



Tentative Meeting Agenda

Notice of Meeting | Polk City | City Council Meeting

May 26, 2015 | 6:30 pm | City Hall | Council Chambers

Jason Morse | Mayor

David Dvorak | Mayor Pro-Tem

Council Members: Rob Mordini | Rob Sarchet | Dan Lane | Ron Anderson

1. *Call to Order*
2. *Roll Call*
3. *Approval of Agenda*
4. *Audience: Items not on the agenda will be discussed at this time.*
5. Consent Items
 - A. Consent Action Items
 1. Consider motion to approve the City Council Meeting Minutes for May 11, 2015.
 2. Consider motion to approve the May 26, 2015, Claims Statement.
 3. Consider motion to approve the April 2015, Financial Statement.
 4. Consider motion to receipt and file the Planning and Zoning Commission Meeting Minutes for May 18, 2015.
 5. Consider approval to close Waldo Street on Saturday, June 13, 2015, from 6:00 am to 4:00 pm for the Maurice Austin Estate Sale at 801 Waldo Street.
 6. Consider motion to approve the Iowa retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor request for Fareway Store, Inc. #137.
 7. Consider motion to approve the Tournament Club of Iowa LLC. Class-C Liquor License with outside sales.
 8. Consider motion to approve Dottie's Landmark Bar & Grill LLC. Class-C Liquor License outside sales.
 9. Informational: Library
6. New Business
 - A. New Business Action Items
 1. Public Hearing for Fiscal Year 2014/2015 Budget Amendment at 6:30 pm.
 2. Consider motion to approve Resolution 2015-34 adopting the Fiscal Year 2014/2015 Budget Amendment.
 3. Public Hearing for the Urban Renewal Plan Area II; Amendment No. 2 at 6:30 pm.
 4. Consider motion to approve Resolution 2015-35 Determining and area of the City to be an Economic Development Area, and that the Rehabilitation, Conservation, Redevelopment, Development, or a Combination Thereof, of such area is necessary in the interest of the Public Health, Safety, or Welfare of the Residents of the City; Designating such area as Appropriate for the Urban Renewal Projects; and Adopting Amendment No. 2 to the Polk City Area II Urban Renewal Plan.
 5. Public Hearing for the Proposed Tax Increment Financing Agreement and Minimum Assessment Agreement with Polk City Bridge Pointe LLC.

6. Consider motion to approve Resolution 2015-36 adopting the Tax Increment Financing Agreement and Minimum Assessment Agreement with Polk City Bridge Point LLC.
7. Consider motion to approve the Medical Director Contract as required by Iowa Code Chapter 147A in the amount of \$2000.00.
8. Consider motion to approve Resolution 2015 – 37 setting a Public Hearing for the Rezoning of a Portion of Deer Haven from R-2 to Planned Unit Development (PUD) Master Plan.
9. Consider motion to approve Resolution 2015-38 setting a Public Hearing for the Amendment of Zoning Ordinance that would restrict additional religious facilities from being permitted in the C-2 Zoning District.
10. Consider motion to approve Resolution 2015-39 for the March 2015, Snyder & Associates Invoice.
11. Consider motion to approve Resolution 2015-40 of the 28 E Agreement for Mutual Assistance for Polk County Fire/Rescue Services.
12. Information Polk City Comprehensive Plan; review draft Goals and Objectives
13. Consider motion to approve Resolution 2015-41 the Memorandum of Understanding (MOU) for the Central Iowa Code Consortium.

7. Old Business

A. Old Business Action Items

1. Ordinance No 2015-400 approving 3rd reading Amending Chapter 92, Water Rates, Section 92.02, Rates for Service by Amending the Rate and Adding Two New Rate Classifications, Domestic and Irrigation/Garden; and Amending Chapter 99, Section 99.02 by Adding a New Sewer Rate.
2. Consider motion to approve the removal of Ben Nissin as a deferred item until further notice.

8. Mayor's Report

9. Council Report

1. Dave Dvorak
2. Rob Sarchet
3. Rob Mordini
4. Ron Anderson
5. Dan Lane

10. Council Discussion

11. City Administrator Report

12. City Reports

1. Attorney's Report
2. Engineer's Report
3. Public Works Report
4. Information Technology Report
5. Library Report
6. Police Department Report
7. Fire Department Report
8. Citizen Liaison Report

13. Adjournment – Next meeting June 8, 2015

ISSUE: APPROVAL OF CONSENT ACTION ITEMS

VOTE: Consider approval of the consent items.

1. Consider motion to approve the City Council Meeting Minutes for May 11, 2015.
2. Consider motion to approve the May 26, 2015, Claims Statement.
3. Consider motion to approve the April 2015, Financial Statement.
4. Consider motion to receipt and file the Planning and Zoning Commission Meeting Minutes for May 18, 2015.
5. Consider approval to close Waldo Street on Saturday, June 13, 2015, from 6:00 am to 4:00 pm for the Maurice Austin Estate Sale at 801 Waldo Street.
6. Consider motion to approve the Iowa retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor request for Fareway Store, Inc. #137.
7. Consider motion to approve the Tournament Club of Iowa LLC. Class-C Liquor License with outside sales.
8. Consider motion to approve Dottie's Landmark Bar & Grill LLC. Class-C Liquor License outside sales.

RECOMMENDATION:

Approve the consent items of May 26, 2015.

STAFF CONTACT:

Jennifer Ratcliff, jratcliff@polkcity.org;
(515) 984-6233.

MEETING MINUTES
The City of Polk City
City Council Meeting
6:30 p.m., Monday, May 11, 2015
City Hall

Polk City, City Council held a meeting at 6:30 p.m., on May 11, 2015. Before the meeting, staff emailed agenda packets to the City Council and posted the agenda at the City Hall office at 3:00 p.m., May 8, 2015. **In addition to these published tentative minutes, there also may be additional meeting notes on file with the Polk City staff that are public records and available upon request as provided by law. These tentative minutes reflect all action taken at the meeting.**

City Council Members Present:

Dave Dvorak | Mayor Pro Tem
Robert Mordini | City Council Member
Dan Lane | City Council Member
Ron Anderson | City Council Member

City Council Members Absent:

Jason Morse | Mayor
Robert Sarchet | City Council Member

Staff Members Present:

Gary Mahannah | City Administrator
Jenny Gibbons | Deputy City Clerk
Mike Schulte | Public Works Director
Jake Schreier | Technology Director
Lindsey Huber | City Finance Officer
Mark Bowersox | Police Chief
Amy Beattie | City Attorney
Kathleen Connor | City Engineering Representative

1. **Call to Order** | Mayor Pro Tem David Dvorak called the meeting to order at 6:30 p.m.

2. **Roll Call** | Mayor Pro Tem Dvorak, Mordini, Lane, Anderson | In attendance
Mayor Morse, Sarchet | Absent

3. **Approval of Agenda**

MOTION: A motion was made by Anderson and seconded by Mordini to approve the agenda.

MOTION CARRIED UNANIMOUSLY

4. **Audience Items** | *No discussion on item 4*

5. **Consent Agenda Items**

MOTION: A motion was made by Mordini and seconded by Dvorak to approve the consent agenda items.

1. Consider motion to approve the City Council Meeting Minutes for April 27, 2015, with corrections.
2. Consider motion to approve the May 11, 2015, Claims Statement.
3. Consider motion to receipt and file the Parks Commission Meeting Minutes for May 4, 2015.
4. Consider motion to approve the Polk City Development Corporation and the Polk City Chamber of Commerce request of the use of the Town Square on July 16-17-18, 2015. Temporary Site Plan for the Four Seasons Festival and requested in the amount of \$6000.
5. Consider motion to approve of Summer Recreation Art Teacher Missy Rhoads at \$10.00 per hr.
6. Consider motion to approve Sign Purchase and Removal of Selected Trees at Doc Simmer Memorial Park,
7. Consider motion to approve Opening Ceremony for the Central Iowa Little League State Softball Tournament in Polk City, City Square on July 10, 2015
8. Consider motion to approve Pony Express Riders of Iowa to conduct a roadblock at the 4 way stop signs with volunteers from either 8-12 noon or 9-1 pm on Saturday, May 23, 2015.
9. Consider approval of Brandon Simpsons Resignation of the Polk City Fire Department, effective May 1, 2015.
10. Informational: Fire Department Reports.
11. Informational: Police Department Reports.
12. Informational: Public Works Report

MOTION CARRIED UNANIMOUSLY

6. **New Business**

1. Mayor Pro Tem Dvorak opened Public Hearing on the Vacating the Public Right-of-Way on Davis Street. Deputy City Clerk reported the notice was published May 1, 2015 and no written comments for or against the amendment had been received to date.

No oral comments were received at the hearing. City Administrator Mahannah discussed Right-of-Way location on Davis Street as part of Parker Townhomes II
MOTION: A motion was made by Anderson and seconded by Mordini to close the Public Hearing on the Vacating the Public Right-of-Way on Davis Street as part of the Parker Townhomes II

MOTION CARRIED UNANIMOUSLY

2. **MOTION :** A motion was made by Dvorak and seconded by Lane to approve 1st reading of Ordinance 2015-500 Vacating the Public Right-of-Way on Davis Street
MOTION CARRIED UNANIMOUSLY
 - a. **MOTION :** A motion was made by Mordini and seconded by Lane to approve waiving the 2nd and 3rd reading
MOTION CARRIED UNANIMOUSLY
3. **MOTION :** A motion was made by Mordini and seconded by Lane to approve Resolution 2015-30 Parker Townhomes II, three Easements; detention pond, 2 buffers at Davis/Roosevelt and Southside of property by garages, water main hydrant
MOTION CARRIED UNANIMOUSLY
4. **MOTION :** A motion was made by Mordini and seconded by Dvorak to approve the Public Water Main Construction Drawings for Parker Townhomes II Site Plan
MOTION CARRIED UNANIMOUSLY
5. **MOTION :** A motion was made by Anderson and seconded by Mordini to approve Resolution 2015-31 to set the date of Public Hearing for Fiscal Year 2014/2015 Budget Amendment for May 26, 2015, 6:30 p.m.
MOTION CARRIED UNANIMOUSLY
6. City Administrator Mahannah discussed the City Staff's review of the proposal received from North Polk Schools plus two other alternatives for Summer Recreation Transportation. After do diligence, City Staff determined that North Polk Community School District was the City's best cost option.
MOTION : A motion was made by Lane and seconded by Dvorak to approve the agreement between the North Polk Community School District for Summer Recreation Transportation
MOTION CARRIED UNANIMOUSLY
7. **MOTION :** A motion was made by Mordini and seconded by Anderson to approve the Request for Proposals to preform agreed upon procedures to satisfy the annual examination (audit) requirements of section 11.6 of the code of iowa for the Fiscal Year 2014/2015 ending June 30, 2015
MOTION CARRIED UNANIMOUSLY

8. **MOTION** : A motion was made by Lane seconded by Dvorak to approve Resolution 2015-32 to set the date of Public Hearing for a Proposed Tax Increment Financing Agreement and Minimum Assessment Agreement with Polk City Bridge Point LLC for May 26, 2015, 6:30 p.m.

MOTION CARRIED UNANIMOUSLY

9. **MOTION** : A motion was made by Mordini and seconded by Lane to approve the North Drive Street Repair in the amount of \$12,000 to remove old pavement, haul away, and replace concrete

MOTION CARRIED UNANIMOUSLY

10. **MOTION** : A motion was made by Lane and seconded by Dvorak to approve Resolution 2015-33 with correction substituting the contract amount of \$986,076.80 in the Resolution and approving the first Payment Application of \$117,910.57 for the Washington Ave and Booth Street Reconstruction Project

MOTION CARRIED UNANIMOUSLY

7. **Old Business**

1. **MOTION** : A motion was made by Lane and seconded by Mordini to approve Ordinance No 2015-400, 2nd reading Amending Chapter 92, Water Rates, Section 92.02, Rates for Service by Amending the Rate and Adding Two New Rate Classifications, Domestic and Irrigation/Garden; and Amending Chapter 99, Section 99.02 by Adding a New Sewer Rate

8. **Mayor Pro Tem Report**

1. **MOTION** : A motion was made by Lane and seconded by Mordini to set Finance Committee Meeting for Tuesday, May 26, 2015 at 5:00 p.m.

MOTION CARRIED UNANIMOUSLY

9. **Council Report**

Discussion by Council regarding pictures at concession stand at sports complex of proposed Recreation Improvements, seems to be increased interested. Council would like monthly updates from Parks Commission and Polk City Development Corp

10. **Council Discussion**

No discussion items

11. **City Administrator Report**

Discussion by City Administrator on Iowa DOT plans of improvements on HWY 415. Meeting scheduled with Polk County Board of Supervisors, Iowa DOT, Des Moines Area MPO, U.S. Corps of Engineers and City of Polk City on May 20, 2015. City Administrator will update City Council next meeting

12. City Report

Discussion by Public Works Director regarding Mowing Ordinance in effect for the season. 3 notices sent May 5, 2015, only one complied and two were mowed by the City. 5 more notices sent Monday May 11, 2015

13. Next Meeting Date – Tuesday, May 26, 2015.

14. Adjournment – 7:03 p.m.

Jenny Gibbons – Deputy City Clerk

CLAIMS REPORT
The City of Polk City

For | 5/26/2015

DEPARTMENT	VENDOR	EXPENSE TYPE	AMOUNT
FD	440-PRAXAIR DISTR. INC.	OXYGEN	\$107.00
CC	ADVENTURE LIGHTING	REPLACEMENT BULBS	\$80.60
FD	ALADTEC INC	FIRE SOFTWARE	\$2,872.00
LIB	AMAZON	LIBRARY BOOKS	\$3,636.73
FD	AMERICAN TEST CENTER	LADDER TESTING	\$246.00
AC	ANIMAL RESCUE LEAGUE OF IOWA	ANIMAL CONTROL	\$50.00
PW	ARDICK EQUIPMENT CO.	SIGNS	\$53.50
LIB	BARCO PRODUCTS COMPANY	PICNIC TABLE	\$1,315.85
PW	BOLAND RECREATION	MULCH	\$2,800.00
FD	BOUND TREE MEDICAL	MEDICAL SUPPLIES	\$191.68
PD	BROTHER MOBILE SOLUTIONS	THERMAL PAPER	\$96.29
FD	BUSH, DAVID	REIMBURSEMENT FOR CLASS	\$1,251.00
PW	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	\$96.00
FD	CARPENTER UNIFORM CO.	UNIFORMS	\$97.27
All DEPT	CENTURY LINK	PHONE SERVICE	\$1,163.04
CH	CHARLOTTE LOTER	LOTER, HUBER, GIBBONS MEAL	\$30.00
FD	CITY OF ANKENY	PARAMEDIC TIER	\$200.00
PW	CITY OF DES MOINES	WATER	\$20,772.91
PD	COAST TO COAST SOLUTIONS	MOOD PENCILS	\$376.62
All DEPT	COVENTRY HEALTH & LIFE CO	HEALTH INSURANCE	\$34,365.66
FD	CRYSTAL CLEAR WATER CO	PURCHASED WATER	\$41.75
CH	CUSTOM AWARDS & EMBROIDERY INC	NAMES PLATES AND PLAQUE	\$100.00
All DEPT	DELTA DENTAL	DENTAL INSURANCE	\$947.60
PW	DES MOINES METAL FABRICATING	METAL	\$58.88
All DEPT	ESRI	GIS SOFTWARE	\$2,150.00
PW	FERGUSON WATERWORKS	EQUIPMENT REPAIRS	\$3,067.56
FD	FIRE SERVICE TRAINING BUREAU	TRAINING	\$230.00
PW	FRANZEN RANDY	REPLACEMENT OF SHORTS	\$101.07
FD	FRASER TRANSPORTATION SERVICES	RESCUE BILLING	\$404.19
LIB	GALE/CENGAGE LEARNING	LIBRARY BOOKS	\$163.73
CH	GATEHOUSE MEDIA	SUMMER REC, DEPUTY CLERK, FIN	\$150.00
FD	GENERAL FIRE & SAFETY	FIRE EXTINGUISHER SERVICE	\$585.75
PW	GNA TRUCKING LLC	TRUCKING SERVICES	\$915.96
PW	GURNSEY ELECTRIC CO	LIGHT REPAIR	\$173.16
PW	HACH COMPANY	WATER DEPARTMENT SUPPLIES	\$86.29
PW	HALLETT MATERIALS	DIRT	\$6.84
All DEPT	I.P.E.R.S.	IPERS AMOUNT OWED	\$2,001.20
PD	IA DEPARTMENT OF TRANSPORTATION	VEHICLE INSPECTIONS	\$470.00
PW	INTERSTATE BATTERIES	BATTERY	\$128.12
FD	IOWA FIREFIGHTERS ASSOCIN	ANNUAL DUES	\$689.00
FD	IOWA ONE CALL	UNDERGROUND LOCATIONS	\$99.40
CH	JENNIFER RATCLIFF	RETIREMENT PARTY	\$110.97
PW	JIM'S JOHNS	PORTABLE TOILET RENTAL	\$200.00
PW	LOGAN CONTRACTORS SUPPLY	OPERATING SUPPLIES	\$77.00
CH	M & M SALES COMPANY	TONER	\$201.75
PW	MARTIN MARIETTA AGGREGATES	ROCK	\$264.62
FD	MATT GUERDET	REIMBURSEMENT	\$320.73
FD	MEDIX OCCUPATIONAL HEALTH	PHYSICAL-J. FELLER	\$633.50

LIB	MICROMARKETING, LLC	AT THE WATERS EDGE	\$40.00
All DEPT	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$9,116.61
PW	MIDLAND POWER CO-OP	STREET LIGHTING	\$346.56
CH	MIDWEST OFFICE TECHNOLOGY	COPIER RENTAL	\$104.51
FD	MIKE BERNARD	REIMBURSEMENT FOR SUPPLIES	\$26.45
FD	NATHAN MASON	REIMBURSEMENT EMT CLASS	\$60.14
CH	P & M APPAREL	COUNCIL AND STAFF LOGO SHIRTS	\$680.96
FD	PHYSIO-CONTROL	AED	\$1,750.92
LIB	RECORDED BOOKS LLC.	BOOKS ON TAPE	\$157.20
CH	REGISTER MEDIA	CITY FINANCE OFFICER AD	\$67.20
FD	ROSS FRANK	REIMBURSEMENT FOR STATION	\$23.53
FD	SANDRY FIRE SUPPLY L.L.C.	FIRE GEAR	\$629.37
PD	SUPERIOR PRINTING & PROMOTIONS	BACKPACKS	\$1,413.50
PD	T-MOBILE	PHONE SERVICE	\$12.12
PW, LIB, CH	TOTAL QUALITY INC.	LAWNCARE	\$4,690.32
PW	TOYNE INC	DOOR HINGE	\$90.42
CH AND PW	VERIZON WIRELESS	DATA PLAN	\$641.90
FD	WEX	FUEL CARD	\$423.47
TOTAL			\$104,456.40



POLK CITY - A City For All Seasons -

Monthly Finance Report
April 30, 2015

**City of Polk City
Cash Balances Report
April 30, 2015**

Bank Balances:

Grinnell State Bank Business Checking- 0.05%	\$834,072.14
Grinnell State Bank Business Money Market- 0.15%	\$1,434,013.44
Luana Savings Bank M.M. Account- 0.65%	\$3,000,072.71
IPAIT Investment Account	\$4.00
Total Cash at Banks	<u>\$5,268,162.29</u>

**City of Polk City
Revenues Report
April 30, 2015**

Account Title	Total Budget	MTD Balance	YTD Balance	Percent Expended	Uncollected
General Total	4,068,536.00	649,509.73	3,666,114.18	90.11%	402,421.82
Road Use Total	349,000.00	24,559.66	303,053.84	86.83%	45,946.16
TIF Total	322,500.00	140,121.37	317,295.59	98.39%	5,204.41
L.M.I Total	301,500.00	363.64	138,874.58	46.06%	162,625.42
Debt Service Total	1,713,120.00	0.00	1,713,120.00	100.00%	0.00
Capital Improvements Total	1,500,000.00	0.00	0.00	0.00%	1,500,000.00
Water Total	627,150.00	51,267.11	492,408.34	78.52%	134,741.66
Sewer Total	519,000.00	45,655.13	2,132,735.12	410.93%	-1,613,735.12
Total Of All Revenues	9,400,806.00	911,476.64	8,763,601.65	93.22%	637,204.35

**City of Polk City
Expenditures Report
April 30, 2015**

Account Title	Total Budget	MTD Balance	YTD Balance	Percent Expended	Unexpended
Police Total	634,874.00	36,563.02	540,343.98	85.11%	94,530.02
Civil Defense Total	5,000.00	81.29	4,167.16	83.34%	832.84
Fire Total	441,950.00	24,548.08	320,567.01	72.53%	121,382.99
Building/Housing Total	418,883.00	10,021.37	275,261.79	65.71%	143,621.21
Dog Control Total	2,250.00	0.00	220.74	9.81%	2,029.26
Road Use Total	74,715.00	7,522.65	139,361.87	186.52%	(64,646.87)
Street Lighting Total	55,000.00	8,246.71	41,675.32	75.77%	13,324.68
Env.Health Services Total	5,000.00	0.00	2719.42	54.39%	2,280.58
Library Total	230,625.00	18,827.29	191,641.72	83.10%	38,983.28
Parks Total	227,221.00	9,166.96	166,582.08	73.31%	60,638.92
Community Center Total	18,050.00	1,402.68	15,314.38	84.84%	2,735.62
Economic Development Total	10,000.00	14,009.18	16,278.50	162.79%	(6,278.50)
Mayor Council Total	295,719.00	17,043.58	163,183.59	55.18%	132,535.41
Policy Administration	268,928.00	36,263.52	301,696.83	112.18%	(32,768.83)
City Attorney Total	45,750.00	2,955.48	16,047.77	35.08%	29,702.23
City Hall Total	126,550.00	23,741.27	91,362.48	72.19%	35,187.52
Other City Government Total	66,825.00	2,500.00	57,341.95	85.81%	9,483.05
Transfer Total	15,000.00	0.00	0.00	0.00%	15,000.00
General Total	2,942,340.00	212,893.08	2,343,766.59	79.66%	598,573.41
Road Use Total	409,496.00	20,766.68	249,832.60	61.01%	159,663.40
TIF Total	322,500.00	0.00	170,518.49	52.87%	151,981.51
L.M.I Total	55,000.00	0.00	43,078.03	78.32%	11,921.97
Debt Service Total	1,696,000.00	405.00	1,687,606.33	99.51%	8,393.67
Capital Improvements Total	1,738,293.00	5,594.70	633,525.02	36.45%	1,104,767.98
Water Total	575,745.00	34,631.88	438,492.64	76.16%	137,252.36
Sewer Total	2,404,826.00	30,842.05	2,182,421.43	90.75%	222,404.57
Total Of All Expenses	10,144,200.00	305,133.39	7,749,241.13	76.39%	2,394,958.87

MEETING MINUTES
The City of Polk City
Planning and Zoning Commission
6:00 p.m., Monday, May 18, 2015
City Hall

Polk City, Planning and Zoning Commission (P&Z) held a meeting at 6:00 p.m., on May 18, 2015. Before the meeting, staff provided agenda packets to the Commission and posted the agenda at the City Hall office at 3:00 p.m., May 14, 2015. **In addition to these published tentative minutes, there also may be additional meeting notes on file with the Polk City staff that are public records and available upon request as provided by law. These tentative minutes reflect all action taken at the meeting.**

P&Z Commission Members Present:

James Hill | Chair
Dennis Dietz | P&Z Commission Member
Ron Hankins | P&Z Commission Member
Krista Bowersox | P&Z Commission Member
Justin Vogel | P&Z Commission Member

P&Z Commission Members Absent:

Deanna Triplett | Pro Tem
Doug Sires | P&Z Commission Member

Staff Members Present:

Gary Mahannah | City Administrator
Jenny Gibbons | Deputy City Clerk
Kathleen Connor | City Engineering Representative

City Council Liaison Present:

Ron Anderson | Liaison for City Council

1. Call to Order | Chair James Hill called the meeting to order at 6:00 p.m.

2. Roll Call | Dietz, Hankins, Chair Hill, Bowersox, Vogel | In attendance
Pro Tem Triplett, Sires | Absent

3. Approval of Agenda

MOTION: A motion was made by Hankins and seconded by Bowersox to approve the agenda

MOTION CARRIED UNANIMOUSLY

4. Audience Items | No discussion items

5. Approval of Minutes

MOTION: A motion was made by Dietz and seconded by Bowersox to approve the minutes

MOTION CARRIED UNANIMOUSLY

6. Bridgeview Plat 1

Diligent Development and McClure Engineering were not present for the meeting. Kathleen Connor, City Engineering Representative discussed Final Plat Submittal #2 and answered Commission questions, recommending P&Z Commission approve the Final Plat for Bridgeview Plat 1 subject to: All of the review comments including recordation of all off-site easements being addressed and all the public improvements being completed, or an Agreement to Complete with appropriate security for outstanding punchlist items being provided, prior to being placed on the Council Agenda for approval; All easements to be vacated must be vacated prior to the Final Plat being recorded; All legal documents being provided for review by the City Attorney prior to Council action; Payment to the City Clerk for the Final Plat application fee, review fees, and reimbursement for street signs

MOTION : A motion was made by Hankins and seconded by Bowersox on the recommendation to Council to approve Final Plat for Bridgeview Plat 1 subject to all Engineering recommendations and comments being addressed

MOTION CARRIED UNANIMOUSLY

7. Deer Haven

- a. Rezoning from R-1 Single Family Residential to Planned Unit Development (P.U.D.)
Chris Thompson with Cooper Crawford & Associates, LLC presented project to the commission addressing concerns and recommendations that had been discussed at previous Commission meeting. Audience member, Joe Bowersox of Church Street had questions about project timeline, answered by Chris Thompson proposed start date June 2015 with completion September 2015; street improvements in the existing neighborhoods, addressed by Ron Anderson, City Council Liaison improvements would likely be accelerated by this project; cost to homeowners, answered by Gary Mahannah, City

Administrator, City will attempt to utilize tools as given by Urban Renewal among other mechanisms to find alternatives that can allow the City to do street improvements without assessing private property owners.

MOTION : A motion was made by Hankins and seconded by Dietz on the recommendation to Council to approve Rezoning Deer Haven from R-1 to P.U.D. subject to include all Engineering comments and recommendations being addressed

MOTION CARRIED UNANIMOUSLY

b. P.U.D. Master Plan

MOTION : A motion was made by Hankins and seconded by Dietz on the recommendation to Council to approve P.U.D. Master Plan for Deer Haven Subdivision subject to include all Engineering comments and recommendations being addressed

MOTION CARRIED UNANIMOUSLY

8. Ben Nissen

Staff received no updates or communication since last meeting. No one present to discuss further, no action taken by Commission

9. Zoning Ordinance Amendment

MOTION : A motion was made by Dietz and seconded by Vogel to recommend to Council to approve Zoning Ordinance that would restrict additional religious facilities from being permitted in C-2 District

MOTION CARRIED UNANIMOUSLY

10. Polk City Comprehensive Plan

a. Review and amend draft Goals & Objectives

Discussion regarding revisions of Goals so that Objectives can be further defined. Draft consists of input from the April 20th Stakeholder Meeting, Steering Committee (P&Z) and Residents' and Business Owners' Survey responses. The Steering Committee recommended minor revisions be made to the draft document. The Residents' and Business Owners' Surveys will close at the end of May 2015

MOTION : A motion was made by Dietz and seconded by Bowersox on the Amended Draft to go forward to City Counsel with Commission's recommendations

MOTION CARRIED UNANIMOUSLY

b. Review and discuss current Future Land Use Plan

Kathleen Connor presented current Plan ideas. Discussion regarding revisions and suggestions for the draft to present at the next meeting

c. Discussion regarding Four Seasons Festival

Kathleen Connor discussed presence at the City's Four Seasons Festival this year. Will have a booth to display various maps and details on the Comp

Plan along with Survey results. Discussion with Commission to have a representative available at the booth to visit with citizens

11. **Council Liaison Report**

Ron Anderson expressed appreciation for all the efforts and input of the P&Z Commission to the City Council

12. **Staff Report** | *No discussion items*

13. **Commission Report**

Discussion by Dietz regarding Plat approvals, after looking at other cities would like to see more creativity in the designs presented by the developers on future projects. Some examples, including garage setbacks, alleyways etc. Looking for a more unique and welcoming look for Polk City when developing neighborhoods

Hankins requested his comment from the last Commission meeting be recorded. Requesting Staff prepare a draft Ordinance amending the requirements for Multi-Family dwellings having 3 or more units per building to include a requirement for articulated front façade on buildings and more creative building designs

14. **Next Meeting Date** – June 15, 2015

15. **Adjournment** – 8:03 p.m.

Jenny Gibbons – Deputy City Clerk

Polk City PD Memo

RE: Street Closure Waldo St

Date: 5/19/15

To: Mayor & Council

Cc:

From: Chief Mark Bowersox

Priority: Normal

I have received the attached request for a street closure to facilitate an estate auction on Waldo St.

In addition to the auctioneer's request I have also been contacted by Mrs. Austin requesting the closure. The request is to close Waldo St., from Stippich St. to Tyler St., on Saturday, June 13, from 6a-4p.

I see no problem with granting the request.

05/19/15

PHILLIPS ST

WALDO ST

DAVIS ST

EDGEWATER DR

TYLER ST

STIPPICH ST

**Request to close Waldo St., on Saturday, June 13, 2015, from
6 a.m. to 4 p.m. Closure to facilitate an estate sale 801 Waldo St**

 **Area to be closed**



For period July 1, 20 15 through June 30, 20 16

PLEASE TYPE OR PRINT LEGIBLY

Please mail this completed application to your local jurisdiction.
If you have any questions call your city clerk (within city limits) or
your county auditor (outside city limits).

I/we hereby make application for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor
products:

Business information:

Trade Name/DBA: Fareway Stores, Inc. # 137
Physical Location Address: 1101 South 4th Street City: POLK CITY ZIP: 50226
Mailing Address: 1101 South 4th Street City: POLK CITY State: IA ZIP: 50226
Business Phone Number: (515) 984-9505

Legal Owner Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [X] LLC [] LLP []

Legal Owner: Fareway Stores, Inc.
(Name of sole proprietor, partnership, corporation, LLC, or LLP)

Mailing Address: PO Box 70 City: Boone State: IA ZIP: 50036
Phone Number: (515) 433-5336 Fax Number: (515) 433-4416 Email: twilson@farewaystores.cc

Retail Information:

Types of Sales: Over-the-counter [X] Vending machine []
Does the Establishment sell vapor products/alternative nicotine products only? Yes [] No [X]

Type of Establishment

Bar [] Convenience store/gas station [] Drug store [] Hotel/motel [] Liquor store []
Restaurant [] Tobacco store [] Alternative nicotine/vapor store []
Has vending machine that assembles cigarettes [] Other [X] Grocery Store Chain

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the
laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

SIGNATURE OF OWNER, PARTNER(S), OR CORPORATE OFFICIAL

Name (please print) Frederick R. Greiner Name (please print)
Signature [Signature] Signature
Date 5/12/15 Date

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

Amount Paid: Date issued Permit Number New [] Renewal []
Please send completed/approved copy to:
Iowa Department of Commerce, Alcoholic Beverages Division
Name of Issuing City or County

ISSUE: APPROVAL OF NEW BUSINESS ACTION ITEMS

VOTE: Consider approval of the New Business Action Items for the City of Polk City.

BACKGROUND:

1. Public Hearing for Fiscal Year 2014/2015 Budget Amendment at 6:30 pm.
2. Consider motion to approve Resolution 2015-34 adopting the Fiscal Year 2014/2015 Budget Amendment.
3. Public Hearing for the Urban Renewal Plan Area II; Amendment No. 2 at 6:30 pm.
4. Consider motion to approve Resolution 2015-35 adopting the Urban Renewal Plan Area II, Amendment No. 2.
5. Public Hearing for the Proposed Tax Increment Financing Agreement and Minimum Assessment Agreement with Polk City Bridge Pointe LLC.
6. Consider motion to approve Resolution 2015-36 adopting the Tax Increment Financing Agreement and Minimum Assessment Agreement with Polk City Bridge Point LLC.
7. Consider motion to approve the Medical Director Contract as required by Iowa Code Chapter 147A in the amount of \$2000.00.
8. Consider motion to approve Resolution 2015 – 36 setting a Public Hearing for the Rezoning of a Portion of Deer Haven from R-2 to Planned Unit Development (PUD) Master Plan.
9. Consider motion to approve Resolution 2015-37 setting a Public Hearing for the Amendment of Zoning Ordinance that would restrict additional religious facilities from being permitted in the C-2 District.
10. Consider motion to approve Resolution 2015-38 for the March 2015, Snyder & Associates Invoice.
11. Consider approval of the 28 E Agreement of the Mutual Assistance for Polk County Fire/Rescue Services.
12. Information Polk City Comprehensive Plan; review draft Goals and Objectives
13. Consider motion to approve the Memorandum of Understanding (MOU) for the Central Iowa Code Consortium.

RECOMMENDATION:

Approve the new business items of May 26, 2015.

STAFF CONTACT:

Jennifer Ratcliff, jratcliff@polkcity.org;
(515) 984-6233.

RESOLUTION 2015-34

A RESOLUTION AMENDING THE CITY BUDGET AND CERTIFYING SAID AMENDMENT FOR FISCAL
YEAR 2014/2015 BUDGET AMENDMENT

Whereas, the City Council of the City of Polk City, Iowa and City Staff has prepared an amendment to the Fiscal Year 2014/2015 Budget, and;

Whereas, the city Council and of the City of Polk City, Iowa heard all taxpayers wishing to be heard and considered all statement made by them and submitted by them to City Hall; and,

Whereas, the City Council of the City of Polk City, Iowa has given final consideration to the proposed amendment to the budget and modifications proposed, if any, at the hearing.

Now, Therefore, Be It Resolved, that the current fiscal year budget ending June 30, 2015 be amended as set out in the attached notice.

Passed and approved this 26th day of May 2015.

Jason Morse, Mayor

Attest:

Jennifer Ratcliff, City Clerk

77-723

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION

To the Auditor of POLK County, Iowa:

The City Council of Polk City in said County/Counties met on 05/26/2015, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. Thereupon, the following resolution was introduced.

RESOLUTION No. 2015-34

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE : 2015
(AS AMENDED LAST ON _____.)

Be it Resolved by the Council of the City of Polk City

Section 1. Following notice published 05/15/2015 and the public hearing held, 05/26/2015 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	942,763	0	942,763
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	942,763	0	942,763
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	322,500	0	322,500
Other City Taxes	6	2,419,827	0	2,419,827
Licenses & Permits	7	152,675	0	152,675
Use of Money and Property	8	111,000	0	111,000
Intergovernmental	9	395,621	0	395,621
Charges for Services	10	1,483,800	0	1,483,800
Special Assessments	11	10,300	0	10,300
Miscellaneous	12	349,200	0	349,200
Other Financing Sources	13	3,213,120	0	3,213,120
Total Revenues and Other Sources	14	9,400,806	0	9,400,806
Expenditures & Other Financing Uses				
Public Safety	15	1,502,957	0	1,502,957
Public Works	16	539,211	0	539,211
Health and Social Services	17	5,000	0	5,000
Culture and Recreation	18	475,896	0	475,896
Community and Economic Development	19	387,500	0	387,500
General Government	20	803,772	0	803,772
Debt Service	21	21,000	129,045	150,045
Capital Projects	22	1,738,293	0	1,738,293
Total Government Activities Expenditures	23	5,473,629	129,045	5,602,674
Business Type / Enterprises	24	2,980,571	40,000	3,020,571
Total Gov Activities & Business Expenditures	25	8,454,200	169,045	8,623,245
Transfers Out	26	1,690,000	0	1,690,000
Total Expenditures/Transfers Out	27	10,144,200	169,045	10,313,245
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	28	-743,394	-169,045	-912,439
Beginning Fund Balance July 1	29	3,038,849	0	3,038,849
Ending Fund Balance June 30	30	2,295,455	-169,045	2,126,410

Passed this _____ day of _____
(Day) (Month/Year)

Signature
City Clerk/Finance Officer

Signature
Mayor

(These agenda items should be incorporated with the other items in your regular agenda and posted/published as required.)

AGENDA ITEMS

Governmental Body: The City Council of the City of Polk City, State of Iowa.
Date of Meeting: May 26, 2015.
Time of Meeting: 6:30 P.M.
Place of Meeting: City Hall, 112 3rd Street, Polk City, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

Polk City Area II Urban Renewal Plan

- Public hearing on the proposed Amendment No. 2 to the Polk City Area II Urban Renewal Plan
- Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 2 to the Polk City Area II Urban Renewal Plan

Such additional matters as are set forth on the additional _____ page(s) attached hereto.
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

City Clerk, City of Polk City, State of Iowa

May 26, 2015

The City Council of the City of Polk City, State of Iowa, met in Regular session, in the City Hall, 112 3rd Street, Polk City, Iowa, at 6:30 P.M., on the above date. There were present Mayor Morse, in the chair, and the following named Council Members:

David DeWade, Don Lane, Tom Anderson

Rob Madunic & Robert Seacht

Absent: _____

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Amendment No. 2 to the Polk City Area II Urban Renewal Plan, the Mayor first asked for the report of the City Administrator, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Plan. The Council was informed that the consultation was duly held as ordered by the Council, and that No written recommendations were received from affected taxing entities. The report of the City Administrator, or his delegate, with respect to the consultation was placed on file for consideration by the Council.

The Mayor then asked the City Clerk whether any written objections had been filed with respect to the proposed Amendment, and the City Clerk reported that No written objections thereto had been filed. The Mayor then called for any oral objections to the adoption of the Amendment No. 2 to the Polk City Area II Urban Renewal Plan and None were made. The public hearing was then closed.

{Attach summary of objections here}

Council Member _____ then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 2 TO THE POLK CITY AREA II URBAN RENEWAL PLAN" and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION NO. 2015-35

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS ADOPTING AMENDMENT NO. 2, TO THE POLK CITY AREA II URBAN RENEWAL PLAN

Whereas, BY Resolution No. 91-27, adopted June 10, 1991, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa Law, and approved and adopted the Polk City Area II Urban Renewal Plan for the Area II Urban Renewal Area described therein, which Plan is on file in the office of the Recorder of Polk County; and;

Whereas, by Resolution No. 2012-18, adopted March 26, 2012, this City Council approved and adopted an Amendment No. 1 to the Plan, and;

Whereas, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA

COMMENCING AT THE NORTH ¼ CORNER OF SECTION , TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH PM, POLK COUNTY IOWA; THENCE SOUTH ALONG THE WEST LINE OF THE EAST ½ OF SAID SECTION 1 TO A POINT OF THE SOUTHERLY LINE OF BROADWAY (FORMER HIGHWAY 415) SAID POINT ALSO BEING ON THE EASTERLY CORPORATE LIMIT LINE OF POLK CITY; THENCE NORTHWESTERLY ALONG THE SAID SOUTHERLY LINE OF BROADWAY TO A POINT ON THE SOUTHERASTERLY LINE OF DES MOINES' ADDITION TO POLK CITY; THENCE SOUTHERWESTERLY ALONG THE SAID SOUTHEREASTERLY LINE TO THE SOUTHERLY CONER OF SAID DES MOINES ADDITION; SAID DES MOINES ADDITION; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID DES MOINES ADDITION AND THE PROJECTION THEREOF AND ALONG THE SOUTHERWESTERLY LINE OF SCOTT'S PARK PLAZA PLAT 1, BEING AN OFFICAL PLAT, TO A POINT OF THE CENTERLINE OF THIRD STREET; THENCE POINT ON THE CENTERLINE OF THIRD STREET; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE SAID CENTERLINE OF THIRD STREET TO A POINT ON THE CENTERLINE OF DAVIS STREET; THENCE WEST ALONG THE SAID CENTERLINE OF DAVIS.

STREET TO A POINT ON THE WEST LINE OF ROOSEVELT STREET; THENCE NORTHERLY ALONG THE SAID WEST LINE OF ROOSEVELT STREET TO THE SOUTHEAST CORNER OF LOT 23, LAKEVIEW ACRES PLAT 1, AN OFFICIAL PLAT; THENCE NORTHWESTERLY TO THE SOUTHWEST CORNER OF SAID LOT 23; THENCE NORTH TO THE NORTHWEST CORNER OF LOT 22 SAID LAKEVIEW ACRES PLAT 1; THENCE WEST TO THE SOUTHWEST CORNER OF LOT 20 SAID LAKEVIEW ACRES PLAT 1; THENCE NORTHWESTERLY TO THE SOUTHWESTERLY CORNER OF LOT 16 SAID LAKEVIEW ACRES PLAT 1; THENCE NORTHWESTERLY TO THE SOUTHWEST CORNER OF LOT 37 LAKEVIEW ACRES PLAT 2, AN OFFICIAL PLAT; THENCE WEST TO THE SOUTHWEST CORNER OF SAID LAKEVIEW ACRES PLAT 2; THENCE NORTH TO THE NORTHWEST CORNER OF SAID LAKEVIEW ACRES PLAT 2; THENCE EAST TO THE SOUTHWEST CORNER OF FOREST HEIGHTS PLAT 4, AN OFFICIAL PLAT; THENCE NORTH TO THE SOUTHEAST CORNER OF LOT 27 SAID FOREST HEIGHTS PLAT 4; THENCE WEST TO THE SOUTHWEST CORNER OF LOT 23 SAID FOREST HEIGHTS PLAT 4; THENCE NORTH ALONG THE WEST LINE OF SAID FOREST HEIGHTS PLAT 4 TO A POINT BEGINNING 825.00 FEET SOUTH OF THE NORTH LINE OF SECTION 2, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA; THENCE WEST 1,690.00 FEET TO A POINT ON THE WESTERLY CORPORATE LIMIT LINE OF POLK CITY, IOWA; THENCE IN A GENERALLY SOUTHERLY EASTERLY NORTHERLY AND WESTERLY DIRECTION ALONG THE SAID CORPORATE LIMIT LINE TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION REFERS TO THE "CORPORATE LIMIT LINE OF POLK CITY". THESE CALLS ARE TO THE CORPORATE LIMIT LINE AS IT EXISTED ON JUNE 10, 1991 AT THE TIME THE POLK CITY URBAN RENEWAL AREA PLAN II WAS ORIGINALLY ADOPTED. SINCE THAT TIME THE CORPORATE LIMIT LINE OF POLK CITY WAS AMENDED BY RESOLUTION NO. 2009-08 ADOPTED BY CITY COUNCIL ON FEBRUARY 9, 2009 AND BY RESOLUTION NO. 2009-78 ADOPTED BY CITY COUNCIL ON NOVEMBER 23, 2009; and

WHEREAS, a proposed Amendment No. 2 ("Amendment No. 2" or "Amendment") to the Polk City Area II Urban Renewal Plan for the Area II Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area; and

WHEREAS, this proposed Amendment No. 2 to the Urban Renewal Area adds no new land; and

WHEREAS, it is desirable that the Area be redeveloped as part of the activities described in the Urban Renewal Plan; and

WHEREAS, by resolution adopted on April 27, 2015, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 2 to the Polk City Area II Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 2 to the Polk City Area II Urban Renewal Plan be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the City Administrator, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 2 to the Polk City Area II Urban Renewal Plan for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Des Moines Register - Ankeny Edition, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 2 to the Polk City Area II Urban Renewal Plan, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF POLK CITY, STATE OF IOWA:

Section 1. That the findings and conclusions set forth or contained in Amendment No. 2 concerning the area of the City of Polk City, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Area II Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 2 to the Polk City Area II Urban Renewal Plan conform to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Area II Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected, however, with reference to any portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Area II Urban Renewal Area, as amended, continues to be an economic development area within the meaning of Iowa Code Chapter 403; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403 of the Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 2 to the Polk City Area II Urban Renewal Plan of the City of Polk City, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 2 to the Polk City Area II Urban Renewal Plan for the City of Polk City, State of Iowa"; Amendment No. 2 to the Polk City Area II Urban Renewal Plan of the City of Polk City, State of Iowa, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 2 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the original Polk City Area II Urban Renewal Plan, and the Plan as amended, shall be in full force and effect from the date of this Resolution until the Council amends or repeals the

Plan. The proposed Amendment No. 2 to the Polk City Area II Urban Renewal Plan shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Polk County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 2, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 26th day of May, 2015.

Mayor

ATTEST:

City Clerk

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.

Exhibit #1

AMENDMENT NO. 2

TO

AREA II URBAN RENEWAL PLAN

CITY OF POLK CITY, IOWA

Original Area– 1991
Amendment No. 1 – 2012
Amendment No. 2 – 2015

AMENDMENT NO. 2
to
AREA II URBAN RENEWAL PLAN
CITY OF POLK CITY, IOWA

INTRODUCTION

The Polk City Area II Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Area II Urban Renewal Area ("Area" or "Urban Renewal Area"), adopted in 1991 and amended in 2012 (Amendment No. 1), is being further amended to add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area by this Amendment No. 2 ("Amendment No. 2" or "Amendment"). No land is being added to the Area by this Amendment.

The material changes by this Amendment include the following:

1. Addition of Proposed Eligible Urban Renewal Projects (Amendment No. 2). See Pages 3-4.
2. Updating Financial Data. See Page 4.

Except as modified by this Amendment, the provisions of the original Area II Urban Renewal Plan are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections not mentioned in this Amendment shall continue to apply to the Plan.

AREA DESIGNATION

The Area originally was designated as appropriate for promotion of economic development (commercial and industrial). The Area continues to be appropriate for promotion of economic development (commercial and industrial).

BASE VALUE

The original Urban Renewal Area has a frozen base value that has already been established and that is not being changed by this Amendment.

DESCRIPTION OF AREA

No land is being added by this Amendment.

Final 4/23/15

DEVELOPMENT PLAN/ZONING

The City of Polk City has a general plan for the physical development of the City as a whole outlined in the City’s Comprehensive Plan adopted in December 2002 and last updated December 11, 2006. The goals and objectives of this Urban Renewal Plan, including the urban renewal projects, are in conformity with the City’s Comprehensive Plan.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in this Plan, as amended. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PLAN OBJECTIVES

No changes are made to the plan objectives by this Amendment.

TYPES OF RENEWAL ACTIVITIES

No changes are made to the types of renewal activities by this Amendment.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Urban renewal projects were authorized prior to the date of this Amendment; and are continuing. Such projects are not listed in this Amendment but consist of a variety of urban renewal projects.

ELIGIBLE URBAN RENEWAL PROJECT(S) (Amendment No. 2)

Although certain project activities may occur over a period of years, in addition to the projects previously proposed in the Area II Urban Renewal Plan, as previously amended, the Eligible Urban Renewal Projects under this Amendment include:

1. Public Improvements

Urban Renewal Project Description	Estimated Time Period	Estimated Cost to be reimbursed by tax increment	Rationale (why economic development [or blight remediation] is promoted)
-----------------------------------	-----------------------	--	--

Final 4/23/15

		financing	
None at this time			
Total		NA	

2. Tax Rebate or other Development Agreements

A. The City is anticipating entering into a development agreement with Bridge Pointe L.L.C. (or an affiliated entity) on property within the urban renewal area for the development of a commercial, retail or office building of approximately 11,400 square feet. The project is expected to increase the assessed value of the property (land and building) to approximately \$1,783,800 and to generate employment. Subject to approval of a development agreement, the City is expected to provide incentives in the nature of grants of rebates of the incremental property taxes generated under Iowa Code Section 403.19 for up to fifteen years or a maximum of \$771,886 (range of \$700,000-\$800,000). The terms and conditions of the incentives described above are subject to approval of a final agreement by all parties.

B. *Development Agreements:* The City expects to consider requests for Development Agreements for other projects that are consistent with this Plan, in the City's sole discretion. Such Agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The costs of such Development Agreements will not exceed \$1,000,000 to \$5,000,000.

C. *Additional Development Agreements and/or Projects:*

Project/Development Agreements	Estimated Time Period	Estimated Cost to be reimbursed by tax increment financing	Rationale (why economic development is promoted)
None at this time.			
Total		NA	

3. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support urban renewal projects and planning

Project	Date	Estimated cost
Fees and costs	Undetermined	Not to exceed \$25,000

FINANCIAL DATA

1.	July 1, 2014 constitutional debt limit:	\$15,321,499
2.	Current outstanding general obligation debt:	\$ 1,725,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 2) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:	\$1,725,000 to \$5,825,000 This total does not include any required financing costs related to debt issuance, which will be incurred over the life of the Area.

URBAN RENEWAL FINANCING

The City of Polk City intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City of Polk City has the statutory authority to use a variety of tools to finance physical improvements within the Areas. These include:

A. Tax Increment Financing

Under Section 403.19 of the Iowa Code, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements associated with redevelopment projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased

Final 4/23/15

taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City.

B. General Obligation Bonds

Under Division III of Chapter 384 and Chapter 403 of the Iowa Code, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of Polk City. It may be the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates or other incentives to developers in connection with urban renewal projects for commercial or industrial development. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants for urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

PROPERTY ACQUISITION/DISPOSITION

Notwithstanding prior plan provisions, the City will follow any and all applicable requirements for the acquisition and disposition of property upon terms and conditions in the discretion of the City Council.

Notwithstanding prior plan provisions, the City will enter into development agreements and other agreements with developers upon terms and conditions in the discretion of the City Council.

RELOCATION

The City does not expect there to be any relocation required as part of the eligible urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

Final 4/23/15

URBAN RENEWAL PLAN AMENDMENTS

The Urban Renewal Plan may be amended from time to time for a variety of reasons, including but not limited to, change in the area, to add or change land use controls and regulations, to modify goals or types of renewal activities, to add or change urban renewal projects, or to amend property acquisition and disposition provisions. The City Council may amend the Plan in accordance with applicable state law.

EFFECTIVE PERIOD

The Amendment No. 2 to the Area II Urban Renewal Plan will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document the Urban Renewal Plan shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code. The division of revenues shall continue on the Area, including all Amendment Areas, for the maximum period allowed by law.

REPEALER AND SEVERABILITY CLAUSE

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan not determined to be invalid or unconstitutional.

01104309-1\11018-036

Final 4/23/15

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF POLK

)

I, the undersigned City Clerk of the City of Polk City, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of public hearing and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2015.

City Clerk, City of Polk City, State of Iowa

(SEAL)

01105666-1\11018-036

RESOLUTION NO. 2015-36

RESOLUTION APPROVING A TAX INCREMENT DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF POLK CITY, IOWA AND BRIDGE POINTE LLC AND ASSIGNMENT TO COMMUNITY
STATE BANK

Whereas, the City of Polk City has approved the Polk City Urban Renewal Area 2, as amended;
and

Whereas, Bridge Pointe, LLC is the owner of certain real property located in the Polk City Urban
Renewal Area 2 to be developed as a commercial, retail or office building of approximately
11,400 square feet; and

Whereas, in order to facilitate the development the City Council believes it to be in the best
interest of the City to approve said Tax Increment Development Agreement attached hereto as
Exhibit "A"; and

Whereas, part of its construction financing Bridge Pointe, LLC is entering into the Assignment to
Community State Bank attached hereto as Exhibit "B" and request the City's consent to said
Assignment.

Be It, Therefore, Resolved by the City of Polk City, Iowa, that the Tax Increment Development
Agreement in the form attached hereto as Exhibit "A": is hereby approved; and

Be It Further Resolved, that the City consents to the Assignment to Community State Bank; and

Be It Further Resolved, that the execution of the Tax Increment Development Agreement by the
Mayor and City Clerk is hereby authorized and the City staff is directed to do all things
necessary to carry out the terms of said agreement.

Dated the 26th day of May 2015

Jason Morse, Mayor

Attest:

Jennifer M. Ratcliff

WHEN RECORDED RETURN TO:

Amy S. Beattie
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

Tax Increment Development Agreement

RECITALS:

The City of Polk City, Iowa, (“City”) has been presented with a proposal for an Urban Renewal Project (“Project”) to be undertaken by Bridge Pointe, L.L.C. (hereinafter “Developer”) on the property described on the attached Exhibit “A” (hereinafter “Project Area”). The Project Area is located within the Polk City Urban Renewal Project Area established by Ordinance 91-127 (hereinafter “Urban Renewal Area”) and the Tax Increment Financing District established by Ordinance No. 91-1100 (hereinafter “Ordinance”).

Whereas, the City has adopted an Ordinance under which tax incremental revenues are divided with a portion going into the Urban Renewal Tax Increment Fund of the City for the benefit of the Bridge Pointe, L.L.C Lot A TIF Area, pursuant to Iowa Code §403.12 and §403.19; and

Whereas, under the terms of the proposal, the Developer will develop the Project Area for use as a commercial retail and professional office building, if the City agrees to assist the Developer by offering Tax Increment Financing; and

Whereas, the City has determined that the Project is consistent with the economic development objectives of the City and that development of the Project Area creates jobs and is in the vital and best interest of the City. The City has further found that the use of City funds is in accord with the provisions of the applicable laws under which the Project will be undertaken, including, but not limited to Iowa Code Chapters 15A and 403.

NOW, THEREFORE, the City and Developer, in consideration of the promises and mutual obligations set forth in this Development Agreement (hereinafter “Agreement”), agree and covenant as follows:

ARTICLE I.

Section 1.01 The Developer agrees to develop the Project Area at its own cost in accordance with plans approved by the City Engineer. Upon completion, the Developer will dedicate the public improvements, if any, to the City.

Section 1.02 The Developer shall meet the following development standards in order to qualify:

- 1) Provide for one or more structures with a high degree of architectural appeal.
- 2) Provide for a complimentary and consistent signage package.
- 3) Provide for a traffic circulation system to reduce congestion and traffic conflicts.
- 4) Provide for a parking lot and driveway system that reduces the impact of the paved areas on the appearance of the site and buildings by applying effective screening and landscaping techniques

Section 1.03 The Developer agrees to indemnify, defend and hold harmless the City from all claims arising out of or in connection with the construction of the Project. The Developer will cause the contractor to obtain insurance under a policy acceptable to the City.

Section 1.04 The Developer acknowledges that it, and its successors-in-interest to the Project Area, may be eligible for certain property tax benefits under Iowa law, other than the incentives in this Agreement and agrees on its own behalf, and on behalf of its successors-in-interest, that said benefits have been taken into consideration in the calculation of the valuation increment for purposes of assessment. Therefore, the Developer, and its successors-in-interest, hereby waive and shall not be entitled to any other incentives from the City.

Section 1.05 The Developer has power to enter into the Agreement, and all Exhibits hereto, without violation of any contract, instrument or agreement to which the Developer is a party.

Section 1.06 The Developer is not in violation of any local, state or federal environmental law or regulation with respect to the Project Area, and is not aware of any pending or threatened claim against the Developer with respect to such laws.

Section 1.07 The Developer agrees that upon completion of the building and site improvements (the "Improvements"), and for fifteen years thereafter or until the Developer receives \$771,886.00 whichever comes first, the Improvements will have a taxable valuation of not less than \$1,755,000.00.

ARTICLE II.

Section 2.01 City shall pay to Developer the incremental increase in property taxes collected from the Project Area over a fifteen year period, but in no event in an amount to exceed

\$771,886.00 from the date a qualified improvement is placed on the tax roll, whether the taxes are paid by Developer or a subsequent owner of a parcel in the Project Area (“City Contribution”). The City’s obligation for payment is subject to the following conditions precedent:

a) The amount of the incentives shall be restricted and limited by the City’s ability to capture the tax increment funds from the qualifying Project. This will include but may not be limited by the following:

i) The amount of tax increment collected from the Project on an annual basis.

ii) Tax abatement as allowed by City Code and State of Iowa Code is not available for the Project.

iii) Amendments to the laws of the State of Iowa that limit or revise the amount of tax increment funds available to the City from the qualifying project.

iv) A change in project status that allows a building or the Project to become property tax exempt for ten years after the end of the incentive.

b) Developer’s obligations under this Agreement have been met, including but not limited to, completion and acceptance of each phase of improvements; and

c) Ad valorem real estate taxes owed, with respect to the Project Area, have been paid.

Section 2.02 Subject to the terms of this Agreement, semiannual payments shall be paid to the Developer on or about the first working day of January and the first working day of July of the fiscal year following the fiscal year such incremental taxes are paid, upon finding that the conditions precedent have been satisfied for said year. At the time of each such payment, the City shall provide the Developer such information as is necessary to show how the payment was calculated. The Developer may, within fifteen (15) days thereafter, make written protest of said calculation to the City Clerk.

Section 2.03 The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Polk County Treasurer that are attributable to the Property with the Project thereon. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the term of this Agreement, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount of Incremental Property Tax Revenues to be collected in the following fiscal year. In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the City to make such Payments or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council

to not obligate funds for any particular fiscal year's Payments shall not render this Agreement null and void.

ARTICLE III.

Section 3.01 The City Contribution is contingent upon compliance with all terms and conditions precedent contained in this Agreement. If any ad valorem real estate taxes levied on the Project Area have not been paid on any payment date, then the City contribution shall be reduced by a percentage equal to the percentage the non-payment of the tax bears to the total tax liability, up to and including a 100% reduction. Provided, however, in the event taxes are subsequently collected, the parties agree that said taxes shall be used to determine payments to the Developer.

Section 3.02 In the event the Developer breaches any term of this Agreement and said breach is not cured within 30 days after written notice to the Developer, the City shall have the right to cancel this Agreement, suspend performance or payment, take any legal or administrative action deemed appropriate to obtain the refund of the City Contribution, to recover damages or enforce the Developer's performance obligations under this Agreement, or seek any combination of these remedies. Provided, however, any default shall be considered cured in the event said default cannot be cured within 30 days and Developer is making a good-faith effort to cure the default.

In the event the City breaches any term of this Agreement and said breach is not cured within thirty days after written notice to the City, the Developer shall be entitled to bring any cause of action it may have against the City, whether at law or in equity, to recover damages or enforce the City's obligations under this Agreement.

ARTICLE IV.

Section 4.01 The Developer acknowledges:

- a) The importance of the development of the Project Area to the creation of jobs and the general welfare of the community;
- b) The assistance given by the City that has made such development possible; and
- c) The fact that any act or transaction involving or resulting in a significant change of control of the Project Area is, for practical purposes, a transfer or disposition of the Project Area, and that the qualifications and the identity of the Developer are of particular concern to the community and the City. The Developer further recognizes that it is because of Developer's qualifications and identity that the City is entering into this Agreement.

Section 4.02 For the foregoing reasons, the Developer represents and agrees for itself, and its successors and assigns, that prior to completion of the Project, the Developer shall notify the City of any sale, partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement, the Project Area, or any part thereof or any interest therein.

Section 4.03 Notwithstanding the above, in the absence of specific written agreement by the City, no such transfer shall be deemed to relieve the Developer, or its successor-in-interest, or any other party bound in any way by this Agreement or otherwise from any of its obligations.

ARTICLE V.

Section 5.01 The penalty for failure to perform the conditions or policies sited herein, the Development Agreement or the covenants shall be repayment of an equivalent value of all, or a portion of, the incentive payments received.

Section 5.02 Any substantive change to the approved Project will be considered an amendment to the Agreement. Changes include but are not limited to significant alterations of usage, design, or investment. The amendment must be requested in writing. No amendment will be valid until approved by the City Council.

a) Extension requests for application for incentives and/or performance shall be approved only when the following conditions apply:

i) The delay was caused by events over which the recipient had no control and could not have reasonably predicted; and

ii) If an extension is approved, there is a reasonable probability that the originally proposed project attainment goal can be achieved.

iii) Projects which do not fit under the above conditions and where special consideration can be obtained from the recipient which appear appropriate may be brought to the City Council for disposition.

Section 5.03 In no case would the accumulative extensions approved on any project exceed 12 months.

Section 5.04 The Developer shall promptly notify the City of the initiation of any claims, lawsuits, bankruptcy proceedings or other proceedings brought against the Developer, which would adversely affect the Project.

Section 5.05 The Developer shall provide prompt advance notice to the City of any proposed change in the Developer ownership (excluding changes resulting from gifting an inheritance), structure or control, which would materially affect the Project. Nothing contained in this Agreement shall prohibit a transfer but shall require notification only.

Section 5.06 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, state and/or federal government restrictions, terrorist acts, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

Section 5.07 The Developer agrees to enter into an assessment agreement (the "Assessment Agreement"), pursuant to Section 403.6 of the Code of Iowa fixing the minimum assessed valuation of the Development Property, in contemplation of the Base Value, plus the heretofore untaxed value of the Development Property, plus the value to be added by the Project, at not less than One Million Seven Hundred Eighty-three Thousand Eight Hundred Dollars (\$1,783,800.00) (the "Minimum Assessed Value") as of January 1, 2016 (the "First Valuation Date"). Unless otherwise agreed to in writing the parties, and except for Unavoidable Delays, it is intended by the Company that the Minimum Assessed Value shall be established on the Polk County property tax rolls as of the First Valuation Date. If the Developer is working diligently but unable to complete the Project prior to January 1, 2016, the parties agree to work together in good faith to amend the contemplated timeframe herein. The Assessment Agreement shall be in substantially the form as set forth on Exhibit "B" hereto.

ARTICLE VI.

Section 6.01 This Agreement and all related instruments shall be interpreted in accordance with the law of the State of Iowa and any action relating to this Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

Section 6.02 This Agreement, the Declaration and the Exhibits herein referenced, shall constitute the entire agreement between the City and the Developer concerning its subject matter and supersede all other written and oral agreements, discussions and negotiations. The terms of this Agreement may not be amended except in writing by agreement of the City and the Developer.

Section 6.03 This Agreement shall be binding upon the Developer and all successors-in-interest and shall run with the land.

Section 6.04 This Agreement shall take effect immediately upon execution by the parties.

Section 6.05 The City agrees that all notices to be given to the Developer shall also be given to Developer's lender in accordance with any written instructions provided by said lender.

DATED this 26 day of MAY, 2015.

Bridge Pointe, L.L.C.

By: Paul Koester

CITY OF POLK CITY, IOWA

By: _____

Jason Morse, Mayor

Attest:

By: David G. [Signature]

By: Jennifer Ratcliff, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

STATE OF IOWA, COUNTY OF POLK, ss:

On the 21 day of May, 2015, before me, the undersigned, a Notary Public in and for the said State, personally appeared Paul Koester, and David Aschoff to me personally known, who being by me duly sworn, did say that they are the Mayor and Co-Manager respectively, of the corporation executing the within and foregoing instrument to which this is attached; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Paul Koester, and David Aschoff as officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

On the ___ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jason Morse and Jennifer Ratcliff, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Polk City, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Polk City, Iowa, on the ___ day of _____, 2015, and the said Jason Morse and Jennifer Ratcliff acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Jennifer M. Ratcliff
Notary Public in and for the State of Iowa

Notary Public in and for the State of Iowa

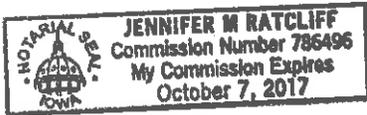


EXHIBIT "A"

Legal Description of Property

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD

Lot 2 in Polk City Business Park Plat 2, an Official Plat in Polk City, Polk County, Iowa

EXHIBIT "B"

ASSESSMENT AGREEMENT

THIS AGREEMENT is dated as of the 26 day of AAA, 2015, by and between the City of Polk City, Iowa, (the "City") and Bridge Pointe, L.L.C. (the "Company").

WITNESSETH

WHEREAS, the Company is the owner of certain real property the legal description of which is contained in Exhibit "A" attached hereto (the "Development Property"), which is located in the City's Polk City Urban Renewal Area; and

WHEREAS, a Development Agreement (the "Development Agreement") has been executed between the City and the Company with respect to the development of a new commercial building on the Development Property (the "Project"); and

WHEREAS, the City has agreed to provide certain financial incentives to the Company in connection with acquisition of the Development Property and the development of the Project thereon; and

WHEREAS, the City and the Company have agreed that incremental property tax revenues to be derived from the Development Property will support the provision of financial incentives to the Company; and

WHEREAS, the Assessor's records show the valuation for the Property and any related improvements as of January 1, 2015 to be \$28,800; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, the City and the Company desire to establish a minimum assessed valuation for the Property and the Project to be constructed thereon, which shall be effective as of January 1, 2016 and from then until this Agreement is terminated pursuant to the terms herein;

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Effective January 1, 2016, the minimum assessed valuation which shall be assessed for the Property shall be One Million Seven Hundred Eighty-Three Thousand Eight Hundred Dollars (\$1,783,800.00) until the termination of this Agreement, as hereinafter set forth.
2. The Company hereby agrees that the assessed valuation (hereinafter referred to as the ("Minimum Actual Value")) set forth in Section 1 above shall become and remain effective as of the appointed date, and throughout the Term of this Agreement, regardless of the actual degree of completion or incompleteness of the Project, even if construction of the Project is not commenced by such date. Furthermore, the Company acknowledges that the City has changed its position in

reliance on the timeliness of such increase in valuation for the provision of the financial incentives set forth in the preamble hereof.

- 3. The Company agrees to pay when due, all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Development Property, subject to any limitations set forth in the Development Agreement. The Company further agrees that until this Agreement is terminated it will not seek administrative or judicial review of the applicability, enforceability, or constitutionality of this Agreement or the obligation to be taxed based upon the Minimum Actual Value or to raise any such argument by way of defense in any proceedings, including delinquent tax proceedings.
- 4. Nothing herein shall be deemed to waive the Company's rights under Section 403.6(19) Code of Iowa, (2013) or otherwise, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value.
- 5. This Agreement, and the Minimum Actual Value established herein, shall be effective through June 30, 2030.
- 6. This Agreement shall be promptly recorded with the Polk County Recorder, along with a copy of Iowa Code Section 403.6, and the Company shall pay all costs associated with such recordation.
- 7. Neither the preamble nor provisions of this Agreement are intended to, nor shall they be construed as, modifying the terms of any other contract between the City and the Company, including the Development Agreement. If there is any conflict between the terms of this Agreement and the Development Agreement, the terms of the Development Agreement shall control.

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

CITY OF POLK CITY, IOWA

By _____
Mayor

Attest:

City Clerk

Bridge Pointe, L.L.C.

By: Paul Kouts

By: David G. Cluff

STATE OF IOWA)

COUNTY OF POLK)

On this 21 day of May, 2015, before me the undersigned, a Notary Public in and for the State of Iowa personally appeared Raul Koester to me personally known, who, being duly sworn did say that he is a Co-Manager of Bridge Pointe, L.L.C., the entity executing the instrument to which this certificate is attached; that said instrument was signed on behalf of said entity by authority of its governing body and that the said Raul Koester acknowledges the execution of said instrument to be the voluntary act and deed of said entity, by it voluntarily executed.

Jennifer M. Ratcliff
Notary Public



STATE OF IOWA)

COUNTY OF POLK)

On this 21 day of May, 2015, before me the undersigned, a Notary Public in and for the State of Iowa personally appeared David Aschoff to me personally known, who, being duly sworn did say that he is a Co-Manager of Bridge Pointe, L.L.C., the entity executing the instrument to which this certificate is attached; that said instrument was signed on behalf of said entity by authority of its governing body and that the said David Aschoff acknowledges the execution of said instrument to be the voluntary act and deed of said entity, by it voluntarily executed.

Jennifer M. Ratcliff
Notary Public



EXHIBIT A TO MINIMUM ASSESSMENT AGREEMENT

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

Certain real property situated in the City of Polk City, County of Polk, State of Iowa more particularly described follows:

Lot 2 in Polk City Business Park Plat 2, an Official Plat in Polk City, Polk County, Iowa

CERTIFICATE OF THE POLK COUNTY ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to such land and improvements upon completion shall not be less than One Million Seven Hundred Eighty-Three Thousand Eight Hundred Dollars (\$1,783,800.00).

County Assessor for Polk County, Iowa

Subscribed and sworn to before me this ____ day of _____, 2015.

Notary Public

Prepared by and return to: D. Mark Marcouiller, Wasker, Dorr, Wimmer & Marcouiller PC 4201 Westown Parkway, Suite 250,
West Des Moines, Iowa 50266-6720 (515) 283-1801

ASSIGNMENT OF AGREEMENTS

THIS ASSIGNMENT OF AGREEMENTS (hereinafter "Assignment") is made and entered into on this _____ day of _____, 2015, by Bridge Pointe, L.L.C., an Iowa Limited Liability Company, 3050 SE Enterprise Drive, Suite A, Grimes, IA 50111 (hereinafter "Borrower"), for the benefit of Community State Bank, 1640 SW White Birch Circle, Ankeny, IA 50023 (hereinafter "Lender").

WITNESSETH

WHEREAS, on or about the same date as this Agreement, Borrower has executed and delivered to Lender a Promissory Note (hereinafter the "Note") payable to the order of Lender in the amount of \$ 548,000.00. In connection with said Promissory Note, Borrower has executed for the benefit of Lender a Mortgage, Commercial Security Agreement and other related loan documents (hereinafter "Loan Documents"). Said Loan by Lender to Borrower is for the purpose of providing Borrower with financing to construct a commercial building on Lot 2 in Polk City Business Park Plat 2, an Official Plat in Polk City, Polk County, Iowa (hereinafter referred to as the "Project"); and

WHEREAS, Borrower has presented the Project to the City of Polk City for its approval and consideration. Said Project qualifies as an "Urban Renewal Project" and Borrower has entered into two agreements with the City of Polk City (hereinafter the "City") which provide Borrower with certain tax and development benefits; and

WHEREAS, as a condition of said Loan Documents, Lender has required that Borrower assign to Lender for collateral purposes all of Borrower's right, title and interest in said two agreements.

NOW, THEREFORE, IN CONSIDERATION OF the making of the subject loan by Lender to Borrower and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower, as additional security for the payment of all principal, interest, charges, fees and other sums due to Lender under the Loan Documents and for the observance, performance and discharge of each and every other obligation, covenant and agreement to be observed,

performed or discharged under the Loan Documents, hereby absolutely grants a first and senior Lien on and security interest in and hereby collaterally assigns, transfers and sets over to Lender, its successors and assigns, all of Borrower's right, title and interest in and to the following (collectively, the "Contract Collateral");

- A. The "Tax Increment Development Agreement" between Borrower and the City dated the 26 day of MAY, 2015 and filed in the office of the Polk County Recorder on the _____ day of _____, 2015 in Book _____ at Page _____; and
- B. The "Assessment Agreement" dated the 26 day of MAY, 2015 entered into by and between the Borrower and the City which was attached as Exhibit B to said "Tax Increment Development Agreement".

BORROWER HEREBY AGREES to the following terms and conditions of this Assignment:

1. Borrower represents, warrants and covenants to and with Lender that: (a) Borrower shall not make any changes in or amendments to any of the Contract Collateral without the prior written consent of Lender; and (b) authorizes any payment due Borrower from City of Polk City to be paid directly to Lender during the terms of the Contract Collateral. Notwithstanding any language herein to the contrary, Lender agrees that Lender's right to receive any payment due Borrower from the City of Polk City shall only be effective upon or at any time after the occurrence of, and during the occurrence of, an Event of Default of the Loan Documents by Borrower.

2. Neither this Assignment nor any action or inaction on the part of Lender (including any assumption by Lender of the rights and obligations under the Contract Collateral pursuant to the provisions of Paragraph 4 hereof) shall relieve Borrower of any obligation under the Contract Collateral, and Borrower shall continue to be solely liable for all obligations thereunder. Borrower agrees to perform each and all of Borrower's obligations under the Contract Collateral. Borrower hereby protects, defends, indemnifies and holds Lender free and harmless from and against any and all loss, cost, liability or expense (including attorneys' fees and accountants' fees) resulting from any failure of Borrower to so perform under the Contract Collateral, and the amount thereof, together with interest on such amount at the Default Rate from the date such amount is incurred by Lender to the date of payment thereof by Borrower to Lender, shall be secured hereby and by the Loan Documents. Borrower shall reimburse Lender for such amounts within ten (10) days after written demand, and upon failure of Borrower to do so, the same shall be an Event of Default for which Lender shall be entitled to exercise any and all rights and remedies provided in the Loan Documents or at law or in equity and any such payment shall be subject to Default Interest.

3. Any failure by Borrower in the performance or observance of any covenant or condition hereof or of the Contract Collateral shall be a default hereunder. Borrower shall have five (5) days after the earlier to occur of the date Borrower obtains knowledge of such default or the date Lender sends notice of such default to Borrower (or such shorter period expressly provided herein) within which to cure the same, or the date which would be a default under the Contract Collateral pursuant to the terms of the Contract Collateral.

4. Upon or at any time after the occurrence of, and during the continuance of, an Event of Default, Lender shall be entitled to all of the rights, remedies, powers and privileges

available to a secured party under applicable law, including, but not limited to the Security Instrument and the Uniform Commercial Code, as amended from time to time and available pursuant to the Loan Agreement, the Note, and/or any of the Loan Documents. Upon or at any time after the occurrence of, and during the continuance of, an Event of Default, Lender may, but shall not be obligated to, assume all of the obligations of Borrower under any or all of the Contract Collateral and/or exercise the rights, benefits and privileges of Borrower under any of the Contract Collateral, and in such event, Lender shall be entitled to utilize the Contract Collateral in Borrower's place and stead, in the name of Borrower. In connection therewith, Lender shall be entitled to take possession of and use all books of account and financial records of Borrower and its representatives relating to the Property. In such event, Lender may give notice to any or all of the Contracting Parties, either requiring the Contracting Party to continue performance under its Agreement or, alternatively, terminating the Agreement. This Assignment shall constitute a direction to and full authority to the Contracting Parties under the Agreements to act at Lender's written direction and otherwise perform on Lender's behalf under the Agreements, without proof of the Event of Default relied upon. The Contracting Parties shall be entitled to rely upon written notice from Lender that Lender has assumed all of the rights and obligations of Borrower under the applicable Agreement without any inquiry into whether Borrower is in default hereunder or under any of the Loan Documents. Such assumption of an Agreement by Lender shall be evidenced by written notice from Lender to the applicable Contracting Party and Borrower. Under no circumstances shall Lender be deemed by any part to have assumed Borrower's rights and obligations under an Agreement unless and until such written notice is delivered to the Contracting Party in accordance with the foregoing provision. Borrower hereby releases and discharges Lender from any liability, claims or causes of action arising from any action taken by Lender in accordance with this paragraph. Borrower agrees to obtain consents to the assignment of such Contract Collateral agreements as Lender in its sole discretion feels are required using such forms as Lender shall determine are appropriate for such purpose.

5. Lender shall have the right at any time, but shall have no obligation, to take in Lender's name or in the name of Borrower, or otherwise, such action as Lender may at any time or from time to time determine to be necessary to cure any default under the Contract Collateral or to protect the rights of Borrower or Lender thereunder; provided Lender shall not take any such action except after notice to Borrower identifying the default and the failure of Borrower to cure such default within five (5) days or such period as may be required by the particular Contract Collateral. Lender shall incur no liability to Borrower if any action taken by Lender or in Lender's behalf in good faith pursuant to this Assignment shall prove to be in whole or in part inadequate or invalid. Borrower hereby protects, defends, indemnifies and holds Lender free and harmless from and against any and all loss, cost, liability or expense (including attorneys' fees and accountants' fees) to which Lender may be exposed, or that Lender may incur, in exercising any of Lender's rights under this Assignment, and the amount thereof, together with interest on such amount at the Default Rate from the date such amount is incurred by Lender to the date of payment thereof by Borrower to Lender shall be secured hereby and by the Loan Documents and Borrower shall reimburse Lender therefore within ten (10) days after written demand, and upon failure of Borrower to do so, the same shall be an Event of Default under the Loan Agreement for which Lender shall be entitled to exercise any and all rights and remedies provided in the Loan Documents or at law or in equity.

6. Borrower hereby irrevocably constitutes and appoints Lender as Borrower's true and lawful attorney-in-fact in Borrower's name or in Lender's name, or otherwise, from and after the occurrence of, and during the continuance of, an Event of Default, to enforce all of the rights of

Borrower under the Contract Collateral. It is hereby recognized that the power of attorney herein granted is coupled with an interest and shall not be revocable so long as any of the Debt remains outstanding.

7. Borrower represents and warrants that Borrower has delivered to Lender true and correct copies of all Agreements in existence on the date hereof and such Agreements are in full force and effect in accordance with their respective terms. If required by the terms of the applicable contract, Borrower shall promptly obtain and deliver to Lender consents to the terms of this Assignment, in forms reasonably acceptable to Lender, from such Contracting Parties as Lender may request from time to time.

8. It is understood that this Assignment shall not operate to constitute Lender a mortgagee in possession of the Property, or to place responsibility for the control, care, management or repair of the Property upon Lender, nor shall it operate to make Lender responsible or liable for any waste committed on the Property by any party, or for any dangerous or defective condition of the Property, including the presence of any Hazardous Substances, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

9. This Assignment and the agreements and undertakings of Borrower hereunder shall be binding upon Borrower and Borrower's successors and assigns, and shall inure to the benefit of Lender and Lender's successors and assigns and any purchaser of any interest of Lender in the Note, the Loan Agreement, the Security Instrument and the Loan Documents.

10. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND INTERPRETED AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF IOWA. VENUE FOR ANY ACTION IN CONNECTION WITH THIS AGREEMENT SHALL BE IN THE IOWA DISTRICT COURT IN POLK COUNTY, IOWA.

11. BORROWER AND LENDER HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS ASSIGNMENT. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER AND LENDER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO TRIAL BY JURY WOULD OTHERWISE ACCURE OR EXIST. EACH PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE OTHER.

Borrower, at Borrower's expense, shall execute and deliver all such instruments and take all such action as Lender, from time to time, may reasonably request in order to obtain the full benefits of this Assignment and of the rights and powers herein created and to maintain and perfect the security interest granted by this Assignment.

12. All notices or other communications required or permitted to be given hereunder shall be given to the parties and become effective as provided in the Loan Agreement.

13. The Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

14. If any term, covenant or condition of this Assignment or the application thereof to any Person or circumstance is held to be invalid, illegal or unenforceable in any respect, the remainder of this Assignment and the application of the provisions hereof to other Persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

15. All rights and remedies herein conferred may be exercised whether or not foreclosure proceedings are pending under the Loan Agreement or the Note(s) or any other action or proceeding has been commenced under any Loan Document. Lender shall not be required to resort first to the security of this Assignment before resorting to the security of the Loan Documents and Lender may exercise the security hereby or thereof concurrently or independently and in any order of preference.

16. Upon payment in full of all sums due Lender under the Note and/or any Loan Documents, this Assignment shall become and be void and of no effect.

17. This Assignment shall constitute a security agreement for all purposes under the Uniform Commercial Code of the State of Iowa, as amended from time to time.

18. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS ASSIGNMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS ASSIGNMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

IN WITNESS WHEREOF, Borrower has caused this Assignment to be duly executed by its duly authorized representatives, all as of the day and year first above written.

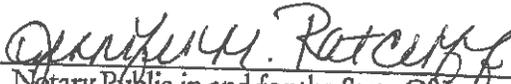
Bridge Pointe, L.L.C.

By: Paul Koester
Paul Koester, Manager

By: David Aschoff
David Aschoff, Manager

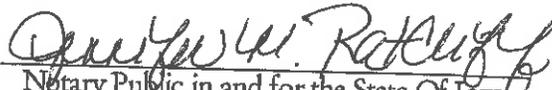
STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 21 day of May, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Paul Koester, to me known to be the identical person named in and who executed the within and foregoing instrument as Manager of Bridge Pointe, L.L.C. and acknowledged that he executed the same as his voluntary act and deed.


Notary Public in and for the State Of Iowa


STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 21 day of May, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared David Aschoff, to me known to be the identical person named in and who executed the within and foregoing instrument as Manager of Bridge Pointe, L.L.C. and acknowledged that he executed the same as his voluntary act and deed.


Notary Public in and for the State Of Iowa


City of Polk City

309 W Van Dorn
Polk City, IA 50226

DATE ISSUED: July 1, 2015

C

Contractor Alan Heberer, D.O. 2504 NE 99 th Place Ankeny, IA 50021	Department: Polk City Fire Department 309 W. Van Dom Street Polk City, Iowa 50021
Contract Period Effective: July 1, 2015 Annual Cost: \$2,000.00	Terminates: June 30, 2017** Payable: Quarterly in 4 equal payments.

DESCRIPTION OF ITEMS CONTRACTED

Contractor agrees to provide Medical Direction to the City's Emergency Medical Services as required by Iowa Code Chapter 147A. The medical director shall be responsible for providing appropriate medical direction and overall supervision of the medical aspects of the Emergency Medical Services Department and shall ensure that those duties and responsibilities are not relinquished before a new or temporary replacement is functioning in that capacity.

The medical director's duties include, but are not limited to:

- Develop, approve and update protocols to be used by the service program.
- Develop and maintain liaisons between the service, other physicians, physician designees and the hospitals.
- Monitor and evaluate the activities of the service program and individual personal performance.
- Assess the continuing education needs of the service and service personnel and assist as needed in providing appropriate continuing education.
- Make him/herself available for individual evaluation and consultation to service personnel.
- Perform or appoint a designee to complete medical audits as required.
- Ensure maintenance of skills of service program personnel.
- Inform the medical community of the emergency medical care being provided according to approved protocols in the service program area.
- Help resolve service operational programs.

The medical director shall also:

- Review and approve the Fire Departments immunization programs and blood borne pathogens programs.
- Attend service meetings at least semi-annually

The annual fee for above services shall be \$2,000.00 paid in four equal payments of \$500.00 quarterly. This contract shall be renegotiated every two years upon renewal of contract.

**The contract shall cover the period from July 1, 2015 through June 30, 2017. The City reserves the right to extend this contract for another 24-month period if the two parties agree to such an extension.

Contractor Signature:	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved
Alan Heberer, D.O. 2504 NE 99 th Place Ankeny, IA 50021	Mayor Signature: <hr style="border: 0.5px solid black;"/> <p style="text-align: center;">Polk City, Mayor</p> Fire Chief Signature: <hr style="border: 0.5px solid black;"/> <p style="text-align: center;">Fire Chief</p>

RESOLUTION NO. 2015-37

RESOLUTION PROVIDING FOR THE NOTICE AND HEARING BEFORE THE CITY COUNCIL OF THE CITY OF POLK CITY, IOWA, ON A PROPOSAL TO REZONE A PORTION OF PROPERTY OWNED BY DEER HAVEN FROM R-2, TO PLANNED UNIT DEVELOPMENT (PUD) MASTER PLAN

Whereas, an application was made by Ed Bradshaw to acquire a portion of property as Bradshaw Property, now known as Deer Haven for R-2, to Plan Unit Development (PUD); and,

Whereas, the City of Polk City, Planning and Zoning has recommended the rezoning to the City of Polk City, City Council.

Now Therefore Be It Resolved, by the City Council of the City of Polk City, Iowa, as follows:

A public hearing is hereby set for 6:30 o'clock pm on the 8th day of June 2015 at the City Council Chambers, City Hall, Polk City, Iowa, on the proposal to rezone a portion of property owned by Deer Haven from R-2, to Planned Unit Development (PUD) Mater Plan.

Dated the 26th day of May 2015

Jason Morse, Mayor

Attest:

Jennifer Ratcliff, City Clerk

NOTICE OF PUBLIC HEARING OF REZONING

Notice is hereby given that on the 8th day of June 2015, Polk City, City Council will hold a public hearing on a petition submitted to the City of Polk City, Iowa by Ed Bradshaw and David Bradshaw to rezone property from its present zoning classification of R-1, Single Family Detached Residential District to P.U.D.

The properties are legally described as:

A part of the Lots 3 and 4, the Official Plat of the Northwest Fractional Quarter and the North Half of the Southwest quarter of Section 1, Township 80 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 a point 33.00 feet Northeast of the Northeast corner of Lot 6, Block 'B', Des Moines Co's Addition to Polk County, Iowa, an Official plat, City of Polk City, Polk County, Iowa, said point also being the centerline of Broadway Street, as it is presently established; thence S51°22'19"E, 272.74 feet along said centerline; thence S38°27'32"W, 182.81 feet; thence S51°22'19"E, 163.40 feet; thence S28°51'30"E, 80.38 feet; thence S39°28'19"W, 219.50 feet; thence S41°00'00"W, 236.22 feet to a 1500.00 feet radius curve concave to the Southeast; thence Southwesterly 222.53 feet along said curve, said curve having a chord length of 222.33 feet and a chord bearing of S36°45'00"W; thence S32°30'00"W, 38.17 feet to a 800.00 feet radius non-tangent curve concave to the Southwest; thence Northwesterly 267.63 feet along said curve, said curve having a chord length of 266.39 feet and a chord bearing of N67°05'02"W to a 500.00 feet radius reverse curve concave to the Northeast; thence Northwesterly 229.77 feet along said curve, said curve having a chord length of 227.75 feet and a chord bearing of N63°30'11"W; thence N50°20'18"W, 49.80 feet to the East line of Block 'H', Des Moines Co's Addition to Polk County, Iowa, an official plat, City of Polk City, Polk County, Iowa; thence N39°39'42"E, 1081.51 feet along said East line, and the East line of Blocks 'F' and 'D', Des Moines Co's Addition to Polk County, Iowa, an official plat, City of Polk City, Polk County, Iowa, and along said Block 'B' to the Point of Beginning.

Said tract of land contains 10.995 acres more or less.

Said tract of land being subject to any and all easements of record.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that said petition will come before the City Council on June 8, 2015 at 6:30 p.m. at which time you may appear and present any reasons that you may have, either in favor of or against said proposed rezoning.

DATED this 26th day of May 2015

Jennifer Ratcliff, City Clerk

RESOLUTION 2015-38

A RESOLUTION SETTING A PUBLIC HEARING FOR THE ADMENDMENT OF ZONING ORDINANCE THAT WOULD RESTRICT ADDITONAL RELIGIOUS FACILITIES FROM BEING PERMITTED IN THE C-2 ZONING DISTRICT

WHEREAS, the Polk City Planning and Zoning Commission has recommended to the City Council of the City of Polk City, Iowa, that a restriction be made to preserve C-2 properties for commercial uses.

WHEREAS, the Polk City Planning and Zoning Commission has recommended to the City Council of the City of Polk City, Iowa, the restriction of religious facilities in the C-2 zoning district.

WHEREAS, said religious institutions are currently permitted uses in R-1 Single Family Detached Residential District, R-1A Single Family Residential District, R-2 1 and 2 Family Residential Family District, C-TS Town Square Business District, C-1 Central Business District, C-2 Commercial District, C-4 Neighborhood friendly Commercial District

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Polk City, Iowa, hereby orders a public hearing and notice thereof to be held on June 8 at 6:30 p.m. in the City Hall Council Chambers, Polk City, Iowa, on the proposed amendment of zoning ordinance that would restrict additional religious facilities from being permitted in the C-2 Zoning District

DATED this 26th day of May, 2015.

Jason Morse, Mayor

ATTEST:

Jennifer Ratcliff, City Clerk

NOTICE OF PUBLIC HEARING

TO ALL CITIZENS AND OTHER PARTIES IN INTEREST WHO MAY HAVE A RIGHT TO BE HEARD ON AN AMENDMENT TO CHAPTER 165, ZONING REGULATIONS, OF THE POLK CITY MUNICIPAL CODE BY RESTRICTING RELIGIOUS FACILITIES IN THE C-2 ZONING DISTRICT

You are hereby notified that on June 8, 2015, as soon after 6:30 p.m. as possible, in the City Council Chambers of the City of Polk City, Iowa, the City Council of Polk City, Iowa will hold a public hearing on an amendment to Chapter 165, Zoning Regulations of the Polk City Municipal Code by restricting religious facilities in the C-2 Zoning District.

You are further notified that at the aforesaid time and place all persons who desire to object to, support or otherwise comment on such ordinance, will have an opportunity to be heard, and that, after said hearing, said City Council of the City of Polk City, Iowa will take action on such ordinance without further notice or hearing.

By order of the City Council, the Clerk is hereby directed to publish said notice as required by law.

Jennifer Ratcliff
City Clerk

Published in the Ankeny Register on the 29th day of May, 2015

ORDINANCE NO. 2015-____

AN ORDINANCE AMENDING THE CHAPTER 165 – ZONING REGULATIONS OF THE MUNICIPAL CODE OF THE CITY OF POLK CITY, IOWA BY RESTRICTING RELIGIOUS FACILITIES IN THE C-2 ZONING DISTRICT

WHEREAS religious institutions are currently permitted uses in the R-1 Single Family Detached Residential District, R-1A Single Family Residential District, and R-2 One and Two-family Residential District; and

WHEREAS religious institutions are currently permitted uses with Restrictions in the C-TS Town Square Business District, C-1 Central Business District, C-2 Commercial District, and C-4 Neighborhood Friendly Commercial District; and

WHEREAS the City of Polk City, Iowa recognizes the importance of preserving certain areas of the city that are intended and designed to provide for general uses and activities of a retail business, service industry, or professional office that by nature of their business, provide services and commodities that benefit the community at large, and particularly the C-2 Commercial Districts located along arterial streets.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF _____ IOWA:

Section 1. That Chapter 165 – Zoning Regulations of the Municipal Code of the City of Polk City, Iowa, is hereby amended by adding the following clause to Section 165.10, paragraph 3 – Restrictions for Principal Permitted Uses:

F. Religious Institutions shall be subject to the following restrictions:

- (1) Religious Institutions ~~that have not received for which there no~~ Site Plan ~~approval has been approved~~ by the City Council as of the effective date of this Ordinance shall not be permitted in the C-2 Commercial District.
- (2) Religious Institutions for which a Site Plan has been approved by City Council as of the effective date of this Ordinance shall be considered a permitted use in the C-2 Commercial District. Subsequent a Amendments to the Site Plan for improvements including but not limited to additional parking areas, access roads, and building additions, may be considered for approval by City Council upon recommendation of the Planning and Zoning Commission.

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 ____ day of _____, 2015.

Jason Morse, Mayor

ATTEST:

Jennifer Ratcliff, City Clerk

First reading: _____

Second reading: _____

Third reading: _____

Publication Date: _____

RESOLUTION 2015-39

**A RESOLUTION APPROVING SNYDER & ASSOCIATES, INC.
ENGINEERING INVOICE FOR MARCH 2015**

WHEREAS, Snyder & Associates, Inc. has been appointed by the City Council of the City of Polk City, Iowa, as the city's engineer; and

WHEREAS, there are general engineering fees, fees for engineering contracts for capital improvement projects, and reimbursable development review project fees, as listed:

General Engineering Fees:	\$ 7,875.00
Capital Improvement Projects:	\$ 10,249.13
Reimbursable Development Review Projects:	\$ 4,536.16

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the Snyder & Associates invoice for March 2015, for \$ 22,660.29.

PASSED and approved this 26th day of May 2015.

Jason Morse, Mayor

ATTEST: _____
Jennifer Ratcliff, City Clerk



ENGINEERS & PLANNERS
SNYDER & ASSOCIATES, INC.

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

RECEIVED

MAY 0 6 2015

Date April 30, 2015
To: Gary Mahannah
City of Polk City
P.O. Box 426
Polk City, IA 50226-0426

CITY OF POLK CITY

INVOICE SUMMARY - MARCH SERVICES

Services from March 1, 2015 through March 31, 2015

GENERAL ENGINEERING

<u>2015 General Engineering</u>	115.0001	\$ 1,172.00
<u>Building and Development issues:</u>	115.0001	\$ 3,211.00
<i>Pre-application meetings and coordination with developers, engineers, building inspector, and staff regarding various potential and ongoing projects.</i>		
<u>Miscellaneous Projects:</u>	115.0001	\$ 3,492.00
<i>Polk County Conservation issue related to erosion, elimination of Davis Street extension to Parker Blvd. and alternative street layout, Nissen 2nd driveway and Subdivision regs for extension of existing streets.</i>		
<u>Zoning & Subdivision Ordinances:</u>	115.0001	\$ -

SUBTOTAL \$ 7,875.00

CAPITAL IMPROVEMENT PROJECTS

Big Creek/Barrier Dam Flood Elevations	115.0146	\$ 84.50
Comprehensive Plan	114.1068	\$ 4,113.63
Neal Smith - HTT Feasibility Study (Polk County segment)	115.0188	\$ 5,250.00
Washington Ave/Booth St Reconstruction	113.0548	\$ 801.00

SUBTOTAL \$ 10,249.13

REIMBURSABLE DEVELOPMENT REVIEW PROJECTS

Bridgeview Plat 1: Construction Observation	114.0287	\$ 1,186.16
Lakeside Fellowship Church	115.0288	\$ 1,050.00
Parker Townhomes II: Site Plan	115.0191	\$ 1,450.00
Twelve Oaks Plat 3: Construction Drawings	115.0170	\$ 950.00 <i>2500</i>

SUBTOTAL \$ 4,636.16

TOTAL \$ 22,760.29

22,660.29

RESOLUTION 2015-40

A RESOLUTION ENTERING INTO A 28 E AGREEMENT FOR MUTUAL ASSISTANCE FOR POLK COUNTY FIRE AND RESCUE SERVICES

WHEREAS, it is desirable to jointly agree with other governmental entities to provide Fire/Rescue and Emergency Medical services.

WHEREAS, there has been a long standing Mutual Aid Agreement among Polk County Fire/Rescue and Emergency Medical Services to provide mutual aid in Polk County and adjoining counties in a time of need.

WHEREAS, the current Mutual Aid Agreement providing for these services is in need of updating.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Polk City, Iowa, that the Mayor and the City Clerk are hereby directed to sign on behalf of the City of Polk City, Iowa, the 28 E agreement for mutual assistance for Polk County Fire/Rescue Services as attached.

DATED this 26th day of May, 2015.

Jason Morse, Mayor

ATTEST:

Jennifer Ratcliff, City Clerk



Administration
Phone 515-223-6220
1900 NW 114th Street
Clive, IA 50325-7077
Fax 515-457-3091

Community
Development
Phone 515-223-6221
1900 NW 114th Street
Clive, IA 50325-7077
Fax 515-457-3091

Parks & Recreation
Phone 515-223-5246
1900 NW 114th Street
Clive, IA 50325-7077
Fax 515-457-3092
Aquatic Center
Phone 515-440-0599

Public Library
Phone 515-453-2221
1900 NW 114th Street
Clive, IA 50325-7077
Fax 515-453-2246

Fire Administration
Phone 515-223-1595
8505 Harbach Boulevard
Clive, IA 50325-1029
Fax 515-223-6457

Police Administration
Phone 515-278-1312
8505 Harbach Boulevard
Clive, IA 50325-1029
Fax 515-278-6066

Public Works
Phone 515-223-6231
2123 NW 111th Street
Clive, IA 50325-6917
Fax 515-223-6013

www.cityofclive.com

May 14, 2015

Polk County Fire Chief's Association

RE Updated 28E for Mutual Assistance for Polk County Fire/Rescue Services

Dear PCFCA Members and Partners

Attached for your consideration is an updated 28E for Mutual Assistance for Polk County Fire/Rescue Services.

The 28E replaces the current agreement, signed by participating parties in 2002. The primary purpose of this update is to incorporate current provisions and requirements of Iowa Code Section 28E. There are no other material modifications to this document.

This document has included numerous opportunities for review and input by PCFCA member jurisdictions.

This document is in final form. Jurisdictions that desire to participate are requested to sign and return the signature page no later than June 15, 2015. The signature page should be returned to: PCFCA, c/o Clive Fire Department, Attn: Chief Roe, 8505 Harbach Blvd, Clive, IA 50325.

Sincerely

Rick D. Roe, President
Polk County Fire Chief's Association

28E AGREEMENT FOR MUTUAL ASSISTANCE

for Polk County Fire/Rescue Services

WHEREAS, the undersigned entities (“Party” or collectively “Parties”) provide fire/rescue services and/or emergency medical services (“Emergency Services”) in Polk County and/or the adjoining counties of Boone County, Dallas County, Story County and Warren County (“adjoining counties”); and

WHEREAS, there has been a long standing Mutual Aid Agreement among Polk County fire/rescue and emergency medical services and/or other entities to provide mutual aid in Polk County and adjoining counties in a time of need;

WHEREAS, the current Mutual Aid Agreement is entitled 28E Agreement for Mutual Assistance for Polk County Fire/Rescue Services and is filed with the Iowa Secretary of State at 10:00 a.m. on December 26, 2003, numbered M025293, and recorded with a number of County Recorders, including Boone, Polk, Story and Warren County (“2002 Agreement”); and

WHEREAS, the 2002 Agreement has been in force for thirteen years and should be updated; and

WHEREAS, the Parties have a desire to assist each other in time of need; and

WHEREAS, the Parties each maintain adequate Emergency Services equipment and personnel to respond to the normal emergencies occurring within their respective jurisdictions; and

WHEREAS, situations may arise in regard to medical and fire/rescue emergencies or circumstances which exhaust available personnel and equipment, or require additional or specialty personnel or additional and/or special equipment that the responsible jurisdiction may not have available at any given time; and

WHEREAS, to combat such emergency situations, it is desirable for the Parties to render needed Emergency Services upon a reciprocal basis; and

WHEREAS, the governing bodies of each party are desirous of entering into this 28E Agreement (“Agreement”), the purpose of which is to provide for the Emergency Services of one entity to the other in such emergency or needed situations requiring additional, special personnel, and/or equipment.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

I. Incorporation of Recitals

The foregoing Recitals are incorporated herein as if fully set forth in this paragraph.

II. Definitions

- A. Mutual Aid. The assistance of Emergency Services personnel and equipment provided by one Party (“Assisting Party”) and requested by the other Party (“Assisted Party”) to this Agreement.
- B. Incident Commander. The person who, by virtue of his/her position with the Assisted Party, is responsible for the overall command and direction of the Emergency response activities.
- C. Emergency. Any situation where a Party, due to lack of personnel or training, special equipment needs or magnitude of event, and based upon actual circumstances, concludes that assistance is needed to protect life and/or property within its jurisdiction. The Parties contemplate an Emergency to involve short duration, defined in hours rather than days.

III. Purpose

This Agreement is made pursuant to Chapter 28E, Code of Iowa. The purpose of this Agreement is to provide for Mutual Aid in case of an Emergency arising within the jurisdiction of the Parties to this Agreement.

IV. Request for Assistance

All requests for Mutual Aid in an Emergency shall be made by the Emergency Medical Services Director, Fire Chief or designee of the Assisted Party. Such requests shall state the exact nature of the Emergency and shall include the amount and type of equipment and the number and skills of personnel required, and shall specify the location where the personnel and equipment are needed. The final decision of type and amount of equipment and number of personnel to be provided by the Assisting Party to the Assisted Party shall be at the sole discretion of the Assisting Party. Further, the Assisting Party shall be held harmless by the Assisted Party from liability in connection with its final decision on type and amount of equipment and number of personnel to be provided to the Assisted Party.

V. Authority Over Joint Operations

The Incident Commander of the Assisted Party shall retain overall control of all Emergency response activities. The ranking supervisor of the Assisting Party shall remain in command of his/her personnel and equipment subject, however, to the direction and control of the Incident Commander.

VI. Liability

Employees or volunteers of either Party acting pursuant to this Agreement shall be considered as acting under the lawful orders and instructions pertaining to their employment or volunteer status with such Party. Under no circumstances are employees or volunteers of one Party to be considered employees or volunteers of the other Party.

Each Party waives all claims against the other for compensation for any property loss or damage and/or personal injury or death to its personnel as consequence of the performance of this Agreement. Each Party shall bear the liability and/or costs of damage to its equipment and facilities, and the compensation of its employees or volunteers, including injury or death of its personnel, occurring as a consequence of the performance of this Agreement, whether the damages, costs injury or death occurs at an Emergency in the Party's own jurisdiction or in the jurisdiction of the other Party.

Except as provided herein, each Party shall be responsible for the acts or omissions of its own employees, and shall indemnify, defend and hold harmless the Other Party, its officers, agents and employees from and against any and all suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees arising from loss of or damage to private property, and/or the death of or injury to private persons, arising from services of response rendered pursuant to this Agreement. Provided, however, the Assisted Party shall indemnify, defend and hold harmless the Assisting Party where any suits, actions, debts, damages, costs, charges or expenses arise from execution of a specific command or order pursuant to paragraph V of this Agreement.

Nothing in this Agreement shall prevent or limit either Party to this Agreement from recovering or attempting to recover costs of services rendered to a third party where such recovery of costs is provided for by law.

The Parties to this Agreement do not waive any defenses, immunities or other limitations applicable to a respective party and nothing herein shall be so construed. Each Party to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to asserting defenses of immunities available under applicable law.

This article shall survive the termination of this Agreement where necessary to protect each Party to this Agreement.

VII. Compensation

For fire/rescue services, no Party shall be required to reimburse any other Party for the cost of providing the fire department services set forth in this Agreement. Each Party shall pay its own costs for responding to calls.

The Party transporting a patient from an emergency location to a medical facility will be responsible for billing the patient for services rendered.

If the Assisting Party provides supplemental services or a higher level of medical services than the Assisted Party, such as paramedic services, the Assisted Party may bill the patient for the supplemental services pursuant to accepted billing standards. In the event the Assisted Party does not charge for ambulance services, the Assisting Party will bill the patient for services rendered and retain one hundred percent (100%) of fees collected.

The Assisting Party may bill the responsible person (as defined by Iowa Administrative Code Sections 133.2 and 133.3) at a hazardous substance or condition incident (as defined in Iowa Administrative Code Section 133.1(2)) to reclaim costs associated with responding to the incident.

VIII. Termination

This Agreement may be terminated with respect to that Party for any reason by any Party by giving written notice, by certified mail to the President of the Polk County Fire Chief's Association. This Agreement shall thereafter terminate, with respect to that Party only, sixty (60) days from the date of receipt of termination notice. Upon termination, said terminating Party shall have no further responsibility or obligation or benefits from the other Parties to the Agreement, under this Agreement, except as provided herein.

IX. Effective Date

This Agreement shall be in full force and effect at 12:01 a.m., July 1, 2015, by and between the Parties who have obtained approval hereof by their respective governing bodies. Prior to July 1, 2015, the President of the Polk County Fire Chief's Association shall have filed this Agreement with the Iowa Secretary of State as required by Iowa Code section 28E.9. This Agreement shall remain in full force and effect for an indefinite period of time from the effective date hereof until terminated as provided in paragraph VII.

X. Prior Mutual Assistance Agreements

This Agreement supersedes the 2002 Agreement in full.

XI. Amendments

This Agreement represents the entire Agreement of the Parties. Any amendments must be in writing, approved by the governing body of all Parties, and executed by the authorized representatives of all Parties. Any and all amendments must comply with the provisions of Iowa Code section 28E.8. Any and all such requirements shall be done by the then presiding President of the Polk County Fire Chief's Association or President's designee.

XII. Validity

In the event any part or paragraph of this Agreement is declared void as being contrary to Iowa law, the remaining portions of this Agreement that are valid shall continue in full force and effect.

XIII. No Separate Entity Created -- Administration

It is the Intent of the Parties not to create a separate legal entity or administrative agency under this Agreement. The then presiding President of the Polk County Fire Chief's Association shall serve as Administrator of this undertaking.

XIV. No Real or Personal Property

No real or personal property will be acquired, held or disposed of during this undertaking as no separate entity has been created.

XV. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (excluding conflicts of laws rules), and applicable federal law.

XVI. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

**28E AGREEMENT FOR MUTUAL ASSISTANCE
for Polk County Fire/Rescue Services**

Participating Jurisdictions

<u>Jurisdiction:</u>	<u>Date Signed:</u>
City of Altoona	_____
City of Ankeny	_____
City of Bondurant	_____
Camp Dodge	_____
Camp Township	_____
City of Carlisle	_____
City of Clive	_____
Delaware Township	_____
City of Des Moines	_____
Des Moines Airport Authority	_____
City of Elkhart	_____
City of Granger	_____
City of Grimes	_____
City of Huxley	_____
City of Indianola	_____
City of Johnston	_____
City of Madrid	_____
City of Maxwell	_____
City of Mitchellville	_____
North Warren County Fire Department	_____
City of Norwalk	_____
City of Pleasant Hill	_____
City of Polk City	_____
Saylor Township	_____
City of Slater	_____
City of Urbandale	_____
City of Waukee	_____
City of West Des Moines	_____
City of Windsor Heights	_____

RESOLUTION 2015-41

**A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING
FOR THE CENTRAL IOWA CONSORTIUM**

WHEREAS, through the Capital Cross Roads Initiative the need for mutual and common building codes was determined, and

WHEREAS, through the process of communities working to update their various building codes it became apparent for a need for a committee consisting of local governments to meet and discuss greater opportunities to provide building code updates, and

WHEREAS, 18 Public Entities have worked together to create the Central Iowa Consortium, and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Polk City, Iowa, that the Mayor and the City Clerk are hereby directed to sign on behalf of the City of Polk City, Iowa, the Memorandum of Understanding for the Central Iowa Consortium.

DATED this 26th day of May, 2015.

Jason Morse, Mayor

ATTEST:

Jennifer Ratcliff, City Clerk

MEMORANDUM OF UNDERSTANDING FOR THE CENTRAL IOWA CODE CONSORTIUM

(April 9, 2015)

This Memorandum of Understanding for the Central Iowa Code Consortium (hereafter the "MOU") is made and entered into by and between such of the following Central Iowa Communities as elect to enter into and sign this MOU:

City of Altoona, City of Ankeny, City of Bondurant, City of Carlisle, City of Clive, City of Des Moines, City of Grimes, City of Indianola, City of Johnston, City of Norwalk, City of Pleasant Hill, City of Polk City, City of Urbandale, City of Waukee, City of West Des Moines, City of Windsor Heights, and Dallas County, Polk County,; collectively referred to as "Participating Communities"

The Central Iowa Communities are on different code cycles and have different code provisions that can make it difficult and confusing for businesses, developers and citizens to follow and understand code requirements. Central Iowa is in a great position for future growth and consistency among communities will help the metro economy.

This MOU is a mutual agreement among participating communities for the purpose of creating and implementing a Central Iowa Code Consortium.

1. BACKGROUND

Capital Crossroads is a planning effort to assure the central Iowa region (defined as a fifty mile radius from Des Moines) can grow and prosper. It began with eight organizations (including Bravo Greater Des Moines, Community Foundation of Greater Des Moines, Des Moines Area Metropolitan Planning Organization, Greater Des Moines Partnership, Iowa State University, Prairie Meadows, and United Way of Central Iowa) joining together to sponsor the planning process. 50 citizens participated in the steering committee and the effort engaged more than 5,000 people participating through one-on-one interviews, focus groups and online surveys.

One of the Capital Crossroads focus areas, called 'Capitals', is Governance. The purpose of the Governance Capital is to encourage local governments to sustainably manage growth without sacrificing essential public services by considering high-value, consensus based strategies to effectively serve our communities. The Central Iowa Code Consortium began as an initiative of Capital Crossroads.

In the summer of 2012 representatives from many central Iowa governments met to discuss opportunities for greater cooperation and ways to provide more efficient and effective service. As a result of that meeting local governments were asked to approve a 'Resolution in Support for Local Government Collaboration.'

A pilot program was established to identify ways to increase the amount of formal collaboration between cities and counties. 15 cities and three counties partnered with the Taxpayers Association of Central Iowa and Des Moines Area Community College's (DMACC) Business Resources (DBR) in the pilot program. Two functions of government were selected for the pilot; Public Works and Fire/Emergency Medical Services (EMS).

One of the focus areas for the pilot was the fire code and related code adoption processes. A 'Unified Code Team' was established that consisted of volunteers representing fire service and city administration. The Unified Code Team reviewed the fire codes from many metro communities and identified the similarities and differences. As the team evaluated the fire codes it became evident that all construction and maintenance codes must work together to make them more efficient and effective. So the Team's discussion expanded to include the building, residential, electrical, energy, fire, mechanical, and plumbing codes. The conversation was expanded to include the property maintenance, existing building, swimming pool and spa, and the fuel gas codes.

The Unified Code Team researched models for providing a unified code approach and found a successful model in southern Nevada. The idea is to create a process where codes will be reviewed and discussed by government and industry leaders with the goal of reaching consensus on code provisions and making recommendations to participating communities. The more consistency there is among Central Iowa Communities in adopting and enforcing the aforementioned codes, the fewer barriers there are in growing the regional economy

2. PURPOSE OF THE CENTRAL IOWA CODE CONSORTIUM (CICC)

All Participating Communities have a mutual interest and responsibility for code development, adoption and enforcement to protect life, health, property and the environment. The purpose of the consortium is to have a process whereby government and industry can work together to review, discuss and recommend code provisions for consideration by the Participating Communities. Participating Communities will have the final say on the code and code provisions that are adopted for their community.

The Code Consortium will provide the following benefits to Participating Communities:

- a. Government and the private sector working together toward having a common voice in code development
- b. Similar and consistent code provisions among Participating Communities
- c. Assure key stakeholders are involved in the discussion regarding city codes
- d. Utilization of local subject matter experts representing the public and private sector in reviewing and recommending code provisions
- e. More efficiency and consistency regarding code interpretation and enforcement among Participating Communities
- f. More consistency and less confusion among businesses, developers, designers, architects and citizens that work in multiple jurisdictions

An example of how code provisions can be confusing for citizens are codes for swimming pools and open burning which may vary among metro communities. A citizen may discuss a project (such as constructing a fence around an above ground pool) with a co-worker from a neighboring community and assume their community has the same rules. They may purchase the materials for a fence based on the discussion with their co-worker only to find out their community has different fencing requirements. A situation like this may lead to conflict and frustration between the citizen and the code officials in their community.

3. RESPONSIBILITIES UNDER THE MEMORANDUM OF UNDERSTANDING (MOU)

The Code Consortium shall consist of an Executive Committee and Code Committees for each of the codes. All Participating Communities should encourage staff to participate in code reviews and committee discussion whether or not they serve on a committee.

a. EXECUTIVE COMMITTEE

The Executive Committee shall consist of:

- Six code/building officials
- Three Fire Officials
- Two representatives of local government administration (e.g. city/county manager/administrator, planning/community development director)

The purpose of the Executive Committee is to review, discuss, and make recommendations regarding all construction codes as listed previously in this MOU. The CICC will not make recommendations or changes to the administrative provisions of any codes. Permits, permit process, fees, appeals, etc. will be left to each individual community to adopt and amend these provisions as they see fit.

In selecting individuals to serve on the Executive Committee care should be taken to assure the representatives are subject matter experts regarding city codes; when possible each member of the Executive Committee represents a different community; and communities of all sizes and geographic areas across central Iowa are represented. The process to select representatives for the Executive Committee:

- The Mid-Iowa Construction Code Committee (MICCC) shall select six of their members to serve on the Executive Committee. Prior to selecting the representatives an effort should be made by the Committee to reach out to all building officials from Participating Communities to determine their interest in serving on the Executive Committee and encourage them to participate in the code review process.
- The Metro Fire Chiefs and Fire Marshals shall select three of their members to serve on the Executive Committee. Prior to selecting the representatives an effort should be made to reach out to all fire officials from Participating Communities to determine their interest in serving on the Executive Committee and encourage them to participate in the code review process.

- The Metro Managers Group shall select two of their members or a planning/community development director to serve on the Executive Committee. Prior to selecting the representatives an effort should be made to reach out to all chief administrative officials and planning/community development directors from Participating Communities to determine their interest in serving on the Executive Committee and encourage them to participate in the code review process.

b. CODE COMMITTEES

A Code Committee will be established to address each of the following codes:

- Electrical/Energy Codes
- Fire Code
- International Building Code (IBC)/International Existing Building Code (IEBC)
- International Residential Code(IRC)
- Mechanical/Plumbing/Fuel Gas Codes
- Pool/Spa/Property Maintenance (residential)
- Joint Fire/Building Committee - this committee will focus on provisions shared between the fire and building codes as determined by the Executive Committee.

Each Code Committee will consist of seven members:

- Four representing government (staff)
- Three representing industry

The purpose of the Code Committees is to review, discuss and make recommendations to the Executive Committee regarding all codes.

- Individuals that are interested in serving on a Code Committee will make an application to the Executive Committee. The Executive Committee will review applications and make appointments to the Code Committees. In selecting individuals to serve on the Code Committees care should be taken to select members that represent large and small communities as well as a geographic balance across central Iowa. Industry should be represented by large and small companies as well as companies that work in many communities in central Iowa. It is important that representatives selected to serve on each committee have subject matter expertise. Below is a list of recommended qualifications and professionals that should be represented on each Code Committee. Care should be taken to assure committee participants meet these qualifications. If there are no individuals that meet these qualifications that are available or willing to serve on the committees, individuals of similar qualifications should be selected.

- Electrical/Energy Code Committee:

1. Electrical Inspector
2. Energy Inspector
3. Code Administrator
4. State Electrical and/or Energy Representative
5. Electrical Engineer

- 6. Master Electrician
- 7. HERS (Home Energy Rating Systems) Rater or equivalent
- Fire Code Committee:
 - 1. Chief Fire Officer
 - 2. Fire Marshal/Inspector
 - 3. Fire Marshal/Inspector
 - 4. State Fire Marshal Representative
 - 5. Fire Alarm/Sprinkler Contractor
 - 6. Licensed Fire Protection Engineer or NICET 4 certified person
 - 7. Architect or a person that is a site/safety or health/safety professional
- International Building Code (IBC)/International Existing Building Code (IEBC) Committee:
 - 1. Building Inspector
 - 2. Building Official
 - 3. Building Official/Inspector/Plans Examiner
 - 4. State Building Code Bureau Representative
 - 5. Licensed Architect
 - 6. Structural Engineer
 - 7. General Contractor (commercial)
- International Residential Code (IRC) Committee:
 - 1. Building Official
 - 2. Residential Construction (Combination) Inspector
 - 3. Residential Construction (Combination) Inspector
 - 4. Fire Official
 - 5. Home Builders Association Representative
 - 6. General Contractor (residential)
 - 7. Residential Design Professional
- Mechanical/Plumbing/Fuel Gas:
 - 1. Plumbing Inspector
 - 2. Code Administrator
 - 3. Mechanical Inspector
 - 4. State Mechanical and/or Plumbing Representative
 - 5. Master Plumber
 - 6. Master HVAC Professional
 - 7. Engineer or Mechanical Design Professional
- Pool/Spa/Property Maintenance (residential):
 - 1. Zoning Administrator/Enforcement Officer
 - 2. Zoning Administrator/Enforcement Officer
 - 3. Code Enforcement Officer/Property Maintenance Inspector
 - 4. Code Enforcement Officer/Property Maintenance Inspector
 - 5. Pool Installation Contractor
 - 6. Iowa Landlord Association Representative

7. Neighborhood Association Representative

• Fire/Building Joint Committee:

1. Building Official
2. Fire Officer
3. Plans Examiner (fire and/or building)
4. State Fire Marshal Construction Design Engineer (Plans examiner)
5. Licensed Architect
6. Mechanical Engineer /Fire Protection Professional or closely related field
7. Passive Fire Protection Product Specialist

4. ADMINISTRATION

The administration of this MOU shall be the responsibility of the Central Iowa Code Consortium Executive Committee. All requests, suggestions, recommendations and questions regarding the administration of the MOU and the operation of the Consortium shall be submitted in writing to the Executive Committee.

This MOU shall become effective upon the date that at least seven (7) Central Iowa Communities have executed a copy of the MOU and delivered an original or certified copy of the executed MOU to the records custodian. This MOU shall remain in effect until it is dissolved by the passage of a resolution by a majority of the Participating Communities supporting the dissolution of the Central Iowa Code Consortium.

- a. This MOU may be amended by written agreement between the Participating Communities.
- b. The Executive Committee shall have the authority to create, dissolve or amend Code Committees to assure they are functioning in an effective and efficient manner.
- c. Any change that significantly alters the purpose, governance, structure or scope of the MOU must be approved by Addendum by the governing body of each Participating Community.
- d. If a community desires to become a Participating Community they must provide a written request and documentation that the governing body has approved the MOU to the Executive Committee. The Executive Committee is responsible for approving new Participating Communities
- e. A Participating Community that is a party to this MOU may choose to terminate their involvement by providing 90-day written notice to the Executive Committee.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by the authorized representatives of the Participating Communities on dates identified below.

CITY OF ALTOONA

Skip Conkling, Mayor Date

CITY OF ANKENY

Gary Lorenz, Mayor Date

CITY OF BONDURANT

Keith Ryan, Mayor Date

CITY OF CARLISLE

Ruth Randleman, Mayor Date

CITY OF CLIVE

Scott Cirksema, Mayor Date

CITY OF DES MOINES

Franklin Cownie, Mayor Date

CITY OF INDIANOLA

Kelly Shaw, Mayor Date

CITY OF JOHNSTON

Paula Dierenfeld, Mayor Date

CITY OF NORWALK

Tom Phillips, Mayor Date

CITY OF POLK CITY

Jason Morse, Mayor Date

CITY OF PLEASANT HILL

Sara Kurovski, Mayor Date

CITY OF URBANDALE

Bob Andeweg, Mayor Date

CITY OF WAUKEE

Bill Peard, Mayor

Date

CITY OF WEST DES MOINES

Steve Gaer, Mayor

Date

CITY OF WINDSOR HEIGHTS

Diana Willits, Mayor

Date

DALLAS COUNTY

Brad Golightly, Chair

Date

POLK COUNTY

Angela Connolly, Chair

Date

**Tracking of CICC MOU approval
4/20/15**

City	CICC person responsible	Anticipated date of council consideration	Yes	No	Comments
Altoona	Sanders	Document has been given to the City Manager, no date set			Mike P. indicated (via 4/13 e-mail) they plan to participate
Ankeny	Junker		X		
Bondurant	Bernholtz	Document has been presented to the City Manager			Sanders will contact city manager
Carlisle	Bernholtz	No date for consideration has been set On Council agenda for May 11 for approval			
Clive	Sanders	Has been given to community development department	X		
Des Moines	Christenson/Lund		X		
Grimes	Sanders	Council may consider it week of 4/13	X		
Indianola	Sanders	Information has been provided to the City Manager, no date set			New fire chief is interested in participating
Johnston	Sanders		X		4/2/15 version
Norwalk	Lund	Proposed for 4/20 council agenda	X		4/2/15 version
Pleasant Hill	Pardekooper	Proposed for 4/28 council agenda	X		
Polk City	Bernholtz	City Administrator has the document			
Urbandale	Schemmel		X		4/9/15 version
Waukee	Rash/Robinson		X		4/2/15 version
Windsor Heights	Klein		X		4/2/15 version
West Des Moines	Whitsell	Will be considered April 20 or first meeting in May 18			
Dallas County		Sanders tried to contact Connie Kennard but has not received a return call			
Polk County	Sanders	On the April 21st agenda			
Warren County	Sanders			X	They do not have building codes

Other communities that have expressed interest: Adel, De Soto, Huxley, Monroe, Pella (community development has MOU), Story City and Van Meter

ISSUE: APPROVAL OF OLD BUSINESS ITEMS

VOTE: Consider approval of the Old Business for the City of Polk City.

BACKGROUND:

1. Ordinance No 2015-400 approving 2nd reading Amending Chapter 92, Water Rates, Section 92.02, Rates for Service by Amending the Rate and Adding Two New Rate Classifications, Domestic and Irrigation/Garden; and Amending Chapter 99, Section 99.02 by Adding a New Sewer Rate.
2. Consider motion to approve the removal of Ben Nissin as a deferred item until further notice.

RECOMMENDATION:

Approve the old business items of May 26, 2015.

STAFF CONTACT:

Jennifer Ratcliff, jratcliff@polkcity.org;
(515) 984-6233.

ORDINANCE NO. 2015-400

AN ORDINANCE AMENDING CHAPTER 92, WATER RATES, SECTION 92.02, RATES FOR SERVICE BY AMENDING THE RATE AND ADDING TWO NEW RATE CLASSIFICATIONS, DOMESTIC AND IRRIGATION/GARDEN; AND AMENDING CHAPTER 99, SECTION 99.02 BY ADDING A NEW SEWER RATE

Be It Ordained By the City Council of the City of Polk City, Iowa, that:

Section 1. Chapter 92, of the Polk City Code of Ordinances; Water Rates, Section 92.02, Rates for Service is hereby amended by deleting the section and inserting the following:

92.02 Water service shall be furnished at the following monthly rates and classification within the City:

1. Domestic rate is the water used for human consumption and needs of a particular location.

<u>Gallons Used per Month</u>	<u>Rate</u>
First 1,000	\$9.40 (minimum bill)
All over 1,000	\$3.75 per 1,000 gallons

2. Irrigation/Garden rate is the water used for irrigation/garden purposes and these water uses are billed on a separate meter from the domestic meter.

<u>Gallons Used per Month</u>	<u>Rate</u>
All usage/1000 gallons	\$4.50 (minimum bill)

Section 2. Chapter 99, Sections 99.02 (1) and (2) are hereby deleted and there are inserted in lieu thereof the following:

99.02 RATE. Each customer shall pay sewer service charges for the use of and for the service supplied by the municipal sanitary sewer system as follows:

1. Service Availability Charge. A service availability charge of \$10.77 per month (minimum bill).

2. Usage Charge. A usage charge of \$4.06 per each 1,000 gallons of water used.

Section 3. The new water and sanitary sewer rates will start with meter reads in the month of June 2015, payable in July 2015.

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 and effect after its passage, approval and publication as provided by law.

Passed and Approved at Polk City, Iowa, this _____ day of _____, 2015.

Jason Morse, Mayor

ATTEST:

Jennifer Ratcliff, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

Date of Publication: _____