDT | Project Manager

Ron has over 30 years of architectural experience resulting in many successful projects and satisfied clientele. His project leadership skills and experience include project management, A/E proposals, fees and budgets, AIA contracts for owner/client, consultants, and construction managers, project scheduling and delivery, schematic & design development, code review, construction cost estimating, contract document drawings and specifications, construction administration along with construction management. Project types include government buildings, educational facilities, healthcare, nursing homes, assisted living, multi-family housing, churches, offices, retail, commercial and industrial buildings.

### **RELATED EXPERIENCE:**

- Polk County Sheriff's Office, Des Moines, IA
- Carroll County LEC / Jail Addition, Carroll, IA
- City of Ankeny Senior Community Center, Ankeny, IA
- Boone County Consolidated Maintenance Facility, Boone, IA
- Guthrie County Jail / LEC, Guthrie Center, IA
- Warren County Justice Center, Indianola, IA
- City of Grinnell City Hall Renovations, Grinnell, IA
- City of Lenox Public Library Exterior Renovation, Lenox, IA
- Iowa DAS Iowa Building Ph 1 Interior Renovations, Des Moines, IA
- City of Urbandale City Buildings Preventive Maintenance Plan, Urbandale, IA

## MONICA CONVERSE, PE, LEED AP | Civil Engineer + Passionate Polk City Resident

Monica has a wide-range of experience developing commercial, industrial, healthcare, educational and municipal sites. Her 13+ years at Shive-Hattery have been dedicated to master planning, site assessments, site development, grading, ADA accessibility, utility design, hydraulic analysis and permitting. She is an exceptional collaborator, communicator, and organizer of large scale, complex projects. This skillset ensures a seamless project approach and clear communication from concept to completion.

### **RELATED EXPERIENCE:**

- Polk County Sheriff's Office, Des Moines, IA
- Des Moines Area Community College Urban Campus, Des Moines, IA
- Polk County Westside Community Center, West Des Moines, IA
- Polk County Northside Community Center, Des Moines, IA
- Boone County Consolidated Maintenance Facility, Boone, IA
- Carroll County LEC / Jail Addition, Carroll, IA
- City of Ankeny Senior Community Center, Ankeny, IA
- City of Carlisle Fire Department Addition, Carlisle, IA
- City of Waukee City Hall Master Plan, Waukee, IA
- Dent County New Public Safety Center, Salem, MO
- IDOT Fairfield Combined Facility, Fairfield, IA
- IDOT Ground Bldg Add/Remodel, Ankeny, IA
- Johnson County Conservation Schwab/Burford Park Master Plan, Solon, IA



### EDUCATION

Bachelor of Science: Interior Design -South Dakota State University

#### CREDENTIALS

National Council for Interior Design Qualification, The International Interior Design Association

#### INVOLVEMENT

25%

## SIRI FLIEHLER, NCIDQ, IIDA | Interior Designer

Siri's designs are inspired from the inside-out. From working closely with clients, she's learned they, too, are inspired from within. Each client has a vision and a brand needing to be translated into their physical space. She is an integral member of the design team, helping execute projects from the early planning phase through the production of construction documents using Building Information Modeling (BIM). In addition to being a talented interior designer, Siri is skilled at using BIM and other design tools. Her efficiency helps owners and the design team make decision quickly, because she is able to provide design information expeditiously.

#### **RELATED EXPERIENCE:**

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- Polk County Sheriff's Office, Des Moines, IA
- City of Ankeny Senior Community Center, Ankeny, IA
- City of Clive Police and Fire, Clive, IA
- Clinton County Justice Center LEC, Jail, EOC, and E911, Clinton, IA
- Decatur County Jail, Leon, IA
- Faulk County New Jail and Sheriff's Office, Faulkton, SD
- City of Altoona City Hall, Police and Public Works Facility Study, Altoona, IA
- Monroe County Public Safety Center, Albia, IA
- Macon County Courthouse Remodel and Jail Addition, Macon, MO
- Platte City Facility Evaluations and Recommendations, Platte City, MO
- Warren County Justice Center, Indianola, IA



### EDUCATION

Bachelor of Science: Mechanical Engineering - Iowa State University

#### CREDENTIALS

Professional Engineer: IA, IL

#### INVOLVEMENT

10%

## - TYSON SCHEIDECKER, PE | Mechanical Engineer

Tyson's experience includes design of mechanical systems for schools, hospitals, office buildings and government facilities. These systems include heating, ventilating and air conditioning (HVAC) variable air volume systems, exhaust systems, chilled water cooling systems, hot water and steam heating systems and automatic fire protection sprinkler systems.

#### **RELATED EXPERIENCE:**

- Polk County Sheriff's Office, Des Moines, IA
- City of Ames Police Department and City Hall Renovation, Ames, IA
- Carroll County LEC / Jail Addition, Carroll, IA
  - Clinton County Justice Center- LEC, Jail, EOC, and E911, Clinton, IA
- Dent County New Public Safety Center, Salem, MO
- Faulk County New Jail and Sheriff's Office, Faulkton, SD
- Monroe County Public Safety Center, Albia, IA
- Macon County Courthouse Remodel and Jail Addition, Macon, MO
- Warren County Justice Center, Indianola, IA
- lowa State Prison Additional Construction Administration Services, Fort Madison, IA

## TEAM QUALIFICATIONS



#### EDUCATION

Bachelor of Science: Electrical Engineering - Iowa State University

#### CREDENTIALS

Professional Engineer: IA, IL, WA, NE

#### INVOLVEMENT

10%

## - NORMAN SUTTON, PE | Electrical Engineer

Norman is an electrical engineer with more than 20 years of experience. His expertise is in designing complex power distribution systems, interior and exterior lighting system design, telephone and communications systems, fire alarm, and security and surveillance systems for large health systems and critical access hospitals. Being in the industry for two decades, Norman has had the opportunity to design and oversee a multitude of diverse project types from new hospital design to retrofitting existing infrastructure.

### **RELATED EXPERIENCE:**

- Polk County Sheriff's Office, Des Moines, IA
- Polk County Juvenile Detention Center, Des Moines, IA
- Polk County Northside Community Center, Des Moines, IA
- City of Ames Fire Station, Ames, IA
- City of Ames Police Department and City Hall Renovation, Ames, IA
- Carroll County LEC / Jail Addition, Carroll, IA
- City of Ankeny Senior Community Center, Ankeny, IA
- City of Carlisle Fire Department Addition, Carlisle, IA
- Clinton County Justice Center LEC, Jail, EOC, and E911, Clinton, IA
- Dent County New Public Safety Center, Salem, MO
- City of Des Moines Fire Station Renovation, Des Moines, IA
- Faulk County New Jail and Sheriff's Office, Faulkton, SD

- ALEX BRASE, PE | Structural Engineer

- Monroe County Public Safety Center, Albia, IA
- Macon County Courthouse Remodel and Jail Addition, Macon, MO

Alex's design experience includes structural steel, reinforced concrete, masonry, timber and precast concrete construction for government, industrial, commercial,

• Warren County - Justice Center, Indianola, IA



### EDUCATION

Bachelor of Science: Civil Engineering -Iowa State University

#### CREDENTIALS

Professional Engineer: IA, FL

#### INVOLVEMENT

5%

## and educational buildings. Additional experience includes design of bridge crane systems and knowledge of OSHA regulations for industrial design. Alex's wide-

range of experience well-suits him for this multi-phased project.

#### **RELATED EXPERIENCE:**

- City of Waukee City Hall Master Plan, Waukee, IA
- Clinton County Justice Center LEC, Jail, EOC, and E911, Clinton, IA
- Guthrie County LEC Jail Addition, Guthrie Center, IA
- City of Ankeny Senior Community Center, Ankeny, IA
- City of Ankeny Police Station Staking, Ankeny, IA
- West Des Moines City Hall Fountain, West Des Moines, IA
- IA DAS Anamosa State Prison ADA Infirmary to Visiting Area, Anamosa, IA
- IA DAS Hoover Bldg. Investigation, Des Moines, IA
- Polk County Conservation Jester Park Lodge Improvements, Granger, IA
- DDVI-NE Polk W Elementary Staking, Polk City, IA
- Siemer Milling New Office Building, Teutopolis, IL
- Confidential Client Office Renovation and Addition, IA

14 | CITY OF POLK CITY | SHIVE-HATTERY

# PROJECT EXPERIENCE

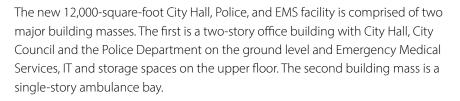
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Des Moines Police Evidence Storage Building Addition

## PROJECT EXPERIENCE

## CITY OF PANORA - City Hall + Police/EMS Station | Panora, IA





The exterior is clad with two-tone brick veneer, bronze windows and metal trim with corbelled brick arches and the second story windows. Strong horizontal relief lines were created by stepping out individual courses of brick creating depth and shadow to the building façade. The interiors were clad in rich earth tone colors with slight burgundy accents. Stained and varnished wood trim and door panels offer visual distinction as you enter the building. Hidden light coves line the primary corridor and elegantly trimmed millwork defines the council bench and chambers.

A small new parking lot with new sidewalks complete the secondary access drive. Subtle landscaping fills in the negative spaces and roots the building to the corner of the town square helping establish its own presence within the community.



**TOTAL PROJECT COST** \$1,626,601

COMPLETION DATE 2012

#### SERVICES PROVIDED

Architectural Design, Electrical Engineering, Mechanical Engineering, Structural Engineering

#### **PROJECT CONTACT**

Lisa Grossman | City Administrator 641.755.2164

## CITY OF CARLISLE - Fire Department Addition | Carlisle, IA





The City of Carlisle Fire Department had outgrown its 30-year-old, 4,000-square-foot facility. Due to their larger sizes, new fire trucks didn't fit well into the small bays; they left only a few feet of clearance (or less) between trucks, bumpers and garage doors. The lack of bay space left the command vehicle sitting outside, causing excess wear.

The facility only had one bathroom for staff and volunteers to use; it also lacked adequate room for firefighters and EMS staff to shower and rest. After investigating potential options – building a new facility on a new site, renovating an existing building on a different site, etc. – It became clear that the most cost-effective choice was to renovate and add on to the existing building. Because the site was originally zoned for residential use, Shive-Hattery led a process to change the site's zoning and eliminate the potential for setbacks.

Working closely with the City Manager, Fire Chief, EMS staff, and firefighters, Shive-Hattery renovated the existing 4,000-square-foot space and designed a 3,300-squarefoot, second floor addition to nearly double the facility. The addition provides a second, longer bay on the south side of the building to house the department's apparatus with plenty of room to spare. The renovation of the existing space provided a second bathroom, two locker rooms with showers, offices, a new kitchen area, meeting space, a TV area, and sleeping rooms.

Because sleeping rooms were added, fire-rated separation between the existing facility and the new facility was required. To cost-effectively meet this requirement, Shive-Hattery was able to move the firewall back into the existing space. With its newly renovated and expanded building, the City of Carlisle Fire Department now has room to house all of its vehicles and trucks. The expanded building also gives EMS staff and firefighters more room to relax and catch up on rest while they're on call.

### **TOTAL PROJECT COST** \$986,878

## **COMPLETION DATE** 2017

### SERVICES PROVIDED

Architectural Design, Civil Engineering, Construction Admin., Electrical Engineering, Land Surveying, Mech. Engineering, Roof Services, Structural Engineering, Transportation Engineering

### **PROJECT CONTACT**

Andrew Lent | Dir. of Finance (Former City Admin) 515.961.9410

## PROJECT EXPERIENCE

## CITY OF SOUTH BEND - Fire Station #4 | South Bend, IN





With the current Station 4 in a state of disrepair and unsafe as a working firehouse, a state of the art facility was developed to house crews for an engine, ambulance and future chase vehicle.

Station 4 achieved a LEED Gold Certification becoming the first building constructed by the City of South Bend to attain LEED Certification. Taking into consideration the value of our natural resources and the station's location, a balance was struck between internal/private use of the facility and site development that is inviting to the extent a walking track and rain garden were designed into the project. The design of the station is meant to compliment the historic nature of its immediate surroundings such as the previous Bendix Corporation. With character and safety in mind, a combination of traditional masonry and insulated metal panels with a modern edge were incorporated into the project.

Given the nature of the fire service, great care was taken to ensure the safety of the firefighters by creating a distinct separation between living and working space. The station includes eight rooms with three bunks and individual lockers within. Each of the rooms is separated by a Jack and Jill style bathroom.

**TOTAL PROJECT COST** \$3,200,000

COMPLETION DATE 2018

SERVICES PROVIDED Architectural Design

**PROJECT CONTACT** Todd Skwarcan | Assistant Chief 574.235.9255

## CITY OF SOUTH BEND - Fire Station #9 | South Bend, IN



Station 9 had been in consideration since 2001 and had been shelved for one reason or another. Understanding the tremendous need for the new station, the City of South Bend and South Bend Fire Department worked tirelessly with the design team to gain community buy-in, secure a centrally located site, and serve the daily needs of the first responders living in the new facility. Topping the effort, Station 9 is tracking to become the second LEED Certified project taken on by the City of South Bend.

Station 9 was implemented through a thought process that delivers safety for its occupants with efficiency and design at a level of detail and consideration beyond the fire departments expectations. This station idealizes what a fire station should be from departmental and community perspectives.



**TOTAL PROJECT COST** \$3,600,000

**COMPLETION DATE** 2019

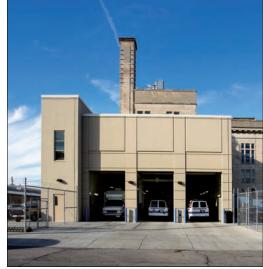
**SERVICES PROVIDED** Architectural Design

**PROJECT CONTACT** Todd Skwarcan | Assistant Chief 574.235.9255

## PROJECT EXPERIENCE

## CITY OF DES MOINES - Police Evidence Addition | Des Moines, IA





The Des Moines Police Department needed a new vehicle processing area, because their existing space was cramped and poorly lit. There was space for only one vehicle at a time, which impacted their ability to review cases in a timely manner. The City's initial request was for a one-story addition with space for three bays, one of which would store their tactical vehicle. The City envisioned adding two floors to this building in the future, but believed their budget would only allow for the initial onestory structure.

With diligent budget analysis and research of cost-effective options, Shive-Hattery presented a solution, with only a small increase in the budget. This could be achieved by using precast concrete for the building envelope. Precast concrete is durable, secure, and less costly to install than other more traditional building envelope materials. The City was able to identify additional funding and took advantage of constructing the larger building that fit their needs for a longer period of time.

The west façade of the existing Police Department building was identified as having historical significance. The design team consulted with local and state agencies on design elements of the new addition, so that it properly respected the historical nature of the existing Police Department, as well as, the entire historic neighborhood.

Due to minimal change orders on the project, the City chose, part way through construction, to turn vacated holding cells into evidence processing labs. In a short four-week timeframe, our team completely redesigned the space into two lab rooms.

Creative solutions allowed the client to gain more than they thought possible. The Police Department came to the project with the expectation of a new one-story vehicle processing addition. With thoughtful planning and collaboration, the design team was able to help them achieve not only the new vehicle processing addition, but a second story that more than doubled their evidence storage space, and added much-needed lab space. The new facility and renovated lab area allow investigators to do their jobs properly, in a well-lit environment, for the betterment of the citizens of Des Moines. **TOTAL PROJECT COST** \$1,658,000

**COMPLETION DATE** 2014

## SERVICES PROVIDED

Architectural Design, Construction Administration, Electrical Engineering, Landscape Architecture, Mechanical Engineering, Site Design, Structural Engineering

### **PROJECT CONTACT**

Frank Dunn-Young | City Planner 515.283.4743

## CITY OF MOUNT PLEASANT - Police Station | Mount Pleasant, IA





The City of Mount Pleasant wanted to review a vacant grocery store building and determine if the space could be renovated to provide a new location for the Mount Pleasant Police Department. The station being used was undersized and lacked secure evidence storage space. Working with the City Administrator, Police Chief, Lieutenant, Mayor and City Council members, Shive-Hattery gathered necessary information to provide an evaluation of the vacant building.

The former grocery store proved to be an adaptable structure and Shive-Hattery developed the design for renovation of the store. The new home for the Police Department features 17,000 square feet of office space, interrogation rooms, a weight room, locker rooms, a squad room and a training room. The building also provides evidence storage and a garage for police vehicle maintenance.

Green design principles were used throughout the new facility. The existing lighting, flooring and mechanical systems were modified and reused. Street front parking lots were vegetated and used for storm water, retention which reduces heat island effect. Low-flow water fixtures and motion-sensored lighting conserve resources, and a new white EPDM roof will also reduce heat island effect.

The new police facility is a short walk from the town square, giving it a more community presence. The building's site and facade compliment Mount Pleasant's new streetscape design, which was also developed by Shive-Hattery. Historic aspects of Mount Pleasant are strongly featured while integrated with the new Police Station's modern style.

The Mount Pleasant Police Department received \$600,000 in I-jobs funding from the State of Iowa which helped finance over half of the project's cost. This allowed the City to add necessary amenities while preserving funds in the overall city budget for other improvement projects.

**TOTAL PROJECT COST** \$1,170,000

# COMPLETION DATE 2010

### SERVICES PROVIDED

Architectural Design, Construction Administration, Construction Observation, Electrical Engineering, Feasibility Study, Interior Design, Mechanical Engineering, Site Design, Structural Engineering

#### **PROJECT CONTACT**

Brent Schleisman | City Admin. 319.385.1470

## PROJECT EXPERIENCE

## **BOONE COUNTY - Maintenance Facility** | Boone, IA



Boone County, IA was operating three maintenance facilities with various office and administrative space across the County. To become more efficient, the County engaged Shive-Hattery to develop options bringing together these operations into one consolidated maintenance facility.

Shive-Hattery evaluated the County's current facility needs and developed a preliminary building and site program. A report was then developed following the preliminary review outlining existing conditions, feasibility assessments for three options and the associated cost opinions for each.

Boone County is now equipped with the information to make an informed decision for the future of their County maintenance operations.

**TOTAL PROJECT COST** Opinion of Probable Costs Only

**COMPLETION DATE** Design Phase Only

**SERVICES PROVIDED** Architectural Services

**PROJECT CONTACT** Scott Kruse | County Engineer 515.433.0530

## PROJECT EXPERIENCE

## WARREN COUNTY - Maintenance Facility | Indianola, IA



The Warren County's Secondary Roads facility had outlived its current maintenance and storage needs. The Maintenance Building was not sized properly to accommodate the equipment being serviced, the Vehicle Storage Building had major structural deficiencies and the facility lacked a proper wash bay to remove corroding salts from the plows and trucks. Warren County asked Shive-Hattery to design a new state of the art facility southwest of Indianola.

The Facility consists of three buildings; Maintenance, Heated Storage and Cold Storage, along with three material storage buildings. Also, the site has a fueling station, large material storage area and plenty of maneuvering room. Shive-Hattery sized the maintenance bays to accommodate the vehicles without having to remove plows and spreaders. Systems were installed to provide the needed equipment and protection for the staff for them to efficiently perform their duties.

The old Facility did not have heated storage for the vehicles, which meant vehicles had to endure outside elements or were left running during the night. Both measures increased the wear and tear on the vehicles leading to more repairs or premature replacement. The new facility will allow the staff of the vital Warren County Secondary Roads Department to provide efficient service, prolong life of valuable equipment and save taxpayers money.

**TOTAL PROJECT COST** \$4,605,000

**COMPLETION DATE** Est. 2020

**SERVICES PROVIDED** Full Service A&E

**PROJECT CONTACT** David Carroll | County Engineer 515.961.1060

# POLK COUNTY, IA | COMPREHENSIVE EXPERIENCE



### Shive-Hattery has worked with Polk County, IA providing comprehensive services over the last 25 years.

Throughout this time, projects range from large scale institutional projects such as the Polk County Sheriff's Office project to county conservation work providing environmental graphic design services at County Parks across the County. The below lists demonstrates this diverse expertise.

#### POLK COUNTY ADMINISTRATIVE SERVICES

- Crocker Building Assessment
- River Place Exterior Wall Assessment
- Italian American Cultural Center of Iowa
- HR Space Review
- 1900 Carpenter Roof Services
- Roof Analysis Services
- Convention Center Condition Study
- Meyer Hall Classroom Conversion Study
- Juvenile Detention Center Kitchen Remodel
- Central Maintenance Facility Roof Replacement
- Roof Replacements Various Locations
- Eastside Sr. Center-Roof
- 1907 Carpenter Roof Replacement
- Youth Shelter Shingle Roof Replacement
- IA Events Cntr Storm Water Drainage Study
- Administration Roof Replacement
- Norwoodville Comm. Ctr. Roof Level B
- Building Condition Study-70 College Ave

- Westside Community Center
- Window Well Adjustments
- Polk County Jail New Chiller
- Northside Community Center
- Polk County Sheriff's Office
- Medical Examiner Feasibility Study
- Board of Supervisors Office Security
- Foods Distribution and Health Services Center
- Youth Detention Center Study
- Convention Center Building Envelope Study and HVAC Controls Upgrade
- Polk County Juvenile Detention Center
- Polk County Jail

#### **POLK COUNTY CONSERVATION**

- Yellow Banks Park Savanna Interpretive Panel
- Wetlands Interpretation Panels
- Tee Talk Interpretive Panels
- Elk and Bison Interpretive Panel

- Conservation Board Logo
- High Trestle Interpretive Panels
- CIT Riverpoint InfoHub Signage
- PCWLL Program Mgmt
- Yellow Banks Park Improvements
- Fort Des Moines Park Improvements
- Thomas Mitchell Park Improvements
- Chichaqua BG Interpretive
- Mally's & Easter Lake EGD
- Jester Equestrian Master Plan
- Jester Park Advisory Lanes
- Jester Park Wayfinding
- Easter Lake Campground Master Plan
- Jester Park Lodge Improvements
- Jester Golf Course Wetland
- Easter Lake Row House & Concessions Master Plan
- Strasser Woods Signage
- FEMA Misc.Trail Improvements

# POLK COUNTY, IA | COMPREHENSIVE EXPERIENCE







# REFERENCES ---

2400

Ames Fire Station #1

## REFERENCES









**Polk County** | Sheriff's Office John Tyler | Director of General Services 515.286.3120

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City of Ankeny | Senior Community Center David Jones | Administrator 515.963.3520

**City of Waukee** | City Hall Improvements Brad Deets | Development Services Director 515.987.4522

Warren County | Law Enforcement Facility Aaron Dekock | Supervisor 515.961.1060

**Boone County** | Maintenance Facility Scott Kruse | County Engineer 515.433.0530

Your expertise in helping us design our building was invaluable. From the beginning you listened to what we wanted and incorporated it in the design. The materials you recommended have stood up to the test of a public building. The inside still looks like new and the brick design on the outside of the building is a charming addition to our historic downtown. You managed to make a new building look like it has been on the site for years, it blends so seamlessly.

- Patrick Parker, Mayor City of Panora



## DRAFT PROFESSIONAL SERVICES AGREEMENT

**ATTN:** Chelsea Huisman, City Manager **CLIENT:** City of Polk City, IA - 112 Third Street Polk City, IA 50226

PROJECT:City of Polk City – Facility Needs AssessmentPROJECT LOCATION:112 Third Street – Polk City, IA 50226DATE OF AGREEMENT:September 3, 2020

#### **PROJECT DESCRIPTION**

The project is to provide Planning Services for the City of Polk City Facility Needs Assessment. The proposed project master planning will consider:

#### **SCOPE OF SERVICES**

We will provide the following design services for the project in a manner consistent with the terms and conditions of this agreement. The services include Architectural, Civil, Structural, Mechanical, and Electrical engineering design for:

- Per Scope of Work in City of Polk City RFP received 08/19/2020.
- Needs Assessment & Master Planning Phase:
  - Deliverables:
    - Report with findings from study.
    - Site Planning.
    - Conceptual Floor Plans.
    - MEP Narrative.
    - Opinion of probable project costs and project scheduling.

#### **CLIENT RESPONSIBILITIES**

It will be your responsibility to provide the following:

- Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
- Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
- Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
- Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
- Provide Shive-Hattery personnel with access to the site as required.

#### **SCHEDULE**

We will begin our services based on your authorization for us to proceed provided the Agreement is attached.

• We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

#### COMPENSATION

Description	Fee	Fee Type	Reimbursables
Pre-Design Facility Needs Assessment & Master Planning	\$32,000	Hourly w/ Max	\$1,500
			TOTAL \$33,500

#### Fee Types:

• Hourly w/ Max - We will provide the Scope of Services on an hourly rate basis at our Standard Hourly Fee Schedule in effect at the time that the services are performed. We will not exceed the amount(s) without your prior authorization.

#### **Reimbursable Expenses:**

- The Reimbursable Expenses will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expenses are incurred and includes labor charges for hourly travel time.
- The terms of this proposal are valid for 30 day(s) from the date of this proposal.

#### **ADDITIONAL SERVICES**

The following are additional services you may require for your project. We can provide these services but they are not part of this proposal at this time.

• Implementation of Master Plan future projects.

#### OTHER TERMS STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery June 2020

**PARTIES -** "S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery or Shive-Hattery New Jersey, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

**LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES -** The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs , in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability above, the CLIENT waives. CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

**INDEMNIFICATION -** Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and **employees**.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

**HAZARDOUS MATERIALS - INDEMNIFICATION-** To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

**STANDARD OF CARE**- Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

**BETTERMENT** - The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component

of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

**RIGHT OF ENTRY** - The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

**PAYMENT-** Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

**TERMINATION-** Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

**INFORMATION PROVIDED BY OTHERS-** S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs , expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

**CONTRACTOR MATTERS-** CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

**SHOP DRAWING REVIEW -** If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

**OPINIONS OF PROBABLE COST** - If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

**CONSTRUCTION OBSERVATION -** If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project. S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

**OTHER SERVICES** - The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

**OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE** - All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

**DISPUTE RESOLUTION -** If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

**EXCUSABLE EVENTS** - S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended guarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

**ASSIGNMENT -** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

**SEVERABILITY, SURVIVAL AND WAIVER -** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

**GOVERNING LAW** - This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

**EQUAL EMPLOYMENT OPPORTUNITY** - It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance

of the job with or without accommodation.

**COMPLETE AGREEMENT -** This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

**ACCEPTANCE** - Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

#### AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely, SHIVE-HATTERY, INC.

Fonald I. Hinds

Ronald L. Hinds, Project Manager rhinds@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Polk City, IA (or designee)

BY:

TITLE:

PRINTED NAME:

DATE ACCEPTED:

### **COMPENSATION:**

#### Our proposed fees for Phase 1 are based upon an Hourly w/Maximum:

We will provide the included scope of services at our Standard Hourly Fee Schedule in affect at the time these services are performed. We will not exceed these amounts without your prior written approval.

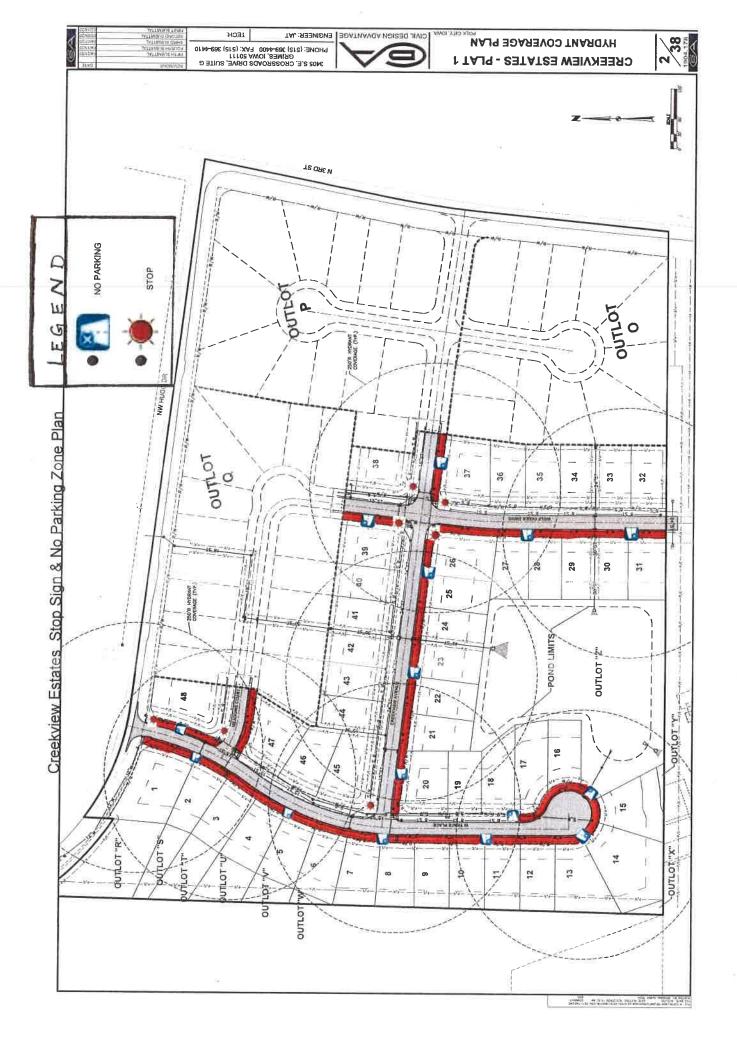
Master Planning & Report	\$32,000
Expenses	\$1,500
Total Fee	\$33,500

### **STANDARD HOURLY FEE SCHEDULE**

Effective January 1, 2020 to December 31, 2020

PROFESSIO	NAL STAFF:	TECHNICAL STAFF:	
Grade 1	\$90.00	Grade 1	\$63.00
Grade 2	\$109.00	Grade 2	\$78.00
Grade 3	\$122.00	Grade 3	\$88.00
Grade 4	\$136.00	Grade 4	\$95.00
Grade 5	\$150.00	Grade 5	\$108.00
Grade 6	\$163.00	Grade 6	\$122.00
Grade 7	\$177.00	Grade 7	\$137.00
Grade 8	\$195.00		
Grade 9	\$210.00	Admin. Staff	\$62.00







## Memo

Date 9/14/20

CreekView Estates Plat 1 stop and no parking zones.

Stop Sign Additions

- 1) The entrance from Meadows Court to W. Trace Place.
- 2) The entrance from CreekView Avenue to W. Trace Place.
- 3) The entrance from W. Trace Place to Hugg Drive.

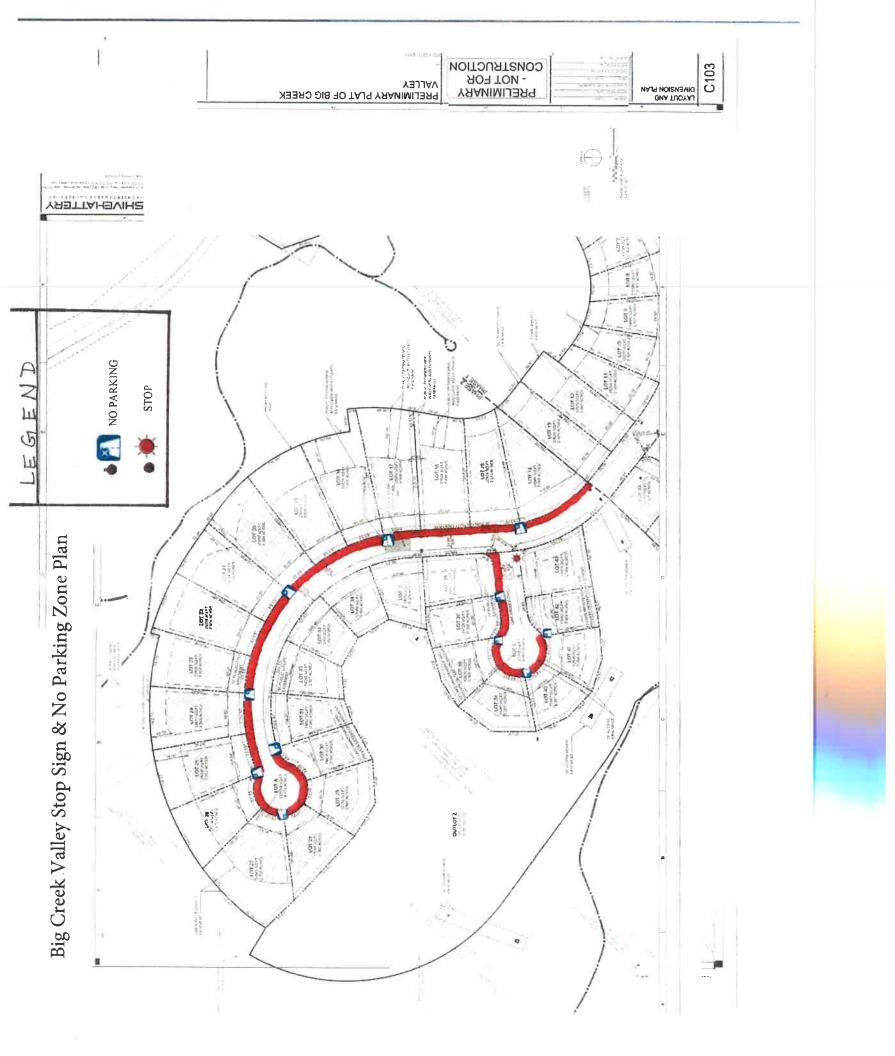
Four-way stop Additions:

1) Intersection of CreekView Avenue and Wolf Creek Drive

No Parking Zones:

- 1) W. Trace Place on the West side from Hugg Drive through the cul-de-sac.
- 2) W. Trace Place on the East side from Hugg Drive to Meadows Court.
- 3) Meadows Court on the Southside from W. Trace Place to Wolf Creek Drive.
- 4) CreekView Avenue on the south side from W. Trace Place to North Third Street.
- 5) Wolf Creek Drive on the south and westerly side from North Third Street to Meadows Court. (We need to delete line 58 in the no parking zone ordnance and replace with this #5)





## Memo

Date 9/14/20

Big Creek Valley Plat 2 stop and no parking zones.

Stop Sign Additions:

1) The entrance from Oak Valley Circle to Timber Valley Drive,

No Parking Zones:

1) Oak Valley Circle on the north side through the cul-de-sac.

#### **ORDINANCE NO. 2020-1600**

#### AN ORDINANCE AMENDING CHAPTER 65, STOP OR YIELD REQUIRED, SECTION 65.02 AND SECTION 65.03 AND CHAPTER 69, PARKING REGULATIONS, SECTION 69.08, NO PARKING ZONES

**BE IT ORDAINED** by the City Council of the City of Polk City, Iowa, that:

**Section 1.** Chapter 65, of the Polk City Code of Ordinances; Stop or Yield Required, Section 65.02, Stop Required, is hereby amended by adding section #167, #168, #169 and #170:

#167 The entrance from Oak Valley Circle to Timber Valley Drive

#168 The entrance from Meadows Court to W. Trace Place

#169 The entrance from Creek View Avenue to W. Trace Place

#170 The entrance from W. Trace Place to Hugg Dr.

**Section 2.** Chapter 65, of the Polk City Code of Ordinances; Stop or Yield Required, Section 65.03, Four-Way Stop Intersections, is hereby amended by adding section #6:

#6 Intersection of Creek View Avenue and Wolf Creek Drive

**Section 3.** Chapter 69, of the Polk City Code of Ordinances; Parking Regulations, Section 69.08, No Parking Zones, is hereby amended by the following:

- a) adding sections #147, #148, #149, #150, and #151:
  - #147 Oak Valley Circle on the north side through the cul-de-sac
  - #148 W. Trace Place on the West side from Hugg Drive through the culde-sac
  - #149 W. Trace Place on the East side from Hugg Drive to Meadows Court
  - #150 Meadows Court on the South side from W. Trace Place to North Third Street
  - #151 Creek View Avenue on the South side from W. Trace Place to North Third Street
- b) deleting section #58 and inserting the following:
  - #58 Wolf Creek Drive on the south and westerly side from North Third Street to Meadows Court

**Section 4.** All Ordinances or parts of any Ordinance in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict.

Section 5. This Ordinance shall be in full force after its passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____ 2020.

ATTEST:

Jason Morse, Mayor

Jenny Gibbons, City Clerk

First Reading: Second Reading: Third Reading: Date Adopted: Date of Publication by posting:

#### **ORDINANCE NO. 2020-1500**

#### AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF POLK CITY, IOWA, BY REZONING 31.8 ACRES LOCATED AT EAST OF 220 E VISTA LAKE AVENUE KNOWN AS BIG CREEK TECHNOLOGY CAMPUS FROM ZONING CLASSIFICATION OF M-1, C-2, R-2 AND R-3 TO R-1, SINGLE FAMILY DETACHED

**WHEREAS**, on the 17th day of August 2020, the Planning and Zoning Commission of the City of Polk City, Iowa, recommended to the City Council that the property legally described as:

#### M-1

ALL OF LOT 1 AND A PART OF LOT 'A', BIG CREEK TECHNOLOGY CAMPUS PLAT 3, AN OFFICIAL PLAT, AND A PART OF AUDITOR'S PARCEL "L" AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 12998, PAGE 269, ALL IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00°02'13" WEST ALONG THE WEST LINE OF SAID LOT 1 AND THE WEST LINE OF SAID LOT 'A', 378.18 FEET TO THE CENTERLINE OF EAST VISTA LAKE AVENUE; THENCE SOUTH 89°58'48" EAST ALONG SAID CENTERLINE, 250.00 FEET TO THE EAST LINE OF SAID LOT 'A'; THENCE CONTINUING SOUTH 89°58'48" EAST, 91.92 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 123.83 FEET AND WHOSE CHORD BEARS NORTH 86°28'22" EAST, 123.75 FEET; THENCE SOUTH 07°04'29" EAST, 214.30 FEET; THENCE SOUTH 89°58'48" EAST, 62.50 FEET; THENCE NORTH 70°01'12" EAST, 344.74 FEET; THENCE NORTH 71°34'40" WEST, 205.63 FEET; THENCE SOUTH 89°58'47" EAST, 215.73 FEET; THENCE SOUTH 00°07'19" EAST, 357.46 FEET; THENCE NORTH 89°55'17" WEST, 1289.65 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.43 ACRES (410,643 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

#### C-2

A PART OF PARCEL "L" AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 12998, PAGE 269, BEING A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 'A', BIG CREEK TECHNOLOGY CAMPUS PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°58'48" EAST ALONG THE SOUTH LINE OF SAID BIG CREEK TECHNOLOGY CAMPUS PLAT 1, A DISTANCE OF 482.15 FEET; THENCE SOUTH 00°04'43" WEST, 388.14 FEET; THENCE NORTH 89°55'17" WEST, 440.09 FEET TO THE CENTERLINE OF N. 3RD/ STREET; THENCE NORTH 10°40'57" WEST ALONG SAID CENTERLINE, 12.35 FEET; THENCE NORTHERLY CONTINUING ALONG SAID CENTERLINE AND A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 2292.00 FEET, WHOSE ARC LENGTH IS 378.04 FEET AND WHOSE CHORD BEARS NORTH 05°57'51" WEST, 377.61 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.16 ACRES (181,022 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD. R-2 AREA 'B'

A PART OF PARCEL "L" AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 12998, PAGE 269, BEING A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "L", ALSO BEING THE NORTHWEST CORNER OF DORFRANK ACRES PLAT NO. 1; THENCE NORTH 10°21'41" WEST ALONG THE CENTERLINE OF N. 3RD STREET, 183.31 FEET; THENCE SOUTH 89°55'17" EAST, 794.45 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 00°03'15" EAST ALONG SAID EAST LINE, 180.00 FEET TO THE SOUTH LINE OF SAID PARCEL "L"; THENCE NORTH 89°56'32" WEST ALONG SAID SOUTH LINE, 761.65 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.22 ACRES (140,159 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

#### R-2 AREA 'A'

A PART OF PARCEL "L" AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 12998, PAGE 269, BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BIG CREEK TECHNOLOGY CAMPUS PLAT 3, AN OFFICIAL PLAT; THENCE SOUTH 89°55'39" EAST ALONG THE SOUTH LINE OF SAID LOT 1 AND THE EASTERLY EXTENSION THEREOF, 1291.19; THENCE SOUTH 00°07'19" EAST, 388.50 FEET; THENCE NORTH 89°55'17" WEST, 1291.65 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 00°03'15" WEST ALONG SAID WEST LINE, 388.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.52 ACRES (501,626 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD. R-3

A PART OF PARCEL "L" AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 12998, PAGE 269, BEING A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BIG CREEK TECHNOLOGY CAMPUS PLAT 2, AN OFFICIAL PLAT; THENCE SOUTH 00°03'15" EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 388.50 FEET; THENCE NORTH 89°55'17" WEST, 355.40 FEET; THENCE NORTH 00°04'43" EAST, 388.14 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89°58'48" EAST ALONG SAID SOUTH LINE, 354.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.16 ACRES (137,834 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

be considered for rezoning 31.8 acres, located east of 220 E Vista Lake Avenue known as Big Creek Technology Campus from zoning classification of M-1, C-2, R-2, and R-3 to R-1, Single Family Detached.

**WHEREAS**, on the 14th day of September 2020, after due notice and hearing as provided by law, the City Council now deems it reasonable and appropriate to rezone said property.

# NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF POLK CITY, IOWA:

**Section 1:** That the Municipal Code of the City of Polk City, Iowa, be and is hereby amended by rezoning the property described above from M-1, C-2, R-2, and R-3 to R-1, Single Family Detached.

**Section 2:** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 3:** This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

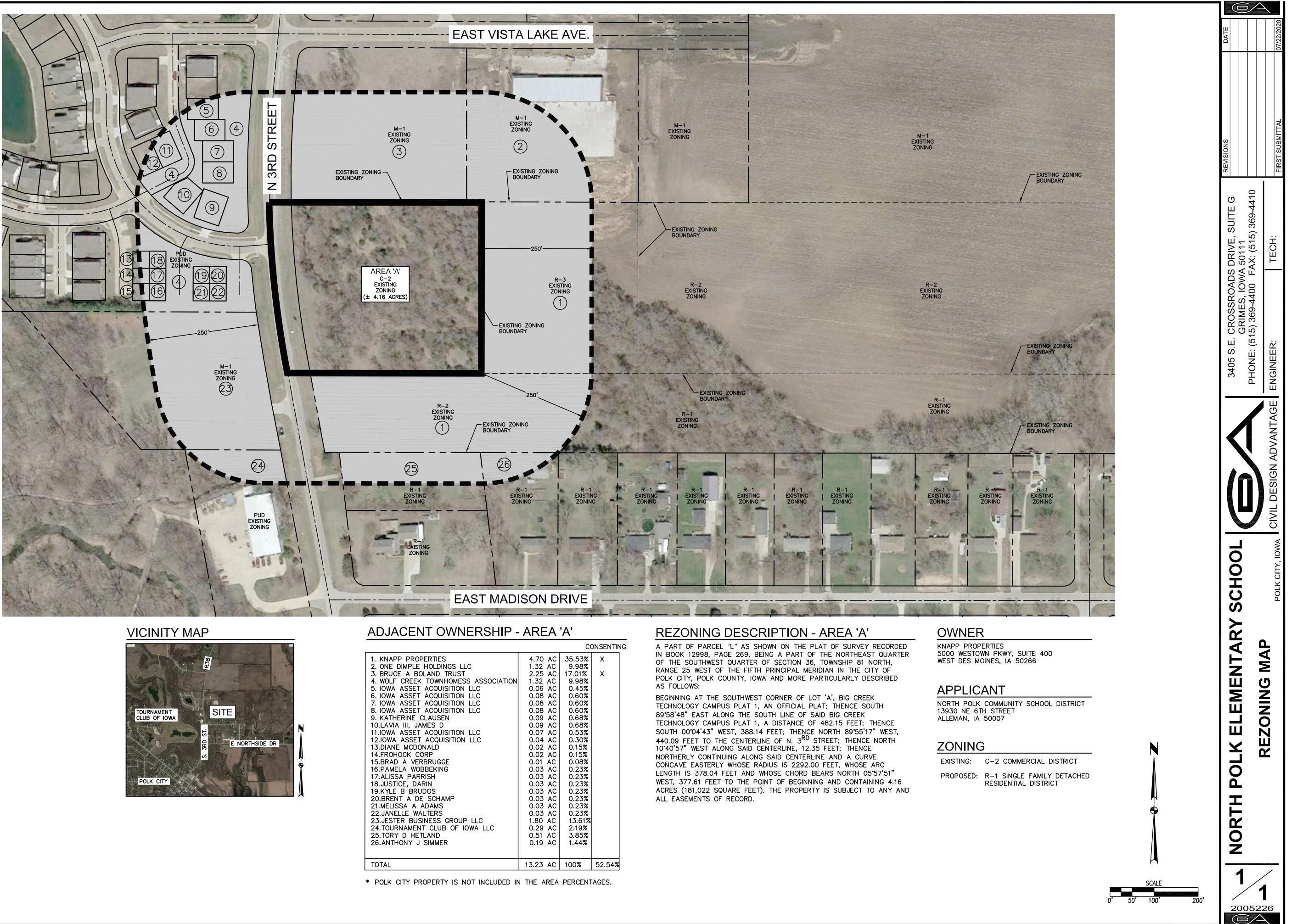
PASSED AND APPROVED this _____ of _____ 2020.

ATTEST:

Jason Morse, Mayor

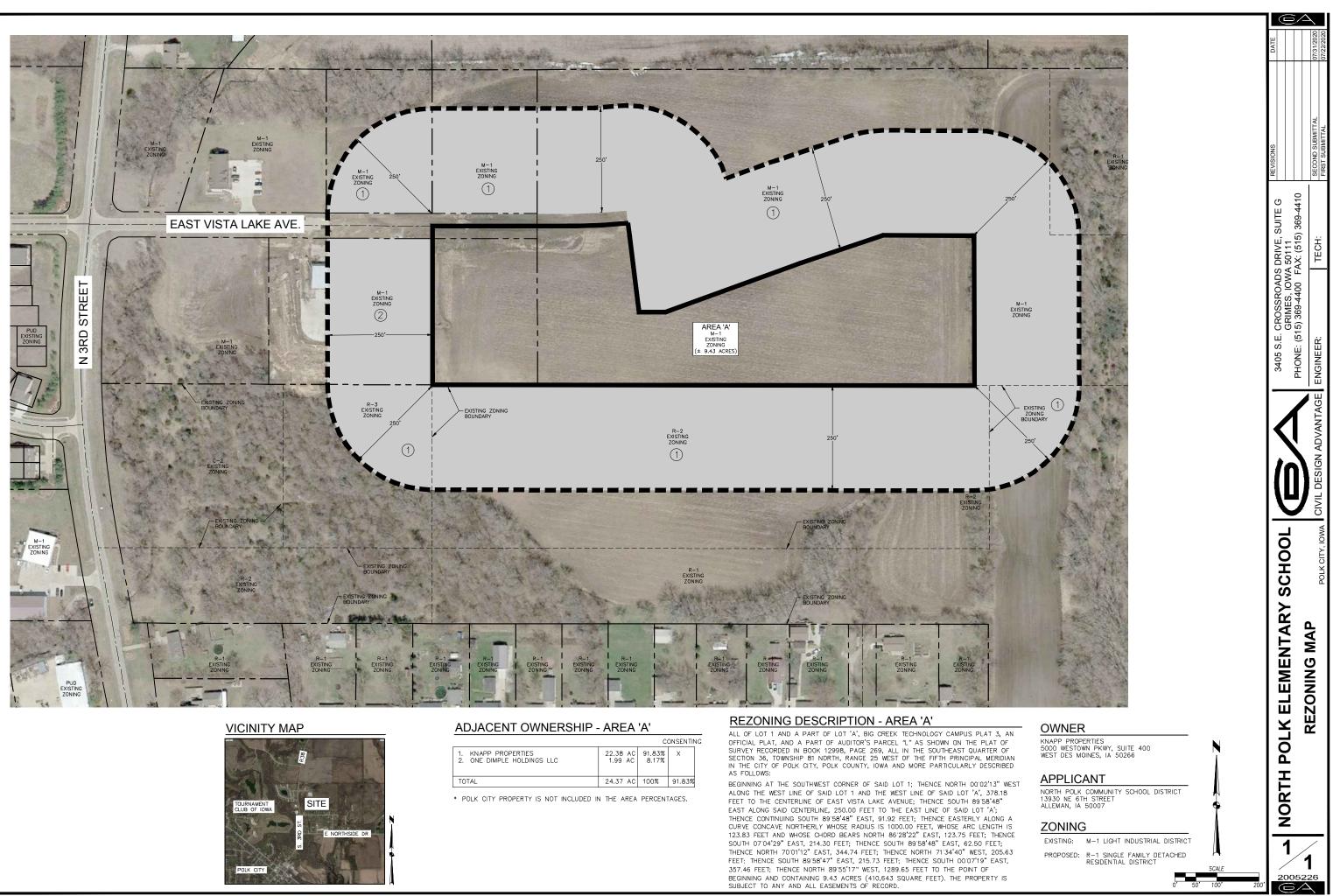
Jenny Gibbons, City Clerk

First Reading: Second Reading: Third Reading: Date of Publication:



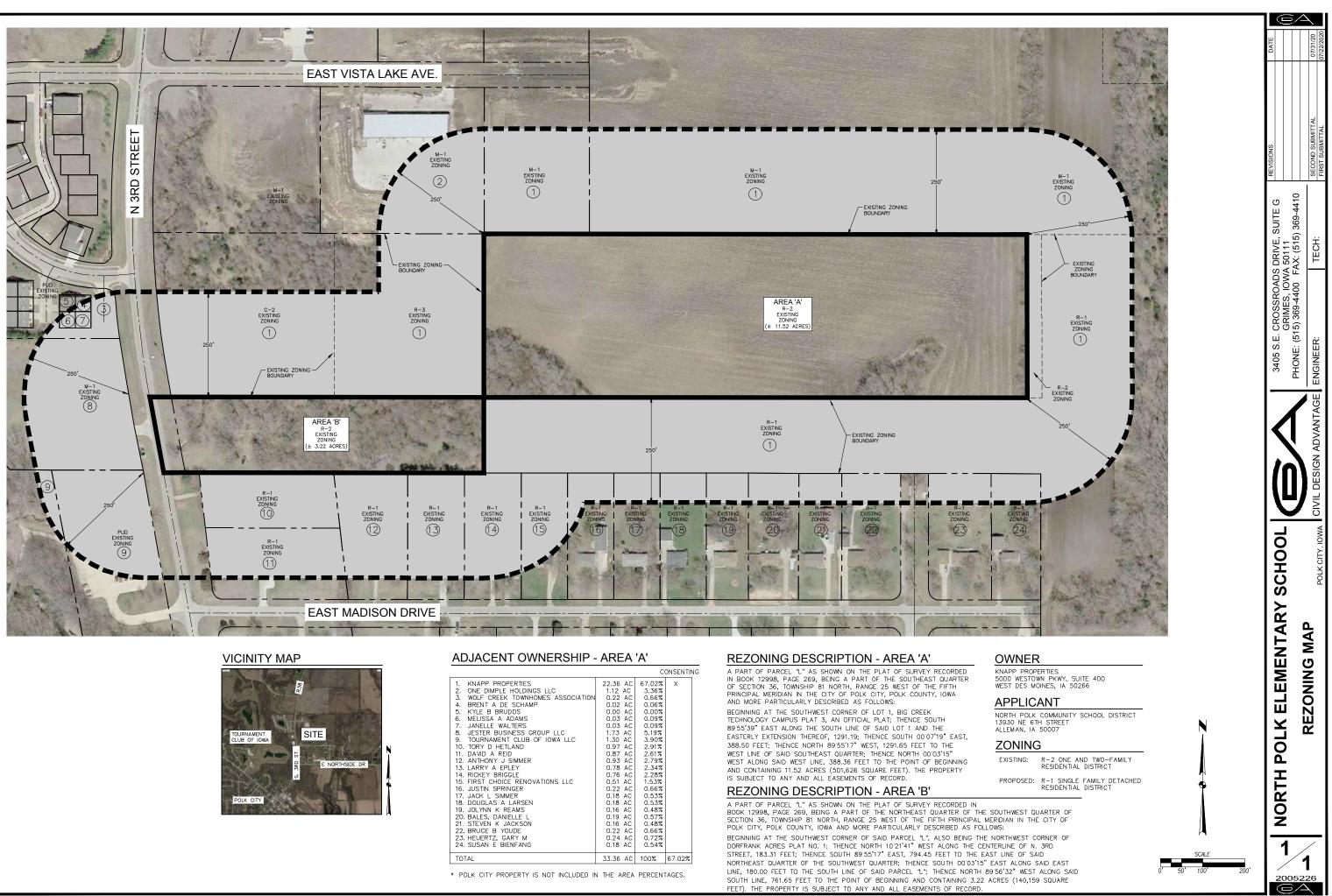


		C	ONSENTIN
1. KNAPP PROPERTIES	4.70 AC	35.53%	Х
2. ONE DIMPLE HOLDINGS LLC	1.32 AC	9.98%	
3. BRUCE A BOLAND TRUST	2.25 AC	17.01%	X
4. WOLF CREEK TOWNHOMESS ASSOCIATION	1.32 AC	9.98%	
5. IOWA ASSET ACQUISITION LLC	0.06 AC	0.45%	
6. IOWA ASSET ACQUISITION LLC	0.08 AC	0.60%	
7. IOWA ASSET ACQUISITION LLC	0.08 AC	0.60%	
8. IOWA ASSET ACQUISITION LLC	0.08 AC	0.60%	
9. KATHERINE CLAUSEN	0.09 AC	0.68%	
10.LAVIA III, JAMES D	0.09 AC	0.68%	
11.IOWA ASSET ACQUISITION LLC	0.07 AC	0.53%	
12.IOWA ASSET ACQUISITION LLC	0.04 AC	0.30%	
13.DIANE MCDONALD	0.02 AC	0.15%	
14.FROHOCK CORP	0.02 AC	0.15%	
15.BRAD A VERBRUGGE	0.01 AC	0.08%	
16.PAMELA WOBBEKING	0.03 AC	0.23%	
17.ALISSA PARRISH	0.03 AC		
18.JUSTICE, DARIN	0.03 AC	0.23%	
19.KYLE B BRUDOS	0.03 AC	0.23%	
20.BRENT A DE SCHAMP	0.03 AC	0.23%	
21.MELISSA A ADAMS	0.03 AC	0.23%	
22.JANELLE WALTERS	0.03 AC	0.23%	
23.JESTER BUSINESS GROUP LLC	1.80 AC	13.61%	
24.TOURNAMENT CLUB OF IOWA LLC	0.29 AC	2.19%	
25.TORY D HETLAND	0.51 AC	3.85%	
26.ANTHONY J SIMMER	0.19 AC	1.44%	
TOTAL	13.23 AC	100%	52.54%



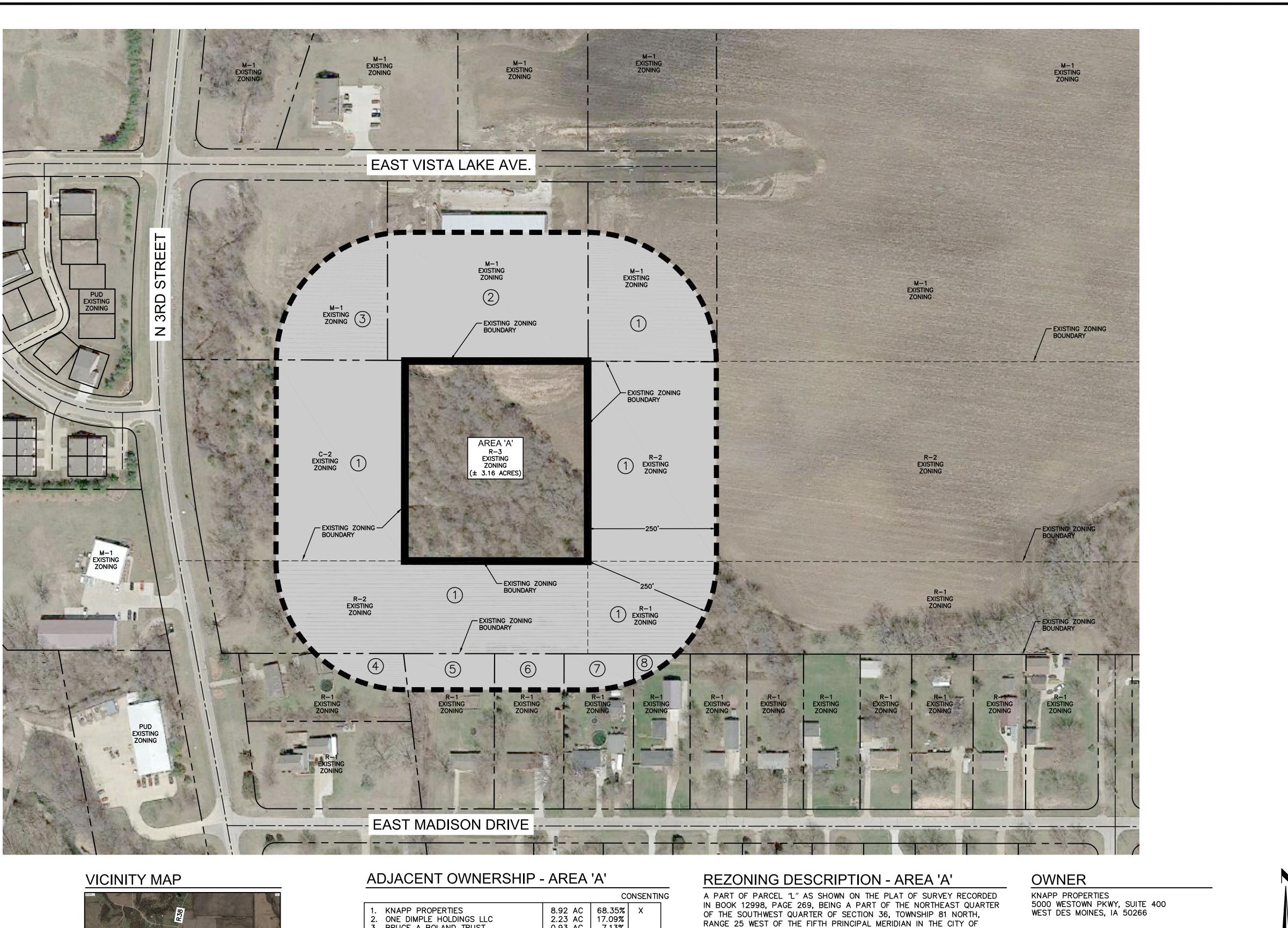


		U	JNSENTIN
1. KNAPP PROPERTIES 2. ONE DIMPLE HOLDINGS LLC	22.38 AC 1.99 AC		×
TOTAL	24.37 AC	100%	91.83%





		C	ONSENTIN
<ol> <li>KNAPP PROPERTIES</li> <li>ONE DIMPLE HOLDINGS LLC</li> <li>WOLF CREEK TOWNHOMES ASSOCIATION</li> <li>BRENT A DE SCHAMP</li> <li>KYLE B BRUDOS</li> <li>MELISSA A ADAMS</li> <li>JANELLE WALTERS</li> <li>JESTER BUSINESS GROUP LLC</li> <li>TOURNAMENT CLUB OF IOWA LLC</li> <li>TOURD HETLAND</li> <li>DAVID A REID</li> <li>LARTY A EPLEY</li> <li>KICKEY BRIGGLE</li> <li>FIRST CHOICE RENOVATIONS LLC</li> <li>JUSTIN SPRINGER</li> <li>JOLYNN K REAMS</li> <li>DALYNN K REAMS</li> <li>DALYNN K REAMS</li> <li>DALYNN K REAMS</li> <li>BOLYNN K REAMS</li> <li>BACK DALKSON</li> <li>SHENE BIENFANG</li> <li>SUSAN E BIENFANG</li> </ol>	0.02 AC 0.00 AC 0.03 AC 0.03 AC 0.03 AC 0.97 AC 0.97 AC 0.97 AC 0.97 AC 0.78 AC 0.78 AC 0.18 AC 0.18 AC 0.19 AC 0.19 AC 0.19 AC 0.24 AC 0.18 AC	$\begin{array}{c} 0.00\%\\ 0.09\%\\ 0.09\%\\ 5.19\%\\ 2.91\%\\ 2.61\%\\ 2.34\%\\ 2.28\%\\ 2.53\%\\ 0.65\%\\ 0.53\%\\ 0.53\%\\ 0.55\%\\ 0.48\%\\ 0.57\%\\ 0.48\%\\ 0.57\%\\ 0.48\%\\ 0.57\%\\ 0.48\%\\ 0.57\%\\ 0.48\%\\ 0.57\%\\ 0.48\%\\ 0.57\%\\ 0.48\%\\ 0.57\%\\ 0.48\%\\ 0.57\%\\ 0.48\%\\ 0.57\%\\ 0.48\%\\ 0.57\%\\ 0.48\%\\ 0.57\%\\ 0.48\%\\ 0.57\%\\ 0.48\%\\ 0.57\%\\ 0.53\%\\ 0.53\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.55\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5\%\\ 0.5$	×
TOTAL	33.36 AC	100%	67.02%





		C	ONSENTIN
<ol> <li>KNAPP PROPERTIES</li> <li>ONE DIMPLE HOLDINGS LLC</li> <li>BRUCE A BOLAND TRUST</li> <li>TORY D HETLAND</li> <li>ANTHONY J SIMMER</li> <li>LARRY A EPLEY</li> <li>RICKEY BRIGGLE</li> <li>FIRST CHOICE RENOVATIONS LLC</li> </ol>	8.92 AC 2.23 AC 0.93 AC 0.20 AC 0.28 AC 0.22 AC 0.21 AC 0.06 AC	68.35% 17.09% 7.13% 1.53% 2.15% 1.69% 1.61% 0.46%	X
TOTAL	13.05 AC	100%	68.35%

* POLK CITY PROPERTY IS NOT INCLUDED IN THE AREA PERCENTAGES.

POLK CITY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BIG CREEK TECHNOLOGY CAMPUS PLAT 2, AN OFFICIAL PLAT; THENCE SOUTH 00°03'15" EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 388.50 FEET; THENCE NORTH 89°55'17" WEST, 355.40 FEET; THENCE NORTH 00°04'43" EAST, 388.14 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89'58'48" EAST ALONG SAID SOUTH LINE, 354.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.16 ACRES (137,834 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

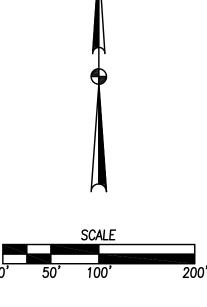


# **APPLICANT**

NORTH POLK COMMUNITY SCHOOL DISTRICT 13930 NE 6TH STREET ALLEMAN, IA 50007

## ZONING

EXISTING:	R-3 MULTIPLE-FAMILY RESIDENTIAL DISTRICT
PROPOSED:	R-1 SINGLE FAMILY DETACHED RESIDENTIAL DISTRICT





Date September 18, 2020

*To:* Chelsea Huisman City of Polk City P.O. Box 426 Polk City, IA 50226-0426

INVOICE	SUMMARY	- JULY	SERVICES
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Services from July 1, 2020 through July 31, 2020

GENERAL ENGINEERING			
2020 General Engineering	120.0001	\$	2,167.00
Council Meetings, P&Z meeting, and coordination with staff re: agendas, resolutions, minutes.			
Building and Development issues:	120.0001	\$	4,186.25
Meetings and coordination with developers, engineers, building inspector, and staff regarding various potential and ongoing projects including zoning and PUD issues, site development, subdivisions, floodplain regulations, and building permits.			
Water Dept:	120.0001	\$	709.75
Research and update cost opinions for Capital Improvements Program.			
Sanitary Sewer Dept:	120.0001	\$	98.50
Coordinate with developers' regarding trunk sewer project status. Research and provide sanitary sewer as-builts.			
Miscellaneous Projects:	120.0001	\$	6,506.00
Projects include concept for N. 3rd St./Van Dorn crosswalk and improvements to sidewalk at City Hall; Timberline Drive drainage ditch; and research and update costs of streets, trails, and parks projects for CIP.			
SUBTOTAL		\$	13,667.50
		\$	13,667.50
SUBTOTAL	118.0330	<b>\$</b> \$	-
SUBTOTAL CAPITAL IMPROVEMENT PROJECTS 3rd Street & Bridge Road Intersection Improvements Subdivision Ordinance Update	118.0330 119.0835		- 1,200.00
SUBTOTAL CAPITAL IMPROVEMENT PROJECTS 3rd Street & Bridge Road Intersection Improvements			-
SUBTOTAL CAPITAL IMPROVEMENT PROJECTS 3rd Street & Bridge Road Intersection Improvements Subdivision Ordinance Update SUBTOTAL			- 1,200.00
SUBTOTAL CAPITAL IMPROVEMENT PROJECTS 3rd Street & Bridge Road Intersection Improvements Subdivision Ordinance Update SUBTOTAL REIMBURSABLE DEVELOPMENT REVIEW PROJECTS		\$ \$ <b>\$</b>	- 1,200.00
SUBTOTAL CAPITAL IMPROVEMENT PROJECTS 3rd Street & Bridge Road Intersection Improvements Subdivision Ordinance Update SUBTOTAL	119.0835		1,200.00 <b>1,200.00</b>
SUBTOTAL CAPITAL IMPROVEMENT PROJECTS 3rd Street & Bridge Road Intersection Improvements Subdivision Ordinance Update SUBTOTAL REIMBURSABLE DEVELOPMENT REVIEW PROJECTS 206 E. Broadway Rezoning and PUD Master Plan	119.0835	\$\$ \$	1,200.00 <b>1,200.00</b> 812.00
SUBTOTAL CAPITAL IMPROVEMENT PROJECTS 3rd Street & Bridge Road Intersection Improvements Subdivision Ordinance Update SUBTOTAL REIMBURSABLE DEVELOPMENT REVIEW PROJECTS 206 E. Broadway Rezoning and PUD Master Plan Big Creek Technology Campus Plat 4: Pre Plat, Const Dwgs, Final Plat Big Creek Technology Campus Plat 5: Pre Plat, Final Plat Big Creek Valley Plat 2: Construction Observation, Change Order	119.0835 120.0634 120.0437	\$\$\$ \$\$ \$\$ \$\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,200.00 1,200.00 812.00 1,750.00 500.00 10,249.00
SUBTOTAL CAPITAL IMPROVEMENT PROJECTS 3rd Street & Bridge Road Intersection Improvements Subdivision Ordinance Update SUBTOTAL REIMBURSABLE DEVELOPMENT REVIEW PROJECTS 206 E. Broadway Rezoning and PUD Master Plan Big Creek Technology Campus Plat 4: Pre Plat, Const Dwgs, Final Plat Big Creek Technology Campus Plat 5: Pre Plat, Final Plat Big Creek Valley Plat 2: Construction Observation, Change Order Creekview Estates Plat 1: Construction Observation, Final Plat	119.0835 120.0634 120.0437 120.0718 120.0340 119.0842	\$\$\$ <b>\$</b> \$\$\$\$\$\$	1,200.00 1,200.00 812.00 1,750.00 500.00 10,249.00 5,565.00
SUBTOTAL CAPITAL IMPROVEMENT PROJECTS 3rd Street & Bridge Road Intersection Improvements Subdivision Ordinance Update SUBTOTAL REIMBURSABLE DEVELOPMENT REVIEW PROJECTS 206 E. Broadway Rezoning and PUD Master Plan Big Creek Technology Campus Plat 4: Pre Plat, Const Dwgs, Final Plat Big Creek Technology Campus Plat 5: Pre Plat, Final Plat Big Creek Valley Plat 2: Construction Observation, Change Order Creekview Estates Plat 1: Construction Observation, Final Plat Polk City Storage Phase 2 (Building): Site Plan Amendment	119.0835 120.0634 120.0437 120.0718 120.0340 119.0842 120.0475	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,200.00 1,200.00 812.00 1,750.00 500.00 10,249.00 5,565.00 250.00
SUBTOTAL CAPITAL IMPROVEMENT PROJECTS 3rd Street & Bridge Road Intersection Improvements Subdivision Ordinance Update SUBTOTAL REIMBURSABLE DEVELOPMENT REVIEW PROJECTS 206 E. Broadway Rezoning and PUD Master Plan Big Creek Technology Campus Plat 4: Pre Plat, Const Dwgs, Final Plat Big Creek Technology Campus Plat 5: Pre Plat, Final Plat Big Creek Valley Plat 2: Construction Observation, Change Order Creekview Estates Plat 1: Construction Observation, Final Plat Polk City Storage Phase 2 (Building): Site Plan Amendment Twelve Oaks Plat 3: Final Plat, Construction Observation	119.0835 120.0634 120.0437 120.0718 120.0340 119.0842	\$\$ <b>\$</b> \$\$ \$\$ \$\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,200.00 1,200.00 1,200.00 1,750.00 500.00 10,249.00 5,565.00 250.00 4,196.00
SUBTOTAL CAPITAL IMPROVEMENT PROJECTS 3rd Street & Bridge Road Intersection Improvements Subdivision Ordinance Update SUBTOTAL REIMBURSABLE DEVELOPMENT REVIEW PROJECTS 206 E. Broadway Rezoning and PUD Master Plan Big Creek Technology Campus Plat 4: Pre Plat, Const Dwgs, Final Plat Big Creek Technology Campus Plat 5: Pre Plat, Final Plat Big Creek Valley Plat 2: Construction Observation, Change Order Creekview Estates Plat 1: Construction Observation, Final Plat Polk City Storage Phase 2 (Building): Site Plan Amendment	119.0835 120.0634 120.0437 120.0718 120.0340 119.0842 120.0475	\$\$\$ <b>\$</b> \$\$\$\$\$\$\$\$\$\$\$\$\$	1,200.00 1,200.00 812.00 1,750.00 500.00 10,249.00 5,565.00 250.00