

Agenda

Notice of Meeting

Polk City | City Council

October 24, 2016 | 6:30 pm

City Hall | Council Chambers

Broadcast live at www.polkcityia.gov/page/LiveStream

Tentative Meeting Agenda

Jason Morse | Mayor

Ron Anderson | Pro Tem

City Council Members: Robert Mordini | Robert Sarchet | Dan Lane | David Dvorak

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. **Public Comments:** This is the time and place for comments for any item other than those that are a Public Hearing. If you wish to speak, please come to the podium and state your name and address for the record. You are requested to keep your comments to five minutes.
5. Consent Items

Action Items

1. Consider motion to approve the City Council Meeting Minutes for October 10, 2016
2. Consider motion to receive and file the P&Z Commission Minutes for October 17, 2016
3. Consider motion to approve the October 24, 2016 Claims
4. Consider motion to approve the September 2016 Finance Report
5. Consider motion to receive and file the September 2016 Police Report

6. New Business

Action Items

1. Consider motion to approve Resolution 2016-98 setting a Public Hearing for Amendment No. 3 to the Polk City Area II Urban Renewal Plan
2. Consider motion to approve Resolution 2016-99 setting a Public Hearing for Deer Haven Urban Renewal Plan (URP)
3. Consider motion to approve Resolution 2016-100 scheduling a Public Hearing Amending the Polk City Comprehensive Plan by updating its Future Land Use map
4. Consider motion to approve Resolution 2016-101 scheduling a Public Hearing for a petition request rezoning 7.62 acres for Lakewoods Plat 1 from R-1A and PUD to PUD
5. Consider motion to approve Resolution 2016-102 approving the proposal from Polk County Heating & Cooling, Inc., for the Sports Complex Parking Lot improvements in the amount of \$25,900, with the total project not to exceed \$33,000
6. Consider motion to approve Resolution 2016-103 Amended Site Plan for Lakeside Fellowship
7. Consider motion to approve PCDC funding proposal for calendar year 2017
8. Consider motion to approve Resolution 2016-97 appointing Neighborhood Citizen Group Representatives
9. Consider motion to approve the second reading of Ordinance 2016-2600 approving RTM Plat 1 rezoning of 0.533 acres from U-1 to M-1
10. Pine Ridge Island
 - a. *(Optional)* Consider motion to approve Resolution 2016-93 approving an Easement agreement between the Pine Ridge Estates Island Management LLC and The City of Polk City

- b. *(Optional)* Consider motion to approve Resolution 2016-94 directing staff to remove the Island and pave and prepare the area for turn lanes at the intersection of Pine Ridge Dr. and HWY 415

7. Mayor's Report

8. Council Report

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

9. Council Discussion

10. City Administrator's Report

11. City Staff Reports

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

12. Adjourn until November 14, 2016

MEETING MINUTES
The City of Polk City
City Council Meeting
6:30 p.m., Monday, October 10, 2016
City Hall

Polk City, City Council held a meeting at 6:30 p.m., on October 10, 2016. The Agenda was posted at the City Hall office as required by law. **These tentative minutes reflect all action taken at the meeting.**

<p><u>Mayor and City Council Members Present:</u> Jason Morse Mayor Ron Anderson Pro Tem Rob Mordini City Council Member Robert Sarchet City Council Member Dan Lane City Council Member Dave Dvorak City Council Member</p> <p><u>Citizen Liaison Present:</u> Ken Thornton Citizen Liaison</p>	<p><u>Staff Members Present:</u> Gary Mahannah City Administrator Lindsey Williams Assistant City Administrator/Finance Director Jenny Gibbons City Clerk Billy Mallory City Attorney Kathleen Connor City Engineer Mike Schulte Public Works Director Trace Kendig Police Chief Dan Gubbins Fire Chief Jake Schreier Technology Director Kim Kellogg Library Director</p>
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1. **Call to Order** / Mayor Morse called the meeting to order at 6:30 p.m.
2. **Roll Call** / Mordini, Sarchet, Anderson, Lane, Dvorak | In attendance
3. **Approval of Agenda**
MOTION: A motion was made by Anderson and seconded by Sarchet to approve the meeting agenda
MOTION CARRIED UNANIMOUSLY
4. **Public Comments** / Dennis Dietz, 115 E. Pine Ridge spoke against keeping the Pine Ridge Island. He said he would prefer turn lanes for safety reasons and stated that he didn't like the lack of enforcement options in the Easement agreement.
5. **Consent Agenda Items**
MOTION: A motion was made by Sarchet and seconded by Anderson to approve the consent agenda items.
 1. Consider motion to approve the City Council Meeting Minutes for September 26, 2016
 2. Consider motion to receive and file the Parks Commission Minutes for October 3, 2016
 3. Consider motion to approve the October 10, 2016 Claims
 4. Consider motion to approve Resolution 2016-92 approving Snyder & Associates, Inc engineering services invoice for August 2016 in the amount of \$34,434.36
 5. Consider motion to approve Tree Board's recommendation on trees around the City Town Square
 6. Consider motion to receive and file the September 1, 2016 Library Board Meeting Minutes
 7. Consider motion to receive and file the September 2016 Library Stat Report
 8. Consider motion to accept part time firefighter/EMT Taylor Young's resignation effective immediately
 9. Consider motion to accept Captain Mike Bernard request to step down from his role as Fire Captain effective November 1, 2016
 10. Consider motion to receive and file the September 2016 Water Report**MOTION CARRIED UNANIMOUSLY**
6. **New Business**
 1. RTM Plat 1:
 - a. Public Hearing opened at 6:34 p.m., Jenny Gibbons, City Clerk reported the notice was published September 30, 2016 and no comments had been received. Gary Mahannah, City Administrator reviewed the parcel and request for rezoning
MOTION: A motion was made by Lane and seconded by Dvorak to close the Public Hearing at 6:35p.m.
MOTION CARRIED UNANIMOUSLY
 - b. *MOTION:* A motion was made by Anderson and seconded by Sarchet to approve the first reading of Ordinance 2016-2600 approving rezoning 0.533 acres from U-1 to M-1
MOTION CARRIED UNANIMOUSLY

- c. **MOTION:** A motion was made by Sarchet and seconded by Mordini to approve waiving the second and third reading of Ordinance 2016-2600
YES: Mordini, Sarchet, Dvorak
NO: Anderson, Lane
MOTION FAILED WITHOUT A SUPER MAJORITY VOTE*
(Iowa Code 414, motion fails without a favorable vote of at least three-fourths of all the members of the council)

2. **MOTION:** A motion was made by Mordini and seconded by Dvorak to approve Resolution 2016-96 amending the Fire Department EMT/Paramedic starting part time and paid on call (POC) wages
MOTION CARRIED UNANIMOUSLY
3. **MOTION:** A motion was made by Anderson and seconded by Lane to approve Resolution 2016-90 approving the updated 28E Agreement for Cooperative Public Service with Polk County
MOTION CARRIED UNANIMOUSLY
4. Pine Ridge Island discussed and Council requested an updated Easement agreement with tougher enforcement language to reduce the City's risk identifying collectability
NO ACTION

7. **Mayor Report** | Mayor Morse thanked the Tree Board for their work on the trees by City Hall and on the Town Square

8. **Council Report**

- Anderson said if the Pine Ridge Island was what brought people to town then he felt the Council had failed
- Lane requested E Broadway parking situation be looked into
- Sarchet said the Town Square Park reopening has been received well so far, he also recognized Mike Schulte's Public Work team for their efforts and said that it looks great so far.

9. **Council Discussion** | No discussion

10. **City Administrator Report** | No report

11. **City Reports**

- Jake Schreier, Technology Director, informed Council the new sign on the Town Square has been installed and work is being done to complete communication with its set up
- Lindsey Williams, Assistant City Administrator/Finance Director, reported the auditors were in for two days and it was very good. She said we should have their report by the end of the year
- Dan Gubbins, Fire Chief, said the pancake breakfast went well and this week for Fire Prevention the Department will be at the school and will also conduct a City Wide Fire Drill
- Trace Kendig, Police Chief, told Council they would have the September Police Report at the next meeting
- Kim Kellogg, Library Director, asked for Council to go onto the Library website and view the calendar for all of the events scheduled this month

12. **Adjournment**

MOTION: A motion was made by Anderson and seconded by Lane to adjourn at 7:45 p.m.

MOTION CARRIED UNANIMOUSLY

Next Meeting Date – Monday, October 24, 2016

Jason Morse, Mayor

Attest:

Jenny Gibbons, City Clerk

MEETING MINUTES
The City of Polk City
Planning and Zoning Commission
6:00 p.m., Monday, October 17, 2016
City Hall

Polk City, Planning and Zoning Commission (P&Z) held a meeting at 6:00 p.m., on October 17, 2016. The Agenda was posted at the City Hall office as required by law. **These tentative minutes reflect all action taken at the meeting.**

<u>P&Z Commission Members Present:</u> Deanna Triplett Chair Justin Vogel Pro Tem Dennis Dietz P&Z Commission Member Ron Hankins P&Z Commission Member Krista Bowersox P&Z Commission Member Doug Sires P&Z Commission Member James Hill P&Z Commission Member	<u>Staff Members Present:</u> Gary Mahannah City Administrator Kathleen Connor City Engineering Representative Becky Leonard Deputy City Clerk <u>City Council Liaison Present:</u> Ron Anderson City Council Member
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1. **Call to Order** | Chair Triplett called the meeting to order at 6:00 p.m.
2. **Roll Call** | Dietz, Hankins, Vogel, Triplett, Bowersox, Sires, Hill | In attendance
3. **Approval of Agenda**
MOTION: A motion was made by Dietz 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 Hankins and seconded by Vogel to approve the September 19, 2016 meeting minutes.
YES: Dietz, Hankins, Vogel, Triplett, Bowersox, Sires, Hill
MOTION CARRIED UNANIMOUSLY
6. **Consider motion to recommend approval of Amended Site Plan for Lakeside Fellowship**
Doug Ohlfest, 930 E Southside Drive, representative for Lakeside Fellowship Church; and Matt Boelman, 1405 Oakwood Drive, representative for North Polk United Soccer Board shared the amended plan which now includes a soccer field. They advised that the church and the soccer association have entered into a 5-year agreement in which North Polk United Soccer would develop and maintain the soccer field. Ohlfest noted the water system would connect to the church, and would be separately metered for its own irrigation system.

Kathleen Connor, City Engineering Representative, advised that all questions from staff, with parking being the biggest concern, have been addressed. There will be no parking on public streets, no lighting on the field and no concession stand.

Commission Comments

- Sires asked when construction for the soccer field would be complete and Boelman advised they would start as soon as approval is received. However, it would realistically be 6 – 9 months after the irrigation system is installed and seeding is complete in Spring 2017 to have the field ready and sustainable for use for the 2017 Fall Season – end of August, first part of September.
- Sires asked if the proposed soccer field is to go where Phase II was previously shown and Ohlfest and Boelman confirmed the location.
- Sires also asked if the grading work being done now is for Phase II of Lakeside Fellowship. Ohlfest answered no; and Boelman further explained that when they were laying the grading plan out, he was working with the general contractor's earth work company getting proposals in order to look at what the existing was compared to the grade the soccer field needed to be in order to have the field at a proper slope. When he received the quote from Halbrook, which was the excavating company, they had quoted based on the dimensions that he worked with CDA and with Kathleen on, but they commenced on grading within the

capacity of the way the field layout was done earlier than what they had approval for. Halbrook graded out since they were already there and wouldn't have to mobilize again. Official grade stakes have not been placed and doesn't know how close it is to the finished grade as designed. They will need to put elevation stakes on it to see how close it will be and then his company would need to come out and complete the grading to where it needs to be, so the grading that's been done so far is premature.

- Dietz asked what the site plan looked like prior to this amendment. Connor advised that the North area was for Phase II of the building and the South part was an open area and now it's expanded to where Phase II would be.

MOTION: A motion was made by Dietz and seconded by Vogel on the recommendation to Council to approve the Amended Site Plan for Lakeside Fellowship subject to review comments and recommendations of the City Engineer dated October 13, 2016.

YES: Vogel, Triplett, Bowersox, Hill, Dietz, Hankins

ABSTAINED: Sires

MOTION CARRIED

7. **Consider motion to recommend approval of Twelve Oaks Final Plat 4**

Kathleen Connor, City Engineering Representative, provided the following overview:

- Confirmed with the County that the Final Plat for Plat 4 can proceed ahead of Plat 3 without issue.
- Developer paved cul-de-sac which includes outlot for the park
- The City will get ownership of the pond and the parkland.
- Construction is nearly complete with the walk-through to be scheduled later this week
- Punch-list items will be completed before going to Council for approval
- Includes 13 residential lots on Twelve Oaks Ct
- Developer requested the sidewalk bond be waived since the sidewalks aren't regional in nature and will be constructed as part of the building permits.

Marlo Gillotti, the developer, was in attendance and available to answer questions.

Commission Comments

- Vogel asked about access to the park and Connor advised the 20-foot wide access point was dedicated to the City as part of Twelve Oaks Plat 2. In addition, the sanitary sewer and water service lines were constructed to that access point if the City ever wanted to extend to the park.
- Triplett asked if there would be any parking at the park and Connor advised only on-street parking will be available.

MOTION: A motion was made by Sires and seconded by Bowersox on the recommendation to Council to approve the Final Plat for Twelve Oaks Plat 4 with the five recommendations listed in the City Engineer memo dated October 13, 2016.

YES: Bowersox, Sires, Hill, Dietz, Hankins, Vogel

NO: Triplett

MOTION CARRIED

8. **Lakewoods Development**

Caleb Smith, with McClure Engineering, representing Todd & Christie Drake, who were also in attendance, described the concept plan for rezoning the area north of Lakeside Fellowship Church and part of Edgewater Drive.

Caleb shared the following updates:

- They met with the neighbors on August 11, 2016 as previously recommended.
- Tree preservation east side and north side of the property is a priority.
- Density concern was reviewed and they couldn't find a point where they could release too many units due to the general cost associated with the project.
- Hammer head design replaced with a cul-de-sac which gives a more residential feel and allows better navigation for the fire department.
- Bi-attached units will have 7-ft side yard setbacks.
- Villa units will have 8-ft side yard setbacks.
- Gazebo proposed near central parking area.
- Shared picture examples of villa projects and bi-attached homes.

Kathleen Connor shared that 73.7% consent was received from property owners within the 250-foot buffer area surrounding the proposed zoning district.

Audience Comments

Lance Jackson, 901 Edgewater, expressed concern that multiple family units may decrease the value of homes on Edgewater and is opposed to rezoning the area to P.U.D. and would like it to remain a single family residential area.

Steve Vorsten, 900 Tyler, stated he feels the same as Jackson and questioned the need to change the area from residential. Vorsten asked why we have plans if all we're going to do is change them because someone finds it more profitable to increase the density. Vorsten stated the plan when they moved in that the area was planned for residential.

Nate Reising, 717 Roosevelt, advised that he is in favor of the rezoning request. Reising also mentioned that his father, Dennis Reising, 808 Roosevelt, is also in favor of the rezoning request.

Caleb Smith addressed the concern about changing from single family was to transition in a reasonable manner.

Connor addressed the comments concerning the area being zoned as single family previously and she recalled that when it was rezoned to R-1A, that it had been Commercial prior to 2004-2005.

Commission Comments

- Bowersox asked if these units are going to be rentals. Caleb Smith stated the intent is to sell all the units, but may have to rent them out if needed.
- Dietz asked if there would be a townhome association similar to Wolfcreek Townhomes and Smith confirmed that all dwellings in the PUD boundary would be under an association.
- Hankins asked if there would be enough room for parking on the cul-de-sac given the 20-foot setback. Connor advised that it meets the code in terms of parking stall requirements.
- Sires asked if the Comprehensive Plan show this area as single family and Connor advised that the Comprehensive Plan shows the area as low density residential. Sires asked if it would be zoned as R-1A and Connor advised that the Comp Plan isn't necessarily zoning based, but is based on land use which is why there is a Comprehensive Plan amendment on the agenda due to the medium density. Sires asked if they could still build the villas but with less units. Connor advised that it could but the application of the rules can be challenging with the private street and lot size.
- Sires pointed out that there's nothing wrong with this type of development in the right place, but doesn't think it's in the right place given the density issue.
- Dietz expressed frustration with continually changing but said this proposal is a reasonable solution given the development that's taken place around this area.
- Hankins agrees with Dietz' comments and appreciates the Drakes didn't include the single family homes in the request and appreciate the hammer head was taken out. Feels there is a lot of positive things in this request.
- Hankins also asked if a P.U.D. master plan is approved, not one single unit more than what is shown on the plan can be added and they have to be built in configuration as illustrated. Connor advised that was correct and the P.U.D. essentially sets out the bulk of the regulations.

Developer Comments

- Todd Drake commented that they are absorbing all the change and transitioning due to what's already in place with single family homes on one side and townhomes. He assured the Commission and audience that the final product will be very nice.
- Christie Drake stated the townhomes and garages weren't there when they bought this property. They've done everything they've been asked to do.

A. **MOTION:** A motion was made by Hankins and seconded by Vogel on the recommendation to Council to approve the Future Land Use Plan amendment from Low Density Residential to Medium Density Residential for the west 7.94 acres of Outlot Y of Lakewoods Plat 1.

YES: Vogel, Triplett, Bowersox, Hill, Deitz, Hankins

NO: Sires

MOTION CARRIED

B. **MOTION:** A motion was made by Hankins and seconded by Dietz on the recommendation to Council to approve rezoning 7.94 acres from R-1A and P.U.D to solely P.U.D.

YES: Dietz, Hankins, Vogel, Triplett, Bowersox, Hill

NO: Sires

MOTION CARRIED

C. **MOTION:** A motion was made by Hankins and seconded by Dietz on the recommendation to Council to approve the P.U.D. Master Plan for the Lakewoods project subject to City Engineer's comments dated October 12, 2016 and as depicted on the attached master plan diagram.

YES: Dietz, Hankins, Vogel, Triplett, Bowersox, Hill

NO: Sires

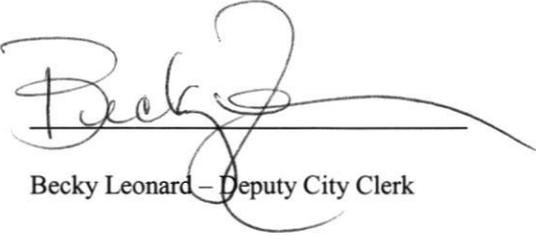
MOTION CARRIED

9. **Council Liaison Report** | Councilman Anderson shared that park ground continues to be a focus for Council.
10. **Staff Report** | Mahannah shared the Commission will have an opportunity to review the Deer Haven Urban Renewal Plan at the next meeting scheduled for Monday, November 21, 2016.
11. **Commission Report** | Dietz stated there was a presentation given at the last MPO meeting on a study they did regarding the connector where Bridge Rd attaches to 141. They decided there wouldn't be any impact to the traffic on Highway 141 itself and so no further action was taken. Dietz also advised the annual Des Moines partnership trip to DC will be in the spring, so now is the time to submit any requests we want highlighted. Mahannah advised the High Trestle Trail will continue to be on the DC list. Parker Blvd may be another one that would stand to receive federal funds if we needed some.

12. Adjournment

MOTION: A unanimous motion was made to adjourn at 7:28 p.m.

Next Meeting Date – Monday, November 21, 2016



Becky Leonard – Deputy City Clerk

CLAIMS REPORT
The City of Polk City

For 10/24/2016

DEPARTMENT	FUND	VENDOR	EXPENSE TYPE	AMOUNT
ALL	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$6,492.46
CH	GENERAL	ADVENTURE LIGHTING	COMM RM-REPLACE FLOODLIGHT	\$382.53
CH	GENERAL	CENTURY LINK	PHONE SERVICE	\$514.26
CH	GENERAL	CRYSTAL CLEAR WATER CO	PURCHASED WATER	\$15.50
CH	GENERAL	DANIEL BAGLEY	ARTS COUNCIL-STORYTELLING	\$150.00
CH	GENERAL	DENISE FRANCK	ARTS COUNCIL-STORYTELLING	\$150.00
CH	GENERAL	KLEEN SWEEP SERVICES INC	CLEANING SERVICE	\$297.19
CH	GENERAL	KLEEN SWEEP SERVICES INC	CLEANING SERVICE	\$157.50
CH	GENERAL	MIDLAND POWER CO-OP	STREET LIGHTING	\$220.00
CH	GENERAL	MMIT BUSINESS SOLUTIONS GROUP	COPIER RENTAL	\$111.43
CH	GENERAL	NORTH POLK POST PROM	CONTRIBUTION-2017 POST PROM	\$500.00
CH	GENERAL	TOTAL QUALITY INC.	LAWNCARE	\$50.00
CH	GENERAL	VERIZON WIRELESS	PHONE AND DATA PLAN	\$40.01
FD	GENERAL	BOUND TREE MEDICAL	MEDICAL SUPPLIES	\$333.23
FD	GENERAL	CRYSTAL CLEAR WATER CO	PURCHASED WATER	\$23.00
FD	GENERAL	FRASER TRANSPORTATION SERVICES	RESCUE BILLING	\$1,198.00
FD	GENERAL	GREENWOOD'S SEWER SERVICE	SEWER SCOPE	\$340.21
FD	GENERAL	IMAGE TREND	ANNUAL FEE	\$300.00
FD	GENERAL	KARL CHEVROLET	MDT REPAIR 461	\$81.00
FD	GENERAL	MEDIX OCCUPATIONAL HEALTH	PHYSICALS-HARDENBROOK/MCCLINTI	\$1,048.00
FD	GENERAL	NELSON AUTOMOTIVE	REPAIR PARTS	\$80.50
FD	GENERAL	PHYSIO-CONTROL	MAINTENANCE CONTRACT	\$3,627.96
FD	GENERAL	PHYSIO-CONTROL	MEDICAL SUPPLY	\$259.60
FD	GENERAL	SOUTHEASTERN EMERGENCY EQUIPMEN	MEDICAL SUPPLIES	\$192.83
FD	GENERAL	WEX	FUEL	\$730.74
LIB	GENERAL	AMAZON	BOOKS	\$1,743.74
LIB	GENERAL	TOTAL QUALITY INC.	SPRINKLER	\$132.00
LIB	GENERAL	TOTAL QUALITY INC.	LAWNCARE	\$98.00
PARKS	GENERAL	AMERICAN LEGION POST 42	FLAGS	\$318.61
PARKS	GENERAL	ARDICK EQUIPMENT CO.	SIGNS	\$605.50
PARKS	GENERAL	ARNOLD MOTOR SUPPLY	SUPPLIES FOR BATTING CAGE	\$127.88
PARKS	GENERAL	DES MOINES METAL FABRICATING	METAL FOR SQUARE SIGN	\$45.49
PARKS	GENERAL	DOOR & FENCE INC	SPLIT RAIL FENCE	\$733.26
PARKS	GENERAL	DOOR & FENCE INC	SPLIT RAIL FENCE	\$733.26
PARKS	GENERAL	GURNSEY ELECTRIC CO	TOWN SQUARE SIGN	\$2,331.99
PARKS	GENERAL	HEARTLAND DOOR & FRAME	SPORTS COMPLEX-REPL DOOR SEAL	\$245.67
PARKS	GENERAL	KLEEN SWEEP SERVICES INC	CLEANING SERVICE	\$212.81
PARKS	GENERAL	LAWSON PRODUCTS	PARTS, HARDWARE & SUPPLIES	\$88.50
PARKS	GENERAL	MARTIN MARIETTA AGGREGATES	SPORTS COMPLEX-BATTING CAGE	\$223.61
PARKS	GENERAL	QUICK SUPPLY CO	TOWNSQUARE PLAYGROUND	\$294.00
PARKS	GENERAL	TOTAL QUALITY INC.	LAWNCARE	\$1,980.00
PARKS	GENERAL	TOTAL QUALITY INC.	SPRINKLER	\$2,529.69
PD	GENERAL	ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES	\$53.89
PD	GENERAL	CENTURY LINK	PHONE SERVICE	\$57.91
PD	GENERAL	CLYDE ARMORY	COLT AR15 PATROL RIFLE	\$648.00
PD	GENERAL	DES MOINES RENTAL	FALL FESTIVAL-COTTON CANDY	\$85.90
PD	GENERAL	GRAHAM TIRE ANKENY INC	VEHICLE REPAIRS	\$21.00
PD	GENERAL	KLEEN SWEEP SERVICES INC	CLEANING SERVICE	\$54.00
PD	GENERAL	MIDWEST OFFICE TECHNOLOGY	COPIER RENTAL	\$95.55
PD	GENERAL	RACOM	VEHICLE PRINTER MOUNT	\$191.75
PD	GENERAL	RADAR ROAD TEC	RADAR UNIT CERTIFICATIONS	\$280.00
PD/PW	GENERAL	VERIZON WIRELESS	PHONE AND DATA PLAN	\$416.40
PW	GENERAL	ANIMAL RESCUE LEAGUE OF IOWA	ANIMAL CONTROL	\$125.00
PW	GENERAL	GNA TRUCKING LLC	HAUL MULCH TO BIG CREEK	\$1,377.50
PW	GENERAL	MENARDS	SUPPLIES	\$1,151.79
PW	GENERAL	MIDLAND POWER CO-OP	STREET LIGHTING	\$155.26
PW	GENERAL	TOTAL QUALITY INC.	LAWNCARE	\$4,546.00
PW	ROAD USE	ARDICK EQUIPMENT CO.	SIGNS-LOST LAKE PLATS 3 & 4	\$1,149.50
PW	ROAD USE	ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES	\$77.46
PW	ROAD USE	C F I	BOBCAT TIRES	\$1,830.00
PW	ROAD USE	CENTRAL IOWA TELEVISION	STORM SEWER EDGEWATER DR	\$1,100.00
PW	ROAD USE	CENTURY LINK	PHONE SERVICE	\$86.05
PW	ROAD USE	HAWKEYE TRUCK EQUIPMENT	CUTTING EDGES FOR WING PLOW	\$618.84
PW	ROAD USE	KECK ENERGY	DIESEL FUEL	\$479.75
PW	ROAD USE	LOGAN CONTRACTORS SUPPLY	OPERATING SUPPLIES	\$48.00

CLAIMS REPORT
The City of Polk City

For **10/24/2016**

DEPARTMENT	FUND	VENDOR	EXPENSE TYPE	AMOUNT
PW	ROAD USE	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$53.80
PW	ROAD USE	SPRAYER SPECIALITIES INC	STRAINER BOWLS/BARBED NOZZLES	\$36.54
PW	ROAD USE	TRUCK EQUIPMENT INC.	P/U SOUDER PER BUDGET 2016-17	\$4,757.00
PW	WATER	BELLER DISTRIBUTING LLC	DFC/GREASE/OIL CONDITIONER	\$414.10
PW	WATER	CENTURY LINK	PHONE SERVICE	\$39.85
PW	WATER	FERGUSON WATERWORKS	5 CASES 5/8 METERS	\$7,107.83
PW	WATER	H.D. WATERWORKS SUPPLY	REPAIR PARTS-WATERPLANT	\$595.00
PW	WATER	HAWKINS INC	CHLORINE/HYDROFLUOSILICIC ACID	\$951.72
PW	WATER	KEYSTONE LABORATORIES INC.	WATER TESTING	\$61.00
PW	WATER	LAWSON PRODUCTS	HYDRANT PARTS/SUPPLIES	\$545.86
PW	WATER	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$1,024.32
PW	WATER	SAFETY KLEEN SYSTEMS INC	OIL FILTER RECYCLE/SOLVNT TANK	\$227.66
PW	SEWER	CENTURY LINK	PHONE SERVICE	\$258.90
PW	SEWER	IOWA ONE CALL	UNDERGROUND LOCATIONS	\$119.90
PW	SEWER	LAWSON PRODUCTS	PARTS, HARDWARE & SUPPLIES	\$40.68
PW	SEWER	LAWSON PRODUCTS	PARTS, HARDWARE & SUPPLIES	\$40.63
PW	SEWER	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$1,635.71
PW	SEWER	MIDWEST OFFICE TECHNOLOGY	COPIER RENTAL	\$40.00
PW	SEWER	MSC INDUSTRIAL SUPPLY INC	BEARING PULLER SET	\$153.97
PW	SEWER	VERIZON WIRELESS	PHONE AND DATA PLAN	\$91.20
TOTAL				\$62,585.18
		GENERAL		\$38,999.91
		ROAD USE		\$10,236.94
		WATER		\$10,967.34
		SEWER		\$2,380.99
		TOTAL		\$62,585.18



POLK CITY - A City For All Seasons -

Monthly Finance Report September 30, 2016

**City of Polk City
Cash Balances Report
September 30, 2016**

Bank Balances:

Luana Savings Bank M.M. Account- 1.00%	\$3,040,977.44
Grinnell State Bank Certificate of Deposit- 1.00%	\$1,006,030.03
Grinnell State Bank Business Money Market- 0.15%	\$435,306.52
Grinnell State Bank Business Checking- 0.05%	\$1,411,969.15
Outstanding Transactions	(\$79,437.65)
IPAIT Investment Account	\$4.00
Total Cash at Banks	<u><u>\$5,814,849.49</u></u>

**City of Polk City
Revenues Report
September 30, 2016**

Account Title	Total Budget	MTD Balance	YTD Balance	% of Year Used	Actual % Used Of Budget	Uncollected
General Total	4,595,151.00	345,289.48	994,800.49	25.00%	21.65%	3,600,350.51
Road Use Total	400,000.00	44,080.15	122,633.60	25.00%	30.66%	277,366.40
TIF Total	171,000.00	3,265.20	3,979.28	25.00%	2.33%	167,020.72
L.M.I Total	24,000.00	566.92	1,737.06	25.00%	7.24%	22,262.94
Debt Service Total	137,160.00	0.00	0.00	25.00%	0.00%	137,160.00
Capital Improvements Total	929,793.00	0.00	0.00	25.00%	0.00%	929,793.00
Water Total	661,250.00	83,855.37	254,072.64	25.00%	38.42%	407,177.36
Sewer Total	601,500.00	60,089.89	181,541.98	25.00%	30.18%	419,958.02
Total Of All Revenues	7,519,854.00	537,147.01	1,558,765.05	25.00%	20.73%	5,961,088.95

**City of Polk City
Expenditures Report
September 30, 2016**

Account Title	Total Budget	MTD Balance	YTD Balance	% of Year Used	Actual % Used Of Budget	Unexpended
Police Total	677,859.00	84,954.04	201,473.99	25.00%	29.72%	476,385.01
Civil Defense Total	1,200.00	203.26	600.28	25.00%	50.02%	599.72
Fire Total	457,441.00	49,628.03	119,208.13	25.00%	26.06%	338,232.87
Building/Housing Total	343,091.00	9,598.36	91,869.13	25.00%	26.78%	251,221.87
Dog Control Total	1,250.00	32.00	157.00	25.00%	12.56%	1,093.00
Road Use Total	133,013.00	19,107.68	35,685.99	25.00%	26.83%	97,327.01
Street Lighting Total	64,000.00	4,662.57	14,003.67	25.00%	21.88%	49,996.33
Other Public Works (Theft)	0.00	0.00	0.00	25.00%	0.00%	0.00
Env.Health Services Total	5,500.00	0.00	0.00	25.00%	0.00%	5,500.00
Library Total	271,251.00	26,462.30	70,382.18	25.00%	25.95%	200,868.82
Parks Total	255,312.00	21,684.56	90,993.68	25.00%	35.64%	164,318.32
Community Center Total	43,600.00	118.86	2,467.44	25.00%	5.66%	41,132.56
Economic Development Total	0.00	0.00	0.00	25.00%	0.00%	0.00
Mayor Council Total	201,886.00	20,337.97	49,700.92	25.00%	24.62%	152,185.08
Policy Administration	482,173.00	35,955.25	139,076.99	25.00%	28.84%	343,096.01
Elections	0.00	0.00	0.00	25.00%	0.00%	0.00
City Attorney Total	46,000.00	4,801.13	12,341.59	25.00%	26.83%	33,658.41
City Hall Total	117,350.00	5,042.25	31,328.25	25.00%	26.70%	86,021.75
Other City Government Total	67,500.00	706.58	6,801.51	25.00%	10.08%	60,698.49
Transfer Total	1,066,953.00	0.00	0.00	25.00%	0.00%	1,066,953.00
General Total	4,235,379.00	283,294.84	866,090.75	25.00%	20.45%	3,369,288.25
Road Use Total	389,000.00	17,874.50	67,699.29	25.00%	17.40%	321,300.71
TIF Total	171,000.00	0.00	0.00	25.00%	0.00%	171,000.00
L.M.I Total	36,000.00	0.00	0.00	25.00%	0.00%	36,000.00
Debt Service Total	137,160.00	0.00	0.00	25.00%	0.00%	137,160.00
Capital Improvements Total	929,793.00	7,826.35	76,395.66	25.00%	8.22%	853,397.34
Water Total	607,207.00	84,722.25	220,091.72	25.00%	36.25%	387,115.28
Sewer Total	590,256.00	50,061.51	161,292.88	25.00%	27.33%	428,963.12
Total Of All Expenses	7,095,795.00	443,779.45	1,391,570.30	25.00%	19.61%	5,704,224.70

**City of Polk City
Summary of Funds
September 30, 2016**

	Revenues	Expenses	Net Difference (R-E)	Note
General Total	\$994,800.49	\$866,090.75	\$128,709.74	
Road Use Total	\$122,633.60	\$67,699.29	\$54,934.31	
TIF Total	\$3,979.28	\$0.00	\$3,979.28	
L.M.I Total	\$1,737.06	\$0.00	\$1,737.06	
Debt Service Total	\$0.00	\$0.00	\$0.00	
Capital Improvements Total	\$0.00	\$76,395.66	(\$76,395.66)	Requires a transfer from General Fund
Water Total	\$254,072.64	\$220,091.72	\$33,980.92	
Sewer Total	<u>\$181,541.98</u>	<u>\$161,292.88</u>	<u>\$20,249.10</u>	
Total	<u>\$1,558,765.05</u>	<u>\$1,391,570.30</u>	<u>\$167,194.75</u>	



September 2016 Monthly Activity Report

Girl Scout Visit

On September 6th 2016 the Polk City Daisy Troup came to the Polk City Police Department for a tour and an opportunity to visit with the officers of the department. In attendance was 12 Daisy's and their mothers. They toured the department and learned what police officers do and about the equipment that they wear.

After the tour Lt. Bjornson educated that Daisy's on "Stranger Danger". The girls watched a video, engaged in discussions, participated in activities and took a test at the end of the presentation. Everyone also left with a handout material with safety facts.

Punt Pass and Kick

On Sept. 17th the Polk City Police Department hosted a NFL Punt Pass Kick event. Children ages 6 to 13 from Polk City and the surrounding area gathered at the Polk City Sports Complex on a perfect afternoon for football. We had a great crowd of participants and spectators this year and the event was fun for everyone involved. Seven of the participants qualified for the Sectional Round in Louisville, NE on Oct. 29th. Thank you, Officer Rickertsen and all of the officers that participated. Your hard work made this a successful event.



Central Iowa Traffic Safety Task Force Luncheon

On September 23rd the annual CITSTF Luncheon was held at the tournament Club of Iowa. Traffic safety education was provided to the attending agencies. Awards were also presented to nominated officers for their participation in CITSTF.

Promotions

On September 26th 2016, Sergeant Dustin Bjornson was officially promoted to Lieutenant and a pinning ceremony was held during Monday's City Council Meeting.



Training

All officers of the Polk City Police Department recertified as Heartsavers (CPR). AED training was also provided. This training was held in-house and was provided by Officer Matthew Aicher, CPR instructor.

In the month of September Officer Aicher attended MCTC Drug Recognition training at Camp Dodge.

Lt Bjornson recertified as a Firearms Instructor, training held at Camp Dodge.

Follow-up

It was reported in the August 2016 Polk City Police Activity Report that several burglary and theft cases were reported in the City of Polk City. There has been an ongoing investigation with these reports. The officers of the Polk City Police Department have located and recovered more property associated with these crimes. We are also working with the victims of these crimes and returning the property belongs to them.



Polk City Police Department
Calls for Service/Activity Report
2016

10/20/2016

Incident Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Monthly Avg	YTD Total
Administrative Complaint	0	0	0	0	0	0	0	0	0					0
Alcohol Driving Violation (Juvenile)	0	0	0	0	0	0	2	0	0					2
Animal Bite	0	0	0	0	1	1	1	0	1					4
Animal Complaint	4	4	3	5	13	13	9	4	8					63
Arrest (Other)	0	0	0	0	0	1	0	0	0					1
Arson	0	0	0	0	0	0	0	0	0					0
Assault	2	1	0	1	0	1	0	2	0					7
Assisting Fire Dept/Rescue	20	16	21	14	22	16	11	15	17					152
Assisting Law Enforcement Agency	5	7	3	11	17	23	26	13	9					114
Assisting Public	41	49	44	42	57	52	53	43	50					431
Attempted Suicide	0	2	1	0	0	1	0	1	2					7
Burglary	2	1	0	4	0	0	6	7	3					23
Civil Dispute	1	1	0	6	3	1	1	0	1					14
Community Room Scheduling	6	0	7	2	4	4	3	4	1					31
Complaint of Snowmobile	0	0	0	0	0	0	0	0	0					0
Criminal Mischief	2	2	0	5	4	1	2	3	0					19
Criminal Trespass	1	1	1	1	0	2	0	1	3					10
Death Investigation	0	0	0	0	0	0	0	0	0					0
Disturbing the Peace	0	4	1	6	6	7	7	8	3					42
Domestic Assault	0	0	1	0	1	0	0	0	1					3
Domestic Quarrel	0	2	2	6	6	6	2	3	3					30
Driving While Intoxicated	0	0	1	1	0	1	1	1	1					6
Fight	0	0	0	0	0	0	0	0	0					0
Found Property	1	0	5	6	4	5	17	5	5					48
Fraud	2	0	2	0	0	2	4	2	1					13
Gambling Permit Violation	0	0	0	0	0	0	0	0	0					0
Harassment	4	0	9	2	1	0	1	2	2					21
Illegal Burning	0	0	1	0	0	0	0	0	0					1
Illegal Parking	2	4	22	5	10	6	2	3	7					61
Impounded Animal	1	1	0	1	0	4	3	1	0					11
Incomplete 911 Call	0	0	2	3	1	1	0	2	2					11
Indecent Exposure	0	0	0	0	0	0	0	0	0					0
Loitering	0	0	0	0	0	0	0	0	0					0
Mental Subject	0	0	0	0	0	1	0	0	1					2
Missing Person	0	0	4	1	2	0	0	1	1					9
Narcotics Investigation	3	0	0	1	2	0	0	1	0					7
Open Door	2	1	2	1	2	8	2	2	3					23
Peddling Permit Violation	0	0	0	0	0	0	0	0	0					0
Possession of Alcohol/Tobacco by Minor	1	0	0	0	4	0	0	3	0					8
Prowler	0	0	0	0	0	0	0	0	0					0

Incident Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Monthly Avg	YTD Total
Public Intoxication	0	0	1	0	0	1	2	0	0					4
Records Check	13	8	10	9	21	37	0	4	9					111
Residential or Commercial Alarm	7	6	5	5	4	4	6	4	3					44
Serving Search Warrant	0	0	0	0	0	0	0	0	0					0
Suicide	0	1	1	1	0	0	0	0	1					4
Supplying Alcohol to a Minor	0	0	0	0	0	0	0	0	0					0
Suspicious Person	8	3	14	7	12	21	16	7	12					100
Theft	2	1	4	5	4	2	2	14	3					37
Traffic Arrest	0	1	4	0	2	2	4	3	2					18
Traffic Citations/Warnings	58	49	29	29	72	64	85	42	0					58
Vehicle (Abandoned)	0	2	2	0	1	0	0	0	0					5
Vehicle (Disabled)	17	3	8	9	11	14	12	11	9					94
Vehicle (Impounded)	1	0	0	0	0	1	1	0	0					3
Vehicle (Obsolete)	0	0	0	0	0	0	0	0	0					0
Vehicle (Suspicious)	14	12	13	8	10	12	12	9	24					114
Vehicle Crash (Hit & Run)	0	0	0	0	0	0	0	1	0					1
Vehicle Crash (Personal Injury)	1	3	0	0	0	0	0	0	0					4
Vehicle Crash (Property Damage)	2	0	3	2	3	1	1	4	6					22
Violation of Court Order	0	0	0	0	0	0	0	0	0					0
Warrant Arrest	1	2	0	0	0	0	0	0	0					3
Welfare Check	2	0	2	3	1	6	5	4	4					27
Monthly Totals:	226	187	228	202	301	322	299	230	198	0	0	0		
													Year to Date Total:	1796

Note: Numbers in green indicate above average activity for that category in that month

AMENDMENT #3
to the
**POLK CITY AREA II URBAN RENEWAL
PLAN**
for the
**POLK CITY AREA II URBAN RENEWAL
AREA**

CITY OF POLK CITY, IOWA

Adopted – June 1991
Amendment #1 – March 2012
Amendment #2 – May 2015
Amendment #3 – November 2016

SIMMERING-CORY, INC.

AMENDMENT #3
to the
POLK CITY AREA II URBAN RENEWAL PLAN
for the
POLK CITY AREA II URBAN RENEWAL AREA
CITY OF POLK CITY, IOWA

The Polk City Area II Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Polk City Area II Urban Renewal Area (“Area” or “Urban Renewal Area”) was adopted in 1991 and amended in 2012 and 2015.

The Urban Renewal Plan is now being further amended to, among other things, remove certain real estate from the Area, which in turn will be included in the new Deer Haven Urban Renewal Area. In addition, this Amendment adds/confirms eligible projects to be undertaken within the Urban Renewal Area by this Amendment #3 (“Amendment” or “Amendment #3”).

This Amendment #3 repeats much of Amendment #2, adopted in 2015. The material changes made by Amendment #3 include the following:

- Updating Plan Objectives (Pages 3-4);
- Updating Types of Renewal Activities (Pages 4-5);
- Including a Previously Authorized Urban Renewal Projects section (page 5);
- Adding new Eligible Urban Renewal Projects (pages 5-6);
- Updating the Financial Information (pages 6-7);
- Removing land for inclusion in a new Deer Haven Urban Renewal Plan. Such area is described in Exhibit “A” and illustrated in Exhibit “B” (pages 10-11); and
- Updating Exhibit “C,” a map of the entire Polk City Area II Urban Renewal Area, as amended (page 12).

Except as modified by this Amendment, the provisions of the original Urban Renewal Plan, as previously amended, 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.

DESCRIPTION OF THE URBAN RENEWAL AREA

A legal description of the property being removed from the Urban Renewal Area is attached hereto as Exhibit “A.” A map of the land being removed by Amendment #3 is attached hereto as Exhibit “B.” A map of the entire Urban Renewal Area, as amended, is attached hereto as Exhibit “C.”

AREA DESIGNATION

The Urban Renewal Area was originally designated as a mixed area appropriate for blight remediation and economic development. Amendment #1 to the Urban Renewal Area removed the

blight designation. The economic development designations previously established in the original Plan and confirmed in Amendment #1 for the Urban Renewal Area was not changed by Amendment #2.

Accordingly, the Area remains an economic development area appropriate for the promotion of commercial development. Therefore, no change in designation of the Area is made by this Amendment.

BASE VALUE

The “base valuation” of the Urban Renewal Area will be reduced by this Amendment because a portion of the original area is being removed. Nothing in this Amendment otherwise affects the other already established frozen base values for any other portion of the Urban Renewal Area.

DEVELOPMENT PLAN

Polk City has a general plan for the physical development of the City as a whole outlined in the Imagine Polk City – A Bridge to the Future Comprehensive Plan 2016, adopted by the City in April 2016. The goals and objectives identified in Amendment #3 to this Urban Renewal Plan, and the projects described therein, are in conformity with the goals, objectives, and overall policies identified in the Imagine Polk City – A Bridge to the Future Comprehensive Plan 2016.

This Urban Renewal Plan, as amended, does not in any way replace the City’s current land use planning or zoning regulation process.

The need, if any, 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 continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites for community economic development purposes, including new and expanded commercial development. More specific objectives for development within the Urban Renewal Area, as amended, are as follows:

1. To stimulate, through public action and commitment, private investment in new and expanded development, new housing and residential development and redevelopment.
2. To plan for and provide sufficient land for commercial and residential development in a manner that is efficient from the standpoint of providing municipal services.
3. To provide for the installation of public infrastructure and other public facilities which contribute to the sound development of the Area.

4. To provide a more marketable and attractive investment climate.
5. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
6. To increase the availability of housing opportunities, which may, in turn, attract and retain local industries and commercial enterprises that will strengthen and revitalize the economy of the State of Iowa and the City of Polk City.
7. To help finance the cost of constructing public utility and infrastructure extensions and improvements in support of residential development.
8. To improve the housing conditions and increase housing opportunities, including low and moderate income families and/or individuals.
9. To promote development utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan, as amended, and to encourage the development of the Urban Renewal Area, as amended, the City intends to utilize the powers conferred under Chapters 403 and Chapter 15A, *Code of Iowa*. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction or repair of public infrastructure, including, but not limited to, streets, storm water drainage, sanitary sewer system, water system, public utilities, or other facilities in connection with urban renewal projects.
3. To provide for the construction of site specific improvements, such as grading and site preparation activities, utility connections, and related activities.
4. To make loans, forgivable loans, tax rebate payments or other types of grants or incentives to private persons or businesses for economic development purposes on such terms as may be determined by the City Council.
5. To use tax increment financing to facilitate urban renewal projects, including, but not limited to, actions to achieve a more marketable and competitive land offering price and to provide for necessary physical improvements and infrastructure.
6. To borrow money and to provide security therefor.
7. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Program or specific urban renewal projects.

8. To acquire property through a variety of means (purchase, lease, option, etc.) and to hold, clear, or prepare the property for redevelopment.
9. To dispose of property so acquired.
10. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Polk City and the State of Iowa.
11. To use tax increment for low and moderate income housing assistance.
12. To finance programs that will directly benefit housing conditions and promote the availability of housing in the community.

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, as amended.

PREVIOUSLY AUTHORIZED URBAN RENEWAL PROJECTS

Various urban renewal projects were authorized prior to this Amendment #3, and are continuing. Such previously authorized projects include, but are not limited to, development agreements and rebates for the construction of infrastructure including water and sewer facilities, trails, and streets. Collectively, certified debt on these projects is approximately \$2,428,000.

ELIGIBLE URBAN RENEWAL PROJECTS (Amendment #3)

Although certain project activities may occur over a period of years, in addition to projects previously authorized in the Plan, as previously amended, the eligible urban renewal projects under this Amendment #3 include:

1. Development Agreements:

- A. *Crossroads at the Lake*: The City expects to consider providing incentives to assist Kimberly Development Corporation (or a related entity), in the development of a commercial/retail subdivision on approximately nine acres of land in the Area. Businesses that potentially could locate in this development may be retail, service, or professional services establishments and are expected to create new jobs and/or provide expanded and enhanced services. Construction is anticipated to take place in 2017-2021. Overall project costs are expected to be approximately \$10,000,000 to \$12,000,000. The City expects to make grants to the developer in the form of rebates of incremental taxes generated by the project, not to exceed \$5,000,000, subject to the terms and conditions of a detailed development agreement.
- B. *Lake Front Office Park*: The City expects to consider providing incentives to assist Frihalage Investments, LLC (or a related entity), who may be developing a

commercial office complex on approximately one and three-quarters acres of land in the Area. The project involves the construction of two buildings for occupancy by a real estate firm and optometrist office, creating an estimated seven to ten new jobs. Construction is anticipated to take place in 2017-2021. Overall project costs are expected to be approximately \$4,000,000. The City expects to make grants to the developer in the form of rebates of incremental taxes generated by the project, not to exceed \$1,000,000, subject to the terms and conditions of a detailed development agreement.

- C. *Rebates to Support Infrastructure Improvements:* The City approves the use of incentives in the form of property tax rebates of potential incremental taxes that result from completion of public improvements within the Area. Some of the incremental property tax generated by any such project (pursuant to the *Code of Iowa* Section 403.19) is expected to be rebated upon substantiation of costs incurred in constructing such public improvements. These incentives will not exceed the lesser of: (i) the certified and approved costs of public improvements, plus interest related to debt incurred to finance public improvements; or (ii) \$525,400. The rebates are not general obligations of the City but are payable solely from incremental property taxes. The rebates will be available for up to a maximum of a 10- (or 15-, if consent is obtained from the other taxing entities) year period for the TIF ordinance area.

- D. *Future Development Agreements:* The City expects to consider requests for Development Agreements for 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, forgivable loans, grants, tax rebates, public infrastructure assistance, and other incentives. The costs of such Development Agreements will not exceed \$5,000,000.

2. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, and Other Related Costs to Support Urban Renewal Projects and Planning:

Project	Estimated Date	Estimated Cost
Fees & Costs	Undetermined	Not to Exceed \$100,000

FINANCIAL INFORMATION

1.	July 1, 2016 Constitutional Debt Limit:	\$17,148,950
2.	Outstanding General Obligation Debt:	\$1,505,000

3.	<p>Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment #3) 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 (Amendment #3) as described above will be approximately as stated in the next column:</p>	<p>\$11,625,400</p> <p>This does not include financing costs related to debt issuance, which may be incurred over the life of the area.</p>
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URBAN RENEWAL FINANCING

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

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal 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. The increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, 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 or urban renewal projects within the Area, as amended, or incentives for development consistent with this Plan, as amended. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within

the City. It may be that the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area, as amended.

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 or private entities in connection with the urban renewal projects identified in the Plan, as amended. 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 or other incentives related to 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

The City will follow any applicable requirements for the acquisition and disposition of property within the Urban Renewal Area.

TAX ABATEMENT/URBAN REVITALIZATION

The City also has a City-wide tax abatement urban revitalization district which encompasses the Urban Renewal Area. If a property receives tax abatement benefits under the Urban Revitalization Plan or any other plan, policy, or ordinance, it shall not be eligible for benefits under the Urban Renewal Plan, unless the City Council determines otherwise pursuant to Council action.

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.

STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform with State and local laws will be complied with by the City in implementing this Urban Renewal Plan, as amended, and its supporting documents.

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, adding or deleting land, adding or amending urban renewal projects, or modifying goals or types of renewal activities.

The City Council may amend this Plan in accordance with applicable State law.

EFFECTIVE PERIOD

This Amendment #3 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 *Code of Iowa*. The division of revenues shall continue on the Area for the maximum period allowed by law.

The Urban Renewal Area was originally designated as a mixed area appropriate for blight remediation and economic development in 1991 prior to any statutorily required sunset or expiration date governing the ability to collect incremental taxes. Amendment #1, adopted in 2012, removed a self-imposed expiration date and established a new 20-year limitation on the use of incremental property tax revenues, or the “division of revenue,” beginning with the calendar year following the calendar year in which the City first certifies debt to the County Auditor after the date of Amendment #1. This Amendment #3 makes no change to the effective period of the Area.

REPEALER

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

SEVERABILITY

If any part of the Plan, as previously amended, is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the Plan, as previously amended, as a whole, or any part of the Plan, previous amendments, or this Amendment #3 not determined to be invalid or unconstitutional.

EXHIBIT A

**LAND TO BE REMOVED BY AMENDMENT #3
POLK CITY AREA II URBAN RENEWAL AREA**

LEGAL DESCRIPTION:

Lots Three (3) and Four (4) in the Official Plat of the Northwest Fractional Quarter (NW Fr¹/₄) and North Half (N ¹/₂) of the Southwest Quarter (SW ¹/₄) of Section 1, Township 80 North, Range 25, West of the 5th P.M., except that part beginning at the Southeast corner of said Lot 3, thence North 1288.53 feet to the centerline of Highway 415, thence Northwesterly 461.11 feet, thence Southwesterly 215.68 feet, thence Southeasterly 163.46 feet, thence Southeasterly 150.79 feet, thence Southerly 311.4 feet, thence Southeasterly 369.6 feet, thence South 533.5 feet, thence East 85 feet to the point of beginning.

EXHIBIT B

LAND TO BE REMOVED BY AMENDMENT #3 POLK CITY AREA II URBAN RENEWAL AREA



EXHIBIT C

POLK CITY AREA II URBAN RENEWAL AREA (as amended)

(Showing all subareas)



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

AGENDA ITEM

Governmental Body: The City Council of the City of Polk City, State of Iowa.
Date of Meeting: October 24, 2016.
Time of Meeting: 6:30 P.M.
Place of Meeting: Council Chambers, 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

- Resolution setting dates of a consultation and a public hearing on a proposed Amendment No. 3 to the Polk City Area II Urban Renewal Plan in the City of Polk City, State of Iowa.

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

October 24, 2016

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

Absent: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 3 TO THE POLK CITY AREA II URBAN RENEWAL PLAN IN THE CITY OF POLK CITY, STATE OF IOWA", 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. _____

RESOLUTION SETTING DATES OF A CONSULTATION
AND A PUBLIC HEARING ON A PROPOSED AMENDMENT
NO. 3 TO THE POLK CITY AREA II URBAN RENEWAL
PLAN IN THE CITY OF POLK CITY, STATE OF IOWA

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 (the "Plan") for the Area II Urban Renewal Area (the "Urban Renewal Area" or "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, by Resolution No. 2015-35, adopted May 26, 2015, this City Council approved and adopted an Amendment No. 2 to the Plan; and

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

ORIGINAL AREA

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 1, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA; THENCE SOUTH ALONG THE WEST LINE OF THE EAST 1/2 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 SOUTHEASTERLY LINE OF DES MOINES' ADDITION TO POLK CITY; THENCE SOUTHWESTERLY ALONG THE SAID SOUTHEASTERLY LINE TO THE SOUTHERLY CORNER OF SAID DES MOINES ADDITION; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID DES MOINES ADDITION; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID DES MOINES ADDITION AND THE PROJECTION THEREOF AND ALONG THE SOUTHWESTERLY LINE OF SCOTT'S PARK PLAZA PLAT 1, BEING AN OFFICIAL PLAT, TO A 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

AMENDMENT NO. 1 AREA

No land was added or removed by this Amendment.

AMENDMENT NO. 2 AREA

No land was added or removed by this Amendment.

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 3 to the Plan ("Amendment No. 3" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to remove land from the Area and to add/confirm additional eligible projects to be undertaken within the Area; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan, as amended; and

WHEREAS, this proposed Amendment No. 3 to the Urban Renewal Plan removes land, as follows:

Lots Three (3) and Four (4) in the Official Plat of the Northwest Fractional Quarter (NW Fr ¼) and North Half (N ½) of the Southwest Quarter (SW ¼) of Section 1, Township 80 North, Range 25, West of the 5th P.M., except that part beginning at the Southeast corner of said Lot 3, thence North 1288.53 feet to the centerline of Highway 415, thence Northwesterly 461.11 feet, thence Southwesterly 215.68 feet, thence Southeasterly 163.46 feet, thence Southeasterly 150.79 feet, thence Southerly 311.4 feet, thence Southeasterly 369.6 feet, thence South 533.5 feet, thence East 85 feet to the point of beginning.

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 3 to the Polk City Area II Urban Renewal Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 3 to the Polk City Area II Urban Renewal Plan subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 3 to the Polk City Area II Urban Renewal Plan required by Section 403.5(2) of the Code of Iowa, as amended, shall be held on the 1st day of November, 2016, in the Council Chambers, City Hall, 112 3rd Street, Polk City, Iowa, at 10:30 A.M., and the City Administrator, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2).

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), along with a copy of this Resolution and the proposed Amendment No. 3 to the Polk City Area II Urban Renewal Plan, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN
THE CITY OF POLK CITY, STATE OF IOWA AND ALL
AFFECTED TAXING ENTITIES CONCERNING THE
PROPOSED AMENDMENT NO. 3 TO THE POLK CITY AREA
II URBAN RENEWAL PLAN FOR THE CITY OF POLK CITY,
STATE OF IOWA

The City of Polk City, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 10:30 A.M. on November 1, 2016, in the Council Chambers, City Hall, 112 3rd Street, Polk City, Iowa concerning a proposed Amendment No. 3 to the Polk City Area II Urban Renewal Plan, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Administrator, or his delegate, as the designated representative of the City of Polk City, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 3 to the Polk City Area II Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Polk City, State of Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this _____ day of _____, 2016.

City Clerk, City of Polk City, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amendment No. 3 to the Polk City Area II Urban Renewal Plan before the City Council at its meeting which commences at 6:30 P.M. on November 28, 2016, in the Council Chambers, City Hall, 112 3rd Street, Polk City, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Des Moines Register-Ankeny Section, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED AMENDMENT NO. 3 TO THE POLK CITY
AREA II URBAN RENEWAL PLAN FOR AN URBAN
RENEWAL AREA IN THE CITY OF POLK CITY, STATE OF
IOWA

The City Council of the City of Polk City, State of Iowa, will hold a public hearing before itself at its meeting which commences at 6:30 P.M. on November 28, 2016 in the Council Chambers, City Hall, 112 3rd Street, Polk City, Iowa, to consider adoption of a proposed Amendment No. 3 to the Polk City Area II Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Polk City, State of Iowa, which Amendment No. 3 removes land legally described as follows:

Lots Three (3) and Four (4) in the Official Plat of the Northwest Fractional Quarter (NW Fr ¼) and North Half (N ½) of the Southwest Quarter (SW ¼) of Section 1, Township 80 North, Range 25, West of the 5th P.M., except that part beginning at the Southeast corner of said Lot 3, thence North 1288.53 feet to the centerline of Highway 415, thence Northwesterly 461.11 feet, thence Southwesterly 215.68 feet, thence Southeasterly 163.46 feet, thence Southeasterly 150.79 feet, thence Southerly 311.4 feet, thence Southeasterly 369.6 feet, thence South 533.5 feet, thence East 85 feet to the point of beginning.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Polk City, Iowa.

The City of Polk City, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer, or other public improvements. The City may also acquire land and make land available for development or redevelopment by private enterprise as authorized by law. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A of the Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan, as amended, and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The

Amendment initially proposes no specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 3 would remove land from the Area and to add/confirm additional eligible projects to be undertaken within the Area.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Polk City, State of Iowa, as provided by Section 403.5 of the Code of Iowa.

Dated this _____ day of _____, 2016.

City Clerk, City of Polk City, State of Iowa

(End of Notice)

Section 5. That the proposed Amendment No. 3 to the Polk City Area II Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 3 to the Polk City Area II Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 24th day of October, 2016.

Mayor

ATTEST:

City Clerk

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

EXHIBIT 1

AMENDMENT #3

to the

**POLK CITY AREA II URBAN RENEWAL
PLAN**

for the

**POLK CITY AREA II URBAN RENEWAL
AREA**

CITY OF POLK CITY, IOWA

Adopted – June 1991

Amendment #1 – March 2012

Amendment #2 – May 2015

Amendment #3 – November 2016

SIMMERING-CORY, INC.

AMENDMENT #3
to the
POLK CITY AREA II URBAN RENEWAL PLAN
for the
POLK CITY AREA II URBAN RENEWAL AREA
CITY OF POLK CITY, IOWA

The Polk City Area II Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Polk City Area II Urban Renewal Area (“Area” or “Urban Renewal Area”) was adopted in 1991 and amended in 2012 and 2015.

The Urban Renewal Plan is now being further amended to, among other things, remove certain real estate from the Area, which in turn will be included in the new Deer Haven Urban Renewal Area. In addition, this Amendment adds/confirms eligible projects to be undertaken within the Urban Renewal Area by this Amendment #3 (“Amendment” or “Amendment #3”).

This Amendment #3 repeats much of Amendment #2, adopted in 2015. The material changes made by Amendment #3 include the following:

- Updating Plan Objectives (Pages 3-4);
- Updating Types of Renewal Activities (Pages 4-5);
- Including a Previously Authorized Urban Renewal Projects section (page 5);
- Adding new Eligible Urban Renewal Projects (pages 5-6);
- Updating the Financial Information (pages 6-7);
- Removing land for inclusion in a new Deer Haven Urban Renewal Plan. Such area is described in Exhibit “A” and illustrated in Exhibit “B” (pages 10-11); and
- Updating Exhibit “C,” a map of the entire Polk City Area II Urban Renewal Area, as amended (page 12).

Except as modified by this Amendment, the provisions of the original Urban Renewal Plan, as previously amended, 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.

DESCRIPTION OF THE URBAN RENEWAL AREA

A legal description of the property being removed from the Urban Renewal Area is attached hereto as Exhibit “A.” A map of the land being removed by Amendment #3 is attached hereto as Exhibit “B.” A map of the entire Urban Renewal Area, as amended, is attached hereto as Exhibit “C.”

AREA DESIGNATION

The Urban Renewal Area was originally designated as a mixed area appropriate for blight remediation and economic development. Amendment #1 to the Urban Renewal Area removed the

blight designation. The economic development designations previously established in the original Plan and confirmed in Amendment #1 for the Urban Renewal Area was not changed by Amendment #2.

Accordingly, the Area remains an economic development area appropriate for the promotion of commercial development. Therefore, no change in designation of the Area is made by this Amendment.

BASE VALUE

The “base valuation” of the Urban Renewal Area will be reduced by this Amendment because a portion of the original area is being removed. Nothing in this Amendment otherwise affects the other already established frozen base values for any other portion of the Urban Renewal Area.

DEVELOPMENT PLAN

Polk City has a general plan for the physical development of the City as a whole outlined in the Imagine Polk City – A Bridge to the Future Comprehensive Plan 2016, adopted by the City in April 2016. The goals and objectives identified in Amendment #3 to this Urban Renewal Plan, and the projects described therein, are in conformity with the goals, objectives, and overall policies identified in the Imagine Polk City – A Bridge to the Future Comprehensive Plan 2016.

This Urban Renewal Plan, as amended, does not in any way replace the City’s current land use planning or zoning regulation process.

The need, if any, 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 continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites for community economic development purposes, including new and expanded commercial development. More specific objectives for development within the Urban Renewal Area, as amended, are as follows:

1. To stimulate, through public action and commitment, private investment in new and expanded development, new housing and residential development and redevelopment.
2. To plan for and provide sufficient land for commercial and residential development in a manner that is efficient from the standpoint of providing municipal services.
3. To provide for the installation of public infrastructure and other public facilities which contribute to the sound development of the Area.

4. To provide a more marketable and attractive investment climate.
5. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
6. To increase the availability of housing opportunities, which may, in turn, attract and retain local industries and commercial enterprises that will strengthen and revitalize the economy of the State of Iowa and the City of Polk City.
7. To help finance the cost of constructing public utility and infrastructure extensions and improvements in support of residential development.
8. To improve the housing conditions and increase housing opportunities, including low and moderate income families and/or individuals.
9. To promote development utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan, as amended, and to encourage the development of the Urban Renewal Area, as amended, the City intends to utilize the powers conferred under Chapters 403 and Chapter 15A, *Code of Iowa*. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction or repair of public infrastructure, including, but not limited to, streets, storm water drainage, sanitary sewer system, water system, public utilities, or other facilities in connection with urban renewal projects.
3. To provide for the construction of site specific improvements, such as grading and site preparation activities, utility connections, and related activities.
4. To make loans, forgivable loans, tax rebate payments or other types of grants or incentives to private persons or businesses for economic development purposes on such terms as may be determined by the City Council.
5. To use tax increment financing to facilitate urban renewal projects, including, but not limited to, actions to achieve a more marketable and competitive land offering price and to provide for necessary physical improvements and infrastructure.
6. To borrow money and to provide security therefor.
7. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Program or specific urban renewal projects.

8. To acquire property through a variety of means (purchase, lease, option, etc.) and to hold, clear, or prepare the property for redevelopment.
9. To dispose of property so acquired.
10. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Polk City and the State of Iowa.
11. To use tax increment for low and moderate income housing assistance.
12. To finance programs that will directly benefit housing conditions and promote the availability of housing in the community.

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, as amended.

PREVIOUSLY AUTHORIZED URBAN RENEWAL PROJECTS

Various urban renewal projects were authorized prior to this Amendment #3, and are continuing. Such previously authorized projects include, but are not limited to, development agreements and rebates for the construction of infrastructure including water and sewer facilities, trails, and streets. Collectively, certified debt on these projects is approximately \$2,428,000.

ELIGIBLE URBAN RENEWAL PROJECTS (Amendment #3)

Although certain project activities may occur over a period of years, in addition to projects previously authorized in the Plan, as previously amended, the eligible urban renewal projects under this Amendment #3 include:

1. Development Agreements:

- A. *Crossroads at the Lake*: The City expects to consider providing incentives to assist Kimberly Development Corporation (or a related entity), in the development of a commercial/retail subdivision on approximately nine acres of land in the Area. Businesses that potentially could locate in this development may be retail, service, or professional services establishments and are expected to create new jobs and/or provide expanded and enhanced services. Construction is anticipated to take place in 2017-2021. Overall project costs are expected to be approximately \$10,000,000 to \$12,000,000. The City expects to make grants to the developer in the form of rebates of incremental taxes generated by the project, not to exceed \$5,000,000, subject to the terms and conditions of a detailed development agreement.
- B. *Lake Front Office Park*: The City expects to consider providing incentives to assist Frihalage Investments, LLC (or a related entity), who may be developing a

commercial office complex on approximately one and three-quarters acres of land in the Area. The project involves the construction of two buildings for occupancy by a real estate firm and optometrist office, creating an estimated seven to ten new jobs. Construction is anticipated to take place in 2017-2021. Overall project costs are expected to be approximately \$4,000,000. The City expects to make grants to the developer in the form of rebates of incremental taxes generated by the project, not to exceed \$1,000,000, subject to the terms and conditions of a detailed development agreement.

- C. *Rebates to Support Infrastructure Improvements:* The City approves the use of incentives in the form of property tax rebates of potential incremental taxes that result from completion of public improvements within the Area. Some of the incremental property tax generated by any such project (pursuant to the *Code of Iowa* Section 403.19) is expected to be rebated upon substantiation of costs incurred in constructing such public improvements. These incentives will not exceed the lesser of: (i) the certified and approved costs of public improvements, plus interest related to debt incurred to finance public improvements; or (ii) \$525,400. The rebates are not general obligations of the City but are payable solely from incremental property taxes. The rebates will be available for up to a maximum of a 10- (or 15-, if consent is obtained from the other taxing entities) year period for the TIF ordinance area.

- D. *Future Development Agreements:* The City expects to consider requests for Development Agreements for 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, forgivable loans, grants, tax rebates, public infrastructure assistance, and other incentives. The costs of such Development Agreements will not exceed \$5,000,000.

2. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, and Other Related Costs to Support Urban Renewal Projects and Planning:

Project	Estimated Date	Estimated Cost
Fees & Costs	Undetermined	Not to Exceed \$100,000

FINANCIAL INFORMATION

1.	July 1, 2016 Constitutional Debt Limit:	\$17,148,950
2.	Outstanding General Obligation Debt:	\$1,505,000

3.	<p>Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment #3) 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 (Amendment #3) as described above will be approximately as stated in the next column:</p>	<p>\$11,625,400</p> <p>This does not include financing costs related to debt issuance, which may be incurred over the life of the area.</p>
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URBAN RENEWAL FINANCING

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

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal 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. The increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, 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 or urban renewal projects within the Area, as amended, or incentives for development consistent with this Plan, as amended. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within

the City. It may be that the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area, as amended.

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 or private entities in connection with the urban renewal projects identified in the Plan, as amended. 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 or other incentives related to 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

The City will follow any applicable requirements for the acquisition and disposition of property within the Urban Renewal Area.

TAX ABATEMENT/URBAN REVITALIZATION

The City also has a City-wide tax abatement urban revitalization district which encompasses the Urban Renewal Area. If a property receives tax abatement benefits under the Urban Revitalization Plan or any other plan, policy, or ordinance, it shall not be eligible for benefits under the Urban Renewal Plan, unless the City Council determines otherwise pursuant to Council action.

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.

STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform with State and local laws will be complied with by the City in implementing this Urban Renewal Plan, as amended, and its supporting documents.

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, adding or deleting land, adding or amending urban renewal projects, or modifying goals or types of renewal activities.

The City Council may amend this Plan in accordance with applicable State law.

EFFECTIVE PERIOD

This Amendment #3 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 *Code of Iowa*. The division of revenues shall continue on the Area for the maximum period allowed by law.

The Urban Renewal Area was originally designated as a mixed area appropriate for blight remediation and economic development in 1991 prior to any statutorily required sunset or expiration date governing the ability to collect incremental taxes. Amendment #1, adopted in 2012, removed a self-imposed expiration date and established a new 20-year limitation on the use of incremental property tax revenues, or the “division of revenue,” beginning with the calendar year following the calendar year in which the City first certifies debt to the County Auditor after the date of Amendment #1. This Amendment #3 makes no change to the effective period of the Area.

REPEALER

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

SEVERABILITY

If any part of the Plan, as previously amended, is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the Plan, as previously amended, as a whole, or any part of the Plan, previous amendments, or this Amendment #3 not determined to be invalid or unconstitutional.

EXHIBIT A

**LAND TO BE REMOVED BY AMENDMENT #3
POLK CITY AREA II URBAN RENEWAL AREA**

LEGAL DESCRIPTION:

Lots Three (3) and Four (4) in the Official Plat of the Northwest Fractional Quarter (NW Fr¹/₄) and North Half (N ¹/₂) of the Southwest Quarter (SW ¹/₄) of Section 1, Township 80 North, Range 25, West of the 5th P.M., except that part beginning at the Southeast corner of said Lot 3, thence North 1288.53 feet to the centerline of Highway 415, thence Northwesterly 461.11 feet, thence Southwesterly 215.68 feet, thence Southeasterly 163.46 feet, thence Southeasterly 150.79 feet, thence Southerly 311.4 feet, thence Southeasterly 369.6 feet, thence South 533.5 feet, thence East 85 feet to the point of beginning.

EXHIBIT B

LAND TO BE REMOVED BY AMENDMENT #3 POLK CITY AREA II URBAN RENEWAL AREA



EXHIBIT C

POLK CITY AREA II URBAN RENEWAL AREA (as amended)

(Showing all subareas)



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 _____, 2016.

City Clerk, City of Polk City, State of Iowa

(SEAL)

**DEER HAVEN
URBAN RENEWAL PLAN**

for the

**DEER HAVEN
URBAN RENEWAL AREA**

CITY OF POLK CITY, IOWA

NOVEMBER 2016

SIMMERING-CORY, INC.

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**Deer Haven Urban Renewal Plan
for the
Deer Haven Urban Renewal Area
City of Polk City, Iowa**

A. INTRODUCTION

The Deer Haven Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Deer Haven Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials respond to and promote economic development in the City of Polk City, Iowa (the “City”). The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new housing and residential development; as defined in the *Code of Iowa* Section 403.17(12).

In order to achieve this objective, the City intends to undertake Urban Renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the *Code of Iowa*, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Urban Renewal Area is described in Exhibit “A” and illustrated in Exhibit “B.” A portion of the property forming this Area has been removed from the Polk City Area II Urban Renewal Area by Amendment #3 to the Polk City Area II Urban Renewal Plan. This property has never been residential in nature nor part of a residential housing development.

The City reserves the right to modify the boundaries of the Area at some future date.

C. AREA DESIGNATION

With the adoption of this Plan, the City designates this Urban Renewal Area as an economic development area that is appropriate for the provision of public improvements related to housing and residential development.

D. BASE VALUE

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) ordinance is adopted, and debt is certified prior to December 1, 2016, the taxable valuation as of January 1, 2015, will be considered the frozen “base valuation” for the portion of the Urban Renewal Area identified in the TIF ordinance. If a TIF ordinance is not adopted until a later date, or debt is not first certified prior to December 1, 2016, the frozen “base value” will be the assessed value of the taxable property within that area covered by the TIF ordinance as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt on the Area.

E. DEVELOPMENT PLAN

Polk City has a general plan for the physical development of the City as a whole, outlined in the Imagine Polk City – A Bridge to the Future Comprehensive Plan 2016, adopted by the City in April 2016. The goals and objectives identified in this Plan, and the urban renewal projects described herein, are in conformity with the goals, objectives, and recommendations identified in Imagine Polk City – A Bridge to the Future Comprehensive Plan 2016.

This Urban Renewal Plan does not in any way replace the City's current land use planning or zoning regulation process. Currently the Area is zoned as a Planned Unit Development (PUD), R-1 (Single Family Detached Residential District), C-1 (Central Business District), and C-2 (Commercial District).

The need, if any, 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 the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

F. RESIDENTIAL DEVELOPMENT

The City's objective for the Urban Renewal Area is to promote new housing and residential development.

Over the past several years Polk City has seen significant growth in population and housing development. The City has experienced a population growth of 192% since 1960. The growth in population has resulted in a continuing need for new housing development. The City's building permit data shows that since 2003 a total of 645 new dwelling units have been built in Polk City, an average of 49 units per year during that time.

The historic growth pattern seen in Polk City is anticipated to continue. The Imagine Polk City – A Bridge to the Future Comprehensive Plan 2016 identifies the need for additional new housing units as a key goal of the community. The Comprehensive Plan states, "Polk City is expected to experience the development of 582 new dwelling units before 2020." In addition, the Comprehensive Plan indicates that an additional 896 dwelling units will be needed between 2020 and 2035 to accommodate population projections.

The proposed Deer Haven development seeks to address the projected housing needs identified by the Comprehensive Plan through the construction of a multiphase development utilizing a PUD to help make residential lots more affordable. The City supports the concept of providing incentives to developers in order to create new residential opportunities that help meet current and future demand.

When a city utilizes tax increment financing to support residential development, a percentage of the incremental revenues (or other revenues) generated by the project (not to exceed the project costs which are limited to reimbursement of "public improvement" costs, as defined by Iowa law,

must be used to provide assistance to low and moderate income (LMI) families. LMI families are those whose incomes do not exceed 80% of the median Polk County income.

Unless a reduction is approved by the Iowa Economic Development Authority, the percentage of incremental revenues used to provide LMI assistance must be at least equal to the percentage of LMI families living in Polk County. That percentage is currently 38.92% (“LMI Set-Aside Fund”).

The requirement to provide assistance for LMI housing may be met by one, or a combination, of the following three options:

1. Providing that at least 38.92% of the units constructed in the Area are occupied by residents and/or families whose incomes are at or below 80% of the median County income;
2. Setting aside 38.92% of the project costs for LMI housing activities anywhere in the City; or,
3. Ensuring that 38.92% of the houses constructed within the Area are priced at amounts affordable to LMI families.

If funds are set aside, as opposed to constructing a sufficient percentage of LMI housing in the Area, the assistance for low and moderate income family housing may be provided anywhere within the City. The type of assistance provided must benefit LMI residents and/or families and may include, but is not limited to:

1. Construction of LMI affordable housing.
2. Owner/renter-occupied housing rehabilitation for LMI residents and/or families.
3. Grants, credits, or other direct assistance for LMI residents and/or families.
4. Homeownership assistance for LMI residents and/or families.
5. Tenant-based rental assistance for LMI residents and/or families.
6. Down payment assistance for LMI residents and/or families.
7. Mortgage interest buy-down assistance for LMI residents and/or families.
8. Under appropriate circumstances, the construction of public improvements that benefit LMI residents and/or families.

G. PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites for new residential development within the Area. More specific objectives for development within the Urban Renewal Area are as follows:

1. To increase the availability of housing opportunities, which may, in turn, attract and retain local industries and commercial enterprises that will strengthen and revitalize the economy of the State of Iowa and the City of Polk City.
2. To stimulate, through public action and commitment, private investment in new housing and residential development and redevelopment. The City realizes that the availability of affordable, decent, safe, and sanitary housing is important to the overall economic viability of the community.
3. To plan for and provide sufficient land for residential development in a manner that is efficient from the standpoint of providing municipal services.
4. To help finance the cost of constructing public utility and infrastructure extensions and improvements in support of residential development.
5. To improve the housing conditions and increase housing opportunities, including LMI income families and/or individuals.
6. To provide for the installation and upgrade of public works, infrastructure, and related facilities in support of new housing development.
7. To provide a more marketable and attractive investment climate.
8. To encourage residential growth and expansion through governmental policies, which make it economically feasible to do business.
9. To promote development utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

H. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa* including, but not limited to, tax increment financing. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To acquire property through a variety of means (purchase, lease, option, etc.) and to hold, clear, or prepare the property for development.
3. To dispose of property so acquired.
4. To provide for the construction of site specific improvements, such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.

5. To arrange for or cause to be provided the construction or repair of public infrastructure, including, but not limited to, streets and sidewalks, traffic lights, pedestrian safety measures, trails, water mains, sanitary sewers, storm sewers, public utilities, or other facilities in connection with urban renewal projects.
6. To make loans, forgivable loans, grants, tax rebate payments, or other types of grants or incentives to private persons or businesses for economic development purposes or residential projects, on such terms as may be determined by the City Council.
7. To use tax increment financing to facilitate urban renewal projects, including, but not limited to, financing to achieve a more marketable and competitive land offering price and to provide for necessary physical improvements and infrastructure.
8. To use tax increment for LMI housing assistance.
9. To borrow money and to provide security therefor.
10. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Program or specific urban renewal projects.
11. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Polk City and the State of Iowa.
12. To finance programs that will directly benefit housing conditions and promote the availability of housing in the community.

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.

I. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Urban Renewal Plan include:

1. Public Improvements:

Project	Estimated Date	Not to Exceed Cost	Rationale
Reconstruction of a portion of Church Street, Wood Street, and Van Dorn Street along with the replacement of public infrastructure including water mains,	2020-2022	\$1,650,000	Portions of these three streets lead into the new Deer Haven subdivision and the street surfaces are beginning to deteriorate. The City anticipates additional deterioration of the streets due to increased traffic as a result of the new Deer Haven Subdivision.

sanitary sewer, and storm sewer systems.			In addition, the City anticipates replacing aged and undersized public infrastructure within the street right-of-way in order to improve sanitary sewer, water, and storm water drainage services to homes in the Area.
Totals		\$1,650,000	

2. Rebates to Support Infrastructure Improvements in Residential Development:

The proposed urban renewal project involves providing incentives necessary to construct the public improvements to assist Deer Haven Land Company, LLC. (or a related entity) in the development of an anticipated 71-single-family-home subdivision. Deer Haven Land Company, LLC. (or a related entity) is expected to invest approximately \$4,500,000 in the development including the construction of new streets, trails, water, sanitary sewer, and storm water utilities. Construction is anticipated to be phased during 2016 – 2022.

The City intends to provide assistance in the form of property tax rebates of potential incremental taxes that will result from completion of the Deer Haven Subdivision and related public improvements. Under the proposal, some of the incremental property tax generated by the project (from the development of new homes to be constructed on the developer’s land pursuant to the *Code of Iowa* Section 403.19) is expected to be rebated to the developer upon substantiation of costs incurred by the developer in constructing the public improvements. These incentives are not expected to exceed the lesser of:

- The developer’s certified and approved costs of public improvements, plus interest during construction and for not more than six months thereafter related to debt incurred to finance public improvements; or
- \$1,325,000

These rebates will not be general obligations of the City but will be payable solely from incremental property taxes generated by the project. The rebates will be available for up to a maximum of a 10- (or 15-, if consent is obtained from the other taxing entities) year period for the TIF ordinance area.

Unless LMI housing is constructed in the Deer Haven Subdivision, the City will set aside 38.92% of the incremental taxes generated by the residential housing units (up to a maximum of the developer’s certified costs of public improvements or \$1,325,000) and use those funds to support LMI housing anywhere in the community. The remaining incremental taxes will be available to reimburse the City for planning, legal, and other project costs and to fund property tax rebates to the developer up to the above stated maximum.

The City believes that assistance to residential housing in this Area will promote economic development by providing needed housing opportunities for employees of area businesses, their families, and new or existing residents. The City expects to enter into a development agreement

with Deer Haven Land Company, LLC. (or a related entity) that provides detailed terms and conditions, not all of which are included in this Plan.

3. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, and Other Related Costs to Support Urban Renewal Projects and Planning:

Project	Estimated Date	Estimated Cost
Fees and Costs	Undetermined	Not to Exceed \$100,000

J. FINANCIAL INFORMATION

1.	July 1, 2016, Constitutional Debt Limit	\$17,148,950
2.	Current Outstanding General Obligation Debt	\$1,505,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan 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:	\$3,075,000 This does not include financing costs related to debt issuance, which may be incurred over the life of the Area.

K. URBAN RENEWAL FINANCING

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

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal 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. The increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, 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 or incentives for development consistent with this Plan. 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 or private entities in connection with the urban renewal projects identified in this Plan. 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 or other incentives related to 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.

L. PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property within the Urban Renewal Area.

M. RELOCATION

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

N. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to State and local laws will be complied with by the City in implementing this Urban Renewal Plan and its supporting documents.

O. AGRICULTURAL LAND

Because the Urban Renewal Area contains land that is defined as “agricultural land” by the *Code of Iowa* Section 403.17(3), the City and the agricultural land owner have entered into an agreement

in which the agricultural land owner agrees to allow the City to include real property, defined as “agricultural land,” in the Urban Renewal Area. A copy of that agreement is attached as Exhibit “C.” The original signed agreement is on file at the City Clerk’s office.

P. SEVERABILITY

In the event one or more provisions contained in the Urban Renewal Plan shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity, illegality, un-authorization, or unenforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

Q. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a number of reasons including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying goals or types of renewal activities.

The City Council may amend this Plan in accordance with applicable State law.

R. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and shall remain in effect until terminated by the City Council.

With respect to property included within the Urban Renewal Area, which is also included in an ordinance which designates that property as a tax increment area and is designated based on an economic development finding, to provide or to assist in the provision of public improvements related to housing and residential development, 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*, is limited to ten (10) years beginning with the second fiscal year following the year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within the Urban Renewal Area.

With consent of all other affected taxing bodies (by written agreement), the use of incremental property tax revenues under the *Code of Iowa* Section 403.19 can be extended for up to five (5) years if necessary to adequately fund the housing project. The City may decide to seek such consent.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness, or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out under the Urban Renewal Plan

shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

EXHIBIT A

LEGAL DESCRIPTION OF DEER HAVEN URBAN RENEWAL AREA

LEGAL DESCRIPTION:

Lots Three (3) and Four (4) in the Official Plat of the Northwest Fractional Quarter (NW Fr ¼) and North Half (N ½) of the Southwest Quarter (SW ¼) of Section 1, Township 80 North, Range 25, West of the 5th P.M., except that part beginning at the Southeast corner of said Lot 3, thence North 1288.53 feet to the centerline of Highway 415, thence Northwesterly 461.11 feet, thence Southwesterly 215.68 feet, thence Southeasterly 163.46 feet, thence Southeasterly 150.79 feet, thence Southerly 311.4 feet, thence Southeasterly 369.6 feet, thence South 533.5 feet, thence East 85 feet to the point of beginning;

And

A tract of land located in lots 5 and 7 Official Plat of the Northwest Fractional Quarter (NW Fr ¼) and North Half (N ½) of the Southwest Quarter (SW ¼) of Section 1, Township 80 North, Range 25, West of the 5th P.M., Polk City, Polk County, Iowa. Said tract of land being more particularly described as follows:

Beginning at the Southeast Corner of Lot 5 said plat; thence N00°24'14"E, 58.65 feet along the East Line of said Lot 5; thence N49°06'11"E, 240.21 feet; thence N26°03'37"W, 235.26 feet; thence N83°42'18"W, 542.39 feet; thence N50°48'37"W, 640.00 feet; thence S38°29'53"W, 102.00 feet to the North Right-of-Way Line of Broadway as it is presently established; thence S51°30'07"E, 1303.31 feet along said North Right-of-Way Line to the Southeast Corner of said Lot 5 and to the Point of Beginning;

And

The Right-of-Way of E. Church Street and E. Wood Street from the West side of Summer Street Right-of-Way to the Southeast boundary of The Des Moines Co. Addition;

And

The Right-of-Way of E. Van Dorn Street from the West side of Summer Street Right-of-Way to the Southeast boundary of The Des Moines Co. Addition;

And

The first 50.0 feet of E. Grimes Street Right-of-Way extending Northwesterly from the Southeast boundary of The Des Moines Co. Addition;

And

The full Right-of-Way of E. Broadway Street from the East section line of Section 1, Township 80 North, Range 25 to the West side of Walker Street Right-of-Way;

And

The West 225.48 feet of the North ½ Right-of-Way of E. Broadway Street from the Northwesterly Right-of-Way of Walker Street extended across E. Broadway Street.

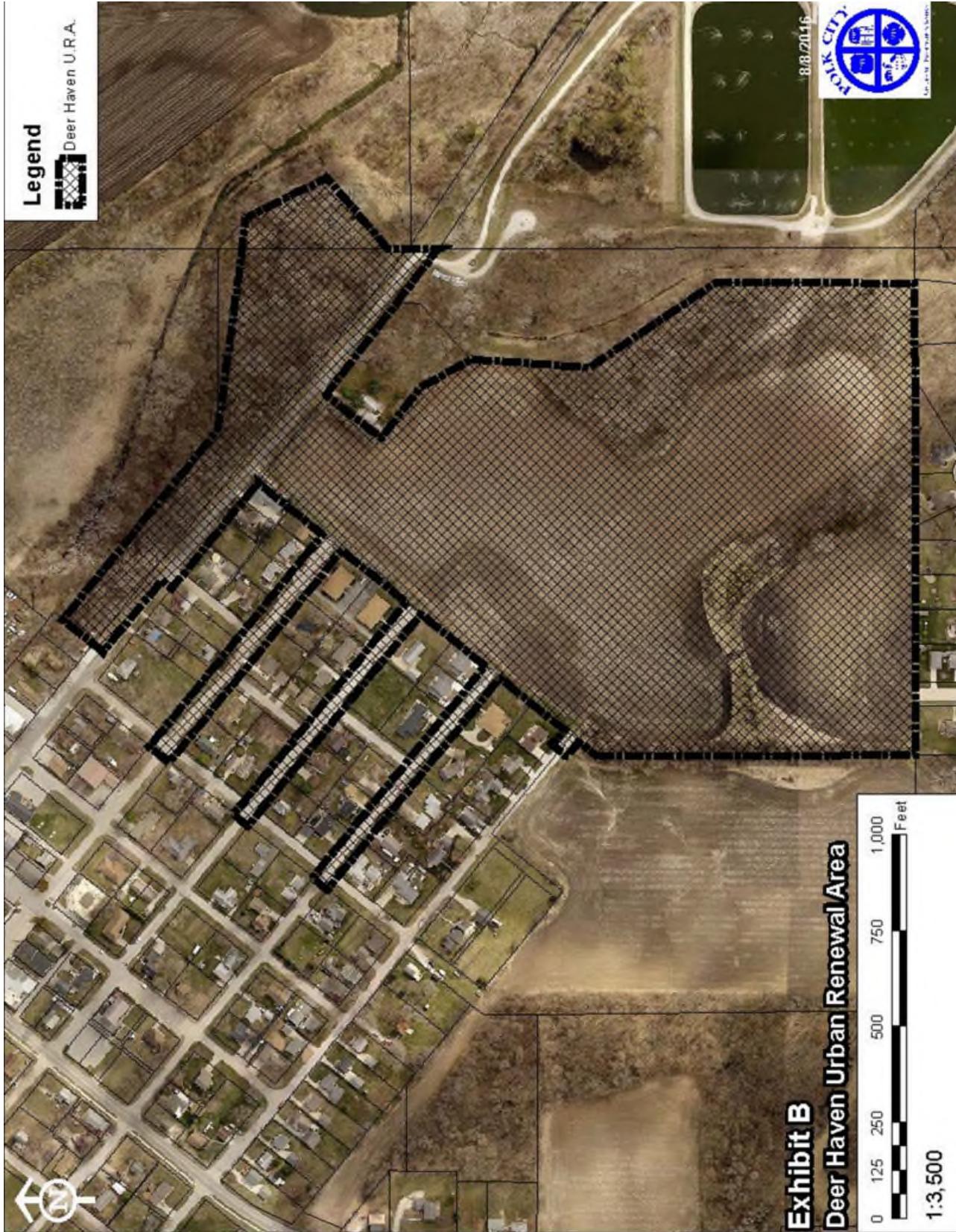




EXHIBIT “C”

AGRICULTURAL LAND CONSENT

**AGREEMENT TO INCLUDE AGRICULTURAL LAND IN THE
DEER HAVEN URBAN RENEWAL AREA**

WHEREAS, the City of Polk City, Iowa, (the “City”) has proposed to establish the Deer Haven Urban Renewal Plan (“Plan”) for the Deer Haven Urban Renewal Area (the “Urban Renewal Area”), pursuant to Chapter 403 of the *Code of Iowa*, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of the Urban Renewal Area will contain certain property owned by the undersigned Agricultural Land Owner; and

WHEREAS, Section 403.17(10) of the *Code of Iowa* provides that no property may be included in an urban renewal area which meets the definition of “agricultural land,” in Section 403.17(3) until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that a portion of the property located within the Urban Renewal Area and owned by the Agricultural Land Owner listed below meets the definition of “agricultural land” in Section 403.17(3) of the *Code of Iowa*;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain property within the proposed Urban Renewal Area and agrees that the City of Polk City, Iowa, may include such property within the Urban Renewal Area. A map of the Urban Renewal Area is attached as part of this Exhibit.
2. The Agricultural Land Owner further authorizes the governing body of the City of Polk City, Iowa, to pass any resolution or ordinance necessary to designate such property as part of the Urban Renewal Area under Chapter 403 of the *Code of Iowa*, and to proceed with activities authorized under said Chapter.

DATED this ____ day of _____, 2016.

Name of Agricultural Land Owner: Deer Haven Land Company LLC

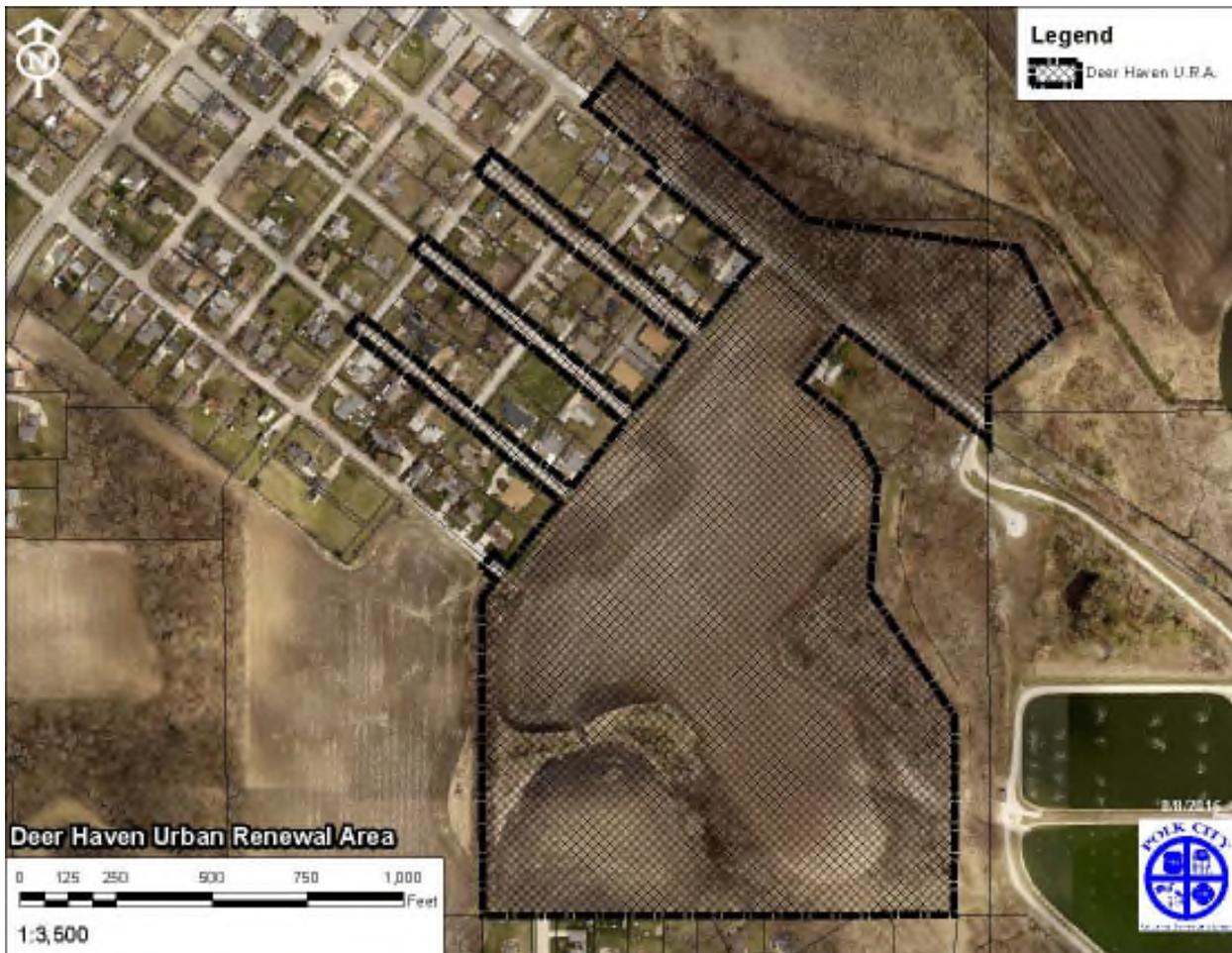
Signature

Date: _____

Witness:

Date: _____

MAP OF DEER HAVEN URBAN RENEWAL AREA



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

AGENDA ITEM(S)

Governmental Body: The City Council of the City of Polk City, State of Iowa.
Date of Meeting: October 24, 2016.
Time of Meeting: 6:30 P.M.
Place of Meeting: Council Chambers, 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:

Deer Haven Urban Renewal Plan

- Resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed Deer Haven Urban Renewal Plan for a proposed Urban Renewal Area in the City of Polk City, State of Iowa.

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

October 24, 2016

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

Absent: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION DETERMINING THE NECESSITY AND SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED DEER HAVEN URBAN RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY OF POLK CITY, STATE OF IOWA", 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. _____

RESOLUTION DETERMINING THE NECESSITY AND
SETTING DATES OF A CONSULTATION AND A PUBLIC
HEARING ON A PROPOSED DEER HAVEN URBAN
RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL
AREA IN THE CITY OF POLK CITY, STATE OF IOWA

WHEREAS, it is hereby found and determined that one or more economic development areas, as defined in Chapter 403, Code of Iowa, exist within the City and the rehabilitation, conservation, redevelopment, development, or combination thereof, of the area is necessary in the interest of the public health, safety, or welfare of the residents of the City; and

WHEREAS, this Council has reasonable cause to believe that the area described below satisfies the eligibility criteria for designation as an urban renewal area under Iowa law and has caused there to be prepared a proposed Deer Haven Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Deer Haven Urban Renewal Area ("Area" or "Urban Renewal Area"), which proposed Plan is attached hereto as Exhibit 1; and

WHEREAS, this proposed Urban Renewal Area includes and consists of:

Lots Three (3) and Four (4) in the Official Plat of the Northwest Fractional Quarter (NW Fr 1/4) and North Half (N 1/2) of the Southwest Quarter (SW 1/4) of Section 1, Township 80 North, Range 25, West of the 5th P.M., except that part beginning at the Southeast corner of said Lot 3, thence North 1288.53 feet to the centerline of Highway 415, thence Northwesterly 461.11 feet, thence Southwesterly 215.68 feet, thence Southeasterly 163.46 feet, thence Southeasterly 150.79 feet, thence Southerly 311.4 feet, thence Southeasterly 369.6 feet, thence South 533.5 feet, thence East 85 feet to the point of beginning;

And

A tract of land located in lots 5 and 7 Official Plat of the Northwest Fractional Quarter (NW Fr 1/4) and North Half (N 1/2) of the Southwest Quarter (SW 1/4) of Section 1, Township 80 North, Range 25, West of the 5th P.M., Polk City, Polk County, Iowa. Said tract of land being more particularly described as follows:

Beginning at the Southeast Corner of Lot 5 said plat; thence N00°24'14"E, 58.65 feet along the East Line of said Lot 5; thence N49°06'11"E, 240.21 feet; thence N26°03'37"W, 235.26 feet; thence N83°42'18"W, 542.39 feet; thence N50°48'37"W, 640.00 feet; thence S38°29'53"W, 102.00 feet to the North Right-of-Way Line of Broadway as it is presently established; thence S51°30'07"E, 1303.31 feet along said North Right-of-Way Line to the Southeast Corner of said Lot 5 and to the Point of Beginning;

And

The Right-of-Way of E. Church Street and E. Wood Street from the West side of Summer Street Right-of-Way to the Southeast boundary of The Des Moines Co. Addition;

And

The Right-of-Way of E. Van Dorn Street from the West side of Summer Street Right-of-Way to the Southeast boundary of The Des Moines Co. Addition;

And

The first 50.0 feet of E. Grimes Street Right-of-Way extending Northwesterly from the Southeast boundary of The Des Moines Co. Addition;

And

The full Right-of-Way of E. Broadway Street from the East section line of Section 1, Township 80 North, Range 25 to the West side of Walker Street Right-of-Way;

And

The West 225.48 feet of the North ½ Right-of-Way of E. Broadway Street from the Northwesterly Right-of-Way of Walker Street extended across E. Broadway Street.

WHEREAS, the proposed Urban Renewal Area includes land classified as agricultural land and written permission of the current owners will be obtained; and

WHEREAS, City staff has caused there to be prepared a form of Plan, a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to form the Deer Haven Urban Renewal Area suitable for infrastructure for non-LMI housing and to include a list of proposed projects to be undertaken within the Urban Renewal Area; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan; and

WHEREAS, the Iowa statutes require the City Council to submit the proposed Deer Haven Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the City as a whole prior to Council approval of such Plan, and further provides that the Planning and Zoning Commission shall submit its written recommendations thereon to this Council within thirty (30) days of its receipt of such proposed Deer Haven Urban Renewal Plan; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Deer Haven Urban Renewal Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Deer Haven Urban Renewal Plan subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Plan and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Deer Haven Urban Renewal Plan required by Section 403.5(2) of the Code of Iowa, as amended, shall be held on the 1st day of November, 2016, in the Council Chambers, City Hall, 112 3rd Street, Polk City, Iowa, at 11:00 A.M., and the City Administrator, or his delegate is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2).

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), along with a copy of this Resolution and the proposed Deer Haven Urban Renewal Plan, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN
THE CITY OF POLK CITY, STATE OF IOWA AND ALL
AFFECTED TAXING ENTITIES CONCERNING THE
PROPOSED DEER HAVEN URBAN RENEWAL PLAN FOR
THE CITY OF POLK CITY, STATE OF IOWA

The City of Polk City, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 11:00 A.M. on November 1, 2016, in the Council Chambers, City Hall, 112 3rd Street, Polk City, Iowa concerning a proposed Deer Haven Urban Renewal Plan, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Plan.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Administrator, or his delegate as the designated representative of the City of Polk City, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Deer Haven Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Polk City, State of Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this _____ day of _____, 2016.

City Clerk, City of Polk City, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Deer Haven Urban Renewal Plan before the City Council at its meeting which commences at 6:30 P.M. on November 28, 2016, in the Council Chambers, City Hall, 112 3rd Street, Polk City, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Des Moines Register-Ankeny Section, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A
PROPOSED DEER HAVEN URBAN RENEWAL PLAN FOR A
PROPOSED URBAN RENEWAL AREA IN THE CITY OF POLK
CITY, STATE OF IOWA

The City Council of the City of Polk City, State of Iowa, will hold a public hearing before itself at its meeting which commences at 6:30 P.M. on November 28, 2016 in the Council Chambers, City Hall, 112 3rd Street, Polk City, Iowa, to consider adoption of a proposed Deer Haven Urban Renewal Plan (the "Plan") concerning a proposed Urban Renewal Area in the City of Polk City, State of Iowa, legally described as follows:

Lots Three (3) and Four (4) in the Official Plat of the Northwest Fractional Quarter (NW $\frac{1}{4}$) and North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 1, Township 80 North, Range 25, West of the 5th P.M., except that part beginning at the Southeast corner of said Lot 3, thence North 1288.53 feet to the centerline of Highway 415, thence Northwesterly 461.11 feet, thence Southwesterly 215.68 feet, thence Southeasterly 163.46 feet, thence Southeasterly 150.79 feet, thence Southerly 311.4 feet, thence Southeasterly 369.6 feet, thence South 533.5 feet, thence East 85 feet to the point of beginning;

And

A tract of land located in lots 5 and 7 Official Plat of the Northwest Fractional Quarter (NW $\frac{1}{4}$) and North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 1, Township 80 North, Range 25, West of the 5th P.M., Polk City, Polk County, Iowa. Said tract of land being more particularly described as follows:

Beginning at the Southeast Corner of Lot 5 said plat; thence N00°24'14"E, 58.65 feet along the East Line of said Lot 5; thence N49°06'11"E, 240.21 feet; thence N26°03'37"W, 235.26 feet; thence N83°42'18"W, 542.39 feet; thence N50°48'37"W, 640.00 feet; thence S38°29'53"W, 102.00 feet to the North Right-of-Way Line of Broadway as it is presently established; thence S51°30'07"E, 1303.31 feet along said North Right-of-Way Line to the Southeast Corner of said Lot 5 and to the Point of Beginning;

And

The Right-of-Way of E. Church Street and E. Wood Street from the West side of Summer Street Right-of-Way to the Southeast boundary of The Des Moines Co. Addition;

And

The Right-of-Way of E. Van Dorn Street from the West side of Summer Street Right-of-Way to the Southeast boundary of The Des Moines Co. Addition;

And

The first 50.0 feet of E. Grimes Street Right-of-Way extending Northwesterly from the Southeast boundary of The Des Moines Co. Addition;

And

The full Right-of-Way of E. Broadway Street from the East section line of Section 1, Township 80 North, Range 25 to the West side of Walker Street Right-of-Way;

And

The West 225.48 feet of the North ½ Right-of-Way of E. Broadway Street from the Northwesterly Right-of-Way of Walker Street extended across E. Broadway Street.

Which land is to be included as part of this proposed Urban Renewal Area.

A copy of the Plan is on file for public inspection in the office of the City Clerk, City Hall, City of Polk City, Iowa.

The City of Polk City, State of Iowa is the local public agency which, if such Plan is approved, shall undertake the urban renewal activities described in such Plan.

The general scope of the urban renewal activities under consideration in the Plan is to stimulate, through public involvement and commitment, private investment in residential development in the Urban Renewal Area through various public purpose and special financing activities outlined in the Plan. To accomplish the objectives of the Plan, and to encourage the further economic development of the Urban Renewal Area, the Plan provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A of the Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The Plan provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Plan initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Plan may be amended from time to time.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Polk City, State of Iowa, as provided by Section 403.5 of the Code of Iowa.

Dated this _____ day of _____, 2016.

City Clerk, City of Polk City, State of Iowa

(End of Notice)

Section 5. That the proposed Deer Haven Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed Deer Haven Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Plan shall be placed on file in the office of the City Clerk.

Section 6. That the proposed Deer Haven Urban Renewal Plan be submitted to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for the development of the City as a whole, with such recommendation to be submitted in writing to this Council within thirty (30) days of the date hereof.

PASSED AND APPROVED this 24th day of October, 2016.

Mayor

ATTEST:

City Clerk

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

EXHIBIT 1

**DEER HAVEN
URBAN RENEWAL PLAN**

for the

**DEER HAVEN
URBAN RENEWAL AREA**

CITY OF POLK CITY, IOWA

NOVEMBER 2016

SIMMERING-CORY, INC.

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EXHIBITS

- A. LEGAL DESCRIPTION OF DEER HAVEN URBAN RENEWAL AREA
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- C. AGREEMENT TO INCLUDE AGRICULTURAL LAND

**Deer Haven Urban Renewal Plan
for the
Deer Haven Urban Renewal Area
City of Polk City, Iowa**

A. INTRODUCTION

The Deer Haven Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Deer Haven Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials respond to and promote economic development in the City of Polk City, Iowa (the “City”). The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new housing and residential development; as defined in the *Code of Iowa* Section 403.17(12).

In order to achieve this objective, the City intends to undertake Urban Renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the *Code of Iowa*, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Urban Renewal Area is described in Exhibit “A” and illustrated in Exhibit “B.” A portion of the property forming this Area has been removed from the Polk City Area II Urban Renewal Area by Amendment #3 to the Polk City Area II Urban Renewal Plan. This property has never been residential in nature nor part of a residential housing development.

The City reserves the right to modify the boundaries of the Area at some future date.

C. AREA DESIGNATION

With the adoption of this Plan, the City designates this Urban Renewal Area as an economic development area that is appropriate for the provision of public improvements related to housing and residential development.

D. BASE VALUE

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) ordinance is adopted, and debt is certified prior to December 1, 2016, the taxable valuation as of January 1, 2015, will be considered the frozen “base valuation” for the portion of the Urban Renewal Area identified in the TIF ordinance. If a TIF ordinance is not adopted until a later date, or debt is not first certified prior to December 1, 2016, the frozen “base value” will be the assessed value of the taxable property within that area covered by the TIF ordinance as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt on the Area.

E. DEVELOPMENT PLAN

Polk City has a general plan for the physical development of the City as a whole, outlined in the Imagine Polk City – A Bridge to the Future Comprehensive Plan 2016, adopted by the City in April 2016. The goals and objectives identified in this Plan, and the urban renewal projects described herein, are in conformity with the goals, objectives, and recommendations identified in Imagine Polk City – A Bridge to the Future Comprehensive Plan 2016.

This Urban Renewal Plan does not in any way replace the City's current land use planning or zoning regulation process. Currently the Area is zoned as a Planned Unit Development (PUD), R-1 (Single Family Detached Residential District), C-1 (Central Business District), and C-2 (Commercial District).

The need, if any, 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 the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

F. RESIDENTIAL DEVELOPMENT

The City's objective for the Urban Renewal Area is to promote new housing and residential development.

Over the past several years Polk City has seen significant growth in population and housing development. The City has experienced a population growth of 192% since 1960. The growth in population has resulted in a continuing need for new housing development. The City's building permit data shows that since 2003 a total of 645 new dwelling units have been built in Polk City, an average of 49 units per year during that time.

The historic growth pattern seen in Polk City is anticipated to continue. The Imagine Polk City – A Bridge to the Future Comprehensive Plan 2016 identifies the need for additional new housing units as a key goal of the community. The Comprehensive Plan states, "Polk City is expected to experience the development of 582 new dwelling units before 2020." In addition, the Comprehensive Plan indicates that an additional 896 dwelling units will be needed between 2020 and 2035 to accommodate population projections.

The proposed Deer Haven development seeks to address the projected housing needs identified by the Comprehensive Plan through the construction of a multiphase development utilizing a PUD to help make residential lots more affordable. The City supports the concept of providing incentives to developers in order to create new residential opportunities that help meet current and future demand.

When a city utilizes tax increment financing to support residential development, a percentage of the incremental revenues (or other revenues) generated by the project (not to exceed the project costs which are limited to reimbursement of "public improvement" costs, as defined by Iowa law,

must be used to provide assistance to low and moderate income (LMI) families. LMI families are those whose incomes do not exceed 80% of the median Polk County income.

Unless a reduction is approved by the Iowa Economic Development Authority, the percentage of incremental revenues used to provide LMI assistance must be at least equal to the percentage of LMI families living in Polk County. That percentage is currently 38.92% (“LMI Set-Aside Fund”).

The requirement to provide assistance for LMI housing may be met by one, or a combination, of the following three options:

1. Providing that at least 38.92% of the units constructed in the Area are occupied by residents and/or families whose incomes are at or below 80% of the median County income;
2. Setting aside 38.92% of the project costs for LMI housing activities anywhere in the City; or,
3. Ensuring that 38.92% of the houses constructed within the Area are priced at amounts affordable to LMI families.

If funds are set aside, as opposed to constructing a sufficient percentage of LMI housing in the Area, the assistance for low and moderate income family housing may be provided anywhere within the City. The type of assistance provided must benefit LMI residents and/or families and may include, but is not limited to:

1. Construction of LMI affordable housing.
2. Owner/renter-occupied housing rehabilitation for LMI residents and/or families.
3. Grants, credits, or other direct assistance for LMI residents and/or families.
4. Homeownership assistance for LMI residents and/or families.
5. Tenant-based rental assistance for LMI residents and/or families.
6. Down payment assistance for LMI residents and/or families.
7. Mortgage interest buy-down assistance for LMI residents and/or families.
8. Under appropriate circumstances, the construction of public improvements that benefit LMI residents and/or families.

G. PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites for new residential development within the Area. More specific objectives for development within the Urban Renewal Area are as follows:

1. To increase the availability of housing opportunities, which may, in turn, attract and retain local industries and commercial enterprises that will strengthen and revitalize the economy of the State of Iowa and the City of Polk City.
2. To stimulate, through public action and commitment, private investment in new housing and residential development and redevelopment. The City realizes that the availability of affordable, decent, safe, and sanitary housing is important to the overall economic viability of the community.
3. To plan for and provide sufficient land for residential development in a manner that is efficient from the standpoint of providing municipal services.
4. To help finance the cost of constructing public utility and infrastructure extensions and improvements in support of residential development.
5. To improve the housing conditions and increase housing opportunities, including LMI income families and/or individuals.
6. To provide for the installation and upgrade of public works, infrastructure, and related facilities in support of new housing development.
7. To provide a more marketable and attractive investment climate.
8. To encourage residential growth and expansion through governmental policies, which make it economically feasible to do business.
9. To promote development utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

H. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa* including, but not limited to, tax increment financing. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To acquire property through a variety of means (purchase, lease, option, etc.) and to hold, clear, or prepare the property for development.
3. To dispose of property so acquired.
4. To provide for the construction of site specific improvements, such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.

5. To arrange for or cause to be provided the construction or repair of public infrastructure, including, but not limited to, streets and sidewalks, traffic lights, pedestrian safety measures, trails, water mains, sanitary sewers, storm sewers, public utilities, or other facilities in connection with urban renewal projects.
6. To make loans, forgivable loans, grants, tax rebate payments, or other types of grants or incentives to private persons or businesses for economic development purposes or residential projects, on such terms as may be determined by the City Council.
7. To use tax increment financing to facilitate urban renewal projects, including, but not limited to, financing to achieve a more marketable and competitive land offering price and to provide for necessary physical improvements and infrastructure.
8. To use tax increment for LMI housing assistance.
9. To borrow money and to provide security therefor.
10. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Program or specific urban renewal projects.
11. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Polk City and the State of Iowa.
12. To finance programs that will directly benefit housing conditions and promote the availability of housing in the community.

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.

I. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Urban Renewal Plan include:

1. Public Improvements:

Project	Estimated Date	Not to Exceed Cost	Rationale
Reconstruction of a portion of Church Street, Wood Street, and Van Dorn Street along with the replacement of public infrastructure including water mains,	2020-2022	\$1,650,000	Portions of these three streets lead into the new Deer Haven subdivision and the street surfaces are beginning to deteriorate. The City anticipates additional deterioration of the streets due to increased traffic as a result of the new Deer Haven Subdivision.

sanitary sewer, and storm sewer systems.			In addition, the City anticipates replacing aged and undersized public infrastructure within the street right-of-way in order to improve sanitary sewer, water, and storm water drainage services to homes in the Area.
Totals		\$1,650,000	

2. Rebates to Support Infrastructure Improvements in Residential Development:

The proposed urban renewal project involves providing incentives necessary to construct the public improvements to assist Deer Haven Land Company, LLC. (or a related entity) in the development of an anticipated 71-single-family-home subdivision. Deer Haven Land Company, LLC. (or a related entity) is expected to invest approximately \$4,500,000 in the development including the construction of new streets, trails, water, sanitary sewer, and storm water utilities. Construction is anticipated to be phased during 2016 – 2022.

The City intends to provide assistance in the form of property tax rebates of potential incremental taxes that will result from completion of the Deer Haven Subdivision and related public improvements. Under the proposal, some of the incremental property tax generated by the project (from the development of new homes to be constructed on the developer’s land pursuant to the *Code of Iowa* Section 403.19) is expected to be rebated to the developer upon substantiation of costs incurred by the developer in constructing the public improvements. These incentives are not expected to exceed the lesser of:

- The developer’s certified and approved costs of public improvements, plus interest during construction and for not more than six months thereafter related to debt incurred to finance public improvements; or
- \$1,325,000

These rebates will not be general obligations of the City but will be payable solely from incremental property taxes generated by the project. The rebates will be available for up to a maximum of a 10- (or 15-, if consent is obtained from the other taxing entities) year period for the TIF ordinance area.

Unless LMI housing is constructed in the Deer Haven Subdivision, the City will set aside 38.92% of the incremental taxes generated by the residential housing units (up to a maximum of the developer’s certified costs of public improvements or \$1,325,000) and use those funds to support LMI housing anywhere in the community. The remaining incremental taxes will be available to reimburse the City for planning, legal, and other project costs and to fund property tax rebates to the developer up to the above stated maximum.

The City believes that assistance to residential housing in this Area will promote economic development by providing needed housing opportunities for employees of area businesses, their families, and new or existing residents. The City expects to enter into a development agreement

with Deer Haven Land Company, LLC. (or a related entity) that provides detailed terms and conditions, not all of which are included in this Plan.

3. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, and Other Related Costs to Support Urban Renewal Projects and Planning:

Project	Estimated Date	Estimated Cost
Fees and Costs	Undetermined	Not to Exceed \$100,000

J. FINANCIAL INFORMATION

1.	July 1, 2016, Constitutional Debt Limit	\$17,148,950
2.	Current Outstanding General Obligation Debt	\$1,505,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan 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:	\$3,075,000 This does not include financing costs related to debt issuance, which may be incurred over the life of the Area.

K. URBAN RENEWAL FINANCING

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

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal 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. The increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, 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 or incentives for development consistent with this Plan. 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 or private entities in connection with the urban renewal projects identified in this Plan. 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 or other incentives related to 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.

L. PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property within the Urban Renewal Area.

M. RELOCATION

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

N. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to State and local laws will be complied with by the City in implementing this Urban Renewal Plan and its supporting documents.

O. AGRICULTURAL LAND

Because the Urban Renewal Area contains land that is defined as “agricultural land” by the *Code of Iowa* Section 403.17(3), the City and the agricultural land owner have entered into an agreement

in which the agricultural land owner agrees to allow the City to include real property, defined as “agricultural land,” in the Urban Renewal Area. A copy of that agreement is attached as Exhibit “C.” The original signed agreement is on file at the City Clerk’s office.

P. SEVERABILITY

In the event one or more provisions contained in the Urban Renewal Plan shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity, illegality, un-authorization, or unenforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

Q. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a number of reasons including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying goals or types of renewal activities.

The City Council may amend this Plan in accordance with applicable State law.

R. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and shall remain in effect until terminated by the City Council.

With respect to property included within the Urban Renewal Area, which is also included in an ordinance which designates that property as a tax increment area and is designated based on an economic development finding, to provide or to assist in the provision of public improvements related to housing and residential development, 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*, is limited to ten (10) years beginning with the second fiscal year following the year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within the Urban Renewal Area.

With consent of all other affected taxing bodies (by written agreement), the use of incremental property tax revenues under the *Code of Iowa* Section 403.19 can be extended for up to five (5) years if necessary to adequately fund the housing project. The City may decide to seek such consent.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness, or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out under the Urban Renewal Plan

shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

EXHIBIT A

LEGAL DESCRIPTION OF DEER HAVEN URBAN RENEWAL AREA

LEGAL DESCRIPTION:

Lots Three (3) and Four (4) in the Official Plat of the Northwest Fractional Quarter (NW Fr ¼) and North Half (N ½) of the Southwest Quarter (SW ¼) of Section 1, Township 80 North, Range 25, West of the 5th P.M., except that part beginning at the Southeast corner of said Lot 3, thence North 1288.53 feet to the centerline of Highway 415, thence Northwesterly 461.11 feet, thence Southwesterly 215.68 feet, thence Southeasterly 163.46 feet, thence Southeasterly 150.79 feet, thence Southerly 311.4 feet, thence Southeasterly 369.6 feet, thence South 533.5 feet, thence East 85 feet to the point of beginning;

And

A tract of land located in lots 5 and 7 Official Plat of the Northwest Fractional Quarter (NW Fr ¼) and North Half (N ½) of the Southwest Quarter (SW ¼) of Section 1, Township 80 North, Range 25, West of the 5th P.M., Polk City, Polk County, Iowa. Said tract of land being more particularly described as follows:

Beginning at the Southeast Corner of Lot 5 said plat; thence N00°24'14"E, 58.65 feet along the East Line of said Lot 5; thence N49°06'11"E, 240.21 feet; thence N26°03'37"W, 235.26 feet; thence N83°42'18"W, 542.39 feet; thence N50°48'37"W, 640.00 feet; thence S38°29'53"W, 102.00 feet to the North Right-of-Way Line of Broadway as it is presently established; thence S51°30'07"E, 1303.31 feet along said North Right-of-Way Line to the Southeast Corner of said Lot 5 and to the Point of Beginning;

And

The Right-of-Way of E. Church Street and E. Wood Street from the West side of Summer Street Right-of-Way to the Southeast boundary of The Des Moines Co. Addition;

And

The Right-of-Way of E. Van Dorn Street from the West side of Summer Street Right-of-Way to the Southeast boundary of The Des Moines Co. Addition;

And

The first 50.0 feet of E. Grimes Street Right-of-Way extending Northwesterly from the Southeast boundary of The Des Moines Co. Addition;

And

The full Right-of-Way of E. Broadway Street from the East section line of Section 1, Township 80 North, Range 25 to the West side of Walker Street Right-of-Way;

And

The West 225.48 feet of the North ½ Right-of-Way of E. Broadway Street from the Northwesterly Right-of-Way of Walker Street extended across E. Broadway Street.

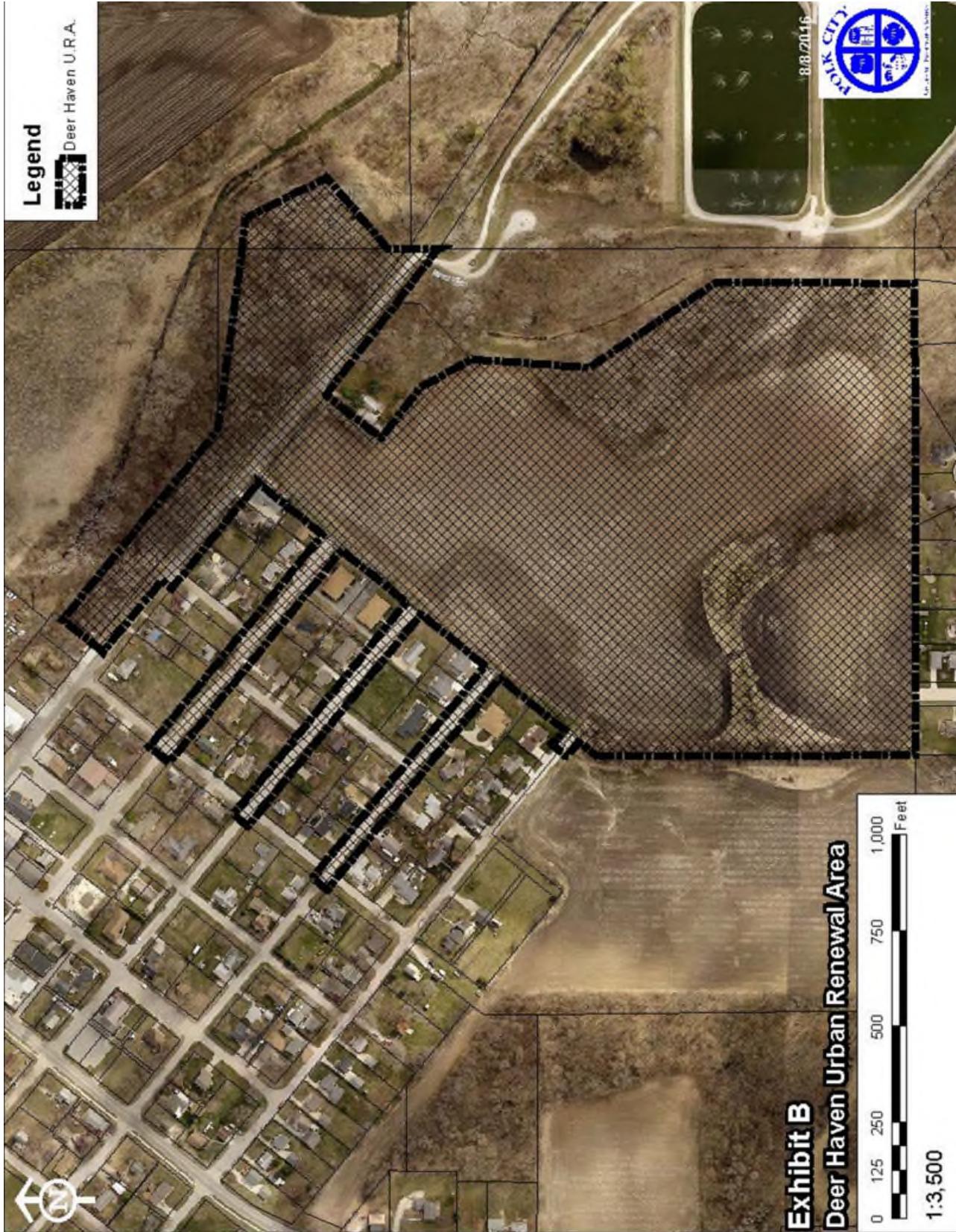




EXHIBIT “C”

AGRICULTURAL LAND CONSENT

**AGREEMENT TO INCLUDE AGRICULTURAL LAND IN THE
DEER HAVEN URBAN RENEWAL AREA**

WHEREAS, the City of Polk City, Iowa, (the “City”) has proposed to establish the Deer Haven Urban Renewal Plan (“Plan”) for the Deer Haven Urban Renewal Area (the “Urban Renewal Area”), pursuant to Chapter 403 of the *Code of Iowa*, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of the Urban Renewal Area will contain certain property owned by the undersigned Agricultural Land Owner; and

WHEREAS, Section 403.17(10) of the *Code of Iowa* provides that no property may be included in an urban renewal area which meets the definition of “agricultural land,” in Section 403.17(3) until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that a portion of the property located within the Urban Renewal Area and owned by the Agricultural Land Owner listed below meets the definition of “agricultural land” in Section 403.17(3) of the *Code of Iowa*;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain property within the proposed Urban Renewal Area and agrees that the City of Polk City, Iowa, may include such property within the Urban Renewal Area. A map of the Urban Renewal Area is attached as part of this Exhibit.
2. The Agricultural Land Owner further authorizes the governing body of the City of Polk City, Iowa, to pass any resolution or ordinance necessary to designate such property as part of the Urban Renewal Area under Chapter 403 of the *Code of Iowa*, and to proceed with activities authorized under said Chapter.

DATED this ____ day of _____, 2016.

Name of Agricultural Land Owner: Deer Haven Land Company LLC

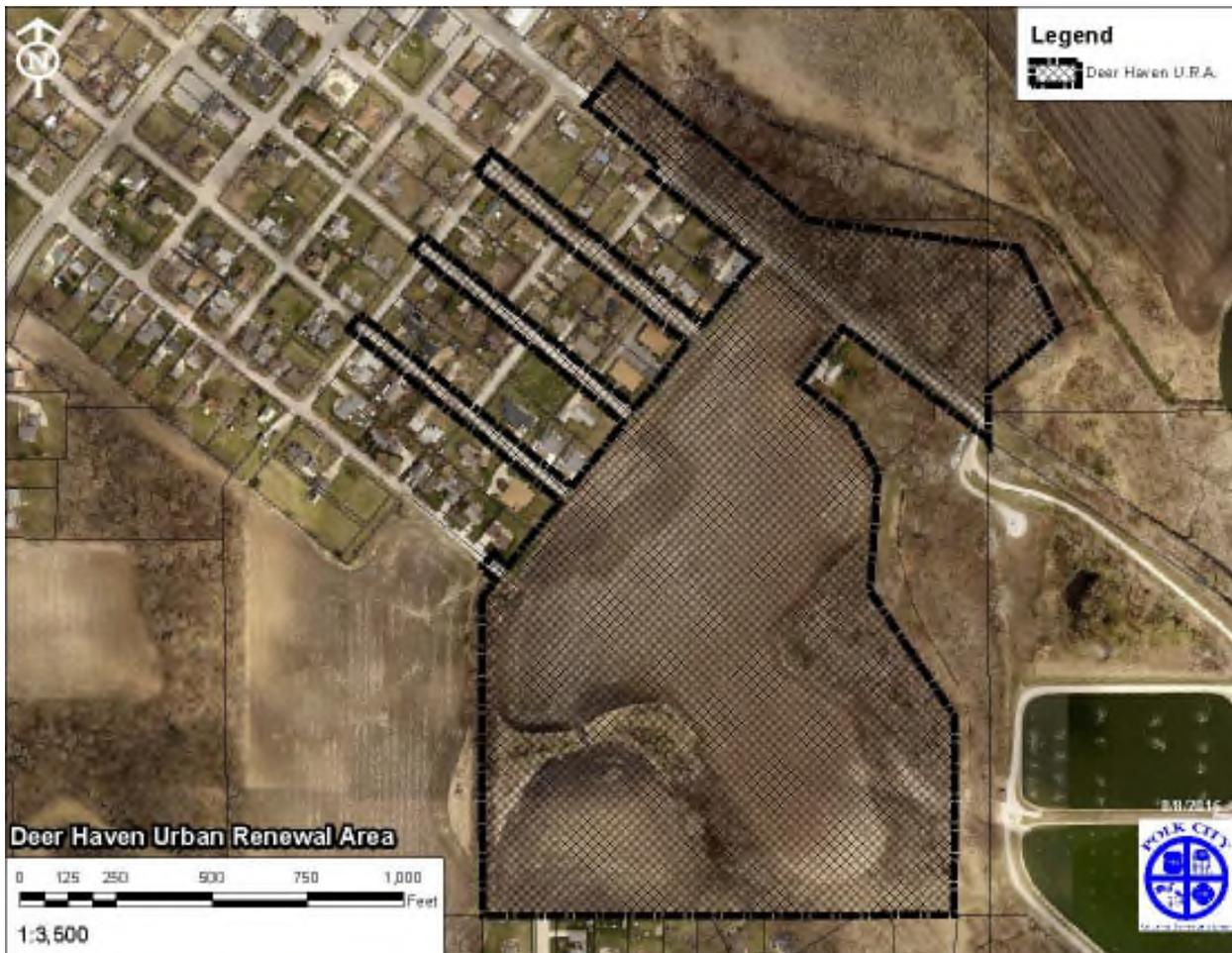
Signature

Date: _____

Witness:

Date: _____

MAP OF DEER HAVEN URBAN RENEWAL AREA



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 _____, 2016.

City Clerk, City of Polk City, State of Iowa

(SEAL)

RESOLUTION 2016-100

A RESOLUTION SETTING A PUBLIC HEARING AMENDING THE POLK CITY COMPREHENSIVE PLAN FOR THE PARCEL KNOWN AS LAKEWOODS PLAT 1 BY UPDATING ITS FUTURE LAND USE MAP FROM LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL

WHEREAS, Todd and Christine Drake have submitted a Master Planned Unit Development (PUD) for Lakewoods Plat 1 which comprises of 9.86 acres, legally described as follows:

Part of the North 60 feet of the E 1 / 2 of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 2, Township 80 North, Range 25 West of the 5th P.M., in Polk County, Iowa, except Lakeview Acres Plat 1, an Official Plat in Polk City, Polk County, Iowa.

And

Part of Outlot Y of Lakewoods Plat 1, an Official Plat in Polk City, Polk County, Iowa

All together being more particularly described as follows:

Commencing at the Southwest Corner of said Outlot Y; thence N00°40'31" W along the west line of said Outlot Y, 30.00 feet to the Point of Beginning; thence continuing N00°40'31" W along the west line of said Outlot Y, 580.65 feet to the Northwest Corner of said Outlot Y; thence N00°40'31" W, 60.02 feet; thence S89°09'59" E, 381.47 feet; thence along a 315.28 foot radius curve, concave northeasterly 92.76 feet (chord bears S81°43'44" E, 92.43 feet); thence S01°57'44" E, 48.18 feet to the North line of said Outlot Y; thence S89°09'22" E along said North line, 23.77 feet; thence S00°19'30" E, 687.91 feet to the South line of said Outlot Y; thence along said South line on a 780.00 foot radius curve, concave northeasterly 136.30 feet (chord bears N80°07'09" W, 136.12 feet); thence continuing along said South line N75°06'48" W, 187.71 feet; thence along said South line on a 370.00 foot radius curve, concave southwesterly 93.44 feet (chord bears N82°20'52" W, 93.19 feet); thence continuing along said South line N89°34'55" W, 86.44 feet to the Point of Beginning. Described area contains 7.62 acres more or less and is subject to easements and restrictions of record.

WHEREAS, the current Future Land Use Map for Low Density Residential calls for a maximum of 4 units per acre and this development would be at 5.1 residential units per acre; and

WHEREAS, the Planning and Zoning Commission has recommended approval for amending the Future Land Use density section for this parcel in the Polk City Comprehensive Plan at the October 17, 2016 meeting.

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 November 14, 2016 at 6:30 p.m. in the City Hall Council Chambers, Polk City, Iowa, on amending the Polk City

Comprehensive Plan for the parcel known as Lakewoods Plat 1 by updating its Future Land Use map from low density residential to medium density residential.

BE IT FURTHER RESOLVED, the City Council authorizes the City Clerk to publish notice of such hearing at the time and in the manner required by law.

DATED this 24th day of October, 2016.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

RESOLUTION 2016-101

A RESOLUTION SETTING A PUBLIC HEARING ON THE PROPOSED REZONING OF 7.62 ACRES LOCATED KNOWN AS LAKEWOODS PLAT 1 FROM ZONING CLASSIFICATION OF SINGLE FAMILY RESIDENTIAL DISTRICT (R-1A) AND PLANNED UNIT DEVELOPMENT DISTRICT (PUD) TO (PUD)

WHEREAS, Todd and Christine Drake are desirous to rezone property known as Lakewoods Plat 1 in Polk City, Iowa, legally described as:

Part of the North 60 feet of the E 1 / 2 of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 2, Township 80 North, Range 25 West of the 5th P.M., in Polk County, Iowa, except Lakeview Acres Plat 1, an Official Plat in Polk City, Polk County, Iowa.

And

Part of Outlot Y of Lakewoods Plat 1, an Official Plat in Polk City, Polk County, Iowa

All together being more particularly described as follows:

Commencing at the Southwest Corner of said Outlot Y; thence N00°40'31" W along the west line of said Outlot Y, 30.00 feet to the Point of Beginning; thence continuing N00°40'31" W along the west line of said Outlot Y, 580.65 feet to the Northwest Corner of said Outlot Y; thence N00°40'31" W, 60.02 feet; thence S89°09'59" E, 381.47 feet; thence along a 315.28 foot radius curve, concave northeasterly 92.76 feet (chord bears S81°43'44" E, 92.43 feet); thence S01°57'44" E, 48.18 feet to the North line of said Outlot Y; thence S89°09'22" E along said North line, 23.77 feet; thence S00°19'30" E, 687.91 feet to the South line of said Outlot Y; thence along said South line on a 780.00 foot radius curve, concave northeasterly 136.30 feet (chord bears N80°07'09" W, 136.12 feet); thence continuing along said South line N75°06'48" W, 187.71 feet; thence along said South line on a 370.00 foot radius curve, concave southwesterly 93.44 feet (chord bears N82°20'52" W, 93.19 feet); thence continuing along said South line N89°34'55" W, 86.44 feet to the Point of Beginning. Described area contains 7.62 acres more or less and is subject to easements and restrictions of record.

To be rezoned from Single Family Residential District (R-1A) And Planned Unit Development District (PUD) To (PUD); and

WHEREAS, the Planning and Zoning Commission has recommended approval for the rezoning at the October 17, 2016 meeting.

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 November 14, 2016 at 6:30 p.m. in the City Hall Council Chambers, Polk City, Iowa, on the proposal to rezone property known as Lakewoods Plat 1 in Polk City, Iowa, as described above, to be rezoned from

Single Family Residential District (R-1A) And Planned Unit Development District (PUD) To (PUD).

BE IT FURTHER RESOLVED, the City Council authorizes the City Clerk to send out notices to residence within 250 feet. And the Clerk shall publish notice of such hearing at the time and in the manner required by law.

DATED this 24th day of October, 2016.

Jason Morse, Mayor

ATTEST:

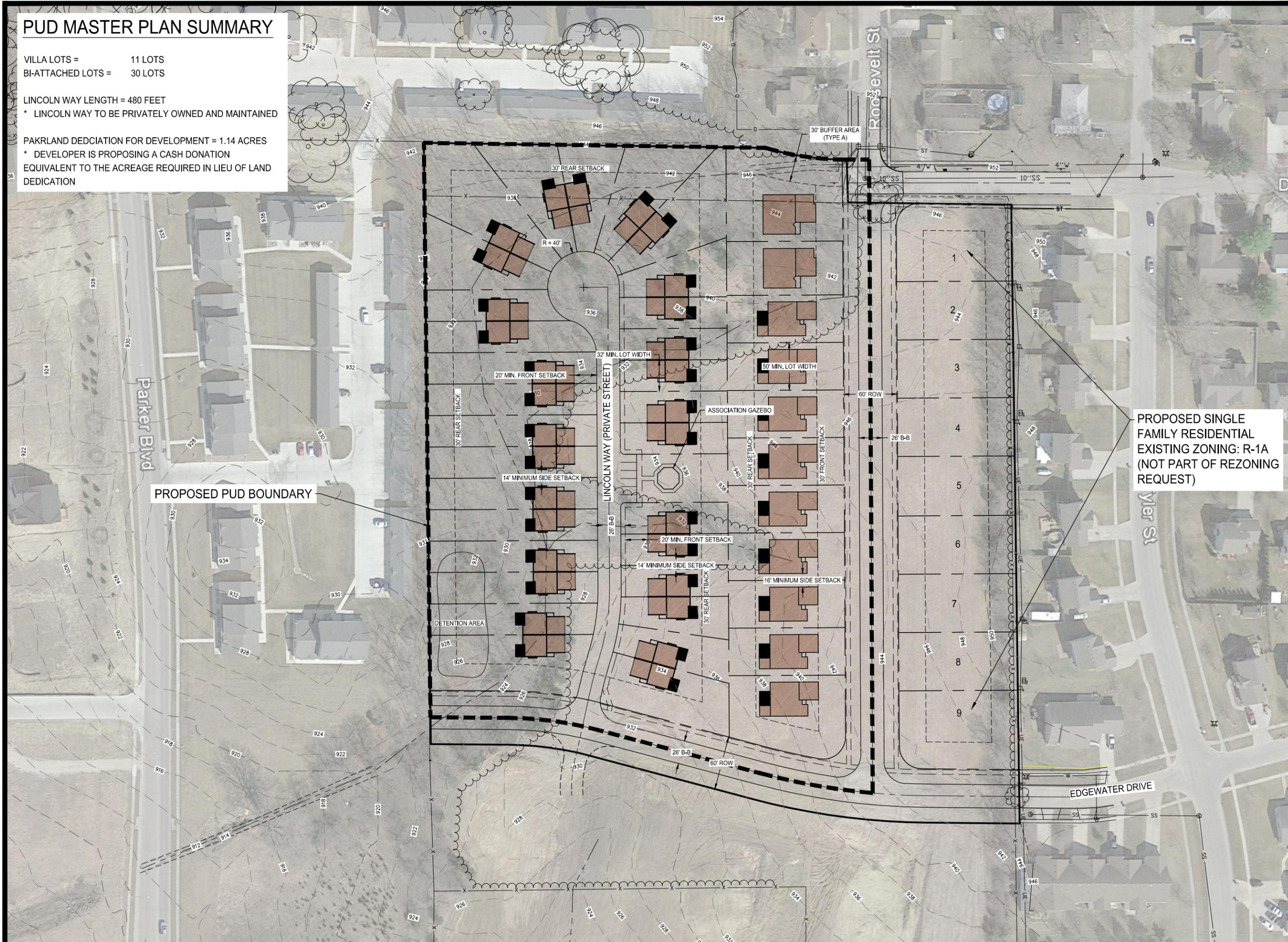
Jenny Gibbons, City Clerk

PUD MASTER PLAN SUMMARY

VILLA LOTS = 11 LOTS
 BI-ATTACHED LOTS = 30 LOTS

LINCOLN WAY LENGTH = 480 FEET
 * LINCOLN WAY TO BE PRIVATELY OWNED AND MAINTAINED

PAKRLAND DEDICATION FOR DEVELOPMENT = 1.14 ACRES
 * DEVELOPER IS PROPOSING A CASH DONATION
 EQUIVALENT TO THE ACREAGE REQUIRED IN LIEU OF LAND
 DEDICATION



PROPOSED PUD BOUNDARY

PROPOSED SINGLE
 FAMILY RESIDENTIAL
 EXISTING ZONING: R-1A
 (NOT PART OF REZONING
 REQUEST)



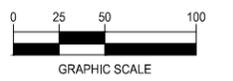
building strong communities.

1360 NW 121ST. Street
 Clive, Iowa 50325
 515-964-1229
 fax 515-964-2370

NOTICE
 McClure Engineering Company waives any and all
 responsibility and liability for problems which arise from
 failure to follow these Plans, Specifications, and the
 engineering intent they convey, or for problems which arise
 from failure to obtain and/or follow the engineers guidance
 with respect to any errors, omissions, inconsistencies,
 ambiguities, or conflicts which are alleged.

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 Engineering Company.

PUD Master Plan



Lakewoods Development

Polk City, Iowa
 224018
 August 2016

REVISIONS
 October 12, 2016
 October 13, 2016

ENGINEER
 C Smith
 CHECKED BY

DRAWN BY
 C Smith
 FIELD BOOK NO.

DRAWING NO. MP-01
 SHEET NO. 01 / 01

N:\Projects\PLK 2021\0006\Design\Recomming\PLUD Master Plan.dwg



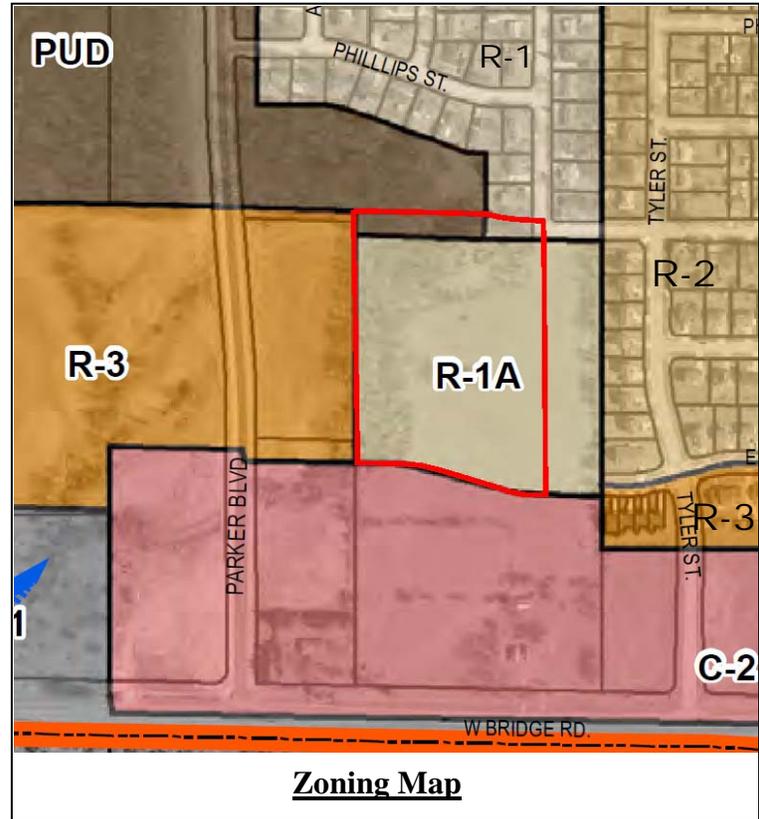
REZONING & PUD MASTER PLAN

Date: October 18, 2106
Project: Lakewoods

Prepared by: Kathleen Connor
Project No.: 116.0442.01

GENERAL INFORMATION:

Property Owner: Todd & Christie Drake
Location: Outlot Y, Lakewoods Plat 1
And unneeded Davis St. ROW
Size: 7.62 Acres in new PUD
9.86 Acres, total subdivision
Current Zoning: R-1A and PUD
Requested Zoning: PUD
Existing Land Use: Vacant
Future Land Use: Low Density Residential
Proposed Land Use: Medium Density Residential
Dwelling Units: 11 SF Villas, 30 Bi-attached;
41 d.u. in the PUD;
50 d.u.; total subdivision
Density: 5.1 dwelling units/acre



BACKGROUND:

The subject property, along with the Lakeside Fellowship Church property, was previously owned by Albert and Mary Leonard and zoned C-2 commercial. This C-2 zoning was in place when all of the homes and townhomes in Edgewater Pointe Plat 2 were constructed.

The property was purchased by Todd and Christine Drake in 2002. On March 27, 2006, City Council approved the rezoning of the north half of the parcel to R-1A. A preliminary plat was approved on April 24, 2006 for 33 single family lots and one large commercial lot. However, an amended preliminary plat was subsequently approved for Lot 1, intended for a church, and one large outlot covering the north half of the property, designated for future development. The Final Plat for Lakewoods Plat 1 was approved on January 14, 2013. Lakeside Fellowship purchased Lot 1 for their church, now under construction.

PROJECT DESCRIPTION:

Todd and Christie Drake have submitted a revised Petition to rezone a portion of their property to PUD. The purpose of this request is development of 11 single family “villa” lots and 30 bi-attached lots in a townhome regime. These lots are intended to provide lots in the entry-level price range, a need that was identified in the 2016 Comprehensive Plan.

The applicant obtained consent to the rezoning from the property owners of over 73.7% of the area within the 250' buffer area surrounding the proposed zoning district, excluding the city-owned parcel which are considered neutral. In addition, a neighborhood meeting was held on August 11, 2016 at the Polk City Community Center to explain project concept.

The zoning and land use of the properties surrounding the area proposed to be rezoned are as follows:

<u>Adjacency</u>	<u>Zoning</u>	<u>Existing Land Use</u>	<u>Future Land Use</u>
NE	R-1A	SF Residential	Low Density Residential
NW	PUD	Townhomes	Medium Density Residential
W	R-3	Townhomes	Medium Density Residential
S	C-2	Church	Civic
E	R-1A, R-2	SF Residential	Low Density Residential

Notices of P&Z's public meeting have been mailed to neighbors with the buffer area. The date of the Public Hearing for the proposed rezoning has not yet been set by City Council, but is anticipated for November 14, 2016.

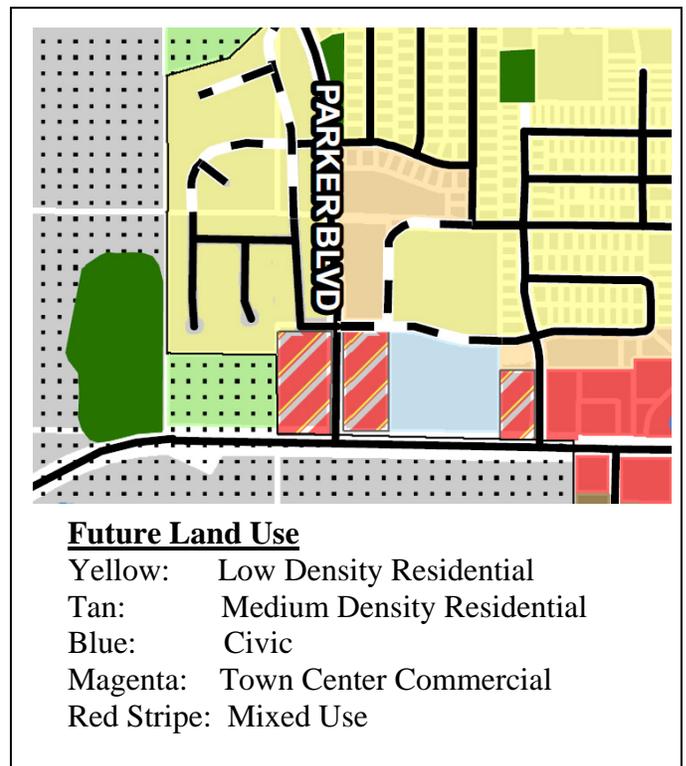
COMPREHENSIVE PLAN:

The density of this development within the proposed rezoning is 5.1 dwelling units per acre. A Comprehensive Plan Amendment will be required prior to approval of the rezoning to PUD since the maximum density for low density residential use is 4 dwelling units per acre. Low density residential will remain the future land use for the eastern 160 feet of the subdivision.

P.U.D. MASTER PLAN:

The developer has provided a P.U.D. Master Plan for this development. This provides for transitional uses between the 4-plex townhomes in Parker Townhomes to the north and west sides of this parcel and the single family homes in Edgewater Pointe on the east side of this parcel. In addition, the approximately 90' wide single-family villa at the northeast corner of the rezoning area serves as a buffer to the single family homes on Roosevelt Street. Within the subdivision itself, lot sizes and density provide a more gradual transition from R-1A single-family homes on the east to Villas to bi-attached homes on the west side of the development.

- a. The Villas and the Bi-attached units will all be included in one townhome association.
- b. The Villa townhomes will have 30' front yard setbacks which match the R-1A requirement; 30' rear yards which exceed the 20' R-1A requirement; and 8' side yard setbacks which match the R-1A requirement. The minimum lot width appears to be 50' for the Villas.



- c. The Bi-attached townhomes will have a 20' setback, measured from the garage to the curb, or from the garage to the sidewalk where a sidewalk is planned. These lots will have 30' rear yards and 7' side yard setbacks. The minimum lot width appears to be approximately 32' for the bi-attached lots.
- d. A 30' wide Type A buffer will be provided on the north side of the northernmost Villa.
- e. The developer has indicated they intend to keep as many of the existing trees as possible to serve as a buffer from the R-3 Parker Townhomes.
- f. Lincoln Way will be a 26' wide private street which will be maintained by the Homeowner's Association. This street has been redesigned to include a 40'r cul-de-sac at the north end.
- g. Sidewalks will be provided along both sides of all public streets, including Edgewater Drive and Roosevelt Street. However, sidewalks are proposed on only the east side of Lincoln Way.
- h. The park land dedication for this subdivision will be met by a cash donation in lieu of land in conformance with the Comprehensive Plan which does not call for an additional park in this area.
- i. The PUD area is 7.62 acres. Per Code, Council may waive the requirement for PUD's to be a minimum of 10 acres due to site constraints. From staff's perspective, waiving the 10-acre minimum is preferable to having the developer include the 9 R-1A lots on the east side of Roosevelt in this PUD.

MASTER PLAN REVIEW COMMENTS:

Submittal #4 addresses all of P&Z's and staff's review comments. Although not a Code requirement, Fire Department recommends the developer consider sprinklering the Bi-attached dwellings.

RECOMMENDATION:

P&Z and staff recommend approval of rezoning the subject property to P.U.D, subject to the following:

1. Prior Council approval of a Comprehensive Plan amendment revising Future Land Use of the PUD area from Low Density Residential to Medium Density residential.
2. Approval of the associated PUD Master Plan in conjunction with the rezoning to P.U.D.
3. Council waiver of 10-acre minimum for PUD District.
4. Payment of all professional billings to the Finance Director.

RESOLUTION NO. 2016-102

A RESOLUTION APPROVING A PROPOSAL FROM POLK COUNTY HEATING & COOLING, INC. FOR IMPROVMENTS TO THE SPORTS COMPLEX PARKING LOT AREA

WHEREAS, the City of Polk City has identified the need to improve the parking area at the Sports Complex; and

WHEREAS, Polk County Heating & Cooling, Inc has submitted a proposal in the amount of \$25,900 to accommodate the City's needs; and

WHEREAS, the City of Polk City has identified \$3000 for the fabric expenses and an amount not to exceed \$4100 for contingencies; and

WHEREAS, the City Council believes it to be in the best interest of the City of Polk City to approve a proposal setting out the expectations of said improvements including pricing; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Polk City, Iowa, that the proposal to provide improvement material and services for the Sports Complex Parking lot in the amount of \$25,900 with Polk County Heating and Cooling, Inc is hereby approved.

BE IT FURTHER RESOLVED, that Public Works is to assist with the improvement project as outlined in the proposal and the total project is not to exceed \$33,000; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute said proposal on behalf of the City of Polk City, Iowa.

DATED this 24th day of October, 2016.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

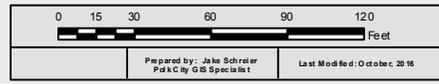
1 inch = 75 feet

Polk City Sports Complex Proposed Gravel Additions



 - Proposed Gravel Addition

City of Polk City



Proposal
Polk County Heating & Cooling, Inc.
Heating/Cooling/Plumbing/Electrical
P.O. Box 158
Polk City, IA 50226
(515) 984-6276
Fax # (515) 984-6277

To: City of Polk City

Date: 10/18/16

Sports Complex- Baseball Parking Lot

1. Remove Approximately 4" of Vegetation and Soil
2. Place Geotextile Fabric
3. Place Approximately 500 Ton of 1 ½" Road Stone

Sports Complex- Soccer Parking Lot

1. Remove Approximately 4" of Vegetation and Soil
2. Place 1 ½" Road Stone from Existing Parking to Poles
Approximately 4' Wide x 180' Long

*City to Load and Haul off Vegetation and Soil

*City to Provide Geotextile Fabric

The Above for the Sum of \$25,900.00

Payment to be made as follows: Payment Due in Stages or Upon Completion.

All material is guaranteed to be as specified. All work to be completed in a Workmanship like manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. We reserve the right to decline services if solvency is not established. Customer responsible for any applicable taxes.

Authorized
Signature: _____

Mark Young

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Signature: _____

Date of Acceptance: _____

Signature: _____

MEMO

Date: 10/20/2016

To: Mayor and Council

From: Mike Schulte

R.E. Sports Complex Parking Lot Rock

In the 16/17 budget we placed \$50,000 for the construction of a rock parking lot in the grass area on the south side of the sports complex. This area, when used in the past, becomes unusable for parking due to wet conditions in the spring and fall which in turn creates less parking stalls in the sports complex. Last week Public Works placed drainage tile in this area. With addition of rock, this should improve the area for parking all the time.

We first asked for a proposal from Johnson Excavating for 12 inches of soil removal and then add 12 inches of rock back. They quoted \$72,000. When we received that quote, Randy and I looked at alternatives to reduce the cost of this project. We felt that reducing the soil cut to 4 inches and adding only 4 inches of rock with the addition of geotextile fabric would be sufficient and lower the cost. In addition, Public Works will haul off the excess soil.

With the changes in the scope of the project, we asked for quotes again and Polk County Heating and Cooling gave a price of \$25,900. We will buy the fabric at a cost of \$3,000. The total cost will be \$28,900 and Public Works will haul off the soil.

Also included in this price is the addition of about 4' of rock to the west edge of the parking lot between the soccer fields. With this addition, cars can pull in closer to the wood posts that protect the fields. This will allow more room to back up and exit the parking lot. A map of both areas is included in this packet.

We want to complete this project in November 2016 due to the fact that if we wait, conditions in the spring may not allow the completion of this project before the spring and summer leagues start. If that happens, we would be looking at a November 2017 start date.

Before the start of the project I will meet with representatives from both soccer and baseball/softball. I want get any concerns they may have as well as inform them of the project.

Due to the unknowns of all soil conditions I would request we approve \$4,100 for contingencies like extra rock or supplies.

I would recommend that Council approve the parking lot improvements project at the sports complex not to exceed \$33,000.

Thanks!

Mike Schulte

RESOLUTION NO. 2016-103

A RESOLUTION APPROVING THE AMENDED SITE PLAN INCLUDING A SOCCER FIELD FOR LAKESIDE FELLOWSHIP CHURCH

WHEREAS, Lakeside Fellowship Church has submitted a Site Plan for a new church to be located at 1121 W. Bridge Road, Polk City, Iowa; and

WHEREAS, the City Council approved Resolution 2015-27 approving the original submitted Site Plan and provisions on April 27, 2015; and

WHEREAS, the City Council approved Resolution 2016-13 approving the amended submitted Site Plan and provisions on February 22, 2016; and

WHEREAS, Lakeside Fellowship Church has submitted an additional amendment for revisions to site grading and installation of an irrigation system for a soccer field with no exterior lighting or concession stand on site; and

WHEREAS, the Site Plan Amendment also includes cooperative sharing of the church's on-site parking lot by private agreement; and

WHEREAS, the Polk City Planning and Zoning Commission reviewed and recommended approval for the Amended Site Plan for Lakeside Fellowship Church including a soccer field on October 17, 2016, subject to all review comments being satisfactorily addressed; and

WHEREAS, the City Engineers have reviewed the Site Plan and documents and recommend approval; and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the Planning and Zoning Commission, the City Engineer and the City Attorney and deems it appropriate to approve the amended Site Plan which includes a soccer field without exterior lighting or concession stand on site for Lakeside Fellowship Church.

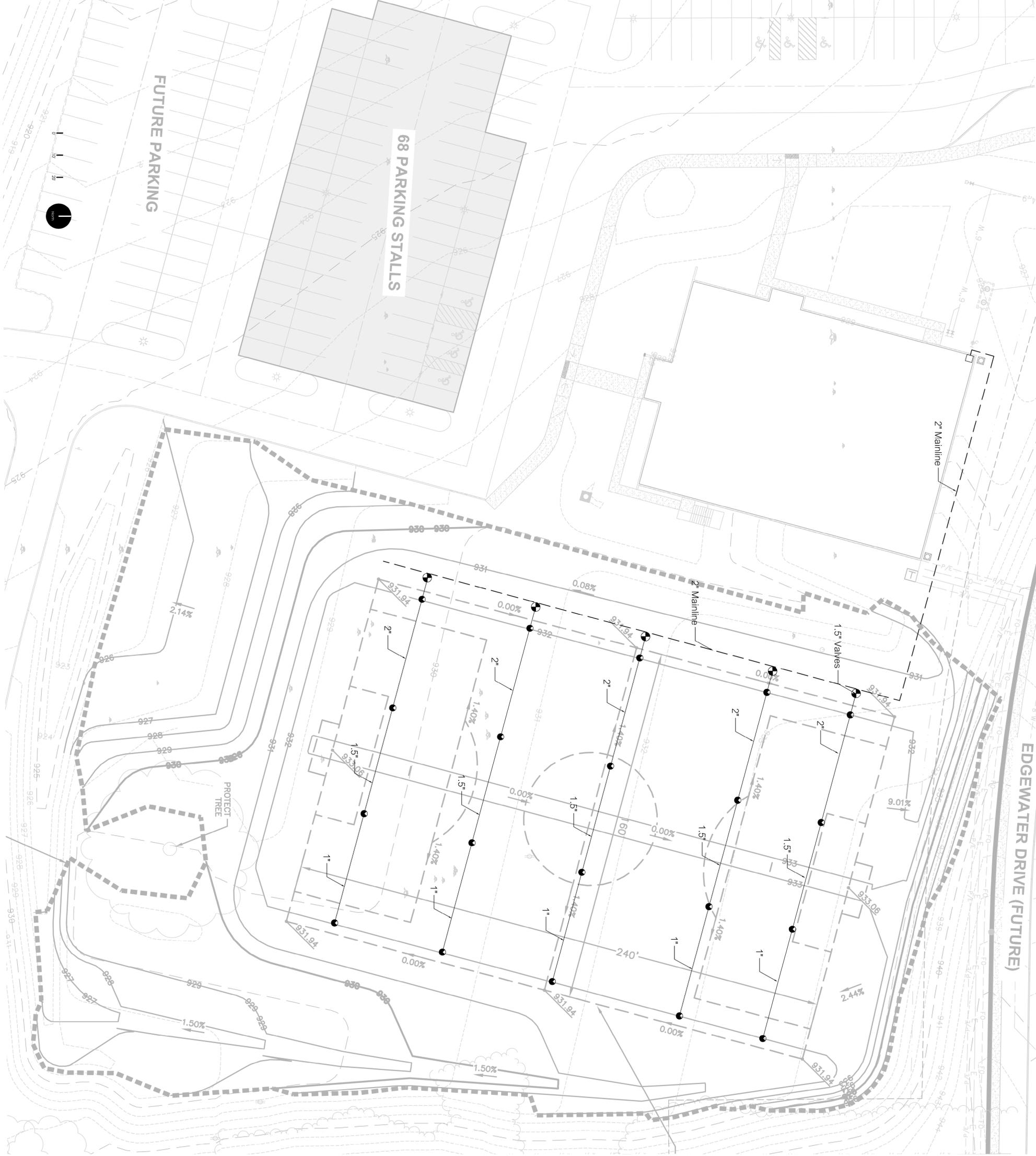
BE IT FURTHER RESOLVED, that the provisions outlined in Resolution 2015-27 and 2016-13 are still in full force and affect and further made a part of this Resolution.

PASSED AND APPROVED the 24th day October 2016.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk



Key	Description
●	Rotor
○	Straw
---	Poly
---	Mainline
○	Valve



Lakeside Fellowship

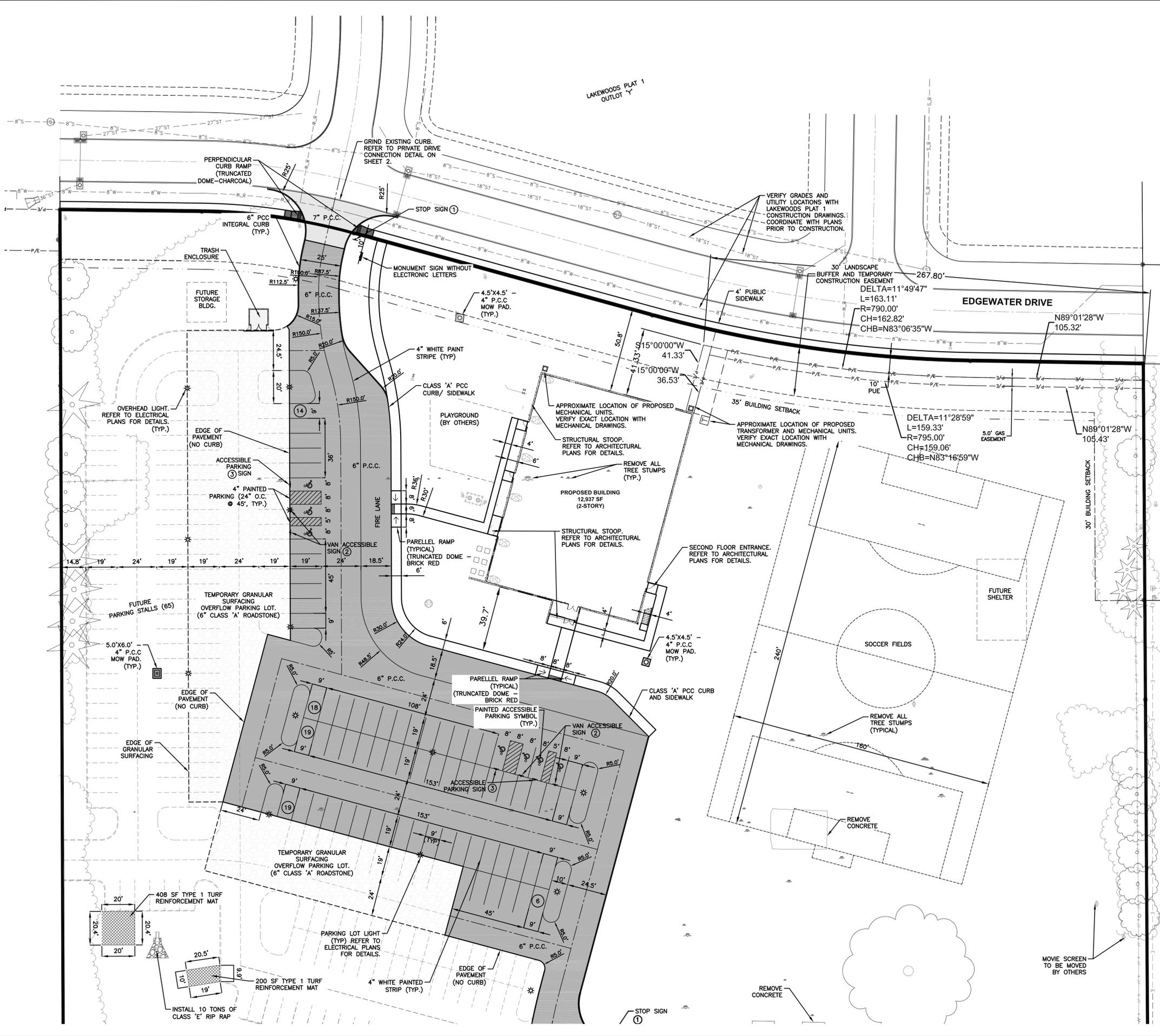
Polk City, Iowa

Designer: Alex J.H. McKinney
 Mobile: 515 205 9497
 PO Box 918, Ankeny, IA 50021
 Office Phone | 515 965 0951
 www.perficut.com

Date	Description
10/11/2016	Controller added, mainline

Revisions

FILE: H:\2015\15000\15000-001-SITE.DWG COMMENTS: 10/11/2016 9:07 AM
 PLOTTED BY: ERN OLSEN/CKE TECH



GENERAL NOTES

1. THE MOST RECENT EDITION OF THE SDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL COMPLY WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
4. PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER, ENGINEER, AND/OR ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
5. ONE WEEK PRIOR TO CONSTRUCTION WITHIN CITY R.O.W. OR ANY CONNECTION TO PUBLIC SEWERS CONTRACTOR SHALL NOTIFY THE CITY'S CONSTRUCTION DIVISION.
6. ALL CONSTRUCTION WITHIN PUBLIC R.O.W./ EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE CITY'S STANDARDS.
7. ALL DIMENSIONS ARE TO BACK OF CURB, BUILDING FACE OR PROPERTY LINE UNLESS OTHERWISE NOTED.
8. CONTRACTOR TO VERIFY BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.
9. CONTRACTOR TO VERIFY EXPANSION JOINT BETWEEN ALL P.C.C. PAVEMENT/SIDEWALKS AND BUILDING. PLACE 1/2 INCH EXPANSION JOINT BETWEEN SIDEWALKS AND P.C.C. PAVEMENT.
10. REMOVE ALL DEBRIS SPILLED INTO R.O.W. AT THE END OF EACH WORK DAY.
11. ALL PROPERTY PINS SHALL BE PROTECTED FROM GRADING OR OTHER OPERATIONS. ANY PINS DISTURBED SHALL BE RESET AT THE CONTRACTOR'S EXPENSE.
12. DO NOT STORE CONSTRUCTION MATERIALS AND EQUIPMENT IN THE RIGHT OF WAY.
13. THE CONTRACTOR SHALL NOT DISTURB DESIRABLE GRASS AREAS AND DESIRABLE TREES OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK OR SERVICE VEHICLES AND EQUIPMENT OR USE THESE AREAS FOR STORAGE OF MATERIALS. STORAGE, PARKING AND SERVICE AREAS WILL BE SUBJECT TO THE APPROVAL OF THE OWNER.
14. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY AREAS OF PAVEMENT OR SIDEWALK NOT TO BE REMOVED THAT IS DAMAGED DUE TO OPERATING EQUIPMENT ON THE PAVEMENT OR SIDEWALK.
15. THE CONTRACTOR MAY BE REQUIRED TO PLACE TEMPORARY WARNING DEVICES AND SAFETY FENCE AT CERTAIN LOCATIONS WHERE REPLACEMENT FEATURES ARE NOT INSTALLED THE SAME DAY, AS DIRECTED BY THE ENGINEER OR THE CITY.
16. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK BETWEEN SUPPLIERS AND SUBCONTRACTORS INVOLVED IN THE PROJECT, INCLUDING STAGING OF CONSTRUCTION DETAILS.
17. CONCRETE REMOVAL FOR DRIVEWAY APPROACHES SHALL BE REMOVED TO THE NEAREST TRANSVERSE JOINT. CONTRACTOR SHALL VERIFY REMOVAL LIMITS WITH CITY'S CONSTRUCTION INSPECTOR PRIOR TO ANY CONCRETE REMOVAL.
18. ALL PERMITS AND ADDITIONAL FEES REQUIRED TO COMPLETE THE WORK SHALL BE INCLUDED IN THE CONTRACTOR BID.
19. A RAPID ENTRY LOCK BOX WILL BE INSTALLED AS REQUIRED BY THE FIRE DEPARTMENT.
20. DETENTION IS PROVIDED FOR THE PROPOSED BUILDING, FUTURE BUILDING ADDITION, PROPOSED PARKING AND FUTURE PARKING. THE CALCULATIONS WILL REFLECT ALL PARKING BEING P.C.C. ALL FUTURE IMPROVEMENTS NOT SHOWN ON THIS SITE PLAN MAY REQUIRE ADDITIONAL DETENTION.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL EMBANKMENTS ON THE PROPERTY, INCLUDING THOSE WITHIN THE OVERLAND FLOWAGE EASEMENT.
22. NO MECHANICAL UNITS SHALL BE MOUNTED ON THE BUILDING ROOF.
23. ALL TRADING SIGNS WILL BE IN ACCORDANCE WITH THE EXISTING TRAFFIC PATTERNS MORE THAN IS NECESSARY FOR THE PROPER EXECUTION OF THE WORK.
24. A REVISED GRADING PLAN AND LANDSCAPING PLAN SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO PAVING ANY GRAVEL OR FUTURE PARKING AREAS.

AN ADDITIONAL 78,285 SF OF FUTURE IMPERVIOUS AREA HAS BEEN ACCOUNTED FOR IN THE DETENTION ANALYSIS. INCLUDED AREA ASSUMES GRAVEL PARKING HAS BEEN PAVED.

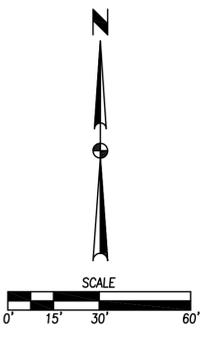
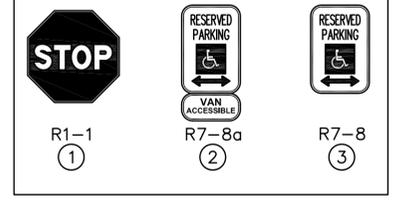
TRAFFIC CONTROL NOTES

1. ALL APPLICABLE CITY PERMITS, INCLUDING BUT NOT LIMITED TO CLOSURE PERMITS, SHALL BE OBTAINED PRIOR TO ANY CONSTRUCTION WITHIN CITY R.O.W. OR LANE CLOSURES.
2. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
3. PERMANENT SIGNING THAT CONVEYS A MESSAGE CONTRARY TO THE MESSAGE OF TEMPORARY SIGNING AND NOT APPLICABLE TO THE WORKING CONDITIONS SHALL BE COVERED BY THE CONTRACTOR WHEN DIRECTED BY THE CITY.
4. THE CONTRACTOR SHALL COORDINATE HIS TRAFFIC CONTROL WITH OTHER CONSTRUCTION PROJECTS IN THE AREA.
5. SIDEWALK CLOSED SIGNS REQUIRED FOR ALL SIDEWALK CLOSURES.
6. THE CONTRACTOR IS CAUTIONED NEITHER TO OBSTRUCT NOR REMOVE ANY EXISTING PAVEMENT, NOR TO DISTURB THE EXISTING TRAFFIC PATTERNS MORE THAN IS NECESSARY FOR THE PROPER EXECUTION OF THE WORK.
7. ALL SIGNING AND LANE STRIPING WILL NEED TO COMPLY WITH MUTCD. MAINTENANCE AND REPLACEMENT OF THE SIGNING AND STRIPING WILL BE THE RESPONSIBILITY OF THE APPLICANT.

PAVEMENT THICKNESS

1. SIDEWALKS 4" P.C.C.
2. PARKING LOT 6" P.C.C.
3. DRIVEWAYS WITHIN R.O.W. 7" P.C.C.
4. DUMPSTER PAD 8" P.C.C.

SIGN LEGEND



REVISIONS	DATE
REVISED GREASE INTERCEPTOR:	09/16/16
REVISED SUBMITTAL:	01/18/16
REVISED SUBMITTAL:	01/15/16
REVISED SUBMITTAL:	01/12/16
REVISED SUBMITTAL:	12/18/15
FINAL APPROVED DRAWINGS	04/29/15
THIRD SUBMITTAL:	04/17/15

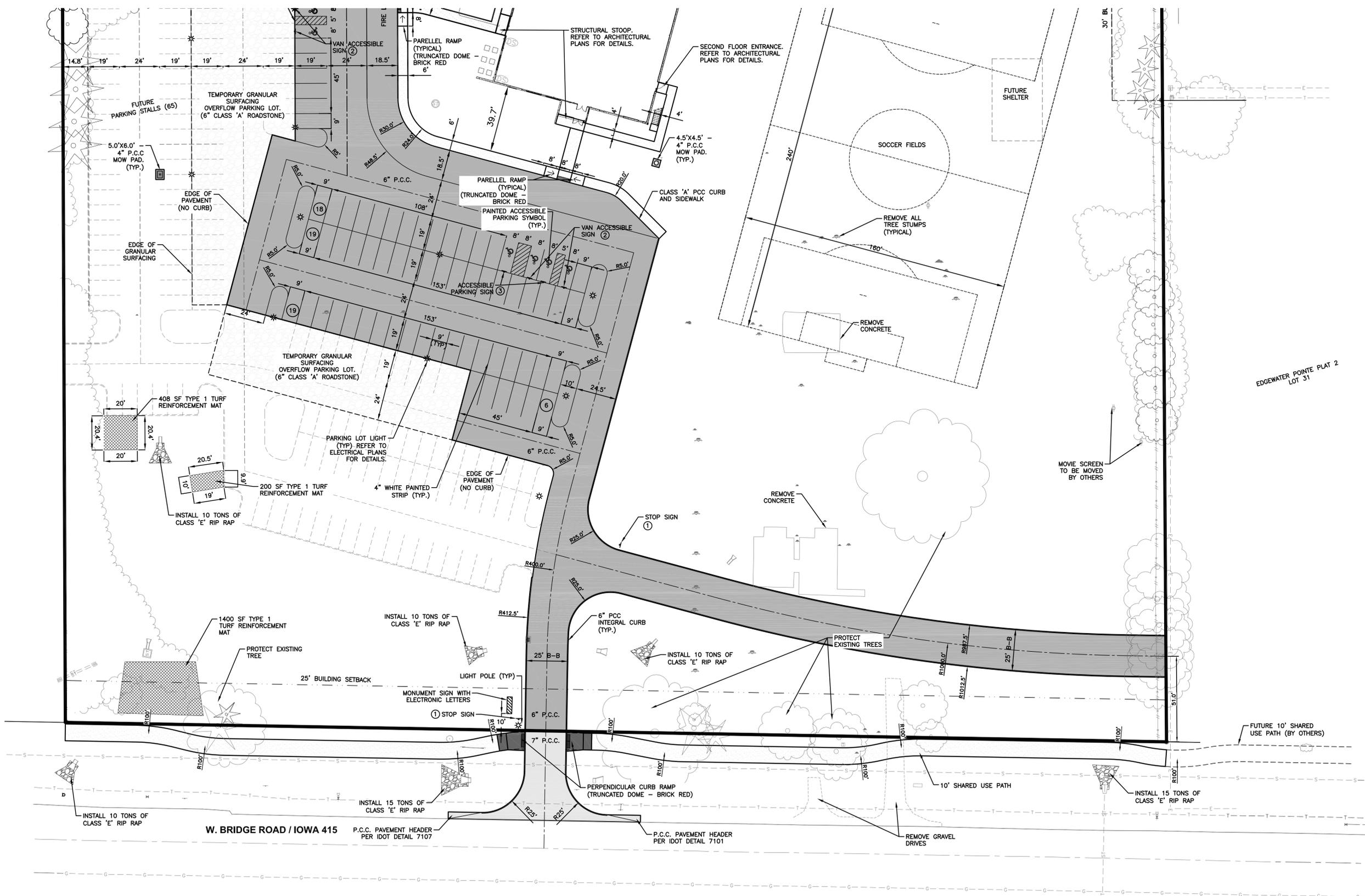
3405 S.E. CROSSROADS DRIVE, SUITE G
 GRIMES, IOWA 50111
 PHONE: (515) 369-4400 FAX: (515) 369-4410
 ENGINEER: EKO
 E.I.: JMM



POLK CITY, IOWA

**LAKESIDE FELLOWSHIP
 DIMENSION PLAN**

FILE: H:\2015\1501001\DWG\1501001-SITE.DWG
 COMMENTS: ENCL
 PLOTTED BY: ERN OLESENKE TECH
 10/11/2016 9:08 AM



REVISIONS	DATE
REVISED GREASE INTERCEPTOR:	09/16/16
REVISED SUBMITTAL:	01/18/16
REVISED SUBMITTAL:	01/15/16
REVISED SUBMITTAL:	01/12/16
REVISED SUBMITTAL:	12/18/15
FINAL APPROVED DRAWINGS	04/29/15
THIRD SUBMITTAL:	04/17/15

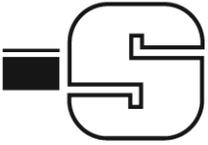
3405 S.E. CROSSROADS DRIVE, SUITE G
 GRIMES, IOWA 50111
 PHONE: (515) 369-4400 FAX: (515) 369-4410
 ENGINEER: EKO
 EI: JMM



POLK CITY, IOWA

LAKESIDE FELLOWSHIP

DIMENSION PLAN



SITE PLAN AMENDMENT

Date: October 13, 2016
Project: Lakeside Fellowship Church

Prepared by: Kathleen Connor
Project No.: 116.0902.01

GENERAL INFORMATION:

Applicant:	Lakeside Fellowship Church
Property Owner:	Lakeside Fellowship Church
Requested Action:	Approval of Amended Site Plan
Location	1121 W. Bridge Road; Lot 1, Lakewoods Plat 1
Size:	8.50 Acres
Zoning:	C-2
Existing Land Use:	Vacant
Proposed Land Use:	Church and soccer fields



PROJECT DESCRIPTION:

The original Site Plan for Lakeside Fellowship Church on Lot 1 of Lakewoods Plat 1 was approved April 27, 2015. A Site Plan amendment was approved on February 22, 2016 which covered revisions to the architectural design of the building and a reduced parking lot.

North Polk United has been working with Lakeside Fellowship Church toward using the currently-vacant east portion of their property for soccer fields. (Clouded in red on the above drawing.) It is our understanding they are negotiating a 5-year lease which could be extended by mutual agreement until such time as Lakeside Fellowship is ready to construct Phase 2 of their building. Proposed improvements to the property needed for the soccer fields include revisions to site grading and installation of an irrigation system. No exterior lighting is proposed. There will be no permanent or temporary concession stand on site.

North Polk United proposes to stripe this area for use as either one U12 field or three U6 fields. The maximum number of parking stalls required, using 150% overlap for sequential meets, is 68 stalls of the 130 total stalls provided with Phase 1 construction. (76 paved and 54 gravel stalls)

There will be no soccer practice or games will be held on site between 8am and 12pm on Sundays. We understand North Polk United and Lakeside Fellowship Church will meet to coordinate their schedules for events such as weddings, funerals, and tournaments. No events occurring on this site will exceed the need for 130 parking spaces total.

At this time, Lakeside Fellowship Church is requesting approval of an Amended Site Plan.

REVIEW COMMENTS:

Submittal #3 addresses all review comments.

RECOMMENDATION:

Based on the foregoing, we recommend approval of the Site Plan Amendment for soccer fields at Lakeside Fellowship Church subject to the following:

1. P&Z comments, if any, shall be satisfactorily addressed prior to Council approval.
2. Payment of all fees to the Polk City's Finance Director.



To: City Council

From: PCDC Board

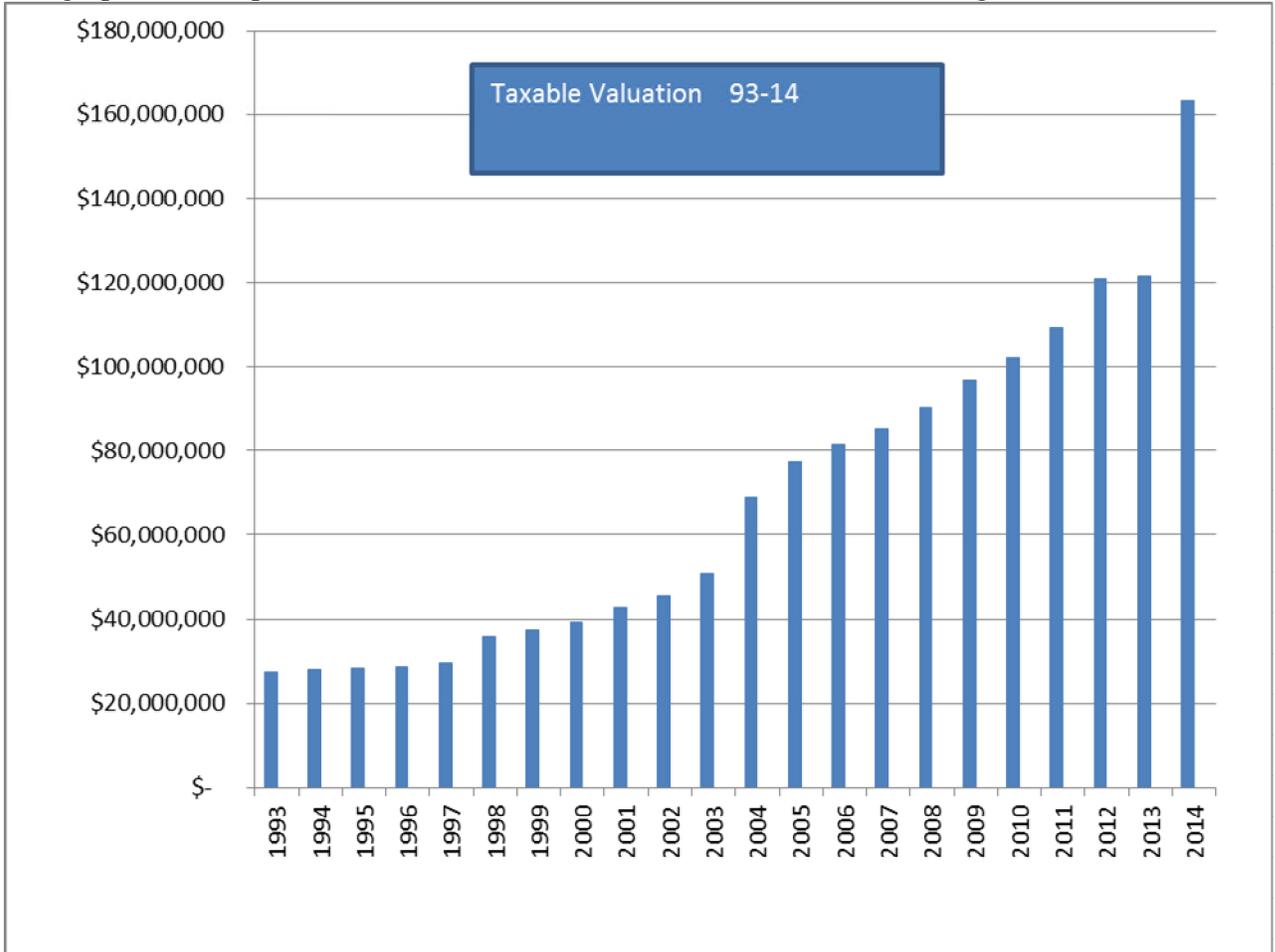
Re: Funding Request

Date: September, 2016

Polk City first contracted with the Polk City Development Corporation (PCDC) in 2009. Since that time Polk City has experienced significant growth and many changes. Even though we have grown as a City and a thriving community, the opportunities for the future of Polk City are significant. Our progress as a community has been very impressive (Please see the taxable valuation chart below).

<u>Taxable Valuation Chart</u>		
<u>Year</u>		<u>Taxable Valuation</u>
1993		\$ 27,555,646
1994		\$ 27,974,396
1995		\$ 28,512,848
1996		\$ 28,705,713
1997		\$ 29,670,111
1998		\$ 35,893,934
1999		\$ 37,573,631
2000		\$ 39,331,979
2001		\$ 42,959,955
2002		\$ 45,678,330
2003		\$ 50,702,728
2004		\$ 68,873,719
2005		\$ 77,388,380
2006		\$ 81,503,096
2007		\$ 85,084,628
2008		\$ 90,266,405
2009		\$ 96,744,445
2010		\$ 102,316,159
2011		\$ 109,048,318
2012		\$ 121,001,205
2013		\$ 121,618,823
2014		\$ 163,344,717

The graph below represents the data from the above chart in a visual showing



It is impossible to point to any one reason for the growth and prosperity of our community. However, I think it is fair to say that the work of the Development Corporation and the Chamber have had a significant impact on the outcome of the increase in valuation.

In order to take the next step, we need to make some changes that will allow us to continue to prosper. After reviewing our current structure and the structure of other communities in our area, the PCDC Board needed to develop a plan for the future.

The PCDC board has formed a Transition Committee consisting of the Mayor and PCDC Executive Committee. This committee met to review past progress of the organization and hope for the future. The committee felt that it was time to unify PCDC and the Chamber under one management system. The committee felt that this change would allow Polk City to take the next step in being a significant member of the Des Moines area. The Transition Committee met with

the Chamber of Commerce to discuss a new structure that would facilitate a unification of the two organizations.

After meeting and reviewing the options, it was decided to recommend that PCDC and the Chamber unify under one management system. The proposal is that PCDC & the Chamber will enter into a contract with Provident Consulting to manage both organizations for the period of January 1, 2017 and December 31, 2017. Both organizations will continue to have separate board meetings. In addition, an executive committee consisting of the officers of both organizations will meet monthly to further review how the organizations can eliminate duplications and enhance efficiencies. Provident Consulting will continue to have John Calhoun as the Director of both organizations. Provident will also hire a part time assistant (25 to 30 hours per week) and will create an office on the square. Provident Consulting's goal during that year period will be to prepare PCDC to be in a position to employ a new Director after the completion of the year. This recommendation is contingent upon the City allocating \$75,000 to PCDC for fiscal year 2017.

The PCDC Board unanimously approved this recommendation from the Transition Committee at the August 23rd board meeting. The Chamber unanimously approved the recommendation on their September 1st board meeting. Therefore, we are requesting \$75,000 from the City of Polk City to implement this plan for 2017. We would ask that the funds be dispersed to PCDC in January of 2017.

In addition, we are asking the Council to consider allocating 50% of the Hotel/Motel tax to PCDC to be used for the intended purpose of promoting tourism. These funds would be put into a separate budget and monitored by the board.

RESOLUTION NO. 2016-97

**A RESOLUTION APPOINTING VOLUNTEER MEMBERS TO THE
NEIGHBORHOOD CITIZEN GROUP (NCG)**

WHEREAS, the City of Polk City is desirous to improve and promote the communication between all citizens within all neighborhoods; and

WHEREAS, creating the Neighborhood Citizen Group was a good step to obtain input and consensus on areas affecting representative's neighborhoods and the City as a whole; and

WHEREAS, using different media outlets, including the City of Polk City website, a group of interested volunteers have submitted letters of intent to be appointed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Polk City, Iowa, that the following volunteers are appointed to serve as representatives of the Neighborhood Citizen Group (NCG) with a two (2) year term expiring December 2018.

Volunteer Name	Neighborhood Name
Susanne Soby	Woodhaven-Tyler area
Jared Foss	Edgewater/Presidents area
Ashley Dillinger Andy Cathcart	Pine Ridge/Marina Cove
Charlotte Loter Gerald Zomermaand	Wolf Creek/Dorfrank
Tom Hogan	TCI/Lost Lake Estates
Ken Thornton	Original Town

DATED this 24th day of October, 2016.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

Neighborhood Citizen Group (NCG)

Mission Statement: To improve and promote the communication between the citizens of Polk City with their elected and appointed officials and staff.

Premise: A neighborhood based group of citizens willing to reach out to their neighbors to obtain input and consensus on areas affecting their neighborhood and the city as a whole. The intent is to allow a platform for different opinions without resorting to agendas. This group is not another layer of government creating roadblocks to key elected or appointed officials, but an addition to the communication that already exists.

Role of NCG Members: Deliver ideas from the different areas making up the group to the City Council. The neighborhood representative will need to be speaking on behalf of his or her neighbors and able to represent a cross section of the community in representing their neighborhood in periodic summary reports to the City Council. The group will provide feedback to the City, with appointees willing to put in time to hear and represent their neighborhoods; while fostering a sense of community and neighborhood.

Neighborhood areas: It is envisioned that this NCG will be made up of members representing neighborhoods as later defined by the City Council. The City Liaison will call the meetings on at least a quarterly basis. The City Liaison will not be one of the seven members but will act as Chair. A City Council member will act as the Council Liaison to this group. The make-up will be from six (6) districts, (see attached map) with up to two (2) people per district and one (1) from the Chamber.

Term: Term of office will be two (2) years, with no restriction on term limits. The NCG members will be governed under the City's rules on absenteeism. They will be expected to attend a suggested format of quarterly meetings. There will be a standing Council Agenda item that will allow the discussion of items of concern on every regular Council Agenda. Council meets the second and fourth Mondays of the month at 6:30 pm. The group will report subjects of concern and discussion within their neighborhood area.

Appointment: Current City Boards, Commission, Council, Mayor and City Liaison are encouraged to supply candidates for the appointment of this group. Those interested need to supply a letter of interest to City Hall or any member of City Boards, Commission, Council, Mayor or the City Liaison.

Districts: The districts will be based as closely as possible to populations and geographic regions. As the City grows the districts may change boundaries to accommodate such growth.

ORDINANCE NO. 2016-2600

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF
POLK CITY, IOWA, BY REZONING 0.533 ACRES OWNED BY RTM
PROPERTIES, LLC LOCATED AT 206 N. 2ND STREET, POLK CITY, IOWA;
TO BE KNOWN AS LOT 2 OF RTM PLAT 1; FROM ZONING
CLASSIFICATION OF PUBLIC UTILITY DISTRICT (U-1) TO LIGHT
INDUSTRIAL DISTRICT (M-1)**

WHEREAS, on the 19th day of September, 2016, the Planning and Zoning Commission of the City of Polk City, Iowa, recommended to the City Council that the property legally described as:

THE SOUTHWESTERLY 200 FEET OF THE 166-FOOT WIDE RIGHT -OF-WAY IN LOT 6 OF THE OFFICIAL PLAT OF THE NEW ¼ OF SECTION 1, TOWNSHIP 80 NORTH, RANGE 25, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, LYING NORTHEAST OF BLUFF STREET, EXCEPT THE NORTHWESTERLY 66 FEET OF THE SOUTHWESTERLY 150 FEET;

be considered for rezoning 0.533 acres from Public Utility District (U-1) to Light Industrial District (M-1)

WHEREAS, on the 10th day of October, 2016, after due notice and hearing as provided by law, the City Council now deems it reasonable and appropriate to rezone said property.

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

Section 1: That the Municipal Code of the City of Polk City, Iowa, be and is hereby amended by rezoning the property described above from Public Utility District (U-1) to Light Industrial District (M-1).

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

Section 3: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED this ____ day of ____, 2016.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

Date of Publication: ____

WHEN RECORDED RETURN TO:

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

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

PINE RIDGE ISLAND EASEMENT

This Pine Ridge Island Easement is granted this 24th day of October 2016 by the City of Polk City (the "Grantor") in favor of Pine Ridge Estates Island Management, LLC, whose members are residents of Pine Ridge Estates Plat, an official plat in the City of Polk City, Polk County, Iowa (the "Grantee").

NOW, THEREFORE, in consideration of the premises and for other valuable consideration the receipt of which is hereby acknowledged, the Grantor declares as follows:

1. Island Easement. Grantor does hereby establish, give, grant and convey to the Grantee an easement upon and across the Easement Area, described on Exhibit "A" attached hereto, for the purpose of constructing, maintaining, repairing or replacing an island and for the purpose of planting and maintaining and replacing landscaping within the Easement Area. The island shall be in compliance with all ordinances, rules and regulations including SUDAS then and thereafter in effect issued by the City of Polk City or any other government entity with jurisdiction over the construction and operation of islands.
2. Term. The term of this Easement shall be ten (10) years from the date of this agreement, subject to the terms of section 4 herein. Thereafter, the term may be extended by the mutual agreement of the Grantor and the Grantee for additional periods. At the end of the Easement term, or extension if any, Grantee agrees to remove the island and the City of Polk City shall restore the Easement Area to a condition similar to the roadway in each side of the Easement Area.
3. Maintenance of Easement Area. Grantee shall bear all costs and expense for the construction, maintenance, repair and replacement of the island and landscaping within the Easement Area. Except as otherwise stated herein, the Grantor or Grantee may not make any alterations to the grade, elevation, landscaping or island improvements made in the Easement Area by the Grantee without the consent of both parties. If a party should seek such consent, each party shall be reasonable in working to facilitate the requested alterations.
4. Grantor's remedy upon Grantee's failure to maintain. If the Grantee fails to make or undertake any reasonable and necessary maintenance or repairs or replacement of any portion of the island or landscaping on the Easement Area within thirty days after receipt from the Grantor of a written notice requesting that such reasonable and necessary maintenance, repair or replacement be made, this Easement shall be terminated. Upon termination of this

Easement, the Grantee shall remove the island and the City of Polk City shall restore the Easement Area to a condition similar to the roadway in each side of the Easement Area in accordance with Section 2 above.

5. Grantee's responsibilities. The Grantee shall be responsible for all construction, maintenance, repair and replacement of the island and to plant, maintain and replace landscaping within the Easement Area. The Grantor has the right to review all plantings proposed by the Grantee before installation. The Grantor will not unreasonably withhold approval of plantings; provided, however, the plantings shall comply with all ordinances including SUDAS. The Grantee shall install the island and landscaping in accordance with the timeline attached hereto.
6. Enforcement. The easements and restrictions declared upon in this Easement shall be enforceable by the Grantee and by the Grantor by injunctive action or by any other remedy available at law or in equity, with the prevailing party to be entitled to receive the costs of such action, including reasonable attorney's fees, from the party violating the terms of this Easement.

In recognition of the benefit to the property owners in Pine Ridge Estates and to meet the maintenance, repair, replacement and restoration obligations of this Agreement, each of the owners of LOT 17 PINE RIDGE ESTATES PLAT 2 and LOT 23 PINE RIDGE ESTATES PLAT 2, an Official Plat in Polk City, Polk County, Iowa ("Benefited Property") shall be responsible for the proportionate share of any amount required for said obligations. Every owner of a Benefited Property hereby consents and agrees to the covenants and obligations of this Agreement and by virtue of their ownership of a portion of the Benefited Property.

Grantee hereby designates, appoints and agrees on behalf of Grantee and all successors and assigns that the Owners are designated as the responsible party for maintenance, repair, replacement or restoration required by this Agreement.

Grantee hereby covenants and agrees that the Owner of the Benefited Property is hereby designated and authorized by Grantee and all successors and assigns to accept notices and service of process for all Benefited Property Owners as it relates to the inspection, maintenance, repair, replacement and restoration of the island. The Owners of the Benefited Property are responsible for complying with this Agreement. The Owners shall be responsible for all obligations set forth in this Agreement, should the Grantee perform or fail to perform such obligations.

Grantee and Owners hereby agree and consent on their own behalf and on behalf of all successors and assigns of the Benefited Property to assessment of the costs of maintenance, repair, replacement or restoration obligations. Grantee and Owners, on their own behalf and on behalf of all successors and assigns of the Benefited Property, shall execute an Agreement in favor of the City to allow the City to recover any costs expended for action taken as set forth in this Agreement, to address the maintenance, repair, replacement and restoration of the Easement Area.

Should the Grantee or Owners fail to maintain, repair, replacement and restoration of the Easement Area upon notice from the City, the City may cause such action to be done and assessed to each Benefited Property. The assessments on each Benefited Property shall be

immediately due and payable to the City pursuant to the terms of the Agreement and Waiver (see **Exhibit A**, attached hereto and made a part hereof).

7. Indemnification. The Grantee shall indemnify, defend, and hold harmless the Grantor from all claims, demands, causes of action, losses, damages, liabilities and expenses, including, without limitation reasonable attorney's fees and court costs, arising from any personal injury or property damage occurring on the Easement Area as a result of either the exercise by the Grantee of its rights under this Easement or failure to carry out its obligations under this Easement with regard to the construction, maintenance, repair and replacement of the island and landscaping within the Easement Area, unless such claims, demands, causes of action, losses, damages, liabilities and expenses arise from the actions of the Grantor.
8. Binding Agreement. The easements and obligations provided for herein shall inure to the benefit of and be binding upon the parties hereto and shall be deemed to be covenants running with the land. By its acceptance of this Easement, Grantee agrees to be bound by its provisions and to perform its obligations as set forth herein.

IN WITNESS WHEREOF, this Pine Ridge Island Easement is executed as of the date and year first above written.

**Pine Ridge Estates Island Management,
LLC**

By: _____
Name: _____
Title: _____

Dennis H. Goering, Individually

Julie Goering, Individually

Renee Rockow, Individually

Dan Rockow, Individually

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this ____ day of _____ 2016, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared _____, to me known to be the person named in and who executed the foregoing instrument; and acknowledged that he/she executed the instrument as his/her voluntary act and deed.

Notary Public in and for the State of Iowa

City of Polk City, Iowa

By: _____
Jason Morse, Mayor

Attest:

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this ____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jason Morse, to me known to be the person named in and who executed the foregoing instrument; and acknowledged that he executed the instrument as his voluntary act and deed.

Notary Public in and for the State of Iowa

EXHIBIT A

AGREEMENT AND WAIVER

THIS AGREEMENT made and entered into by and between the City of Polk City, Iowa, hereinafter referenced the CITY, and Dennis H. Goering, Julie Goering, Renee Rockow and Dan Rockow, hereinafter referenced the PROPERTY OWNERS.

WHEREAS, this Agreement and Waiver is made in conjunction with the Pine Ridge Island Easement Agreement and applies to the property described as:

LOT 17 PINE RIDGE ESTATES PLAT 2 and LOT 23 PINE RIDGE ESTATES PLAT 2, an Official Plat in Polk City, Polk County, Iowa (“Benefited Property”)

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES AS FOLLOWS:

1. In the event the Grantee or its successors and assigns fail to comply with the requirements of the Pine Ridge Island Easement Agreement regarding any action necessary for the maintenance, repair, replacement or reconstruction obligations, the City shall have the right to cause the above-described actions completed as it shall deem appropriate.
2. For the purpose of this Agreement, the City may elect to assess the cost of such actions to the Property Owner or their successors and assigns.
3. In consideration for the completion of such actions by the City, the undersigned Property Owners hereby WAIVE the following:
 - A. All legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the completion of said actions where the expense of such Improvements is to be assessed against private property; and
 - B. Each and every question of jurisdiction, the intention of the Property Owners being to authorize and direct said City to complete such actions without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa; and
 - C. Any limitation of the amount of said assessment as a percentage of valuation as provided in the Code of Iowa; and
 - D. Any right to defer or postpone the payment for any such action.
4. It is further agreed that:
 - A. When said actions have been constructed or completed, the City may make assessments against the properties of the undersigned Property Owners, or their successors or assigns, for their pro-rata share of the entire cost of the completion of said actions.

- B. Said assessments shall be due immediately and will be paid to the City of Polk City and shall constitute a lien upon the properties hereinafter described. Further, each of the undersigned Property Owners hereby agree to accept responsibility for the assessment that is thus assessed against the Owner's property.

- C. Said assessments shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed.

5. The amount and proportion of the cost of the actions completed by the City to be paid shall be ascertained and determined by the Engineers and reported to the City Council, which shall make such changes or alterations as they may require. When said costs are determined and approved by the City Council, they shall constitute the assessments against the properties.
6. The Property Owners retain the right to request of the City a review of the mathematical calculations made to ensure their accuracy.
7. Property Owners hereby authorize the City Council to pass any Resolution requisite or necessary to order and secure said actions, to provide for the construction of the same and to make the assessments herein provided for, without further notice to said Property Owners or any of them. Any such Resolution may contain recitals that said actions are ordered or made by the Council without petition of Property Owners, without in any way qualifying this Agreement or releasing the Property Owners from their obligation to pay the assessments levied against their property for the cost of said action.
8. Each Property Owner warrants that the real estate described above is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement and Waiver. Each lienholder designated below, by execution of this Agreement and Waiver, consent to the subordination of its lien to the lien of the assessment levied pursuant hereto.
9. Each Property Owner further agrees that the terms of this Agreement and Waiver shall become a covenant which runs with the land of the below-referenced property, and shall be binding upon all successors and assigns. Furthermore, each Property Owner shall give a copy of this Agreement and Waiver to all successors and assigns.
10. The signatories and the City agree this document will be recorded in the office of the appropriate county recorder to ensure that any and all future purchasers of property are put on notice of the above conditions.

**Pine Ridge Estates Island Management,
LLC**

By: _____

Name: _____

Title: _____

Dennis H. Goering, Individually

Julie Goering, Individually

Renee Rockow, Individually

Dan Rockow, Individually

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this ____ day of _____ 2016, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared _____, to me known to be the person named in and who executed the foregoing instrument; and acknowledged that he/she executed the instrument as his/her voluntary act and deed.

Notary Public in and for the State of Iowa

White Law Office, P.C.

6601 Westown Pkwy., Suite 200
West Des Moines, IA 50266
Ph: (515) 528-2348
Fax: (515) 271-8100

October 20, 2016

Via email

Billy Mallory
Brick Gentry, P.C.
6701 Westown Pkwy., Suite 100
West Des Moines, IA 50266

Re: Pine Ridge/Polk City

Dear Billy:

I write to follow up on our conversation this week. My understanding is that the City has introduced a new demand: that the agreement be tied to property owned by residents.

The City and the residents had extensive negotiations regarding the terms of the agreement. At the end of the process, I, on behalf of the residents, asked for additional changes to be made to the proposed agreement. The City, through counsel, refused to make the changes and provided us the final version of the agreement it would accept. Although the residents would have liked to see additional changes, they agreed to the City's demands and signed the agreement. Thus, the City offered the agreement, and the residents accepted.

Even if not for this legal issue, the City's actions are contrary to the manner in which a city government should deal with its constituents. City governments serve at the pleasure of, and for the benefit of, the residents. The norm is for city governments to do everything they can to work with residents on issues important to them. The bare minimum is for City governments to cooperate with—or at least not thwart—efforts of residents to maintain and improve the quality of life in the city.

The residents in this case have agreed to the City's ongoing requirements and have done everything that has been asked of them. The residents did not agree with many of the City's demands through this process but, nonetheless, agreed with them in the interest of comity and in order to move this matter forward. The residents have not, for instance, brought the legal actions available to them based on the City's allowance of this island and others. *See, e.g., Talisman, Inc. v. Iowa Alcoholic Beverage Division*, 695 N.W.2d 505, at *1 (Iowa Ct. App. 2005) (applying the doctrine of acquiescence to the actions and inactions of a city, and noting that the doctrine applies “where a person knows or ought to know that he is entitled to enforce his right . . . and neglects to do so for such a length of time as would imply that he intended to waive or abandon his right”).

Rather, the residents have worked to resolve this matter peaceably.

Now at the eleventh hour, with an agreement in place and with the matter on the docket for approval, the City has again attempted to change the rules. We ask that the City reconsider the matter and adopt the agreement in place so that the City and its residents can move forward without further expense and delay.

Sincerely,

Patrick B. White

Patrick B. White

WHEN RECORDED RETURN TO:

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

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

PINE RIDGE ISLAND EASEMENT

This Pine Ridge Island Easement is granted this 10th day of October 2016 by the City of Polk City (the "Grantor") in favor of Pine Ridge Estates Island Management, LLC, whose members are residents of Pine Ridge Estates Plat, an official plat in the City of Polk City, Polk County, Iowa (the "Grantee").

NOW, THEREFORE, in consideration of the premises and for other valuable consideration the receipt of which is hereby acknowledged, the Grantor declares as follows:

1. Island Easement. Grantor does hereby establish, give, grant and convey to the Grantee an easement upon and across the Easement Area, described on Exhibit "A" attached hereto, for the purpose of constructing, maintaining, repairing or replacing an island and for the purpose of planting and maintaining and replacing landscaping within the Easement Area. The island shall be in compliance with all ordinances, rules and regulations including SUDAS then and thereafter in effect issued by the City of Polk City or any other government entity with jurisdiction over the construction and operation of islands.
2. Term. The term of this Easement shall be ten (10) years from the date of this agreement, subject to the terms of section 4 herein. Thereafter, the term may be extended by the mutual agreement of the Grantor and the Grantee for additional periods. At the end of the Easement term, or extension if any, Grantee agrees to remove the island and the City of Polk City shall restore the Easement Area to a condition similar to the roadway in each side of the Easement Area.
3. Maintenance of Easement Area. Grantee shall bear all costs and expense for the construction, maintenance, repair and replacement of the island and landscaping within the Easement Area. Except as otherwise stated herein, the Grantor or Grantee may not make any alterations to the grade, elevation, landscaping or island improvements made in the Easement Area by the Grantee without the consent of both parties. If a party should seek such consent, each party shall be reasonable in working to facilitate the requested alterations.
4. Grantor's remedy upon Grantee's failure to maintain. If the Grantee fails to make or undertake any reasonable and necessary maintenance or repairs or replacement of any portion of the island or landscaping on the Easement Area within thirty days after receipt from the Grantor of a written notice requesting that such reasonable and necessary maintenance, repair

or replacement be made, this Easement shall be terminated. Upon termination of this Easement, the Grantee shall remove the island and the City of Polk City shall restore the Easement Area to a condition similar to the roadway in each side of the Easement Area in accordance with Section 2 above.

5. Grantee's responsibilities. The Grantee shall be responsible for all construction, maintenance, repair and replacement of the island and to plant, maintain and replace landscaping within the Easement Area. The Grantor has the right to review all plantings proposed by the Grantee before installation. The Grantor will not unreasonably withhold approval of plantings; provided, however, the plantings shall comply with all ordinances including SUDAS. The Grantee shall install the island and landscaping in accordance with the timeline attached hereto.
6. Enforcement. The easements and restrictions declared upon in this Easement shall be enforceable by the Grantee and by the Grantor by injunctive action or by any other remedy available at law or in equity, with the prevailing party to be entitled to receive the costs of such action, including reasonable attorney's fees, from the party violating the terms of this Easement.
7. Indemnification. The Grantee shall indemnify, defend, and hold harmless the Grantor from all claims, demands, causes of action, losses, damages, liabilities and expenses, including, without limitation reasonable attorney's fees and court costs, arising from any personal injury or property damage occurring on the Easement Area as a result of either the exercise by the Grantee of its rights under this Easement or failure to carry out its obligations under this Easement with regard to the construction, maintenance, repair and replacement of the island and landscaping within the Easement Area, unless such claims, demands, causes of action, losses, damages, liabilities and expenses arise from the actions of the Grantor.
8. Binding Agreement. The easements and obligations provided for herein shall inure to the benefit of and be binding upon the parties hereto and shall be deemed to be covenants running with the land. By its acceptance of this Easement, Grantee agrees to be bound by its provisions and to perform its obligations as set forth herein.

IN WITNESS WHEREOF, this Pine Ridge Island Easement is executed by the Grantor and the Grantee as of the date and year first above written.

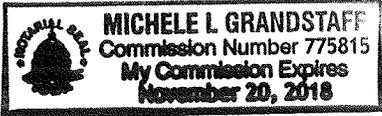
**Pine Ridge Estates Island Management,
LLC**

By: 
Name: Dennis H Goering
Title: member

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 5th day of October 2016, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared Rennis H. Goering, to me known to be the person named in and who executed the foregoing instrument; and acknowledged that he executed the instrument as his voluntary act and deed.

Michele L. Grandstaff
Notary Public in and for the State of Iowa



City of Polk City, Iowa

By: _____
Jason Morse, Mayor

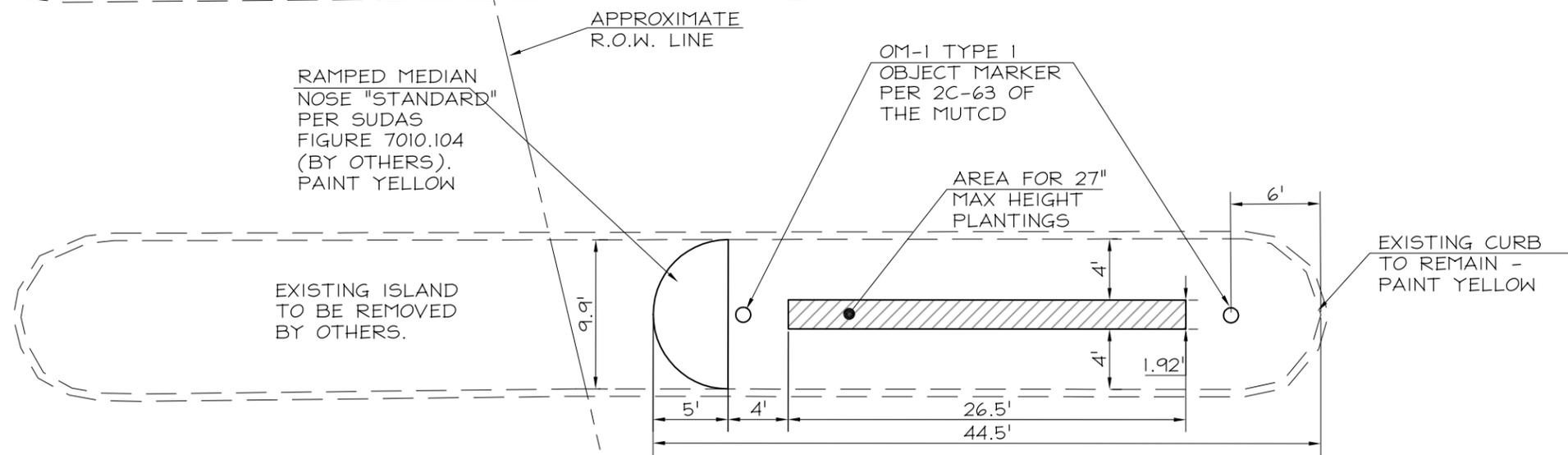
Attest:

STATE OF IOWA)
) ss:
COUNTY OF POLK)

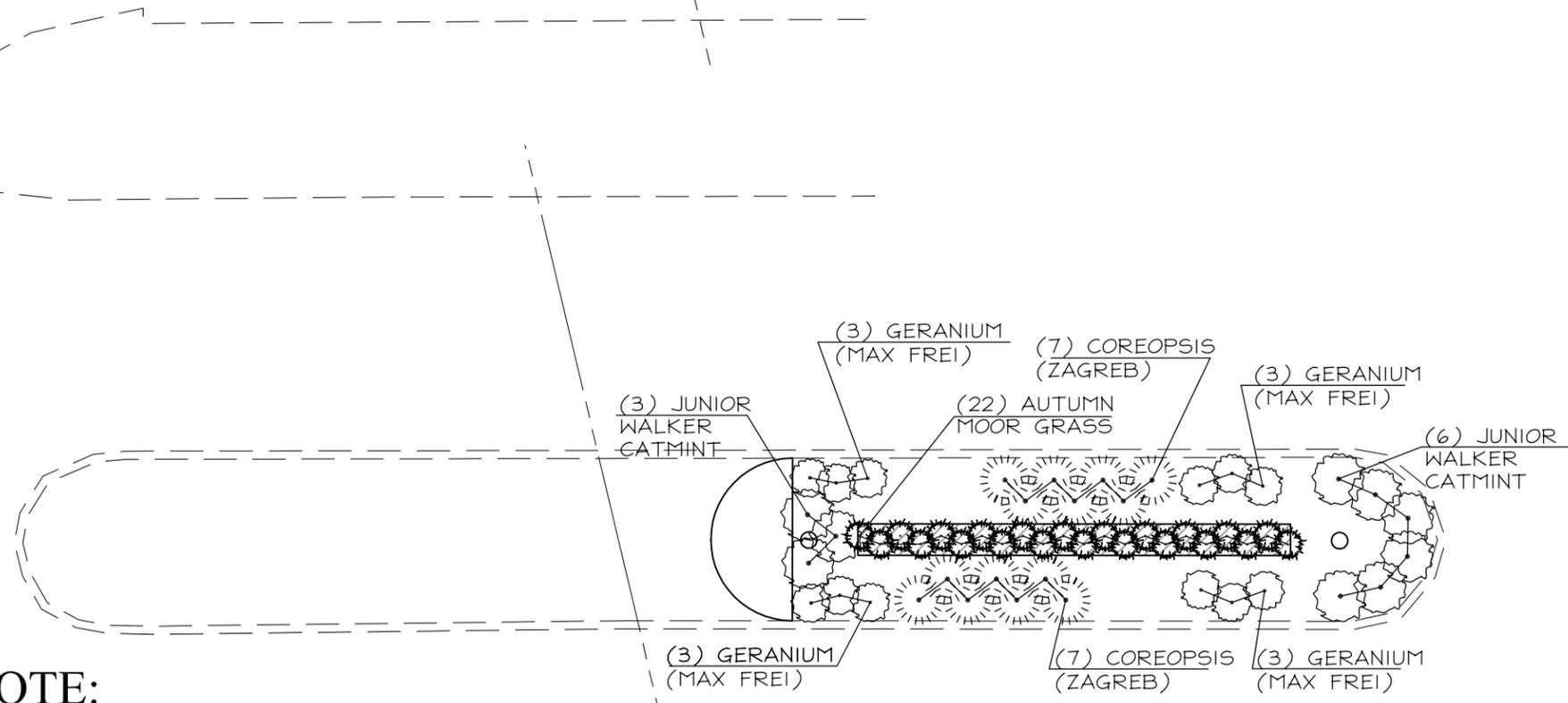
On this _____ day of _____ 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jason Morse, to me known to be the person named in and who executed the foregoing instrument; and acknowledged that he executed the instrument as his voluntary act and deed.

Notary Public in and for the State of Iowa

PINE RIDGE ESTATES ENTRANCE



DIMENSION PLAN



***NOTE:**

ALL PLANTINGS, OTHER THAN IN THE CENTER OF THE ISLAND, SHALL BE 18" TALL MAXIMUM AT MATURITY. THE CENTER PLANTINGS CAN BE 27" TALL MAXIMUM AT MATURITY.

LANDSCAPE PLAN



M:\Land Projects\3\Projects\CC1900\CC1907\dwg\CC1907 BASE.dwg, Layout1, 10/6/2016 8:23:32 AM, boverturf, 1:1

COOPER CRAWFORD
& ASSOCIATES, L.L.C.
CIVIL ENGINEERS
475 S. 50th Street, Suite 800, West Des Moines, IA 50265
Phone: (515) 224-1344 Fax: (515) 224-1345

0 5 10
SCALE: 1"=10'
DATE: 10-6-2016
JOB NUMBER
CC
1907



PO Box 7535
 Urbandale, Iowa 50323

CONTACT:

Dennis Goering
 520 Whispering Pine Avenue
 Polk City, Iowa 50226

CONTACT INFORMATION:

CELL: 240-5752
 HOME:
 EMAIL: dennis@dhgcommunications.com

PROJECT:

STREET ENTRANCE
 PINE RIDGE DR. & HWY 415 -
 ISLAND - REVISED

DATE:

September 29, 2016

DESIGNER: Kevin Gade, Iowa Certified Nursery Professional

ITEM	QTY	SIZE	PR. EA.	MATERIAL TOTAL
Plants				
GRASS, AUTUMN MOOR (SESLERIA)	22	#1	\$11.25	\$247.50
GERANIUM, MAX FREI	12	#1	\$12.50	\$150.00
COREOPSIS, ZAGREB	14	#1	\$10.00	\$140.00
CATMINT, JUNIOR WALKER	9	#1	\$10.00	\$90.00
Plants Subtotal				\$627.50
Labor to Install				\$313.75
Hardgoods (mulch, edging, etc...)				
DEWITT WEED BARRIER 4' ROLL	360	Sq Ft	\$0.30	\$108.00
HARDWOOD MULCH (100sf @ 2-3")	3	CU.YD.	\$33.00	\$99.00
RIVER ROCK MULCH 2" (50SF @2-3")	2	Material/Unit	\$50.00	\$100.00
BLACK FILL DIRT (50sf @2-3")	7	Material/Unit	\$33.15	\$232.05
MISC. LABOR (PREP, HAND GRADING, ETC.)	10	Labor/Hour		
Hardgoods Subtotal				\$539.05
Labor to Install				\$1,263.35
Structural Items (drainage, patios, retaining walls, walkways, etc...) Labor Non Taxable				

Nontaxable Hardgoods Subtotal

Labor to Install

Project Notes:

Terms and Conditions:

- * The property owner / general contractor is responsible for locating property lines.
- * If building or construction permits are required, it is the customer's responsibility to obtain and pay for all such permits.
- * The property owner / general contractor is responsible for locating private utilities not marked by Iowa One Call Locators.
- * Private utilities can consist of and are not limited to: underground irrigation lines, underground pet containment wires, electrical lines to private lamp posts, landscape lights, garage doors and outlying structures, underground propane tanks and lines, satellite dish cables, swimming pool plumbing and electrical lines, septic lines and laterals and any other such private utility.
- * Unless specified no sod or seed replacement or repair is included in this bid. Charges for repair of disturbed areas shall be billed on a time and material basis and be approved by the owner / contractor prior to completion of job.
- * Rates to move existing irrigation sprinkler heads or lines will be charged at time and material basis unless price is specified in the bid.
- * The employees or agents of Shades of Green have no knowledge as to the strength of the Owner's driveway or walks or the conditions under them. Therefore, the undersigned does hereby release and discharge Shades of Green LLC and its employees and agents from claims for damages resulting from or entry and service on the property during typical landscape operations.

Terms of Payment: Unless noted above, **one half of balance shall be due upon acceptance of this proposal.** Remaining balance due when work is completed, including approved changes. Initials _____

Please Note:

Account must be paid to terms of payment to quality for one year plant warranty. 1.5% per month will be charged on accounts thirty days past due. If the undersigned fails to make timely payment for all sums due hereunder, or in any other way violates the terms of this proposal, then the undersigned agrees to pay any and all expenses, including reasonable attorney's fees incurred by Shades of Green as a result thereof. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any changes to the above specifications resulting in changes over and above the estimate shall be agreed upon prior to execution. All agreements contingent upon strikes, delays, or accidents beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workman's compensation.

MATERIAL	1,166.55
LABOR	1,577.10
SUBTOTAL	\$2,743.65
TAX	\$164.62
TOTAL	\$2,908.27

Authorized Signature:

DESIGNER: Kevin Gade, Iowa Certified Nursery Professional

Please Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The undersigned does hereby accept the above prices, conditions, and terms and authorizes Shades of Green to do the work as specified. Payment shall be made as noted above. Please sign and return copy with downpayment.

Signature:

(Owner or Owner's Representative)

Date:

Pine Ridge Island Time Line

October 2016

Within 14 days of IDOT pouring the nose of remaining island:

1. Rake ground and clear of weeds
2. Install weed barrier
3. Install mulch for the winter period to enhance appearance
4. Install safety marker

April 1, 2016

1. Remove any debris accumulated over the winter
2. Begin planting of approved plant materials

April 15, 2016

1. Complete installation of plants and bushes
2. Install additional mulch as needed

April 30, 2016

1. Project completed

BUDGET CHECKING 10407749
 Printed by: Tina M Fountain

LUANA SAVINGS BANK

10/5/2016 9:29:52 AM
 Reporting Institution: 49

Demand Deposit 10407749 - PINE RIDGE ESTATE ISLAND

	Relationship	Date of Birth	Phone Number	Tax Identification
+ PINE RIDGE ESTATE ISLAND	Owner		*****	EIN **-*****
+ MANAGEMENT LLC	Owner		*****	
520 WHISPERING PINE AVE POLK CITY IA 50226				

Additional Relationships
 Tax Name: PINE RIDGE ESTATE ISLAND
 See Mailing Information

Mailing Label

PINE RIDGE ESTATE ISLAND
 MANAGEMENT LLC
 520 WHISPERING PINE AVE
 POLK CITY IA 50226

Presentments

No Presentments for Account

Current & Previous Cycle

Description	Debits	Credits	Date	Balance
Balance Forward:			Sep 09, 2016	\$0.00
Deposit		\$50.00	Sep 09, 2016	\$50.00
Deposit		\$100.00	Sep 12, 2016	\$150.00
Deposit		\$700.00	Oct 03, 2016	\$850.00
Deposit		\$2,500.00	Oct 04, 2016	\$3,350.00
Balance This Statement:			Oct 04, 2016	\$3,350.00

OPERATING AGREEMENT
of
Pine Ridge Estates Island Management, LLC

This Operating Agreement (the "Agreement") made and entered into this 8th day of September, 2016 (the "Execution Date"),

AMONGST:

Dennis H Goering of 520 Whispering Pines, Polk City, Iowa 50226,
Renee Rockow of 400 Whispering Pines, Polk City, Iowa 50226,
Dan Rockow of 400 Whispering Pines, Polk City , Iowa 50226, and
Julie Goering of 520 Whispering Pines, Polk City , Iowa 50226

(individually the "Member" and collectively the "Members").

BACKGROUND:

- A. The Members wish to associate themselves as members of a limited liability company.
- B. The terms and conditions of this Agreement will govern the Members within the limited liability company.

IN CONSIDERATION OF and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Members agree as follows:

Formation

1. By this Agreement, the Members form a Limited Liability Company (the "Company") in accordance with the laws of the State of Iowa. The rights and obligations of the Members will be as stated in the Iowa Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

Name

2. The name of the Company will be Pine Ridge Estates Island Management, LLC.

Purpose

3. Manage and Maintain the island and entrance to Pine Ridge Estates in Polk City, Iowa.

Term

4. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

5. The Principal Office of the Company will be located at 520 Whispering Pines, Polk City, Iowa 50266 or such other place as the Members may from time to time designate.

Capital Contributions

6. The following is a list of all Members and their Initial Contributions to the Company. Each of the Members agree to make their Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
Dennis H Goering	Management, Research, printing	\$50.00
Renee Rockow	Research, Photos	\$0.00
Dan Rockow	Research and Photos	\$0.00
Julie Goering	Research	\$0.00

Allocation of Profits/Losses

7. Subject to the other provisions of this Agreement, the Net Profits or Losses, for both accounting and tax purposes, will accrue to and be borne by the Members in equal proportions.
8. Each Member will receive an equal share of any Distribution.
9. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

10. A Member's Interest in the Company will be considered personal property.

Withdrawal of Contribution

11. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

12. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as otherwise provided in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

13. Capital Contributions may be amended from time to time, according to the business needs of the Company. However if additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the distribution of assets on dissociation or dissolution will be adjusted accordingly.
14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will

not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

15. An individual capital account (the "Capital Account") will be maintained for each Member and their Initial Contributions will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital

16. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Management

17. Management of this Company is vested in the Members.

Authority to Bind Company

18. Only the following individuals have authority to bind the Company in contract: Any Member who has a majority of votes from other members in attendance at member meeting.

Duty of Loyalty

19. Any Member may invest in or engage in any business of any type, including without limitation, a business that is similar to the business of the Company whether or not in direct competition with the Company and whether or not within the established or contemplated market regions of the Company. Neither the Company nor any Member will have any right to that opportunity or any income derived from that opportunity.

Duty to Devote Time

20. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company's business.

Member Meetings

21. A meeting may be called by any Member providing that reasonable notice has been given to the other Members.

22. Regular meetings of the Members will be held only as required.

Voting

23. Each Member will have a single equal vote on any matter.

Admission of New Members

24. A new Member may only be admitted to the Company with a majority vote of the existing Members.
25. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to effect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

Voluntary Withdrawal of a Member

26. Any Member will have the right to voluntarily withdraw from the Company.
27. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.
28. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

29. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's

business that makes it not reasonably practicable to carry on the business with the Member.

30. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

31. In the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's Interests will be determined as set out in the Valuation of Interest section of this Agreement.
32. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
33. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.
34. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.
35. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

36. In the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

Assignment of Interest

37. A Member's financial interest in the Company can only be assigned to another Member and cannot be assigned to a third party except with the unanimous consent of the remaining Members.
38. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's Interests in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

39. In the event of a dissociation or the dissolution of the Company, each Member will have an equal financial interest in the Company.
40. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.
41. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

42. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.

43. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
- a. in satisfaction of liabilities to creditors except Company obligations to current Members;
 - b. in satisfaction of Company debt obligations to current Members; and then
 - c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

Records

44. The Company will at all times maintain accurate records of the following:
- a. Information regarding the status of the business and the financial condition of the Company.
 - b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.
 - c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.
 - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.
 - e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.
45. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Books of Account

46. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

47. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

48. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Tax Treatment

49. This Company is intended to be treated as a partnership, for the purposes of Federal and State Income Tax.

Tax Matters Partner

50. The tax matters partner will be Dennis H Goering (the "Tax Matters Partner"). The Tax Matters Partner will prepare, or cause to be prepared, all tax returns and reports for the Company and make any related elections that the Members may deem advisable.
51. A Tax Matters Partner can voluntarily withdraw from the position of Tax Matters Partner or can be appointed or replaced by a majority of the Voting Members. In the event of a withdrawal of the Tax Matters Partner from the Company, the remaining Members will appoint a successor as soon as practicable.

Annual Report

52. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:
- a. A copy of the Company's federal income tax returns for that fiscal year.
 - b. Income statement.
 - c. Balance sheet.
 - d. Cash flow statement.
 - e. A breakdown of the profit and loss attributable to each Member.

Goodwill

53. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

54. The Members submit to the jurisdiction of the courts of the State of Iowa for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Force Majeure

55. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

56. No Member may do any act in contravention of this Agreement.

57. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
58. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.
59. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
60. No Member may confess a judgment against the Company.
61. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

Indemnification

62. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

63. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

64. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

65. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Actions Requiring Unanimous Consent

66. The following actions will require the unanimous consent of all Members:
- a. Incurring Company liabilities over \$200.00.
 - b. Incurring a single transaction expense over \$200.00.
 - c. Endangering the ownership or possession of Company property including selling, transferring or loaning any Company property or using any Company property as collateral for a loan.

Amendment of this Agreement

67. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

Title to Company Property

68. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

Miscellaneous

69. Time is of the essence in this Agreement.
70. This Agreement may be executed in counterparts.
71. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.
72. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

73. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.
74. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.
75. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.
76. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

Definitions

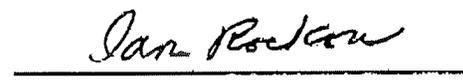
77. For the purpose of this Agreement, the following terms are defined as follows:
- a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.
 - b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.
 - c. "Distributions" means a payment of Company profits to the Members.
 - d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.
 - e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.

- f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).
- g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- h. "Principal Office" means the office whether inside or outside the State of Iowa where the executive or management of the Company maintain their primary office.
- i. "Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

IN WITNESS WHEREOF the Members have duly affixed their signatures under hand and seal on this 8th day of September, 2016.


Dennis H Goering (Member)


Renee Rockow (Member)


Dan Rockow (Member)



Julie Goering (Member)

CERTIFICATE OF ORGANIZATION
OF

Pine Ridge Estates Island
Management, LLC

The undersigned Organizer of a limited liability company organized under the Iowa Limited Liability Company Act, Chapter 489, Code of Iowa, does hereby adopt the following for such limited liability company.

ARTICLE 1
NAME OF THE LIMITED LIABILITY COMPANY

The name of the limited liability company shall be Pine Ridge Estates Island Management, LLC

ARTICLE 11
REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the limited liability company is 520 Whispering Pines, Polk City, Iowa 50226. The initial registered agent at such address is Dennis H Goering.

ARTICLE 111
PRINCIPAL OFFICE

The address of the principal office of the limited liability company is 520 Whispering Pines, Polk City Iowa 50226

ARTICLE IV
PERIOD OF DURATION

The limited liability company's existence shall commence upon the acceptance of this Certificate of Organization by the Secretary of State of Iowa for filing and shall continue for a period of fifty, (50) years, unless sooner dissolved pursuant to the terms of its operating agreement, or as otherwise provided by law.

ARTICLE V
WRITTEN OPERATING AGREEMENT

Any operating agreement executed by the members of the limited liability company, and any amendments or restatements therefor shall be in writing. The limited liability company shall be a multiple member limited liability company.

ARTICLE VI
MANAGERS

The business and affairs of the limited liability company shall be governed by a manager. The actions of a member or any other person acting in any capacity other than as a manager of the limited liability company shall not bind the limited liability company.

ARTICLE 1.711
LIMITATION OF LIABILITY MANAGER

A manager of the limited liability company shall not be liable to the limited liability company or its members for monetary damages for breach of fiduciary duty as a manager; provided, however, that this limitation of liability does not apply to any of the following:

- 1. Breach of the manager's duty of loyalty to the limited liability company or its members.
- 2. Acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law.
- 3. Transaction from which the manager derives an improper personal benefit or a wrongful distribution in violation of Iowa Code Section 489.405

IN WITNESS WHEREOF, the aforesaid organizer has caused the execution of the foregoing Certificate of Organization on this day 2nd day of September 2016.



Dennis H Goering, Organizer of
Pine Ridge Estates Island Management, LLC

RESOLUTION NO. 2016-93

A RESOLUTION APPROVING THE PINE RIDGE ISLAND EASEMENT AGREEMENT BETWEEN THE CITY OF POLK CITY, IOWA AND PINE RIDGE ESTATES ISLAND MANAGEMENT LLC.

WHEREAS, Pine Ridge Estates Island Management LLC has submitted an Easement agreement for the island at the entrance of Pine Ridge Dr. from HWY 415; and

WHEREAS, a copy of the limited liability company documentation, together with evidence that the LLC Account has funds sufficient for installation of the island and landscaping has been submitted; and

WHEREAS, the island design and engineering dimensions and plant material has been submitted to demonstrate the SUDAS standards have been sufficiently met; and

WHEREAS, a timetable for the installation of the island and the landscaping has been included with the Easement agreement; and

WHEREAS, the City Engineers and City Attorney have reviewed the legal documents and recommend approval; and

WHEREAS, Pine Ridge Estates Island Management LLC is responsible to pay all of the City's legal and engineering fees associated with this project, currently estimated at \$1240.00.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the Island Easement Agreement attached hereto as Exhibit 1 with Pine Ridge Estates Island Management LLC and authorizes the Mayor to sign the Agreement on behalf of the City.

BE IT FURTHER RESOLVED, the City's engineering and attorney fees associated with this project shall be collected from the Pine Ridge Estates Island Management LLC by November 7, 2016.

PASSED AND APPROVED the 24th day October 2016.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

RESOLUTION NO. 2016-94

A RESOLUTION APPROVING THE REMOVAL OF THE PINE RIDGE ISLAND

WHEREAS, the City Council of Polk City finds there is benefit to the citizens of Polk City with the removal of the Pine Ridge Estates Island; and

WHEREAS, the City Council of Polk City believes it to be in the best interest of the City to remove the remaining island, pave and prepare the area for turn lanes at the intersection of Pine Ridge Dr. and Highway 415.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Polk City, Iowa hereby approves the removal of the island at the entrance of Pine Ridge Drive and Highway 415 and the installation of turn lanes at the intersection.

BE IT FURTHER RESOLVED, that the City staff is directed to remove the remaining island, pave and prepare the island for turn lanes.

PASSED AND APPROVED the 24th day October 2016.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk