

Agenda
Notice of Meeting
Polk City | City Council

June 24, 2019 | 6:00 pm
City Hall | Council Chambers
Broadcast live at <https://polkcityia.gov/page/LiveStream>

Tentative Meeting Agenda

Jason Morse | Mayor

Jeff Walters | Pro Tem

City Council Members: David Dvorak | Mandy Vogel | Ron Anderson | Rob Sarchet

1. Call to Order

2. Roll Call

3. Approval of Agenda

4. Public Comments: This is the time and place for comments for any item other than those that are a Public Hearing. If you wish to speak, please 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

- a. City Council Meeting Minutes for June 10, 2019
- b. Receive and file the P&Z Commission Meeting Minutes for June 17, 2019
- c. Claims listing dated June 24, 2019
- d. May 2019 Finance Report
- e. Resolution 2019-51 approving transfer of funds
- f. Resolution 2019-52 approving City Salaries
- g. Resolution 2019-53 identifying expenditures and funding source LOST FY 19
- h. Resolution 2019-55 setting Public Hearing on July 22, 2019 at 6pm for the proposed Voluntary Annexation of Berggren Farms
- i. Resolution 2019-56 setting Public Hearing on July 22, 2019 at 6pm for the proposed Rezoning Berggren Farms
- j. Resolution 2019-57 setting Public Hearing on July 22, 2019 at 6pm for the proposed Voluntary Annexation of Miller Property
- k. Resolution 2019-58 setting Public Hearing on July 22, 2019 at 6pm on a proposed amendment to the Polk City Comprehensive Plan; Future Land Use map regarding the Miller Property
- l. Resolution 2019-59 setting Public Hearing on July 22, 2019 at 6pm for the proposed Rezoning Miller Property
- m. Resolution 2019-60 setting Public Hearing on July 8, 2019 at 6pm on a proposed amendment to the Polk City Comprehensive Plan; Future Land Use map regarding 301 Walnut
- n. Resolution 2019-61 setting Public Hearing on July 8, 2019 at 6pm for the proposed Rezoning 301 Walnut
- o. Agreement for sidewalk installation with William Kullander, 1200 North Drive
- p. Agreement for sidewalk installation with Fandel Holdings LLC, The Creamery at 221 W. Broadway
- q. Resolution 2019-62 approving a 28E agreement between City of Polk City and Polk County Attorney
- r. Promote Part-Time Officer Matt Aswegan to Full-Time Officer position at an annual rate of \$54,033.07 effective August 1, 2019
- s. Accept Becky Leonard's resignation effective July 2, 2019
- t. Hire Danyl Fahey for the Summer Rec program at \$7.75 per hour effective July 10, 2019
- u. Hire Angela McGough for the Summer Rec program at \$9.50 per hour effective July 10, 2019

- v. Twelve-month Class B Beer (BB) (Includes Wine Coolers) Liquor License with Living Quarters and Sunday Sales for Qube Hotel effective July 1, 2019
- w. Agreement for transportation services for the Summer Rec Program between North Polk Community School District and the City of Polk City

6. Business Items

- a. Contract with PFM for a Sanitary Sewer Rate Study in the amount of \$6,500.00
- b. Resolution 2019-54 approving Snyder and Associates April 2019 invoice in the amount of \$26,987.50

7. Reports & Particulars

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

8. Adjournment

--next meeting date July 8, 2019

MEETING MINUTES
The City of Polk City
City Council Meeting
6:00 p.m., Monday, June 10, 2019
City Hall

Polk City, City Council held a meeting at 6:00 p.m., on June 10, 2019. The Agenda was posted at the City Hall office as required by law. **These tentative minutes reflect all action taken at the meeting.**

<p>Mayor and City Council Members Present: Jason Morse Mayor Jeff Walters Pro Tem Dave Dvorak City Council Member Mandy Vogel City Council Member via phone Ron Anderson City Council Member Robert Sarchet City Council Member</p>	<p>Staff Members Present: Don Sandor Interim City Administrator Lindsey Huber Assistant City Administrator/Finance Director Jenny Gibbons City Clerk Amy Beattie City Attorney Trace Kendig Police Chief Jim Mitchell Fire Chief Jamie Noack Library Director</p>
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1. **Call to Order** | Mayor Morse called the meeting to order at 6:00 p.m.
2. **Roll Call** | Dvorak, Vogel (via phone), Walters, Anderson, Sarchet | In attendance
3. **Approval of Agenda**
MOTION: A motion was made by Dvorak and seconded by Walters to approve the meeting agenda.
MOTION CARRIED UNANIMOUSLY
4. **Public Comments** | None
5. **Consent Items**
MOTION: A motion was made by Sarchet and seconded by Dvorak to approve the consent agenda items
 - a. City Council Meeting Minutes for May 28, 2019
 - b. Receive and file the Parks Meeting Minutes for June 3, 2019
 - c. Claims listing dated June 10, 2019
 - d. Twelve-month Tobacco Permit for Kum & Go Store # 135 effective July 1, 2019
 - e. Receive and file the May 2019 Water Report
 - f. Hire the following individuals for Summer Rec positions, pending successful completion of background:
 - Assistant Director, Willa Harvey (Philpott) at \$10.50 per hour
 - Group Leaders
 - Michelle Bakken, \$10 per hour
 - Nicole Pierce, \$9.50 per hour
 - Alex Fahey, \$9.50 per hour
 - Katherine Mueller, \$9.50 per hour
 - Brandi Halterman, \$9.50 per hour
 - Madison Fowler, \$9 per hour
 - Skyler Park, \$9 per hour
 - Group Assistants
 - Lauren Jaschke, \$8 per hour
 - Evan Bakken, \$8 per hour
 - Kaitlyn Richards, \$8 per hour
 - Grace Vandrekol, \$8 per hour
 - Caden McCoy, \$7.75 per hour
 - Kaden Halterman, \$7.75 per hour
 - Isabelle Friedman, \$7.75 per hour
 - Taryn Jackson, \$7.75 per hour

- g. Receive and file the Library Board Meeting Minutes for May 6, 2019
- h. Receive and file the May 2019 Library Stats Report
- i. Receive and file the May 2019 Library Director Report
- j. Receive and file Library Resolution 2019-01L accepting donation items from the Friends of the PC Library
- k. A twelve months Class E Liquor License with Class B Native Wine permit, Class C Beer permit and Sunday Sales privileges for Casey's General Store #1144 located at 1100 S 3rd Street effective August 9, 2019
- l. Receive and file the April 2019 Fire Department Report

MOTION CARRIED UNANIMOUSLY

6. Business Items

- a. ***MOTION:*** A motion was made by Sarchet and seconded by Anderson to approve Resolution 2019-50 authorizing \$2,000 fund commitment for the Iowa Community Vision project

MOTION CARRIED UNANIMOUSLY

7. Reports & Particulars | Mayor, Council, City Administrator, Staff, Boards, and/or Commissions

- Fire Chief Mitchell and Police Chief Kendig presented information regarding Polk County's requirement for radio upgrades and the requirement to accept new agreement prior to September 1, 2019
- Police Chief Kendig praised Lieutenant Siepker for a significant arrest despite only an average of 10 hours per week working on the street in addition to his Lieutenant responsibilities
- Chamber Administrator, Bridget DeVos announced exciting news that RVTV selected Polk City to be the host town for the first night of RVTV week on September 9, 2019. Activities on the Square will be from approximately 330p-1030p including live broadcasts. DeVos has formed a steering committee and will work with City Department Heads to ensure a safe and fun family friendly event.
- Library Director, Jamie Noack remarked the Library has been full and busy since school let out for the summer. Mayor Morse thanked Noack for a good job on the kickoff event on the square and keeping the kids entertained.
- Council Member Anderson asked that Council and Staff keep the 3rd Street rejuvenation project and connectivity to Wolf Creek in mind during the Community Visioning process to gain accessibility throughout town. Mayor Morse said it is on the list and will have to be looked at again to determine priority ranking and funding possibilities.
- Council Member Sarchet said the 3rd Public Information meeting for Iowa 141 and Iowa 415 corridor Study is being held Tuesday, June 18, 2019 at 5pm at Jester Park Lodge.
- Council Member Dvorak recognized Jamie for her attendance to three events recently for networking and staying involved and informed. He thanked her for taking the initiative.

8. Adjournment

MOTION: A motion was made by Anderson and seconded by Dvorak to adjourn at 6:44 p.m.

MOTION CARRIED UNANIMOUSLY

Next Meeting Date – Monday, June 24, 2019 at 6:00 p.m.

Jason Morse, Mayor

Attest

Jenny Gibbons, City Clerk

MEETING MINUTES
The City of Polk City
Planning and Zoning Commission
6:00 p.m., Monday, June 17, 2019
City Hall

Polk City, Planning and Zoning Commission (P&Z) held a meeting at 6:00 p.m., on June 17, 2019. 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>P&Z Commission Members Present:</u> Doug Ohlfest Chair Ron Hankins P&Z Commission Member Deanna Triplett P&Z Commission Member Krista Bowersox P&Z Commission Member Justin Vogel P&Z Commission Member Doug Sires P&Z Commission Member</p> <p><u>P&Z Commission Members Absent:</u> Dennis Dietz Pro Tem</p>	<p><u>Staff Members Present:</u> Don Sandor Interim City Administrator Kathleen Connor City Engineering Representative Becky Leonard Deputy City Clerk</p> <p><u>Additional Attendees:</u> Rob Sarchet Councilmember</p>
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1. **Call to Order** | Chair Ohlfest called the meeting to order at 6:00p.m.
2. **Roll Call** | Hankins, Triplett, Ohlfest, Bowersox, Vogel, Sires | In attendance
 Dietz | Absent
3. **Approval of Agenda**
 Chair Ohlfest advised that Agenda Item 6, the Site Plan for Edgewater Pointe Plat 3, Lot 2 was removed at the request of the petitioner
MOTION: A motion was made by Hankins and seconded by Vogel to approve the agenda as amended.
MOTION CARRIED UNANIMOUSLY
4. **Audience Items** | No discussion items
5. **Approval of Meeting Minutes**
MOTION: A motion was made by Hankins and seconded by Vogel to approve the May 20, 2019 meeting minutes.
YES: Vogel, Hankins, Triplett, Dietz
ABSTAIN: Bowersox, Sires
MOTION CARRIED
- ~~6. Consider motion to recommend Council approve the Site Plan for Edgewater Pointe Plat 3 Lot 2~~
7. **Comprehensive Plan Amendment for the revision of future land use for 301 Walnut from Low Density Residential to Mixed Use**

Jeremy Lindley with Lindley Enterprises reported that the rezoning request would be to switch the property to commercial use since it had previously been operating as a bait shop for the past several years. Some ideas from interested buyers would be to re-open the bait shop, pet grooming, air bnb with the bait shop, or a possible restaurant. Lindley asked about the site plan recommendation listed in the engineer memo.

Connor stated that the fact that the bait shop was previously grandfathered would expire after a period of time since the bait shop closed. Because there is no site plan on record, it is recommended that if a site plan is presented, it could depict compatible uses so that parking and signage requirements can be evaluated. Connor reported that the comprehensive plan would need to be amended to reflect the future land use from low density residential to mixed use. This amendment would fit with the historic

use of the property. Connor further advised that the Commission may want to consider restricting certain high-intensity uses on this site, given parking constraints. Alternatively, their recommendation could require a site plan to be approved prior to issuance of the certificate of occupancy for any new use or issuance of a building permit which would then become a stipulation in the rezoning ordinance. The Site Plan will allow the city to review issues such as parking and signage for new commercial uses on this site. The Commission asked if the site plan requirement could be waived if the Bait Shop were re-opened. Connor explained the bait shop represents a non-conforming use that was closed for business in December of 2018. Per Code, the bait shop use is grandfathered in for a period of one year after the use was discontinued; therefore staff agreed it would be reasonable to waive the requirement for a site plan if the Bait Shop were to re-open before the end of December, 2019.

Lindley inquired about the timeline in which the rezoning request would be approved and was advised that a public hearing for rezoning would be set at an upcoming Council meeting and then it will take three subsequent Council meetings to pass three readings of the Ordinance rezoning the property. The site plan will be a stipulation in the Ordinance, but will not delay approval of the rezoning; instead site plan approval will be required prior to any Certificate of Occupancy or building permit. If a bait shop comes in before mid-December, it would be grandfathered in.

MOTION: A motion was made by Hankins and seconded by Sires on the recommendation to Council to approve the Comprehensive Plan Amendment for the revision of future land use for 301 Walnut from Low Density Residential to Mixed Use subject to the recommendation and comments in the Engineer Memo dated June 7, 2019, including the requirement for Site Plan approval prior to issuance of a Certificate of Occupancy or any building permits for any commercial use, with the exception of a Bait Shop provided said Bait Shop occupies the existing commercial structure prior to one year after the non-conforming Bait Shop uses was discontinued.

MOTION CARRIED UNANIMOUSLY

8. 301 Walnut – Rezoning from R-2 to C-1

MOTION: A motion was made by Hankins and seconded by Sires on the recommendation to Council to approve Rezoning 301 Walnut from R-2 to C-1 subject to the recommendation and comments in the Engineer Memo dated June 7, 2019 noting a correction on item #1 of the recommendation revising “ from Civic to Civic/Commercial” to “from Low Density Residential to Mixed Use”.

MOTION CARRIED UNANIMOUSLY

9. Berggren Farms Voluntary Annexation

Jerrold Ruckle, MJR Development, reported that they're working with the Berggren Family on the parcel to the east of White Tail Ridge to annex into the City and request the area to be rezoned from A-1 to R-1. Ruckle did obtain signatures from nearly every neighboring resident within the city. A concept plan was not presented since the plans for White Tail Parkway are not yet finalized.

Engineer Comments

- This project would include the extension of White Tail Parkway
- The property falls within the service area of the lift station located in TCI Plat 6 and would be served with the same sanitary sewer line as White Tail Ridge
- The water is being installed on NW Hugg, but will need to be extended along NW 72nd Street.
- Future land use in the comprehensive plan is listed as low density residential so no amendment needed

Commission Comments

- Happy to see staff's detailed write-up
- Pleased there were no review comments
- Recommended, if possible, that the developer share the plans for the development with the neighboring residents

The following residents in unincorporated Polk County on the east side of NW Hugg Drive addressed the Commission and stated they were not notified of the annexation and rezoning requests and expressed concern with the future development.

- Greg & Katherine Young

- Teresa Young

Interim City Administrator Sandor advised that voluntary annexation does not require notification while the rezoning notifications are specific to property owners within 250-feet of the rezoning and within the city limits of Polk City.

MOTION: A motion was made by Hankins and seconded by Vogel on the recommendation to Council to approve the Voluntary Annexation of the Berggren Farms subject to the recommendation and comments in the Engineer Memo dated June 6,2019.

MOTION CARRIED UNANIMOUSLY

10. Berggren Farms - Rezoning from A-1 to R-1

MOTION: A motion was made by Hankins and seconded by Bowersox on the recommendation to Council to approve Rezoning the Berggren Farms to be annexed from A-1 to R-1 subject to the recommendation and comments in the Engineer Memo dated June 6,2019.

MOTION CARRIED UNANIMOUSLY

11. Miller Property Voluntary Annexation

Josh Trygstad, Civil Design Advantage, reported he was not representing the owners requesting the annexation, but did prepare the exhibits as City Engineering Representative Connor had requested and could answer any questions related to the annexation in general, but couldn't speak on behalf of the applicant.

- 33 acres located at the southwest corner of NW Hugg Drive and N 3rd Street
- Area is currently undeveloped with the exception of a couple houses and the rest is farm field

Engineer Comments

- Sanitary sewer in the Wolf Creek area are designed to extend to this area
- The water main will be extended from Wolf Creek Townhomes and tie in there
- The Comp Plan includes a 12" water main along NW Hugg Drive and N. 3rd Street that will need to be incorporated into the future development
- This property represents the northern limits of the city's existing sanitary sewer service areas. Prior to further annexation or development in this area, the City will need to plan for a new trunk sewer per the Comprehensive Plan that runs up the west side of 3rd Street to serve the North Service Area
- Will need to plan for future improvements to NW Hugg Drive at some point

The following audience members addressed the Commission and asked about notifications and steps in the rezoning request process.

- Greg & Katherine Young
- Doug Curry, 12365 Hugg Dr

Councilmember Sarchet and Interim City Administrator Sandor explained the role of the Planning and Zoning Commission along with the process of going before Council. At that time, the rezoning request takes three readings by Council before it is approved while the annexation request is approved in one reading.

MOTION: A motion was made by Hankins and seconded by Vogel on the recommendation to Council to approve the Voluntary Annexation of the Miller Property subject to the recommendation and comments in the Engineer Memo dated June 6,2019.

MOTION CARRIED UNANIMOUSLY

12. Comprehensive Plan Amendment for the revision of future land use for the Miller Property from Medium Density Residential to Low Density Residential

Josh Trygstad, Civil Design Advantage, representing the developer, Orton Development Company, requested recommendation of approval for the Comprehensive Plan Amendment from Medium Residential Density to Low Residential Density. Bruce Gates, Orton Development Company, representing the developer was also present and available to answer questions.

- This area would be a buffer between some of the areas to the north

- Gates believed staff was agreeable with low density residential instead of medium residential

Concept plan shows 86 single-family lots

- The topographical survey isn't complete so the concept plan may change
- Access from N. 3rd Street, NW Hugg Drive, and Wolf Creek Drive
- West Trace Drive is not proposed to be extended due to existing drainage way and tree removal and culvert that would be required for construction
- Outlot 3 would be a wet-bottom detention pond for storm water management
- 4' wide public sidewalks will be required on both NW Hugg Drive, N. 3rd Street, and all interior streets

Engineer Comments

- Reiterated the request is to change the area to low residential density versus the medium residential density currently designated on the Comprehensive Plan which would allow townhomes, similar to Wolf Creek townhomes, to be constructed. The developer is requesting less density for detached single-family homes.
- Provided an overview of how the Comprehensive Plan was created

Commission Comments

- Trail connectivity needs to be looked at so that Wolf Creek Townhomes and this future development are connected to the rest of the city
- Extension of West Trace Drive is preferred for continuity; otherwise a cul-de-sac bulb needs to be constructed
- Will take resident feedback into consideration

The following audience members addressed the Commission regarding the rezoning and development concept including request that West Trace Drive not be required to be extended in order to save trees.

- Tim Cooney, 550 N Trace Ct
- Robin Blaylock, 910 Chinook Way
- Aric Sharp, 12500 NW Hugg Dr
- Charlotte Loter, 913 W Trace
- Elaine Shipley, 910 Wolf Creek

MOTION: A motion was made by Hankins and seconded by Triplett on the recommendation to Council to approve the Comprehensive Plan Amendment for the revision of future land use for the Miller Property from Medium Density Residential to Low Density Residential subject to the recommendation and comments in the Engineer Memo dated June 6, 2019.

MOTION CARRIED UNANIMOUSLY

13. Miller Property - Rezoning from A-1 to R-2

MOTION: A motion was made by Hankins and seconded by Triplett on the recommendation to Council to approve the Rezoning of the Miller Property from A-1 to R-2 subject to the recommendation and comments in the Engineer Memo dated June 6, 2019.

MOTION CARRIED UNANIMOUSLY

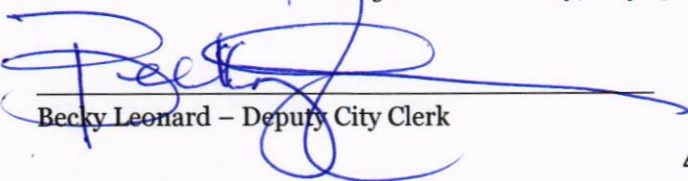
14. **Staff Report** | Interim City Administrator, Don Sandor, reported that Deputy City Clerk Leonard has resigned effective July 1, 2019. The Commission congratulated Leonard and thanked her for her service. Councilmember Sarchet reported that the City Manager process is progressing and advised the Commission to save July 11th on their calendar with more details to come.

15. **Commission Report** | No report

16. Adjournment

MOTION: A unanimous motion was made to adjourn at 7:19p.m.

Next Meeting Date – Monday, July 15, 2019


Becky Leonard – Deputy City Clerk

CLAIMS REPORT

The City of Polk City

For **6/24/2019**

DEPARTMENT	FUND	VENDOR	EXPENSE TYPE	AMOUNT
CH	GENERAL	AHLERS & COONEY	URBAN RENEWAL	\$5,679.50
CH	GENERAL	AUREON TECHNOLOGY	MONTHLY MANAGED BACK-UP	\$1,068.00
CH	GENERAL	CATCH DES MOINES	JAN-MAR 2019 HOTEL/MOTEL TAX	\$828.60
CH	GENERAL	CENTURY LINK	PHONE SERVICE	\$590.46
CH	GENERAL	CITY LAUNDERING	FIRST AID SUPPLIES	\$54.69
CH	GENERAL	G.C.M.O.A.	ANNUAL MEMBERSHIP	\$35.00
CH	GENERAL	HINSON CONSULTING	CITY MANAGER SEARCH PMT 1	\$4,200.00
CH	GENERAL	IOWA LEAGUE OF CITIES	MEMBER DUES FY19-20	\$1,988.00
CH	GENERAL	JENNY GIBBONS	REIMBURSEMENT-MILEAGE	\$22.62
CH	GENERAL	LINDSEY HUBER	CELL PHONE STIPEND	\$40.00
CH	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$349.73
CH	GENERAL	MIDLAND POWER CO-OP	STREET LIGHTING	\$224.12
CH	GENERAL	MMIT BUSINESS SOLUTIONS GROUP	COPIER RENTAL	\$148.37
CH	GENERAL	RHT TECHNOLOGIES, LLC	VOIP CABELING/LABOR	\$435.70
CH	GENERAL	VERIZON WIRELESS	PHONE AND DATA PLAN	\$40.01
CIVIL DEFENSE	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$111.81
COMM RM	GENERAL	CITY LAUNDERING	FIRST AID SUPPLIES	\$55.44
COMM RM	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$10.35
COMM RM	GENERAL	MIKE'S METRO LOCK & SAFE	CABINET LOCKS	\$245.00
COMM RM	GENERAL	RHT TECHNOLOGIES, LLC	VOIP CABELING/LABOR	\$435.70
FD	GENERAL	440-PRAXAIR DISTR. INC.	OXYGEN	\$410.87
FD	GENERAL	ALADTEC INC	SCHEDULING & TIMECLOCK SOFTWARE	\$4,824.00
FD	GENERAL	BOUND TREE MEDICAL	MEDICAL SUPPLIES	\$1,636.31
FD	GENERAL	EMPLOYEE FAMILY RESOURCES	TRAINING	\$350.00
FD	GENERAL	GALL'S INC.	BADGE	\$72.45
FD	GENERAL	JIM MITCHELL	CELL PHONE STIPEND	\$40.00
FD	GENERAL	MEDIX OCCUPATIONAL HEALTH	PHYSICALS	\$1,042.00
FD	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$331.92
FD	GENERAL	P & M APPAREL	DUTY T-SHIRTS	\$1,105.00
FD	GENERAL	RESCUE REIMBURSEMENT	REFUND-OVERPAYMENT	\$103.42
FD	GENERAL	RESCUE REIMBURSEMENT	REFUND-OVERPAYMENT	\$2.04
FD	GENERAL	RHT TECHNOLOGIES, LLC	VOIP CABELING/LABOR	\$1,307.10
FD	GENERAL	SANDRY FIRE SUPPLY L.L.C.	FIRE HOSE	\$228.00
FD	GENERAL	VERIZON WIRELESS	PHONE AND DATA PLAN	\$345.12
FD	GENERAL	WEX	FUEL	\$745.96
LIB	GENERAL	AMAZON	BOOKS	\$334.11
LIB	GENERAL	BAKER & TAYLOR	BOOKS	\$34.73
LIB	GENERAL	CENTURY LINK	PHONE SERVICE	\$369.38
LIB	GENERAL	JAMIE NOACK	FY19 MILEAGE	\$601.65
LIB	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$514.28
LIB	GENERAL	TOTAL QUALITY INC.	LAWNCARE	\$219.00
PARKS	GENERAL	BARCO PRODUCTS COMPANY	SPRTS COMPLEX-REPLACE PICNIC	\$2,143.26
PARKS	GENERAL	CITY LAUNDERING	FIRST AID SUPPLIES	\$164.53
PARKS	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$470.48
PARKS	GENERAL	POLK COUNTY HEATING & COOLING	SPORTS COMPLEX-WATER HEATER	\$1,525.00
PARKS	GENERAL	WASTE SOLUTIONS OF IOWA	PORTABLE TOILET RENTAL	\$240.00
PD	GENERAL	ATLAS HOLDINGS DBA SSV CONCEPT	DEPT PISTOL TRAINING	\$1,000.00
PD	GENERAL	JEREMY SIEPKER	CELL PHONE STIPEND	\$40.00
PD	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$331.91
PD	GENERAL	MIDWEST OFFICE TECHNOLOGY	COPIER RENTAL	\$33.00
PD	GENERAL	NELSON AUTOMOTIVE	UNIT 23-WINDSHIELD WIPER REPAI	\$131.01
PD	GENERAL	RANGEMASTERS TRAINING CENTER	RIFLE SUPPRESSORS AND INSTALL	\$1,050.00
PD	GENERAL	TRACE KENDIG	CELL PHONE STIPEND	\$40.00
PD	GENERAL	WEX	FUEL	\$2,032.47
PW	GENERAL	MENARDS	SUPPLIES	\$207.20
PW	GENERAL	VERIZON WIRELESS	PHONE AND DATA PLAN	\$418.00
PW	GENERAL	WEX	FUEL	\$1,566.98
STREET	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$3,956.27
STREET	GENERAL	MIDLAND POWER CO-OP	STREET LIGHTING	\$191.79
ROAD	ROAD	C F I	2 TIRES-CASE ENDLOADER	\$4,430.00
ROAD	ROAD	CENTURY LINK	PHONE SERVICE	\$103.30
ROAD	ROAD	IOWA D.O.T.	SIGN TUBING	\$916.75

CLAIMS REPORT

The City of Polk City

For

6/24/2019

DEPARTMENT	FUND	VENDOR	EXPENSE TYPE	AMOUNT
ROAD	ROAD	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$145.98
ROAD	ROAD	MOWBILITY SALES & SERVICE	CHAINSAW CHAINS	\$61.60
ROAD	ROAD	SPRAYER SPECIALITIES INC	PARTS/SUPPLIES	\$30.12
ROAD	ROAD	VAN-WALL EQUIPMENT	NEW STRING TRIMMER	\$379.95
SEWER	SEWER	ACCUJET LLC	JET/VAC SEWER-TWELVE OAKS	\$2,622.52
SEWER	SEWER	CENTURY LINK	PHONE SERVICE	\$274.95
SEWER	SEWER	CITY LAUNDERING	FIRST AID SUPPLIES	\$76.44
SEWER	SEWER	IOWA ONE CALL	UNDERGROUND LOCATIONS	\$299.00
SEWER	SEWER	KIMBALL MIDWEST	SUPPLIES	\$252.60
SEWER	SEWER	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$4,043.54
SEWER	SEWER	MIDWEST OFFICE TECHNOLOGY	COPIER RENTAL	\$44.00
SEWER	SEWER	MUNICIPAL SUPPLY CO.	MAINTENANCE SUPPLIES	\$2,405.00
SEWER	SEWER	PLUMB SUPPLY	THREAD SEAL TAPE	\$44.41
TIF	TIF	3100 LLC	TIF PAYMENT	\$14,575.18
TIF	TIF	FAREWAY STORES	TIF PAYMENT	\$13,446.33
TIF	TIF	POLK CITY COMMERCIAL CENTER	TIF PAYMENT	\$7,128.24
TIF	TIF	POLK CITY DENTAL LLC	TIF PAYMENT	\$20,728.91
TIF	TIF	TWELVE OAKS, LLC	TIF PAYMENT	\$47,150.00
WATER	WATER	CENTURY LINK	PHONE SERVICE	\$57.38
WATER	WATER	CORE AND MAIN	VALVE KEY	\$439.56
WATER	WATER	FERGUSON WATERWORKS	METER	\$692.12
WATER	WATER	HAWKINS INC	CHLORINE	\$581.80
WATER	WATER	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$1,903.19
TOTAL				\$169,555.21
		GENERAL		\$46,722.34
		ROAD USE		\$6,067.70
		SEWER		\$10,062.46
		TIF		\$103,028.66
		WATER		\$3,674.05
		TOTAL		\$169,555.21



POLK CITY - A City For All Seasons -

Monthly Finance Report

May 31, 2019

City of Polk City
Cash and Investment Reconciliation
All Funds
05/31/2019

Cash Basis Fund Balances	<u>\$ 9,889,413.04</u>
Investments	\$ 4,637,233.08
Grinnell State Bank Business Checking- 0.60%	5,277,033.10
Outstanding Transactions	<u>(24,853.14)</u>
Total	<u>\$9,889,413.04</u>

Summary of Investments

Luana Savings Bank Money Market- 1.81%	\$ 1,613,784.49
Luana Savings Bank Certificate of Deposit- 1.85%	\$ 1,527,878.34
Grinnell State Bank Certificate of Deposit- 2.45%	1,049,633.62
Grinnell State Bank Business Money Market- 1.45%	445,932.63
IPAIT Investment Account	<u>4.00</u>
	\$ 4,637,233.08

City of Polk City
Cash Balance Summary
05/31/2019

Fund	Cash Balance April 30, 2019	Revenues	Expenditures	Cash Balance May 31, 2019
General Fund	\$ 4,366,696.10	\$ 317,189.77	\$ 247,608.55	\$ 4,436,277.32
Road Use Tax	89,187.50	41,206.47	33,518.84	\$ 96,875.13
Tax Increment Financing	239,348.18	15,252.34	-	\$ 254,600.52
Low Moderate Income	1,534,665.41	1,089.43	-	\$ 1,535,754.84
PC Comm. Lib Trust	15,847.55	-	-	\$ 15,847.55
Asset Forfeiture	257.50	-	-	\$ 257.50
Debt Service	252,043.46	18,027.48	257,225.00	\$ 12,845.94
Capital Improvements	(40,622.71)	-	38,288.87	\$ (78,911.58)
Capital Projects Water Project	2,238,460.40	-	-	\$ 2,238,460.40
Water Utility	579,623.00	88,973.37	47,438.38	\$ 621,157.99
Sewer Utility	684,561.59	116,326.48	44,644.64	\$ 756,243.43
Total	<u>\$ 9,960,067.98</u>	<u>\$ 598,065.34</u>	<u>\$ 668,724.28</u>	<u>\$ 9,889,413.04</u>

**City of Polk City
Revenue Summary by Fund
05/31/2019**

Fund	2014-15 Actual	2015-16 Actual	2016-17 Actual	2017-18 Actual	2018-19 Budget	As of May 31, 2019	Variance	Percent (1)
General Total	4,277,764.45	5,669,696.18	5,335,202.89	4,650,658.30	4,588,831.00	4,896,124.92	307,293.92	107%
Road Use Total	357,044.52	422,393.91	425,317.38	436,103.13	430,000.00	405,782.77	(24,217.23)	94%
TIF Total	329,248.10	361,874.17	205,235.86	300,221.00	336,600.00	337,044.66	444.66	100%
L.M.I Total	276,204.44	15,431.41	55,242.83	70,839.08	85,651.00	50,249.25	(35,401.75)	59%
PC Comm. Library Trust	-	0.00	0.00	20,000.00	0.00	0.00	-	0%
Asset Forfeiture Total	0.00	0.00	610.00	0.00	0.00	0.00	-	0%
Debt Service Total	15,545.00	271,892.45	137,160.00	136,215.00	324,408.00	318,472.51	(5,935.49)	98%
Capital Improvements Total	10,565.58	2,334,810.55	908,704.56	1,128,651.95	1,659,793.00	1,391,793.00	(268,000.00)	84%
Capital Water Project	-	0.00	0.00	60,000.00	2,961,568.00	2,961,568.80	0.80	100%
Water Total	573,693.18	611,146.22	788,088.93	954,955.00	776,000.00	959,391.78	183,391.78	124%
Sewer Total	2,245,617.33	639,078.61	761,007.40	870,631.50	994,500.00	1,217,803.38	223,303.38	122%
Total Of All Revenues	8,085,682.60	10,326,323.50	8,616,569.85	8,628,274.96	12,157,351.00	12,538,231.07	380,880.07	103%

(1) May is 91.6% of the fiscal year

**City of Polk City
Expenditures Report
05/31/19**

Account Title	2014-15 Actual	2015-16 Actual	2016-17 Actual	2017-18 Actual	2018-19 Budget	As of May 31, 2019	Variance	Percent (1)
Police Total	624,209.37	643,613.46	728,089.33	751,430.58	755,669.00	729,821.47	25,847.53	97.12%
Civil Defense Total	5,244.84	6,435.51	7,180.70	4,009.83	5,300.00	4,435.35	864.65	110.61%
Fire Total	409,535.04	465,724.29	456,504.44	479,940.15	766,369.00	699,933.17	66,435.83	145.84%
Building/Housing Total	350,502.01	327,498.79	461,270.52	423,623.74	376,892.00	373,551.60	3,340.40	88.18%
Dog Control Total	649.96	312.48	603.70	1,438.29	2,000.00	1,133.84	866.16	78.83%
Road Use Total	177,432.95	149,997.73	154,726.93	102,308.96	124,984.00	77,959.84	47,024.16	76.20%
Street Lighting Total	50,037.07	60,371.53	55,632.71	52,756.68	60,000.00	45,434.71	14,565.29	86.12%
Other Public Works (Theft)	-	16,455.60	0.00	0.00	0.00	0.00	0.00	0.00%
Env.Health Services Total	2,719.42	111.40	3,627.80	246.25	5,000.00	4,382.00	618.00	1779.49%
Library Total	233,590.26	265,792.84	240,329.49	273,480.58	285,933.00	257,255.94	28,677.06	94.07%
Parks Total	235,941.09	223,617.65	316,853.97	366,446.16	496,093.00	492,705.66	3,387.34	134.46%
Community Center Total	17,270.78	12,302.68	9,948.52	10,034.75	5,400.00	9,071.89	(3,671.89)	90.40%
Economic Development Total	19,252.50	125,000.00	0.00	0.00	0.00	0.00	0.00	0.00%
Mayor Council Total	188,380.18	203,903.88	206,759.19	218,058.58	219,120.00	276,818.53	(57,698.53)	126.95%
Policy Administration	423,236.43	413,582.81	449,960.55	383,042.40	373,269.00	332,271.51	40,997.49	86.75%
Elections	-	1,601.70	0.00	0.00	0.00	0.00	0.00	0.00%
City Attorney Total	25,314.31	60,882.41	58,341.69	42,445.52	56,000.00	64,423.71	(8,423.71)	151.78%
City Hall Total	118,597.03	107,208.09	145,468.76	120,905.77	113,300.00	220,164.38	(106,864.38)	182.10%
Other City Government Total	63,850.95	60,858.86	69,790.51	195,182.76	186,700.00	141,769.24	44,930.76	72.63%
Capital Improvements	-	-	0.00	500,000.00	0.00	0.00	0.00	0.00%
Transfer Total	0	2,606,703.00	1,032,160.00	1,260,230.68	1,100,000.00	832,000.00	268,000.00	66.02%
General Total	2,945,764.19	5,751,974.71	4,397,248.81	5,185,581.68	4,932,029.00	4,563,132.84	368,896.16	165.12%
Road Use Total	310,082.86	347,488.01	294,350.76	674,279.15	477,852.00	456,325.35	21,526.65	95.50%
TIF Total	330,884.71	359,125.48	206,347.94	243,221.00	336,600.00	142,492.25	194,107.75	42.33%
L.M.I Total	43,078.03	6,745.00	0.00	7,294.00	36,000.00	27,512.00	8,488.00	76.42%
PC Comm. Lib Trust Fund Total					8,500.00	4,152.45	4,347.55	48.85%
Asset Forfeiture Total	0.00	0.00	152.50	0.00	0.00	200.00	-200.00	0.00%
Debt Service Total	150,042.45	137,395.00	137,160.00	136,215.00	320,854.00	305,626.57	15,227.43	95.25%
Capital Improvements Total	941,446.57	1,450,384.16	945,265.38	1,129,054.79	1,654,793.00	1,470,704.58	184,088.42	88.88%
Capital Water Project Total					805,000.00	783,108.40	21,891.60	97.28%
Water Total	535,075.87	676,504.07	611,971.91	919,479.44	723,854.00	632,113.00	91,741.00	87.33%
Sewer Total	2,245,810.25	614,973.35	514,735.07	619,795.77	1,177,601.00	1,137,989.90	39,611.10	96.64%
Total Of All Expenses	7,502,184.93	9,344,589.78	7,107,232.37	8,914,920.83	10,473,083.00	9,523,357.34	949,725.66	90.93%

(1) May is 91.6% of the fiscal year

City of Polk City
Summary of Funds for Fiscal Year
05/31/19

	Revenues	Expenses	Net Difference (R-E)	Note
General Total	\$4,896,124.92	\$4,563,132.84	\$332,992.08	
Road Use Total	\$405,782.77	\$456,325.35	(\$50,542.58)	Previous fiscal year carryover offsets difference. \$147,417.71
TIF Total	\$337,044.66	\$142,492.25	\$194,552.41	
L.M.I Total	\$50,249.25	\$27,512.00	\$22,737.25	
PC Library Trust Fund Total	\$0.00	\$4,152.45	(\$4,152.45)	Previous fiscal year carryover offsets difference. \$20,000.00
Asset Forfeiture Total	\$0.00	\$200.00	(\$200.00)	Previous fiscal year carryover offsets difference. \$457.50
Debt Service Total	\$318,472.51	\$305,626.57	\$12,845.94	
Capital Improvements Total	\$1,391,793.00	\$1,470,704.58	(\$78,911.58)	Transfer from GF in June
Capital Water Project Total	\$2,961,568.80	\$783,108.40	\$2,178,460.40	
Water Total	\$959,391.78	\$632,113.00	\$327,278.78	
Sewer Total	\$1,217,803.38	\$1,137,989.90	\$79,813.48	
Total	<u>\$12,538,231.07</u>	<u>\$9,523,357.34</u>	<u>\$3,014,873.73</u>	

RESOLUTION NO. 2019-51

A RESOLUTION APPROVING FUNDS TRANSFER

WHEREAS, during the fiscal year, interfund transfers are sometimes necessary to fund activities or transactions in other funds; and

WHEREAS, most City revenues are recorded into the General Fund and transfers are periodically made to fund debt service payments, subsidize the activities of other funds, or for a special use; and

WHEREAS, the following transfers need to be authorized for FY 18/19:

<i>Amount</i>	<i>From Fund</i>	<i>To Fund</i>	<i>Purpose</i>
\$39,464.00	TIF Fund	LMI Fund	LMI Disbursement
\$78,912.00	General Fund	Capital Projects	Capital Projects Funding

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Polk City, Iowa that the Finance Director/Assistant City Administrator of the City of Polk City Iowa is hereby authorized to make the funds transfers listed above.

PASSED AND APPROVED the 24 day of June 2019.

Jason Morse, Mayor

Attest:

Jenny Gibbons, City Clerk

RESOLUTION NO. 2019-52

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF POLK CITY IOWA:

The following persons and positions named shall be paid the salary or wages indicated and the Director of Finance is authorized to issue warrants/checks/electronic payments, less legally required or authorized deductions from the amounts set out below, and make such contribution to I.P.E.R.S. and Social Security or other purposes as required by law or authorization of the Council, all subject to audit and review by the Council.

**A RESOLUTION UPDATING AND CONFIRMING THE SALARIES FOR THE STAFF OF THE OF THE CITY OF
POLK CITY**

Non Union Full Time Employees	Position	Salaries
Franzen	Public Works Supervisor	\$ 74,513.46
Gibbons	City Clerk	\$ 60,446.68
Godfrey	Public Works	\$ 51,548.63
Howard	Public Works	\$ 47,828.35
Huber	Assistant City Administrator/Finance Dir.	\$ 83,506.80
Mitchell	Fire Chief	\$ 83,200.00
Moeckly	Public Works	\$ 49,920.00
Reece	Public Works	\$ 42,333.82
Schulte	Public Works Director	\$ 87,639.71
Siepkner	Police Lieutenant	\$ 80,069.18
Part Time Employees	Position	Hourly Rate
Jacobson	PT Police Assistant	\$ 18.21
Pierre	PT Public Works	\$ 15.60

BY ORDER OF THE CITY COUNCIL, the new salaries as set above will go into effect July 01, 2019.
PASSED AND APPROVED this 24th day of June 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

RESOLUTION 2019-53

**A RESOLUTION IDENTIFYING CERTAIN FY 19/20 BUDGET
EXPENDITURES AND IDENTIFYING THEIR FUNDING SOURCE**

WHEREAS, by the election language utilized when Local Option Sales Tax (LOST) was originally passed fifty percent (50%) of the funding was to go to property tax relief; and

WHEREAS, the City Council of the City of Polk City believes it to be good policy to identify those areas LOST is the funding source;

NOW, THEREFORE, BE IT RESOLVED, the following items and associated amounts are hereby identified as being paid by LOST in the FY 19/20 Budget; where otherwise these items would be an additional tax on the properties within Polk City.

Curb-It Recycling	\$ 60,000.00
PCDC- Economic Development	\$ 75,000.00
Fire Department SCBAS	\$ 100,000.00
I.P.E.R.S Employer Share	\$ 116,087.00
Total	\$ 351,087.00

NOW, THEREFORE, BE IT FURTHER RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the above designated list as the expenditures and their funding sources for FY 19/20.

PASSED AND APPROVED the 24th day of June 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

RESOLUTION NO. 2019-55

RESOLUTION PROVIDING FOR THE GIVING OF NOTICE AND HEARING OF THE CITY COUNCIL REGARDING THE REQUESTED ANNEXATION OF PROPERTY OWNED BY BERGGREN FARMS LLC. INTO THE CITY OF POLK CITY, IOWA

WHEREAS, the Berggren Farms LLC. have requested annexation of certain real estate to the City of Polk City, Iowa:

LEGAL DESCRIPTION:

The East ½ of the Southeast ¼ of Section 26, Township 81 North, Range 25 West of the 5th P.M., Polk County, Iowa.

AND

All that part of the East ½ of the Northeast ¼ of Section 35, Township 81 North, Range 25 West of the 5th P.M., Polk County, Iowa, lying North of the public highway.

AND

Abutting NW Hugg Drive right-of-way lying in the East ½ of the Northeast ¼ of Section 35, Township 81 North, Range 25 West of the 5th P.M., Polk County, Iowa, lying north of the NW Hugg Drive centerline.

AND

Abutting NW 72nd Street right-of-way lying in the East ½ of the Northeast ¼ of Section 35, Township 81 North, Range 25 West of the 5th P.M., Polk County, Iowa, lying west of the NW 72nd Street centerline.

LAYMAN'S DESCRIPTION:

Property in Polk County, Iowa lying North of NW Hugg Drive

WHEREAS, Iowa Code Section 368.7 provides that notice of the Annexation shall be published in an official county newspaper at least fourteen days prior to the action by the City Council; and

WHEREAS, said Section provides that a copy of requested Annexation shall be mailed by certified mail to the County Board of Supervisors at least fourteen business days, and the City is also mailing by regular mail to the Chairperson of the Board of Supervisors, to all Public Utilities serving the area, and to all non-consenting owners of property to be annexed and each owner of property which adjoins the territory at least fourteen days, prior to the action of the City Council.

WHEREAS, the City Council of the City of Polk City, Iowa deems it appropriate that a public hearing be held on such proposed annexation.

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

1. A public hearing before this Council on the annexation described in the preamble to this resolution is hereby set for 6:00 P.M. on the 22nd day of July 2019.
2. The City Clerk is authorized and directed to publish notice of such hearing at the time and manner required by law.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

Published in the Des Moines Business Record on July 12, 2019.

ANNEXATION EXHIBIT

DEVELOPER

MJR DEVELOPMENT, LLC
 ATTN: JARROD RUCKLE
 1425 NW HUGG DRIVE
 POLK CITY, IA 50226

ZONING

EXISTING: AG - AGRICULTURAL
 PROPOSED: R-1 - SINGLE FAMILY DETACHED RESIDENTIAL

REZONING DESCRIPTION

A ONE-SIXTH (1/6) INTEREST IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 26, AND THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, LYING NORTH OF HIGHWAY, ALL IN TOWNSHIP 81 NORTH, RANGE 25, WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

REZONING ADDRESS

12609 NW HUGG DR
 POLK CITY, IOWA 50226

PROPOSED ANNEXATION
 12609 NW HUGG DRIVE
 POLK CITY, IOWA 50226

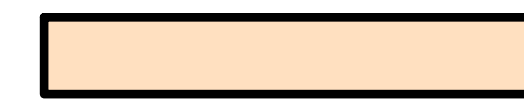
NW 72ND STREET

NW HUGG DRIVE

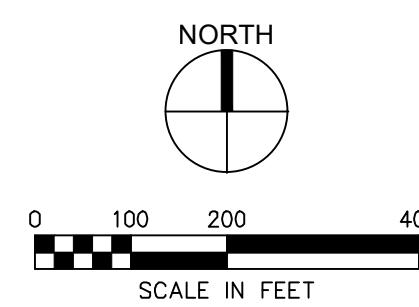
POLK CITY LIMITS

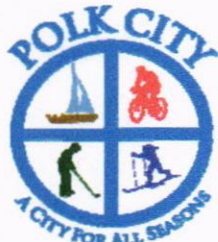


POLK CITY PROPERTIES



PROPOSED ANNEXATION





APPLICATION FORM FOR REZONINGS

City of Polk City, Iowa

- FOR OFFICE USE ONLY -

Date: _____ Amount: _____ Rec'd by: _____

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Thank you for your interest in the City of Polk City!

It is the responsibility of the applicant (owner, developer and consultants) to compare their project submittal to City Code and this checklist and ensure that all items and requirements are included. If an application is substantially incomplete, the review will be delayed and the review schedule will be amended.

Project Name: Berggren Farm
Address: 12609 NW Hugg Dr
Current Zoning: Ag **Proposed Zoning:** R1-Residential
Parcel Area: 100.233 **Area to be Rezoned:** 100.233 acres

Applicant: *The Rezoning Petition MUST be signed by Property Owner to be considered a valid Petition.*

Property Owner: Berggren Farms LLC
 Street Address: PO Box 36 Telephone No.: 641-328-4270
 City, State: Le Grand, IA 50142 Email Address: bvberggren@me.com

Site Plan Application Fee:

1 Acre or Less:	\$85
More than 1 Acre:	\$200

Amount Paid: \$ 200.00

City Engineering Review Fees:

City Engineering review fees are charged on an hourly basis. If desired, the applicant may request an estimate of review fees once a valid Petition for Rezoning has been submitted.

Documents to be Included with Initial Submitted:

✓ If Provided	Document
	Completed Petition for Rezoning, signed by property owners
	List of Zoning Restrictions, if any are proposed
	Completed Table of all Property Owners within the 250' Buffer consenting to the proposed rezoning, with all applicable signatures
	Completed Consent Table listing the area of each parcel lying within the 250' Buffer, exclusive of ROW, and indicating the percentage of property owners that are consenting to the rezoning, based on area. (50% Consent is required)
	Rezoning Sketch depicting proposed zoning boundary line, all parcels within the 250' buffer area, and ownership of each parcel
	Legal description of the proposed rezoning boundary in Word format.
	Two address labels and two stamps for each property owner within buffer area
	Master Plan; only if rezoning to PUD or R-4 Mobile Home Parks.

**APPLICATION FOR VOLUNTARY ANNEXATION
TO THE CITY OF POLK CITY, IOWA**

To: City Council of Polk City
112 Third Street
Polk City, IA 50226

The undersigned; Berggren Farms, a/an LLC; constituting all the legal and equitable owners of a parcel of land (the "Property") within the annexation territory adjoining the City of Polk City (the "Annexation Territory"), hereby voluntarily requests that said Property be annexed to, and made a part of, the City of Polk City, Iowa. Said Property is legally described on Exhibit "A". Said Property, along with said Annexation Territory, is shown on Exhibit "B".

Berggren Farms LLC
<Insert Name> Robert Berggren

By: _____

Date _____

Title: _____

Witness: _____

Filed with the City Clerk of Polk City on the _____ day of _____, 2014

PETITION FOR REZONING

TO: Planning and Zoning Commission,
Mayor, and City Council

We, the undersigned owners of the following described property:

100.223 acres at 12609 NW Hugg Dr Legally described as;
78.0 acres - E 1/2 SE 1/4 Less 2A RD SEC 26-81-25 and
17.233 acres - LT 1146 NLY & WLY of RD OP SEC 35-81-25

Request that said property be rezoned from its present Zoning Classification of Ag
to Zoning Classification R1 for the purpose of

Developing the land for single family
homes.

PROPERTY OWNER:

PROPERTY OWNER (when jointly owned):

Robert Berggren
Owner's Name (please print)

Owner's Name (please print)

Signature

Signature

Berggren Farms LLC
Title (if owned by Inc., LLC, or similar)

The above property owner(s) are herewith providing the following documentation:

- Signatures of owners of at least 50% of the area with a 250' buffer, exclusive of intervening ROW and alleys, surrounding the proposed rezoning (See Page 2)
- Table demonstrating sufficient consent of buffer area property owners (See Page 3)
- Rezoning Sketch depicting proposed zoning boundary line, all parcels within the buffer area, and ownership of each parcel. (To be attached)
- Two stamped and addressed envelopes for each property owner within buffer area which the City Clerk will use for required notice.
- Master Plan if rezoning to PUD or R-4 Mobile Home Parks.

The undersigned owners of property lying outside of said above described tract, but within two hundred and fifty (250) feet of the boundaries thereof, intervening streets and alleys not included in computation of said distance, join in this petition for the purposes of having the above described real estate rezoned from Ag to R1.

PROPERTY OWNERS WITHIN THE 250' BUFFER CONSENTING TO THE PROPOSED REZONING			
Property Owner Name:	Address:	Parcel Acreage (within buffer)	Signature:
Tournament Club of Iowa	1000 Tradition dr. Polk City	3.95	[Signature]
Aric & Amy Swans	12500 NW Hugg Dr Polic City	0.82	[Signature]
Joe Germain	1209 NW Hugg Dr Polk City IA	0.70	[Signature]
Wesley Germain	1209 NW Hugg Dr Polk City IA		[Signature]
MJR Development	1425 NW Hugg Dr	15.78	[Signature]
Adam & Lori Vanderkast	1201 NW Hugg Dr	0.77	

Note: Attach additional sheets as required to include all signatures.

The first...
...
...
...

0.85
0.75

1001 W. 1st St. Dr. 10.78
1001 W. 1st St. Dr. 10.77
1001 W. 1st St. Dr. 10.78
1001 W. 1st St. Dr. 10.78

James Earl Ray

CONSENT TABLE

(Percentage of Buffer Area Owners Consenting to Proposed Rezoning, by area)

Property Owner	Parcel Area within 250' Buffer (Acres)	% of Total 250' Buffer Area (%)	Consenting % Only (%)
Tournament Club of Iowa	3.95	17.94	17.94
Aric + Amy Sharp	0.82	3.72	3.72
Joe + Kelsay Germain	0.70	3.18	3.18
MJR Developments	15.78	71.66	71.66
Adrian + Lorin Vanderleest	0.77	3.5	
TOTALS	Acres	%	%*

* Must have at least 50% Consent for Proposed Rezoning.

RESOLUTION NO. 2019-56

A RESOLUTION SETTING A PUBLIC HEARING ON THE PROPOSED REZONING OF 95.233 ACRES LOCATED ALONG NW HUGG DRIVE, POLK CITY, IOWA, KNOWN AS BERGGREN FARMS FROM ZONING CLASSIFICATION OF AGRICULTURAL (A-1) TO SINGLE FAMILY DETACHED RESIDENTIAL (R-1)

WHEREAS, Berggren Farms LLC is desirous to rezone property located along NW Hugg Drive, Polk City, Iowa, legally described as:

The East ½ of the Southeast ¼ of Section 26, Township 81 North, Range 25 West of the 5th P.M., Polk County, Iowa.

AND

All that part of the East ½ of the Northeast ¼ of Section 35, Township 81 North, Range 25 West of the 5th P.M., Polk County, Iowa, lying North of the public highway.

AND

Abutting NW Hugg Drive right-of-way lying in the East ½ of the Northeast ¼ of Section 35, Township 81 North, Range 25 West of the 5th P.M., Polk County, Iowa, lying north of the NW Hugg Drive centerline.

AND

Abutting NW 72nd Street right-of-way lying in the East ½ of the Northeast ¼ of Section 35, Township 81 North, Range 25 West of the 5th P.M., Polk County, Iowa, lying west of the NW 72nd Street centerline.

To be rezoned from Agricultural (AG) to Single Family Detached Residential (R-1); and

WHEREAS, the Planning and Zoning Commission has recommended approval for the rezoning at the June 17, 2019 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 July 22, 2019 at 6:00 p.m. in the City Hall Council Chambers, Polk City, Iowa, on the proposal to rezone property located along NW Hugg Drive, as described above, to be rezoned from Agricultural (A-1) to Single Family Detached Residential (R-1).

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 June 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

REZONING REQUEST

PROPERTY OWNER INFORMATION:

WITHIN POLK CITY LIMITS		OUTSIDE OF POLK CITY LIMITS	
①	MJR DEVELOPMENTS LLC 1425 NW HUGG DR POLK CITY, IA 50226	⑧	YOUNG INVESTMENTS LC 12497 NW HUGG DR POLK CITY, IA 50226
②	JOSEPH GERMAIN & KELSEY CHARLEY-GERMAIN 106 SW KLINE ST ANKENY, IA 50023	⑨	TERESE A YOUNG POB 97 POLK CITY, IA 50226
③	ADAM & LORI VANDER LEEST 1312 BEL AIRE RD POLK CITY, IA 50226	⑩	TERESE A YOUNG POB 97 POLK CITY, IA 50226
④	TOURNAMENT CLUB OF IOWA LLC 1000 TRADITION DR POLK CITY, IA 50226	⑪	TERESE A YOUNG POB 97 POLK CITY, IA 50226
⑤	MJR DEVELOPMENTS LLC 9162 NE 94TH AVE BONDURANT, IA 50035	⑫	YOUNG INVESTMENTS LC 12497 NW HUGG DR POLK CITY, IA 50226
⑥	MJR DEVELOPMENTS LLC 9162 NE 94TH AVE BONDURANT, IA 50035	⑬	TRI J PROPERTIES LLC 3625 NW ASH DR ANKENY, IA 50023
⑦	ARIC & AMY SHARP 12500 NW HUGG DR POLK CITY, IA 50226		

AREA SUMMARY WITHIN POLK CITY LIMITS

OWNER #	OWNER	AREA WITHIN 250' PERIMETER	% AREA WITHIN 250' PERIMETER	% CONSENT
1	MJR DEVELOPMENTS LLC	13.46 ACRES	61.12%	
2	JOSEPH GERMAIN & KELSEY CHARLEY-GERMAIN	0.70 ACRES	3.18%	
3	ADAM & LORI VANDER LEEST	0.77 ACRES	3.50%	
4	TOURNAMENT CLUB OF IOWA LLC	3.95 ACRES	17.94%	
5	MJR DEVELOPMENTS LLC	0.03 ACRES	0.14%	
6	MJR DEVELOPMENTS LLC	2.29 ACRES	10.40%	
7	ARIC & AMY SHARP	0.82 ACRES	3.72%	
TOTAL:		22.02 ACRES	100.00%	

DEVELOPER

MJR DEVELOPMENT, LLC
ATTN: JARROD RUCKLE
1425 NW HUGG DRIVE
POLK CITY, IA 50226

ZONING

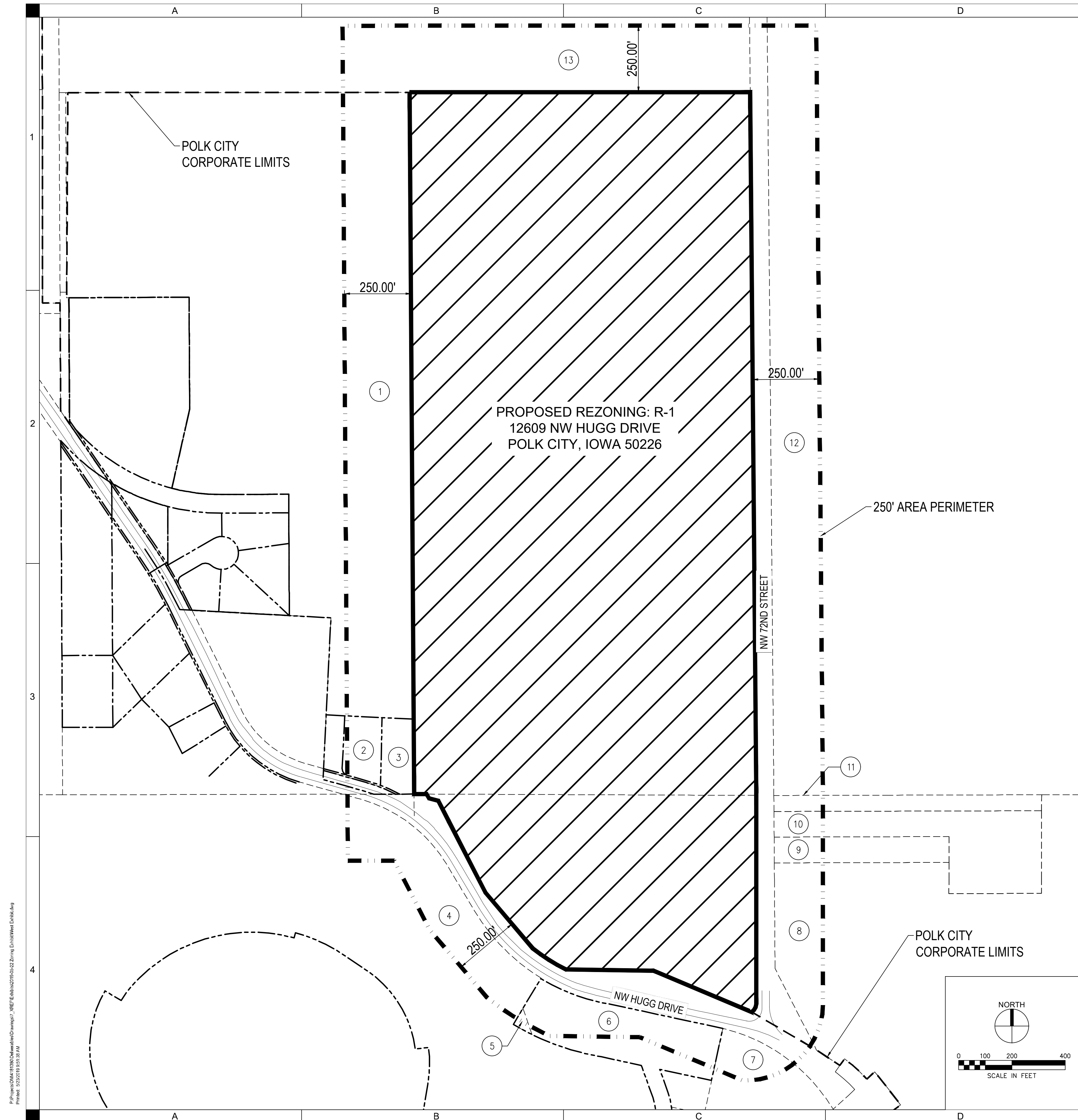
EXISTING: AG - AGRICULTURAL
PROPOSED: R-1 - SINGLE FAMILY DETACHED RESIDENTIAL

REZONING DESCRIPTION

A ONE-SIXTH (1/6) INTEREST IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 26, AND THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, LYING NORTH OF HIGHWAY, ALL IN TOWNSHIP 81 NORTH, RANGE 25, WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

REZONING ADDRESS

12609 NW HUGG DR
POLK CITY, IOWA 50226



SHIVEHATTERY
ARCHITECTURE + ENGINEERING
4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266
515.223.8104 | fax: 515.223.0622 | www.shivehattery.com
Iowa | Illinois | Indiana

POLK CITY REZONING REQUEST
MJR DEVELOPMENTS LLC
1425 NW HUGG DRIVE, POLK CITY, IOWA 50226

PRELIMINARY
- NOT FOR
CONSTRUCTION

DRAWN:	TLS
APPROVED:	---
ISSUED FOR:	REZONING
DATE:	2019-05-22
PROJECT NO:	4181380
FIELD BOOK:	---
CLIENT NO.:	---

REZONING
REQUEST

C:\Users\DLA\OneDrive\Documents\Projects\2019\20190522\Zoning\City\West\CityBook.dwg
Printed: 5/22/2019 8:51:38 AM

RESOLUTION NO. 2019-57

RESOLUTION PROVIDING FOR THE GIVING OF NOTICE AND HEARING OF THE CITY COUNCIL REGARDING THE REQUESTED ANNEXATION OF PROPERTY OWNED BY BETTYLEE MILLER, KARLA SAMO AND FLOYD NEAL MILLER INTO THE CITY OF POLK CITY, IOWA

WHEREAS, the Bettylee Miller, Karla Samo and Floyd Neal Miller have requested annexation of certain real estate to the City of Polk City, Iowa:

LEGAL DESCRIPTION:

THE SOUTH 20.34 ACRES OF THE EAST 25 ACRES OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, LYING SOUTH OF THE PUBLIC HIGHWAY, OVER AND ACROSS SAID 25 ACRES, A/K/A LOT 1 LYING SOUTH OF HUGG DRIVE, P. WERUMS SUBDIVISION, POLK COUNTY, IOWA, LOCALLY KNOWN AS 12370 NW HUGG DRIVE, POLK CITY, IOWA, EXCEPT THAT PART CONVEYED TO POLK COUNTY IN THE WARRANTY DEED RECORDED IN BOOK 6867, PAGE 292.

AND

THE SOUTHWEST 12.69 ACRES OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SUBJECT TO EASEMENTS OF RECORD.

LAYMAN'S DESCRIPTION:

Property in Polk County, Iowa lying South of NW Hugg Drive

WHEREAS, Iowa Code Section 368.7 provides that notice of the Annexation shall be published in an official county newspaper at least fourteen days prior to the action by the City Council; and

WHEREAS, said Section provides that a copy of requested Annexation shall be mailed by certified mail to the County Board of Supervisors at least fourteen business days, and the City is also mailing by regular mail to the Chairperson of the Board of Supervisors, to all Public Utilities serving the area, and to all non-consenting owners of property to be annexed and each owner of property which adjoins the territory at least fourteen days, prior to the action of the City Council.

WHEREAS, the City Council of the City of Polk City, Iowa deems it appropriate that a public hearing be held on such proposed annexation.

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

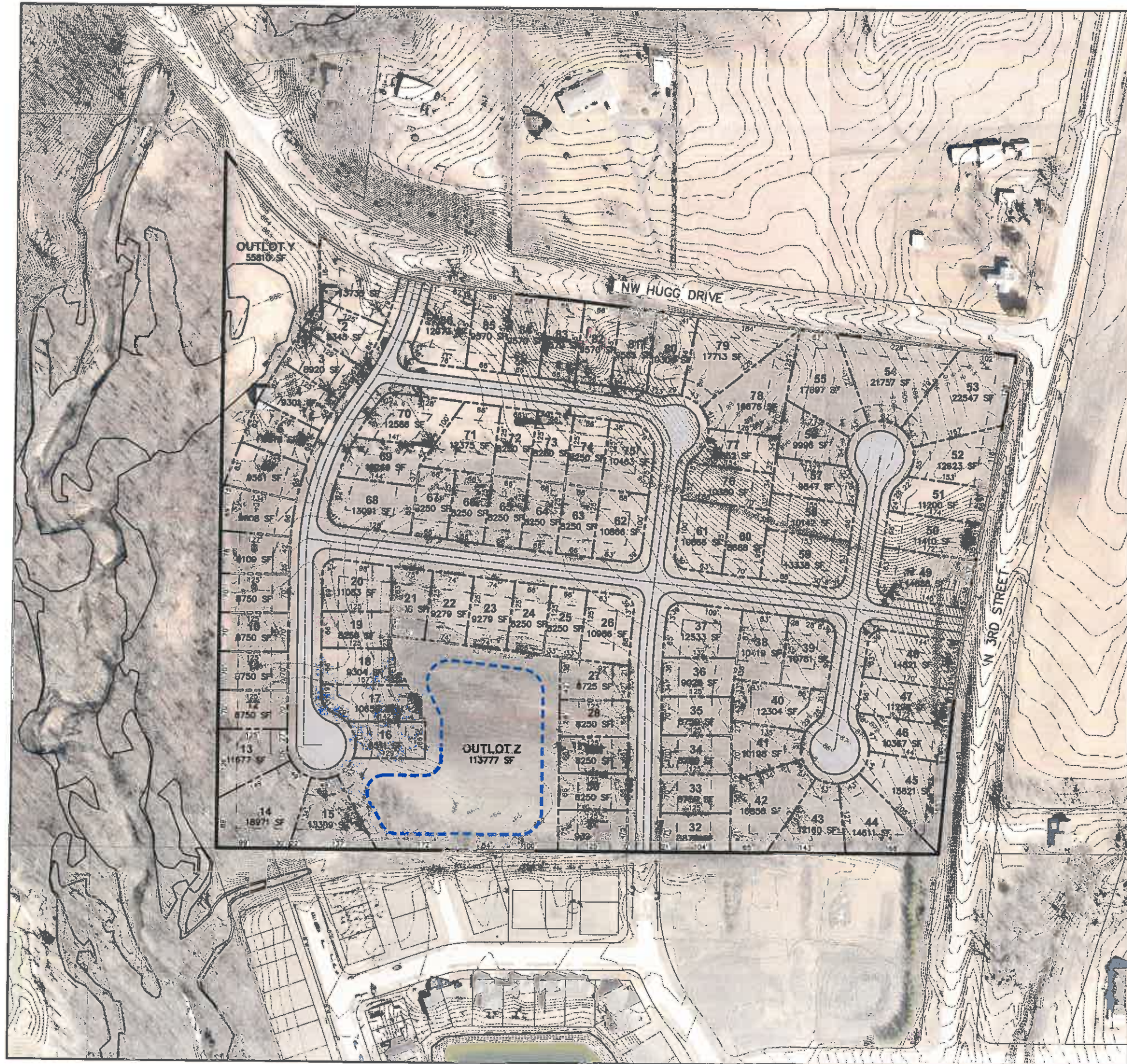
1. A public hearing before this Council on the annexation described in the preamble to this resolution is hereby set for 6:00 P.M. on the 22nd day of July 2019.
2. The City Clerk is authorized and directed to publish notice of such hearing at the time and manner required by law.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

Published in the Des Moines Business Record on July 12, 2019.



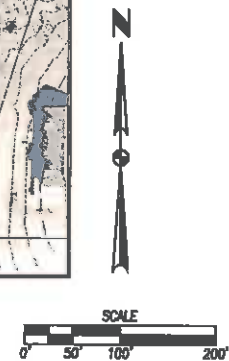
LOT SUMMARY

70' LOTS
 LOTS 1-15
 LOTS 32-37

66' LOTS
 LOTS 16-31
 LOTS 37-86

R-2 BULK REGULATIONS

30' FRONT YARD SETBACK
 35' REAR YARD SETBACK
 8' SIDE YARD SETBACK



DATE: 04/11/10
 TIME: 10:00 AM
 DRAWN BY: J. H. HARRIS
 CHECKED BY: J. H. HARRIS
 DATE PLOTTED: 4/11/10 10:00 AM
 CHANGES:

DATE	04/11/10
REVISIONS	
CONCEPT	CONCEPT
ENGINEER	
TECH	

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

CIVIL DESIGN ADVANTAGE

POLK CITY, IOWA

MILLER PROPERTY
CONCEPT 2

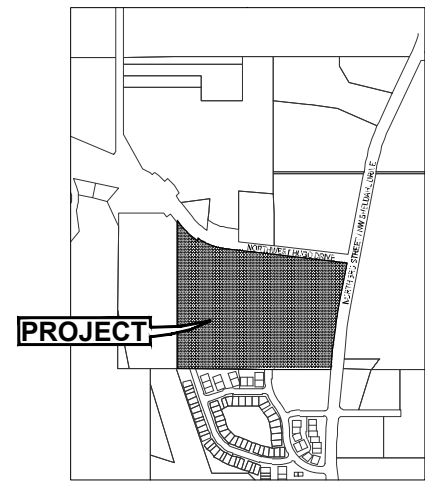
1/1
 1904.178

ANNEXATION EXHIBIT 'B'



VICINITY MAP

NOT TO SCALE



OWNER

BETTYLEE MILLER, KARLA SAMO, AND FLOYD NEAL MILLER
403 W VAN DORN ST.
POLK CITY, IA 50226

DEVELOPER

ORTON DEVELOPMENT COMPANY
CONTACT: BRUCE GATES
2280 WOODLANDS PARKWAY
CLIVE, IA 50325

LEGAL DESCRIPTION

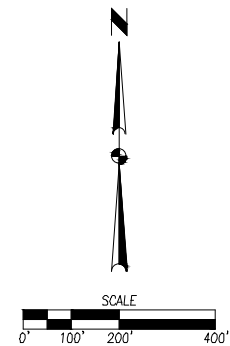
THE SOUTH 20.34 ACRES OF THE EAST 25 ACRES OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, LYING SOUTH OF THE PUBLIC HIGHWAY, OVER AND ACROSS SAID 25 ACRES, A/K/A LOT 1 LYING SOUTH OF HUGG DRIVE, P. WERUMS SUBDIVISION, POLK COUNTY, IOWA, LOCALLY KNOWN AS 12370 NW HUGG DRIVE, POLK CITY, IOWA, EXCEPT THAT PART CONVEYED TO POLK COUNTY IN THE WARRANTY DEED RECORDED IN BOOK 6867, PAGE 292.

AND

THE SOUTHWEST 12.69 ACRES OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SUBJECT TO EASEMENTS OF RECORD.

ZONING

EXISTING: AG
PROPOSED: R-2



FILE: H:\2019\1904178\1904178-ANNEXATION.DWG DATE PLOTTED: 6/2/2019 1:38 PM
PLT: D:\2019\1904178\1904178-ANNEXATION.PLT
PLOTTER: HP DesignJet 2400

DATE	05/22/19
REVISIONS	
PREPARED	
<p>3405 S.E. CROSSROADS DRIVE, SUITE G GRIMES, IOWA 50111 PHONE: (515) 369-4400 FAX: (515) 369-4410</p>	
TECH:	
ENGINEER:	
<p>MILLER PROPERTY ANNEXATION EXHIBIT</p>	
<p>POLK CITY, IOWA</p>	
<p>1 1 1904.178</p>	



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

May 22, 2019

City of Polk City
Attn: Don Sandor
Interim City Administrator
112 Third Street
Polk City, Iowa 50226

RE: Miller Property Rezoning
Polk City
CDA 1904.178

Dear Mr. Sandor;

On behalf of Orton Development, we submit herewith this request for rezoning from AG to R-2. This property contains approximately 33 acres and is located at the southwest corner of the intersection of NW Hugg Drive and N 3rd Street. Please accept this submittal to initiate the rezoning process by setting the public hearing at the next available Planning and Zoning Commission meeting.

Please contact me with any questions.

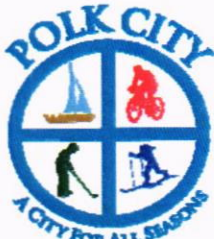
Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Josh Trygstad, P.E.
Project Manager

copy: Bruce Gates, Orton Development
File

Enclosures



APPLICATION FORM FOR REZONINGS

City of Polk City, Iowa

- FOR OFFICE USE ONLY -

Date: _____ Amount: _____ Rec'd by: _____

Thank you for your interest in the City of Polk City!

It is the responsibility of the applicant (owner, developer and consultants) to compare their project submittal to City Code and this checklist and ensure that all items and requirements are included. If an application is substantially incomplete, the review will be delayed and the review schedule will be amended.

Project Name: Miller Property

Address: 12370 NW Hugg Drive

Current Zoning: AG **Proposed Zoning:** R-2

Parcel Area: 20.34 and 12.69 acres **Area to be Rezoned:** 33.03 acres

Applicant: *The Rezoning Petition MUST be signed by Property Owner to be considered a valid Petition.*

Property Owner: Bettylee Miller, Karla Samo and Floyd Neal Miller

Street Address: 403 W Van Dorn Street Telephone No.: _____

City, State: Polk City, Iowa 50226-2123 Email Address: _____

Site Plan Application Fee:

1 Acre or Less:	\$85
More than 1 Acre:	\$200

Amount Paid: \$ 200.00

City Engineering Review Fees:

City Engineering review fees are charged on an hourly basis. If desired, the applicant may request an estimate of review fees once a valid Petition for Rezoning has been submitted.

Documents to be Included with Initial Submitted:

✓ If Provided	Document
X	Completed Petition for Rezoning, signed by property owners
N/A	List of Zoning Restrictions, if any are proposed
X	Completed Table of all Property Owners within the 250' Buffer consenting to the proposed rezoning, with all applicable signatures
X	Completed Consent Table listing the area of each parcel lying within the 250' Buffer, exclusive of ROW, and indicating the percentage of property owners that are consenting to the rezoning, based on area. (50% Consent is required)
X	Rezoning Sketch depicting proposed zoning boundary line, all parcels within the 250' buffer area, and ownership of each parcel
X	Legal description of the proposed rezoning boundary in Word format.
X	Two address labels and two stamps for each property owner within buffer area
N/A	Master Plan; only if rezoning to PUD or R-4 Mobile Home Parks.

PETITION FOR REZONING

TO: Planning and Zoning Commission,
Mayor, and City Council

We, the undersigned owners of the following described property:
THE SOUTH 20.34 ACRES OF THE EAST 26 ACRES OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE 5TH P.M., IOWA LYING SOUTH OF THE PUBLIC HIGHWAY, OVER AND ACROSS SAID 25 ACRES ALSO KNOWN AS LOT 1 LYING SOUTH OF HUGG DRIVE, P. WERUMS SUBDIVISION, POLK COUNTY, IA.
THE SOUTHWEST 12.69 ACRES OF THE SOUTHEAST ONE QUARTER (SE1/4) OF THE NORTHWEST ONE QUARTER (NW1/4) OF SECTION 36, TOWNSHIP 81, RANGE 25, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SUBJECT TO EASEMENTS OF RECORD.

Request that said property be rezoned from its present Zoning Classification of AG
to Zoning Classification R-2 for the purpose of
Residential development

PROPERTY OWNER:

Bettylee Miller Bettylee Miller
Owner's Name (please print)
Bettylee Miller
Signature

PROPERTY OWNER (when jointly owned):

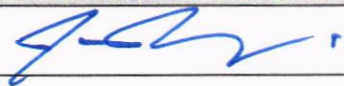
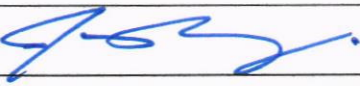
Karla Samo Karla Samo
Owner's Name (please print)
Karla Samo
Signature

Floyd Neal Miller Floyd Neal Miller
Owner's Name (please print)
Floyd Neal Miller
Signature

The above property owner(s) are herewith providing the following documentation:

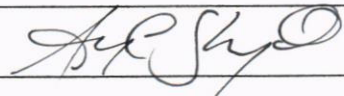
- Signatures of owners of at least 50% of the area with a 250' buffer, exclusive of intervening ROW and alleys, surrounding the proposed rezoning (See Page 2)
- Table demonstrating sufficient consent of buffer area property owners (See Page 3)
- Rezoning Sketch depicting proposed zoning boundary line, all parcels within the buffer area, and ownership of each parcel. (To be attached)
- Two stamped and addressed envelopes for each property owner within buffer area which the City Clerk will use for required notice.
- Master Plan if rezoning to PUD or R-4 Mobile Home Parks.

The undersigned owners of property lying outside of said above described tract, but within two hundred and fifty (250) feet of the boundaries thereof, intervening streets and alleys not included in computation of said distance, join in this petition for the purposes of having the above described real estate rezoned from AG to R-2.

PROPERTY OWNERS WITHIN THE 250' BUFFER CONSENTING TO THE PROPOSED REZONING			
Property Owner Name:	Address:	Parcel Acreage (within buffer)	Signature:
Iowa Asset Acquisition, LLC	2540 73rd Street Urbandale, IA 50322	2.76	
Thomas W. Shipley	910 Wolf Creek Drive Polk City, IA 50226	0.09	
Barbara Chlupach	904 Wolf Creek Drive Polk City, IA 50226	0.09	
Jack Harden	511 Northern Trace Ct. Polk City, IA 50226	0.08	
Robert R. Negrete	521 Northern Trace Ct. Polk City, IA 50226	0.09	
Wolf Creek Townhome Association, LL	10888 Hickman Rd. Ste-3B, Clive, IA 50325	2.50	
Randy D. Benge	909 Chinook Way Polk City, IA 50226	0.09	
Bryce D. Manning	905 Chinook Way Polk City, IA 50226	0.09	
Brain L. Blaylock	910 Chinook Way Polk City, IA 50226	0.09	
Senders Construction, LLC	PO Box 260 Polk City, IA 50226	0.94	
Charlotte Loter	913 W Trace Drive Polk City, IA 50226	0.09	
Jeffery Maynes	909 W Trace Drive Polk City, IA 50226	0.08	
Bruce A . Boland	3818 NW 92nd Pl. Polk City, IA 50226	0.08	
Michael Sparks	908 W Trace Drive Polk City, IA 50226	0.09	
Senders Construction, LLC	904 W Trace Drive Polk City, IA 50226	0.10	
Jeffery Peterson	900 W Trace Drive Polk City, IA 50226	0.09	
James E. Laurion	824 W Trace Drive Polk City, IA 50226	0.01	

Note: Attach additional sheets as required to include all signatures.

The undersigned owners of property lying outside of said above described tract, but within two hundred and fifty (250) feet of the boundaries thereof, intervening streets and alleys not included in computation of said distance, join in this petition for the purposes of having the above described real estate rezoned from AG to R-2.

PROPERTY OWNERS WITHIN THE 250' BUFFER CONSENTING TO THE PROPOSED REZONING			
Property Owner Name:	Address:	Parcel Acreage (within buffer)	Signature:
Timothy D. Cooney	550 Northern Trace Ct. Polk City, IA 50226	0.03	
Richard D. Blanshan	540 Northern Trace Ct. Polk City, IA 50226	0.04	
Donna Bishop-Jensen	530 Northern Trace Ct. Polk City, IA 50226	0.04	
Mark Christensen	520 Northern Trace Ct. Polk City, IA 50266	0.04	
Larry R. Cupp	510 Northern Trace Ct. Polk City, IA 50266	0.04	
Stephen E. Loy	500 Northern Trace Ct. Polk City, IA 50266	0.04	
John E. Ryan	890 Wolf Creek Drive Polk City, IA 50266	0.05	
Tournament Club of Iowa, LLC	1000 Tradition Drive Polk City, IA 50266	0.13	
Aric R. Sharp	12499 NW Hugg Drive Polk City, IA 50266	7.48	

Note: Attach additional sheets as required to include all signatures.

CONSENT TABLE

(Percentage of Buffer Area Owners Consenting to Proposed Rezoning, by area)

Property Owner	Parcel Area within 250' Buffer (Acres)	% of Total 250' Buffer Area (%)	Consenting % Only (%)
Iowa Asset Acquisition, LLC	2.76	18.10 %	18.10 %
Thomas W. Shipley	0.09	0.59 %	---- %
Barbara Chlupach	0.09	0.59 %	---- %
Jack Harden	0.08	0.52 %	---- %
Robert R. Negrete	0.09	0.59 %	---- %
Wolf Creek Townhome Association, LL	2.50	16.39 %	16.39 %
Randy D. Benge	0.09	0.59 %	---- %
Bryce D. Manning	0.09	0.59 %	---- %
Brain L. Blaylock	0.09	0.59 %	---- %
Senders Construction, LLC	0.94	6.16 %	---- %
Charlotte Loter	0.09	0.59 %	---- %
Jeffery Maynes	0.08	0.52 %	---- %
Bruce A. Boland	0.08	0.52 %	---- %
Michael Sparks	0.09	0.59 %	---- %
Senders Construction, LLC	0.10	0.66 %	---- %
Jeffery Peterson	0.09	0.59 %	---- %
James E. Laurion	0.01	0.07 %	---- %

** Must have at least 50% Consent for Proposed Rezoning.*

CONSENT TABLE			
(Percentage of Buffer Area Owners Consenting to Proposed Rezoning, by area)			
Property Owner	Parcel Area within 250' Buffer (Acres)	% of Total 250' Buffer Area (%)	Consenting % Only (%)
Timothy D. Cooney	0.03	0.20 %	---- %
Richard D. Blanshan	0.04	0.26 %	---- %
Donna Bishop-Jensen	0.04	0.26 %	---- %
Mark Christensen	0.04	0.26 %	---- %
Larry R. Cupp	0.04	0.26 %	---- %
Stephen E. Loy	0.04	0.26 %	---- %
John E. Ryan	0.05	0.33 %	---- %
Tournament Club of Iowa, LLC	0.13	0.85 %	---- %
Aric R. Sharp	7.48	49.05 %	49.05 %
TOTALS	15.33 Acres	100 %	83.54 %*

** Must have at least 50% Consent for Proposed Rezoning.*

RESOLUTION NO. 2019-58

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

WHEREAS, Bettylee Miller, Karla Samo and Floyd Neal Miller have submitted a Rezoning Petition for Miller Property which comprises of 33.03 acres, legally described as follows:

THE SOUTH 20.34 ACRES OF THE EAST 25 ACRES OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, LYING SOUTH OF THE PUBLIC HIGHWAY, OVER AND ACROSS SAID 25 ACRES, A/K/A LOT 1 LYING SOUTH OF HUGG DRIVE, P. WERUMS SUBDIVISION, POLK COUNTY, IOWA, LOCALLY KNOWN AS 12370 NW HUGG DRIVE, POLK CITY, IOWA,
AND

THE SOUTHWEST 12.69 ACRES OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SUBJECT TO EASEMENTS OF RECORD.

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 June 17, 2019 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 July 22, 2019 at 6:00 p.m. in the City Hall Council Chambers, Polk City, Iowa, on amending the Polk City Comprehensive Plan for the parcel known as Miller Property by updating its Future Land Use map from medium density residential to low 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 June 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

RESOLUTION NO. 2019-59

A RESOLUTION SETTING A PUBLIC HEARING ON THE PROPOSED REZONING OF 33.03 ACRES LOCATED ALONG NW HUGG DRIVE, POLK CITY, IOWA, KNOWN AS MILLER PROPERTY FROM ZONING CLASSIFICATION OF AGRICULTURAL (A-1) TO ONE & TWO FAMILY RESIDENTIAL (R-2)

WHEREAS, Bettylee Miller, Karla Samo, and Floyd Neal Miller are desirous to rezone property located along NW Hugg Drive, Polk City, Iowa, legally described as:

THE SOUTH 20.34 ACRES OF THE EAST 25 ACRES OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, LYING SOUTH OF THE PUBLIC HIGHWAY, OVER AND ACROSS SAID 25 ACRES, A/K/A LOT 1 LYING SOUTH OF HUGG DRIVE, P. WERUMS SUBDIVISION, POLK COUNTY, IOWA, LOCALLY KNOWN AS 12370 NW HUGG DRIVE, POLK CITY, IOWA,

AND

THE SOUTHWEST 12.69 ACRES OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SUBJECT TO EASEMENTS OF RECORD.

To be rezoned from Agricultural (A-1) to One & Two Family Residential (R-2); and

WHEREAS, the Planning and Zoning Commission has recommended approval for the rezoning at the June 17, 2019 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 July 22, 2019 at 6:00 p.m. in the City Hall Council Chambers, Polk City, Iowa, on proposal to rezone property located along NW Hugg Drive, as described above, to be rezoned from Agricultural (A-1) to One & Two Family Residential (R-2).

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.

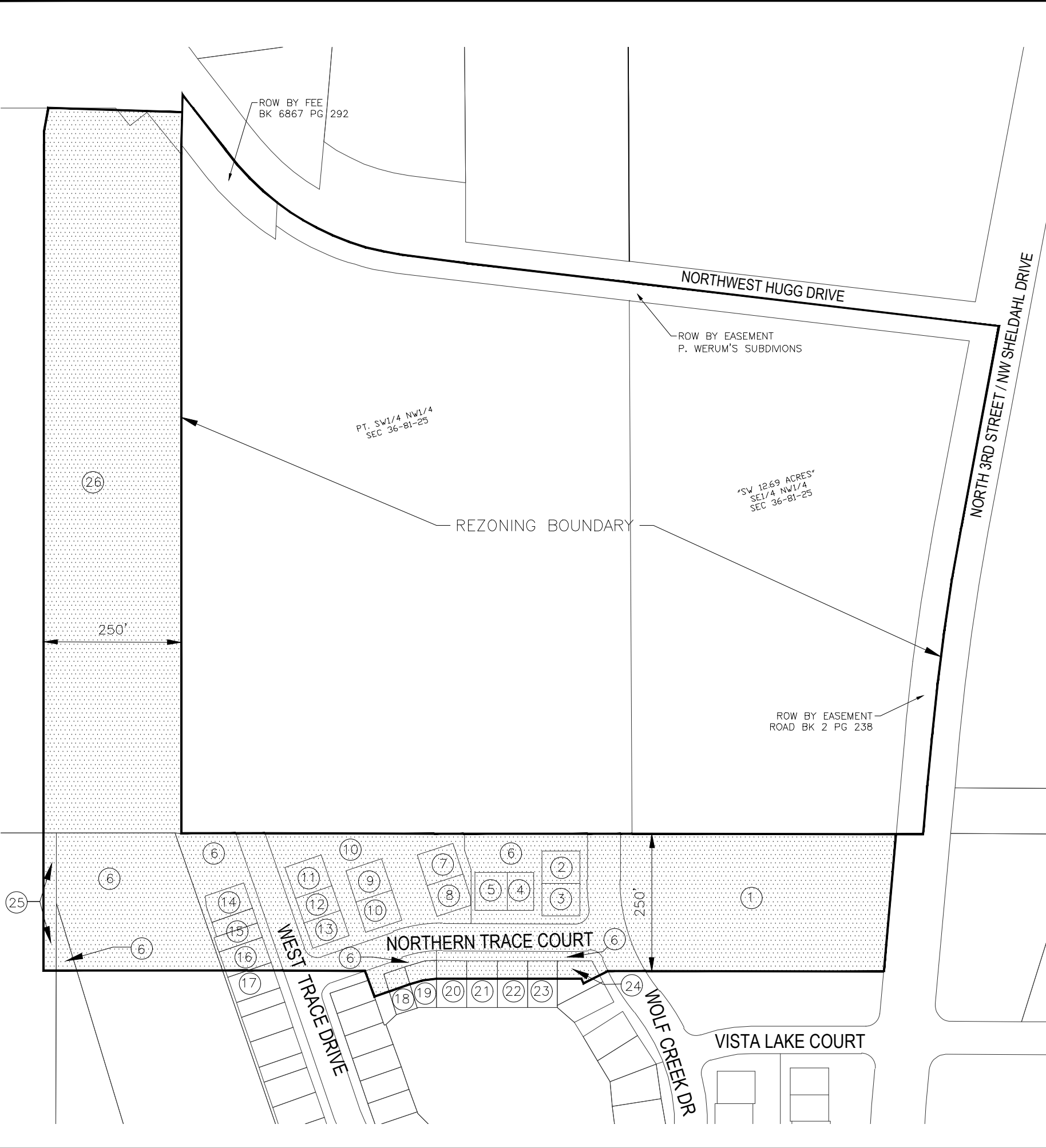
DATED this 24th day of June 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

FILE: H:\2019\1904178\1904178-REZONING.DWG
 COMMENT: DATE PLOTTED: 6/2/2019 3:34 PM
 PLOT DATE: 6/2/2019
 PLOT BY: J. MACK

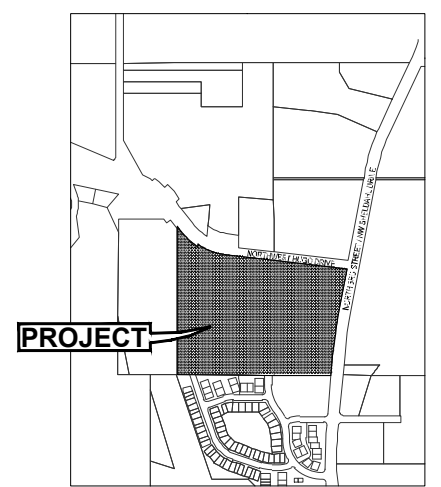


ADJACENT OWNERSHIPS

	Area (ac.)	Area (%)	CONSENTING
1. IOWA ASSET ACQUISITION LLC 2540 73RD ST URBANDALE, IA 50922-4700	2.76	18.10%	18.10%
2. THOMAS W SHIPLEY 910 WOLF CREEK DR POLK CITY, IA 50226	0.09	0.59%	
3. BARBARA CHLUPACH 904 WOLF CREEK DR POLK CITY, IA 50226	0.09	0.59%	
4. JACK HARDEN 511 NORTHERN TRACE CT POLK CITY, IA 50226	0.08	0.52%	
5. ROBERT R NEGRETE 521 NORTHERN TRACE CT POLK CITY, IA 50226-7600	0.09	0.59%	
6. WOLF CREEK TOWNHOME ASSOCIATION C/O STANBROUGH REALTY COMPANY LL 10888 HICKMAN RD STE 3B CLIVE, IA 50925-3715	2.50	16.39%	16.39%
7. RANDY D BERGE 909 CHINOOK WAY POLK CITY, IA 50226-7604	0.09	0.59%	
8. BRYCE D MANNING 905 CHINOOK WAY POLK CITY, IA 50226	0.09	0.59%	
9. BRIAN L BLAYLOCK 910 CHINOOK WAY POLK CITY, IA 50226-7604	0.09	0.59%	
10. SENDERS CONSTRUCTION LLC PO BOX 260 POLK CITY, IA 50226	0.94	6.16%	
11. CHARLOTTE LOTER 913 W TRACE DR POLK CITY, IA 50226-1247	0.09	0.59%	
12. JEFFREY MAYNES 909 W TRACE DR POLK CITY, IA 50226-1247	0.08	0.52%	
13. BRUCE A BOLAND 3818 NW 92ND PL POLK CITY, IA 50226-2078	0.08	0.52%	
14. MICHAEL SPARKS 908 W TRACE DR POLK CITY, IA 50226-1247	0.09	0.59%	
15. SENDER'S CONSTRUCTION LLC 904 W TRACE DR POLK CITY, IA 50226-1247	0.10	0.66%	
16. JEFFREY PETERSON 900 W TRACE DR POLK CITY, IA 50226-1247	0.09	0.59%	
17. JAWES E LAURION 824 W TRACE DR POLK CITY, IA 50226-1246	0.01	0.07%	
18. TIMOTHY D COONEY 550 NORTHERN TRACE CT POLK CITY, IA 50226-7600	0.09	0.20%	
19. RICHARD D BLANSHAN 540 NORTHERN TRACE CT POLK CITY, IA 50226-7600	0.04	0.26%	
20. DONNA BI SHOP-JENSEN 530 NORTHERN TRACE CT POLK CITY, IA 50226-7600	0.04	0.26%	
21. MARK CHRISTENSEN 520 NORTHERN TRACE CT POLK CITY, IA 50226-7600	0.04	0.26%	
22. LARRY R CLUPP 510 NORTHERN TRACE CT POLK CITY, IA 50226-7600	0.04	0.26%	
23. STEPHEN E LOY 500 NORTHERN TRACE CT POLK CITY, IA 50226-7600	0.04	0.26%	
24. JOHN E RYAN 890 WOLF CREEK DR POLK CITY, IA 50226-1240	0.05	0.33%	
25. TOURNAMENT CLUB OF IOWA LLC 1000 TRADITION DR POLK CITY, IA 50226-1221	0.13	0.85%	
26. ARIC R SHARP 12499 NW HUGG DR POLK CITY, IA 50226-7557	7.48	49.05%	49.05%
TOTAL:	15.25	100.00%	83.54%

VICINITY MAP

NOT TO SCALE



OWNER

BETTYLEE MILLER, KARLA SAMO, AND FLOYD NEAL MILLER
 403 W VAN DORN ST
 POLK CITY, IA 50226

DEVELOPER

ORTON DEVELOPMENT COMPANY
 CONTACT: BRUCE GATES
 2280 WOODLANDS PARKWAY
 CLIVE, IA 50325

LEGAL DESCRIPTION

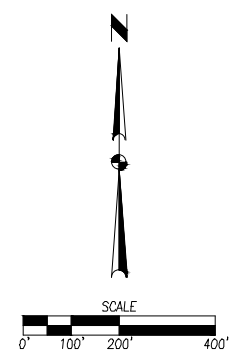
THE SOUTH 20.34 ACRES OF THE EAST 25 ACRES OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, LYING SOUTH OF THE PUBLIC HIGHWAY, OVER AND ACROSS SAID 25 ACRES, A/K/A LOT 1 LYING SOUTH OF HUGG DRIVE, P. WERUMS SUBDIVISION, POLK COUNTY, IOWA, LOCALLY KNOWN AS 12370 NW HUGG DRIVE, POLK CITY, IOWA,

AND

THE SOUTHWEST 12.69 ACRES OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SUBJECT TO EASEMENTS OF RECORD.

ZONING

EXISTING: AG
 PROPOSED: R-2



DATE: 05/22/19

REVISIONS: _____ PREPARED: _____

TECH: _____

ENGINEER: _____

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

ESA
 CIVIL DESIGN ADVANTAGE

POLK CITY, IOWA

MILLER PROPERTY
REZONING MAP

1
 1
 1904.178

RESOLUTION NO. 2019-60

A RESOLUTION SETTING A PUBLIC HEARING AMENDING THE POLK CITY COMPREHENSIVE PLAN FOR THE PARCEL KNOWN AS 301 WALNUT STREET BY UPDATING ITS FUTURE LAND USE MAP FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL

WHEREAS, Lindley Enterprises LLC has submitted a Rezoning Petition for 301 Walnut Street in Polk City, Iowa which comprises of .428 acres, legally described as follows:

GEOPARCEL 261/00078-000-000: THE SOUTHEASTERLY 89 FEET OF LOT 1 AND LOT 3 AND THE INTERVENING ALLEY, ALL LOCATED IN BLOCK 3 OF THE TOWN OF POLK CITY, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA; AND

ABUTTING N. 3RD STREET RIGHT-OF-WAY LYING NORTHWESTERLY OF THE CENTERLINE OF N. 3RD STREET;

AND

ABUTTING WALNUT STREET RIGHT-OF-WAY LYING NORTHEASTERLY OF THE CENTERLINE OF WALNUT STREET.

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 June 17, 2019 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 July 8, 2019 at 6:00 p.m. in the City Hall Council Chambers, Polk City, Iowa, on amending the Polk City Comprehensive Plan for the parcel known as 301 Walnut Street by updating its Future Land Use map from low density residential to commercial.

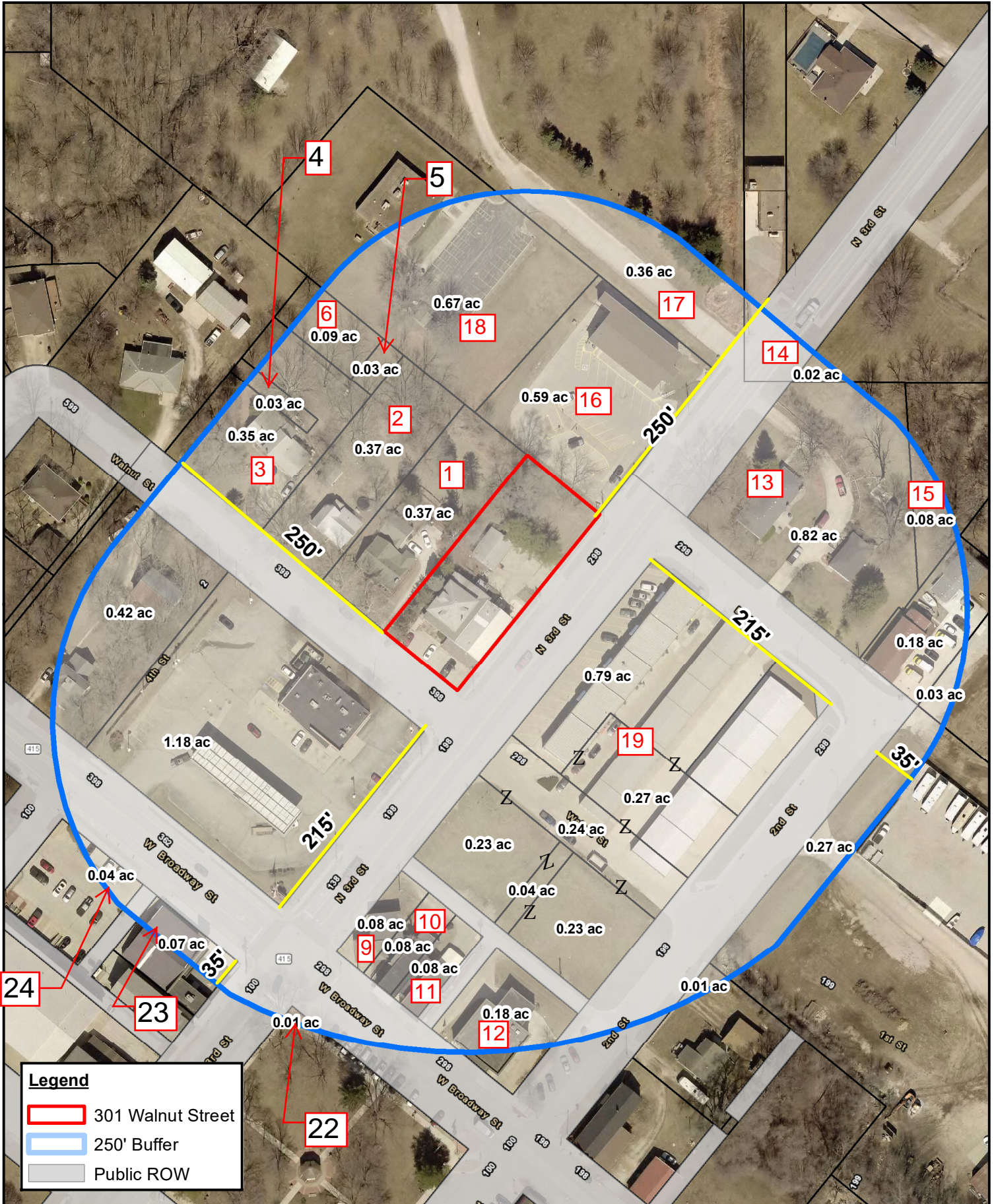
BE IT FURTHER RESOLVED, the City Council authorizes the City Clerk to publish notice of such hearing at the time and in the manner required by law.

DATED this 24th day of June 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk



RESOLUTION NO. 2019-61

A RESOLUTION SETTING A PUBLIC HEARING ON THE PROPOSED REZONING OF .438 ACRES LOCATED AT 301 WALNUT STREET, POLK CITY, IOWA, FROM ZONING CLASSIFICATION OF ONE & TWO FAMILY RESIDENTIAL (R-2) TO CENTRAL BUSINESS DISTRICT (C-1)

WHEREAS, Lindley Enterprises LLC are desirous to rezone property located at 301 Walnut Street, Polk City, Iowa, legally described as:

GEOPARCEL 261/00078-000-000: THE SOUTHEASTERLY 89 FEET OF LOT 1 AND LOT 3 AND THE INTERVENING ALLEY, ALL LOCATED IN BLOCK 3 OF THE TOWN OF POLK CITY, AN OFFICIAL PLAT IN THE CITY OF POLK CITY, POLK COUNTY, IOWA;

AND

ABUTTING N. 3RD STREET RIGHT-OF-WAY LYING NORTHWESTERLY OF THE CENTERLINE OF N. 3RD STREET;

AND

ABUTTING WALNUT STREET RIGHT-OF-WAY LYING NORTHEASTERLY OF THE CENTERLINE OF WALNUT STREET.

To be rezoned from Agricultural (AG) to One & Two Family Residential (R-2); and

WHEREAS, the Planning and Zoning Commission has recommended approval for the rezoning at the June 17, 2019 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 July 8, 2019 at 6:00 p.m. in the City Hall Council Chambers, Polk City, Iowa, on proposal to rezone property located at 301 Walnut Street as described above, to be rezoned from One & Two Family Residential (R-2) to Central Business District (C-1).

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 June 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

**PROPERTY OWNERS WITHIN THE 250' BUFFER
CONSENTING TO THE PROPOSED REZONING
AND CONSENT TABLE**

Parcel #	Property Owner Name	Address	Signature	Acres within 250' of parcel	Acres Consenting	% of Area within 250' of parcel	% Consenting
1	Kennedy	309 Walnut	Yes	0.37	0.37	4.75%	4.75%
2	Jungman	313 Walnut	Yes	0.37	0.37	4.75%	4.75%
3	Lane	401 Walnut	Yes	0.35	0.35	4.49%	4.49%
4	City of Polk City	401 Walnut, alley #1	0.03 acres - Excluded Government			0.00%	
5	City of Polk City	401 Walnut, alley #2	0.03 acres - Excluded Government			0.00%	
6	Plautz	409 Walnut	Yes	0.09	0.09	1.16%	1.16%
7	Brynes	401 W Broadway	Yes	0.42	0.42	5.39%	5.39%
8	Kum & Go	113 N 4th		1.18		15.15%	
9	Fandel	221 W. Broadway		0.08		1.03%	
10	Tracey Enterprises	217 W Broadway		0.08		1.03%	
11	Cupp	213 W Broadway	Yes	0.08	0.08	1.03%	1.03%
12	Grinnell St Bank	205 W Broadway		0.18		2.31%	
13	Presnell	301 N 3rd	Yes	0.82	0.82	10.53%	10.53%
14	USA		0.02 acres - Excluded Government			0.00%	
15	USA		0.08 acres - Excluded Government			0.00%	
16	Huff Postal	302 W 3rd	Yes	0.59	0.59	7.57%	7.57%
17	Black	322 N 3rd	Yes	0.36	0.36	4.62%	4.62%
18	Korean Grace	308 N 3rd		0.67		8.60%	
19	Columbia Junction	Retail/Storage/Vacant	Yes	1.8	1.8	23.11%	23.11%
20	Floyd Miller	115 N 2nd		0.01		0.13%	
21	RTM properties	206 N 2nd		0.27		3.47%	
22	City of Polk City	City Square	0.01 acres - Excluded Government				
23	Sender's Const	302 W Broadway		0.07		0.90%	
24	City of Polk City	Parking lot	0.04 acres - Excluded Government				
TOTAL				7.79	5.25	100.00%	67.39%

WHEN RECORDED RETURN TO:

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

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

AGREEMENT TO INSTALL SIDEWALK

This Agreement is made on or as of the ___ day of ____, 2019 by and between the City of Polk City, Iowa, (hereinafter called “City”), a municipal corporation having its offices at City Hall 112 S. 3rd Street, Polk City, Iowa 50266, and William Kullander (hereinafter called Property Owner”), having a residence at 1200 North Drive, Polk City, Iowa.

Now, therefore, in consideration of the premises and the mutual obligations of the parties hereto, each them does hereby covenant and agree with the others as follows:

Article I. Installation of Sidewalk

Section 1.01. Duty to Install Sidewalk. Property Owner agrees, subject to the terms of this Agreement, to install a public sidewalk along the future extension of North Drive across the northwesterly approximately 232 LF of street frontage of the future extension of North Drive adjacent to the Property Owner’s property (hereinafter called “Property”) which is more particularly described as follows:

Lot 34 in Tournament Club of Iowa Plat 4, an Official Plat in Polk City, Polk County, Iowa

in compliance with the Municipal Code of the City of Polk City, Iowa; said public sidewalk improvements to include a 4-foot wide PCC sidewalk along with associated grading, seeding, and surface restoration.

Article II. Completion Date

Section 2.01. Completion Date. Property Owner shall install the public sidewalk in accordance with the then existing ordinances within sixty (60) days of written notification from the City.

Article III. Costs

Section 3.01. Cost. Property Owner agrees to install the public sidewalk at their own cost and with no cost to the City.

Article IV. Miscellaneous

Section 4.01. Binding Upon Successors in Interest. It is intended that this Agreement shall run with the land and that it shall, in any event and without regard to technical classifications or designations, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding for the benefit and in favor of, and enforceable by the City against Property Owner, their successors and assigns, and every successor-in-interest to any of the Property or any part thereof, or any interest thereof, and any party in possession or occupancy of the Property or any part thereof.

Section 4.02. Failure of Property Owner to Perform. In the event that Property Owner fails to comply with any of the terms of this Agreement, the City may take such other action the City deems necessary and appropriate, including but not limited to, installation of the public sidewalk and assessment of the costs of the public sidewalk installation against the Property. In such event, the City shall be entitled to the reimbursement for all costs, fees and award amounts, if any, incurred by the City resulting from the Property Owner's failure to comply with this Agreement. In the event that said reimbursement is not paid within thirty (30) days of the City's request for payment the City shall be entitled to assess the Property for the amount paid by it, or to pursue any other remedies, whether in law or in equity, available to it.

Section 4.03. Interpretation of Contract. This Agreement shall be construed in accordance with the laws of the State of Iowa.

Section 4.04. Notices. A notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested; delivered personally; or sent by overnight courier service, as set out above, or to such other address, department, or individuals either may, from time to time, designate in writing and forward to the other as provided in this Article.

Section 4.05. Counterparts. This Agreement is executed in two counterparts, each of which shall constitute one and the same instrument. A copy of the Agreement, including all Exhibits, shall be maintained in the office of the City Clerk of the City.

Signature Page to Follow

In Witness Whereof, the parties have caused this Agreement to be duly executed on or as of the date first above written.

City of Polk City, Iowa

ATTEST:

By: _____
Jason Morse, Mayor

By: _____
Jenny Gibbons, City Clerk

STATE OF IOWA, POLK COUNTY, ss:

On this ____ day of _____, 2019, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jason Morse and Jenny Gibbons, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Polk City, Iowa; that the seal affixed to the foregoing instrument to which this is attached is the corporate seal of the City; that the instrument was signed and sealed on behalf of the City by authority of its City Council, as contained in Ordinance Resolution No. _____ passed by resolution of the City Council under Roll Call No. _____ of the City Council on the ____ day of _____, 2019; and that Jason Morse and Jenny Gibbons, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Property Owner:

William Kullander

STATE OF IOWA, COUNTY OF POLK, ss:

On this ____ day of _____, 2019 before me, the undersigned, a Notary Public in and for the said State, personally appeared William Kullander, to me known to be the person named in and who executed the foregoing instrument to which is attached; and acknowledged that William Kullander executed the instrument as her voluntary act and deed.

Notary Public in and for the State of Iowa

WHEN RECORDED RETURN TO:

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

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

AGREEMENT TO INSTALL SIDEWALK

This Agreement is made on or as of the ___ day of ____, 2019 by and between the City of Polk City, Iowa, (hereinafter called “City”), a municipal corporation having its offices at City Hall 112 S. 3rd Street, Polk City, Iowa 50266, and Fandel Holdings LLC (hereinafter called Property Owner”), having a property at 221 W Broadway Street, Polk City, Iowa.

Now, therefore, in consideration of the premises and the mutual obligations of the parties hereto, each them does hereby covenant and agree with the others as follows:

Article I. Installation of Sidewalk

Section 1.01. Duty to Install Sidewalk. Property Owner agrees, subject to the terms of this Agreement, to install a public sidewalk along N. 3rd Street across the entire street frontage of the Property Owner’s property (hereinafter called “Property”) which is more particularly described as follows:

Lot 6 and NW 1/3 LT 7 BLK 7 TOWN OF POLK CITY now included in and forming a part of the City of Polk City, Polk County, Iowa; and

in compliance with the Municipal Code of the City of Polk City, Iowa; said public sidewalk improvements to include a 4-foot wide PCC ADA compliant sidewalk along with associated grading, seeding, and surface restoration.

Article II. Completion Date

Section 2.01. Completion Date. Property Owner shall install the public sidewalk in accordance with the then existing ordinances within sixty (60) days of written notification from the City.

Article III. Costs

Section 3.01. Cost. Property Owner agrees to install the public sidewalk at their own cost and with no cost to the City.

Article IV. Miscellaneous

Section 4.01. Binding Upon Successors in Interest. It is intended that this Agreement shall run with the land and that it shall, in any event and without regard to technical classifications or designations, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding for the benefit and in favor of, and enforceable by the City against Property Owner, their successors and assigns, and every successor-in-interest to any of the Property or any part thereof, or any interest thereof, and any party in possession or occupancy of the Property or any part thereof.

Section 4.02. Failure of Property Owner to Perform. In the event that Property Owner fails to comply with any of the terms of this Agreement, the City may take such other action the City deems necessary and appropriate, including but not limited to, installation of the public sidewalk and assessment of the costs of the public sidewalk installation against the Property. In such event, the City shall be entitled to the reimbursement for all costs, fees and award amounts, if any, incurred by the City resulting from the Property Owner's failure to comply with this Agreement. In the event that said reimbursement is not paid within thirty (30) days of the City's request for payment the City shall be entitled to assess the Property for the amount paid by it, or to pursue any other remedies, whether in law or in equity, available to it.

Section 4.03. Interpretation of Contract. This Agreement shall be construed in accordance with the laws of the State of Iowa.

Section 4.04. Notices. A notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested; delivered personally; or sent by overnight courier service, as set out above, or to such other address, department, or individuals either may, from time to time, designate in writing and forward to the other as provided in this Article.

Section 4.05. Counterparts. This Agreement is executed in two counterparts, each of which shall constitute one and the same instrument. A copy of the Agreement, including all Exhibits, shall be maintained in the office of the City Clerk of the City.

Signature Page to Follow

In Witness Whereof, the parties have caused this Agreement to be duly executed on or as of the date first above written.

City of Polk City, Iowa

ATTEST:

By: _____
Jason Morse, Mayor

By: _____
Jenny Gibbons, City Clerk

STATE OF IOWA, POLK COUNTY, ss:

On this ____ day of _____, 2019, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jason Morse and Jenny Gibbons, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Polk City, Iowa; that the seal affixed to the foregoing instrument to which this is attached is the corporate seal of the City; that the instrument was signed and sealed on behalf of the City by authority of its City Council, as contained in Ordinance Resolution No. _____ passed by resolution of the City Council under Roll Call No. _____ of the City Council on the ____ day of _____, 2019; and that Jason Morse and Jenny Gibbons, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Property Owner:

Fandel Holdings LLC

STATE OF IOWA, COUNTY OF POLK, ss:

On this ____ day of _____, 2019 before me, the undersigned, a Notary Public in and for the said State, personally appeared _____ authorized agent for Fandel Holdings LLC to me known to be the person named in and who executed the foregoing instrument to which is attached; and acknowledged that _____ executed the instrument as a voluntary act and deed.

Notary Public in and for the State of Iowa



Polk County Attorney

JOHN P. SARCONE
COUNTY ATTORNEY

ADDRESS REPLY TO:
111 COURT AVENUE, ROOM 340
DES MOINES, IOWA 50309-2218
(515) 286-3341
FAX (515) 286-3331

June 10, 2019

Matt Brick
Brick Gentry Law P.C.
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

Chief Trace Kendig
309 W. Van Dorn St.
P.O. Box 381
Polk City, Iowa 50266

Dear Matt and Chief Kendig:

It has come to our attention that the 28E Agreement between the City of Polk City and Polk County, Iowa which transfers the authority to prosecute motor vehicle violations and simple misdemeanors under the Iowa Code, except for violations of §708.2A(2)(a) (domestic abuse assaults), from the County Attorney to the City Attorney has expired and that you are still prosecuting these cases.

The 28E Agreements were designed in substantial part to alleviate the police officers from having to appear at two different hearings if the officers issued citations under both the City and State Code.

Believing such an Agreement is beneficial to your City, the Polk County Attorney desires to renew this Agreement and authorize the City to prosecute the violations mentioned above. Therefore, our Office has taken the liberty of preparing a draft Agreement which is similar to the previous Agreement that your municipality approved.

Polk City 28E
June 10, 2019
Page 2

Please review the enclosed 28E Agreement and proposed resolution. If you have no changes or comments, please present the Agreement to your City Council for their approval. If you have any questions, feel free to contact myself at 286-3331 or Bureau Chief – Civil Division Jeff Noble at 286-2159.

Thank you.

Best regards,

A handwritten signature in blue ink that reads "Ralph Marasco" with a stylized flourish at the end.

Ralph E. Marasco
Assistant County Attorney

**28E AGREEMENT BETWEEN
CITY OF POLK CITY, IOWA
and POLK COUNTY, IOWA**

THIS AGREEMENT is entered into on the ____ day of _____, 2019, by and between the City of Polk City, Iowa, hereinafter designated as “the City” and Polk County, Iowa, a governmental subdivision organized and existing under the laws of the State of Iowa, hereinafter designated as “the County.” Collectively referred to as “Party” or “Parties.” The purpose of this Agreement is to transfer authority to prosecute motor vehicle violations and simple misdemeanors from the Polk County Attorney to the City Attorney to provide for uniform and efficient prosecution of such criminal charges under the Code of Iowa, except for stated exceptions provided within this Agreement, which occur within the city limits of the City of Polk City, immediately adjacent to, or adjoining the City as follows:

WHEREAS, the Polk County Attorney has the authority to prosecute state criminal and motor vehicle violations arising in Polk City: and

WHEREAS, the City is desirous of assuming the prosecution of certain simple misdemeanor state criminal and motor vehicle violations arising in the City of Polk City and the Polk County Attorney is agreeable to such practice.

NOW THEREFORE, Polk County hereby agrees and confers upon the City and the City Attorney designated by the City all authority pursuant to Iowa Code Section 331.756 to prosecute, pursue and otherwise act in conformity with said Section all offenses committed within the City’s jurisdictional limits, immediately adjacent to, or adjoining the City and which are categorized by state law as motor vehicle violations and simple misdemeanors under the Code of Iowa, except for stated exceptions provided within this Agreement. The City agrees to prosecute such offenses within its City limits, immediately adjacent to, or adjoining the City that were investigated and charged by the City’s Police Department and be identified as the plaintiff, City of Polk City or the State of Iowa, at the discretion of the City Attorney.

The Polk County Attorney’s Office will continue to prosecute the following state criminal charges categorized as simple misdemeanors of the Code of Iowa that occur within the City of Polk City: Violations of the Code of Iowa section 708.2A(2)(a) (Domestic abuse assault), including any related violations of no-contact orders, filed pursuant to Iowa Code section 664A.7.

The Polk County Attorney’s Office will continue to prosecute charges categorized as motor vehicle violations and as simple misdemeanors of the Code of Iowa that occur within the City of Polk City that have been committed in conjunction with a criminal offense greater than a simple misdemeanor and resulted from the same incident.

This Agreement shall be in full force and effect upon the happening of all of the following: a) Its execution by the parties to this Agreement; b) An executed counter-part

or photocopy of this Agreement is filed with the Secretary of State, and c) An executed counterpart of this Agreement being recorded in the Office of the Recorder of Polk County.

This Agreement shall remain in effect for ten (10) years thereafter unless terminated earlier by either party. The party desiring to terminate this Agreement shall provide written notice of termination to the other party at least sixty (60) days prior to the effective date of termination. The notice of termination shall be sent by certified mail, return receipt requested. Termination does not require any showing of cause.

No new legal or administrative entity is created by this Agreement. No transfer of funds will be made, nor will any other financial mechanism be created. No joint or cooperative budget will be created. No property will be purchased jointly to fulfill this Agreement. The rights and interests under this Agreement are not assignable. Any notices required to be sent by the terms of this Agreement shall be mailed by certified mail to:

Chief of Police
309 W. Van Dorn St.
PO Box 381
Polk City, IA 50266

Polk County Attorney
Polk County Justice Center
222 Fifth Avenue
Des Moines, IA 50309

This Agreement constitutes the entire agreement of the parties conferring authority upon the City to prosecute motor vehicle violations and simple misdemeanors under the Code of Iowa occurring within the city limits of the City, immediately adjacent to, or adjoining the City, except for the simple misdemeanors previously and specifically identified as being retained by the Polk County Attorney's Office and simple misdemeanors occurring in conjunction with criminal offenses greater than simple misdemeanors. This Agreement replaces any and all prior agreements, whether written or oral, regarding the substance of this Agreement.

Pursuant to Iowa Code 28E.6, the Polk City City Attorney shall be the administrator of this Agreement.

If any terms or provisions of this Agreement, or the application thereof to any person or circumstances, is held to be invalid by a decision in any court of law, such invalidity shall be grounds for either party to withdraw and hold this Agreement invalid in its entirety and cease to operate pursuant to the terms of this Agreement. Said withdrawal shall be made only after giving thirty days' notice to the other governmental body which is a party of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2019.

**POLK COUNTY
BOARD OF SUPERVISORS**

ATTEST:

Tom Hockensmith, Chair

Jamie Fitzgerald, Auditor

APPROVED AS TO FORM:

Ralph E. Marasco, Jr.
Assistant County Attorney

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared Tom Hockensmith and Jamie Fitzgerald to me personally known, and who, being by me duly sworn did state that they are the Chair of the Polk County Board of Supervisors and the Auditor, respectively, of the County of Polk, a municipal corporation, that the instrument was signed on behalf of Polk County Iowa, by authority of its Board of Supervisors, as contained in Resolution adopted by the Board of Supervisors and that Tom Hockensmith and Jamie Fitzgerald acknowledge the execution of the instrument to be the voluntary act and deed of Polk County, Iowa, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF POLK CITY

ATTEST:

Jason Morse, Mayor

Jenny Gibbons, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared Jason Morse and Jenny Gibbons to me personally known, and who, being by me duly sworn did state that they are the mayor and the City Clerk, respectively, of the City of Polk City, Iowa, a municipal corporation, that the instrument was signed on behalf of City of Polk City, Iowa by authority of City Council as contained in Resolution adopted by the City Council and that Jason Morse and Jenny Gibbons acknowledge the execution of the instrument to be the voluntary act and deed of Polk City, Iowa, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

RESOLUTION NO. 2019-62

A RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF POLK CITY AND POLK COUNTY ATTORNEY'S OFFICE FOR PROSECUTION OF MOTOR VEHICLE VIOLATIONS AND SIMPLE MISDEMEANORS.

WHEREAS, the Polk County Attorney, the Polk County Board of Supervisors and the City Council of Polk City agree the best interests of the citizens of Polk County will be served by the City prosecuting the motor vehicle violations and simple misdemeanors under the Code of Iowa, except violations of §708.2A(2)(a) (domestic abuse assaults), which occur within its city limits; and

WHEREAS, an agreement has been reached between the City Council of the City of Polk City and the Board of Supervisors of Polk County concerning this matter as shown on the attached 28E Agreement which the Polk County Attorney supports and recommends.

BE IT, THEREFORE, RESOLVED by the City Council of the City of Polk City, Iowa, that the 28E Agreement in the form attached hereto as Exhibit "A" for the prosecution of motor vehicle violations and simple misdemeanors is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute said 28E Agreement on behalf of the City of Polk City, Iowa.

DATED this 24 day of June 2019.

Jason Morse, Mayor

Attest:

Jenny Gibbons, City Clerk

Applicant License Application ()

Name of Applicant: <u>LLC</u>		
Name of Business (DBA): <u>QUBE HOTEL IA LLC</u>		
Address of Premises: <u>300 BOULDER POINTE</u>		
City <u>Polk City</u>	County: <u>Polk</u>	Zip: <u>50226</u>
Business	<u>(515) 984-3092</u>	
Mailing <u>300 BOULDER POINTE</u>		
City <u>Polk City</u>	State <u>IA</u>	Zip: <u>50226</u>

Contact Person

Name <u>DHARMENDRA AMIN</u>	
Phone: <u>(515) 984-3092</u>	Email <u>dina.qubehotel@gmail.com</u>

Classification Class B Beer (BB) (Includes Wine Coolers)

Term:12 months

Effective Date: 07/31/2019

Expiration Date: 01/01/1900

Privileges:

Class B Beer (BB) (Includes Wine Coolers)

Living Quarters

Sunday Sales

Status of Business

BusinessType: <u>Limited Liability Company</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

DHARMENDRA AMIN

First Name: DHARMENDRA

Last Name: AMIN

City: POLK CITY

State: Iowa

Zip: 50226

Position: PRESIDENT

% of Ownership: 50.00%

U.S. Citizen: No

DINA PATEL

First Name: DINA

Last Name: PATEL

City: POLK CITY

State: Iowa

Zip: 50226

Position: COMPANY SECRETARY

% of Ownership: 50.00%

U.S. Citizen: No

Insurance Company Information

Insurance Company: <u>Acceptance Indemnity Insurance Co</u>
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Insurance Company: Acceptance Indemnity Insurance Co.

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

AGREEMENT

This Agreement is entered into by and between the North Polk Community School District with administrative offices located in Alleman, Polk County, Iowa (hereafter "North Polk") and the City of Polk City with administrative offices located in Polk City, Polk County, Iowa (hereafter "Polk City").

WITNESSETH:

WHEREAS, pursuant to Iowa Code Section 285.10(9), school districts may furnish school buses and services of qualified drivers to an organization of, or sponsoring activities for, other persons and groups in this state;

WHEREAS, North Polk has within its employment bus drivers who are approved by North Polk and who possess an appropriate driver's license and a school bus driver's authorization; and

WHEREAS, Polk City desires to utilize the North Polk bus drivers and North Polk school buses pursuant to the terms of this Agreement for the Polk City Summer Parks and Rec Program;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

Section 1. Purpose. The purpose of this Agreement is to provide a means by which the parties hereto may jointly and cooperative proceed under the provisions of Iowa Code Section 285.10(9), for North Polk to share with Polk City the services of bus drivers employed by North Polk, who are approved by North Polk and who possess an appropriate driver's license and a school bus driver's authorization, and schools buses owned by North Polk, at times when they are not needed for transportation of North Polk students, for use in the Polk City Summer Parks and Rec Program.

Section 2. Duration. This Agreement shall become effective upon approval and execution by the parties, and shall remain in effect until expiration of its term or until it is terminated as herein provided.

Section 3. Administration. It is agreed that North Polk shall be the employer of said bus drivers and owner of the school buses furnished by North Polk under this Agreement for purposes of this Agreement and for purposes of compliance with all federal and state laws relating to employment. As employer, North Polk shall pay the wages and benefits due the bus drivers in accordance with North Polk's personnel policies and contracts. It is agreed that the bus drivers furnished under this Agreement will at all times be governed by the personnel policies of North Polk.

Section 4. Supervision. North Polk has the authority to hire, train, evaluate, discipline, and dismiss the bus drivers furnished by North Polk under this Agreement. Polk City agrees to accept the buses in their present condition and configuration, and shall be responsible for keeping the buses clean and free of obstructions and ensuring that the activities conducted on the buses are safe and lawful. Polk City shall provide a chaperone to accompany each bus to supervise and assist the passengers being transported on the bus. Polk City shall reimburse North Polk for any damage caused by the passengers to the buses.

Section 5. Joint Meetings. It is agreed that representatives of the administrations of North Polk and Polk City will meet as needed both before and throughout the contract period to discuss issues related to the usage of the bus drivers and school buses, including but not limited to scheduling and routes. Both parties agree to cooperate as needed to assure that all required responsibilities are met by them.

Section 6. Reimbursement. Polk City shall make payment to North Polk to reimburse North Polk for the costs associated with furnishing the bus drivers and school buses pursuant to this Agreement. Such costs shall be determined by North Polk upon completion of the 2018-2019 Annual Transportation Report and shall be based on the cost-per-mile rate determined in the 2018-2019 Annual Transportation Report, said cost-per-mile rate not to exceed \$3.74 per mile. For subsequent years covered by this Agreement, if any, costs shall be determined by North Polk upon completion of the Annual Transportation Report for the most recent fiscal year and shall be based on the cost-per-mile rate determined in the Annual Transportation Report for that year. For all subsequent years a "not to exceed number" will be established by North Polk and delivered to Polk City by March 15 of each year. Notwithstanding anything contained elsewhere in this Agreement, North Polk shall not incur any expenses for supplies or equipment for which it intends to invoice Polk City, without receiving prior written approval of Polk City. Upon termination of this Agreement, such supplies and equipment shall be returned to Polk City. All payments by Polk City shall be made within 30 days of receipt of bill from North Polk.

Section 7. Insurance. North Polk shall be responsible for maintaining workers' compensation insurance for the bus drivers it employs and furnishes under this Agreement in the amounts statutorily required by the State of Iowa.

North Polk shall carry automobile liability insurance for protection from liability arising out of accidents or other occurrence causing injury and/or damage to person or property due to the actions or omissions of the insured under this Agreement. Such insurance coverage shall have limits of not less than \$1,000,000 combined single limit.

North Polk and Polk City shall each carry commercial general liability insurance for protection of each, respectively, from liability arising out of accidents or other occurrence causing injury and/or damage to person or property due to the actions or omissions of the insured under this Agreement. Such insurance coverage shall have limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Each party shall add the other party to its

insurance policy as an additional insured.

North Polk and Polk City shall each carry Public Officials' Errors & Omissions Liability coverage. Such insurance coverage shall have limits of not less than \$1,000,000 each claim.

All required insurance shall be obtained from issuers of recognized responsibility licensed to do business in the State of Iowa. Each party shall be furnished with a certificate of insurance required under this Agreement upon request. The parties expressly agree and state that the maintenance of any policy of liability insurance pursuant to this Agreement does not waive any of the defenses of governmental immunity that may be available to either or both of the parties under Iowa Code Chapter 670, and such insurance policies will be endorsed accordingly.

Section 8. Indemnification. To the extent permitted by law, each party will indemnify and hold harmless the other party, including such other party's directors, officers, employees, and agents, from and against claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, to the extent arising out of the negligence or breach of this Agreement by the indemnifying party in connection with this Agreement. The obligations in this section shall survive termination of this Agreement with respect to injury or damage occurring prior to such termination.

Section 9. Term. The term of this Agreement shall be for the period beginning June 1, 2019 and ending August 15, 2019. This Agreement may be renewed annually, for one summer term, upon mutual agreement of the parties. Renewal must be agreed upon by the parties in writing no later than May 1 of each year with a "not to exceed" figure established on a per mile basis by March 15 of the year renewed.

Section 10. Termination. The parties may mutually agree to terminate this Agreement at any time. Either party may also terminate this Agreement immediately upon written notice to the other party in the event of a material breach of this Agreement by such other party.

Section 11. Compliance with Law. The parties agree to comply with all federal, state, and local laws and regulations which are applicable to the performance of this Agreement, including, but not limited, Iowa Code Section 285.10(9) and 281 Iowa Administrative Code 43.10(5).

Section 12. Status of the Parties. It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relation is and shall remain that of independent parties to a cooperative contractual relationship. In no event shall either party be liable for the debts or obligations of the other party.

Section 13. Entire Agreement. This Agreement supersedes all previous agreements, arrangements, and understandings, and constitutes the entire agreement between the parties. No amendments to this Agreement shall be valid unless agreed to in writing by the parties. In case

any provision contained in this Agreement shall be declared invalid, illegal, or unenforceable, the remaining provisions contained herein shall not in any way be affected or impaired thereby. The headings of this Agreement are inserted for convenience of reference only and in no way describe or limit the scope or intent of this Agreement or any of the provisions hereof.

Section 14. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to comply with any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reason of contingencies beyond the reasonable control of the parties.

IN WITNESS WHEREOF, the parties have duly approved and executed this Agreement. Dated at Alleman, Iowa this 5th day of June, 2019.

NORTH POLK COMMUNITY
SCHOOL DISTRICT
By [Signature]
President, Board of Directors
Attest [Signature]
Secretary, Board of Directors

CITY OF POLK CITY
By _____
Mayor
Attest _____
City Clerk

**DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER
IMPORTANT MUNICIPAL ADVISORY INFORMATION
PFM Financial Advisors LLC**

I. Introduction

Public Financial Management, Inc., PFM Financial Advisors LLC, Western Financial Group, LLC (a wholly-owned subsidiary of PFM Financial Advisors LLC), and PFM Swap Advisors LLC (hereinafter, referred to as “We,” “Us,” or “Our”) are registered municipal advisors with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. In accordance with MSRB rules, this disclosure statement is provided by Us to each client prior to the execution of its advisory agreement with written disclosures of all material conflicts of interests and legal or disciplinary events that are required to be disclosed with respect to providing financial advisory services pursuant to MSRB Rule G-42(b) and (c) (ii). We employ a number of resources to identify and subsequently manage actual or potential conflicts of interest in addition to disclosing actual and potential conflicts of interest provided herein.

How We Identify and Manage Conflicts of Interest

Code of Ethics. The Code requires that all employees conduct all aspects of Our business with the highest standards of integrity, honesty and fair dealing. All employees are required to avoid even the appearance of misconduct or impropriety and avoid actual or apparent conflicts of interest between personal and professional relationships that would or could interfere with an employee’s independent exercise of judgment in performing the obligations and responsibilities owed to a municipal advisor and Our clients.

Policies and Procedures. We have adopted policies and procedures that include specific rules and standards for conduct. Some of these policies and procedures provide guidance and reporting requirements about matters that allows Us to monitor behavior that might give rise to a conflict of interest. These include policies concerning the making of gifts and charitable contributions, entertaining clients, and engaging in outside activities, all of which may involve relationships with clients and others that are important to Our analysis of potential conflicts of interest.

Supervisory Structure. We have both a compliance and supervisory structure in place that enables Us to identify and monitor employees’ activities, both on a transaction and Firm-wide basis, to ensure compliance with appropriate standards. Prior to undertaking any engagement with a new client or an additional engagement with an existing client, appropriate municipal advisory personnel will review the possible intersection of the client’s interests, the proposed engagement, Our engagement personnel, experience and existing obligations to other clients and related parties. This review, together with employing the resources described above, allows Us to evaluate any situations that may be an actual or potential conflict of interest.

Disclosures. We will disclose to clients those situations that We believe would create a material conflict of interest, such as: 1) any advice, service or product that any affiliate may provide to a client that is directly related to the municipal advisory work We perform for such client; 2) any payment made to obtain or retain a municipal advisory engagement with a client; 3) any fee-splitting arrangement with any provider of an investment or services to a client; 4) any conflict that may arise from the type of compensation arrangement We may have with a client; and 5) any other actual or potential situation that We are or become aware of that might constitute a material conflict of interest that could reasonably expect to impair Our ability to provide advice to or on behalf of clients consistent with regulatory requirements. If We identify such situations or circumstances, We will prepare meaningful disclosure that will describe the implications of the situation and how We intend to manage the situation. We will also disclose any legal or disciplinary events that are material to a client’s evaluation or the integrity of Our management or advisory personnel. We will provide this disclosure (or a means to access this information) in writing prior to starting Our proposed engagement, and will provide such additional information or clarification as the client may request. We will also advise Our clients in writing of any subsequent material conflict of interest that may arise, as well as the related implications, Our plan to manage that situation, and any additional information such client may require.

II. General Conflict of Interest Disclosures

Disclosure of Conflicts Concerning the Firm's Affiliates

Our affiliates offer a wide variety of financial services, and Our clients may be interested in pursuing services separately provided by an affiliate. The affiliate's business with the client could create an incentive for Us to recommend a course of action designed to increase the level of the client's business activities with the affiliate or to recommend against a course of action that would reduce the client's business activities with the affiliate. In either instance, We may be perceived as recommending services for a client that are not in the best interests of Our clients, but rather are in Our interests or the interests of Our affiliates. Accordingly, We mitigate any perceived conflict of interest that may arise in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances. Further, We receive no compensation from Our affiliates with respect to a client introduction or referral. If a client chooses to work with an affiliate, We require that the client consult and enter into a separate agreement for services, so that the client can make an independent, informed, evaluation of the services offered.

Disclosure of Conflicts Related to the Firm's Compensation

From time to time, We may be compensated by a municipal advisory fee that is or will be set forth in an agreement with the client to be, or that has been, negotiated and entered into in connection with a municipal advisory service. Payment of such fee may be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal or par amount of municipal securities or municipal financial product. While this form of compensation is customary in the municipal securities market, it may be deemed to present a conflict of interest since We may appear to have an incentive to recommend to the client a transaction that is larger in size than is necessary. Further, We may also receive compensation in the form of a fixed fee arrangement. While this form of compensation is customary, it may also present a potential conflict of interest, if the transaction requires more work than contemplated and We are perceived as recommending a less time consuming alternative contrary to the client's best interest so as not to sustain a loss. Finally, We may contract with clients on an hourly fee bases. If We do not agree on a maximum amount of hours at the outset of the engagement, this arrangement may pose a conflict of interest as We would not have a financial incentive to recommend an alternative that would result in fewer hours. We manage and mitigate all of these types of conflicts by disclosing the fee structure to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances.

Disclosure Concerning Provision of Services to State and Local Government, and Non-Profit Clients

We regularly provide financial advisory services to state and local governments, their agencies, and instrumentalities, and non-profit clients. While Our clients have expressed that this experience in providing services to a wide variety of clients generally provides great benefit for all of Our clients, there may be or may have been clients with interests that are different from (and adverse to) other clients. If for some reason any client sees Our engagement with any other particular client as a conflict, We will mitigate this conflict by engaging in a broad range of conduct, if and as applicable. Such conduct may include one or any combination of the following: 1) disclosing the conflict to the client; 2) requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, including the client's needs, objectives and financial circumstances; 3) implementing procedures that establishes an "Informational Bubble" that creates physical, technological and procedural barriers and/or separations to ensure that non-public information is isolated to particular area such that certain governmental transaction team members and supporting functions operate separately during the course of work performed; and 4) in the rare event that a conflict cannot be resolved, We will withdraw from the engagement.

Disclosure Related to Legal and Disciplinary Events

As registered municipal advisors with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, Our legal, disciplinary and judicial events are required to be disclosed on Our forms MA and MA-I filed with the SEC, in ‘**Item 9 Disclosure Information**’ of form MA, ‘**Item 6 Disclosure Information**’ of form MA-I, and if applicable, the corresponding disclosure reporting page(s) (“DRP”). To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access PFM Financial Advisors LLC filed forms MA and MA-I on the SEC’s Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed, at:

PFM Financial Advisors LLC –

<http://www.sec.gov/cgi-bin/browse-edgar?company=PFM+Financial&owner=exclude&action=getcompany>

III. Specific Conflicts of Interest Disclosures – City of Polk City, Iowa

To Our knowledge, following reasonable inquiry, We make the additional disclosure(s) of actual or potential conflicts of interest cited below in connection with the municipal advisory services currently being contemplated for client.

We currently serve as municipal advisor to certain overlapping entities including Adel, Altoona, Ankeny, Bondurant, Carlisle, Clive, Des Moines, Elkhart, Grimes, Johnston, Norwalk, Pleasant Hill, Van Meter, Waukee and West Des Moines; Des Moines Metropolitan Wastewater Reclamation Authority, West Des Moines Water Works, State of Iowa and Iowa Finance Authority. We do not anticipate this to create a conflict of interest nor to impede Our ability to fulfill Our fiduciary duty to the City of Polk City, Iowa.

IV. Municipal Advisory Complaint and Client Education Disclosure

The MSRB protects state and local governments and other municipal entities and the public interest by promoting fair and efficient municipal securities markets. To that end, MSRB rules are designed to govern the professional conduct of brokers, dealers, municipal securities dealers and municipal advisors. Accordingly, if you as municipal advisory customer have a complaint about any of these financial professionals, please contact the MSRB’s website at www.msrb.org, and consult the MSRB’s Municipal Advisory Client brochure. The MSRB’s Municipal Advisory Client brochure describes the protections available to municipal advisory clients under MSRB rules, and describes the process for filing a complaint with the appropriate regulatory authority.

PFM’s Financial Advisory services are provided by Public Financial Management Inc., Western Financial Group, LLC, and PFM Financial Advisors LLC. PFM’s Swap Advisory services are provided by PFM Swap Advisors LLC. All entities are registered municipal advisors with the MSRB and SEC under the Dodd Frank Act of 2010.



June 24, 2019

Mr. Don Sandor
Interim City Administrator
City of Polk City
112 3rd Street
Polk City, IA 50226

Dear Mr. Sandor,

The purpose of this letter (this "Engagement Letter") is to confirm our agreement that PFM Financial Advisors LLC ("PFM") has been engaged by the City of Polk City, Iowa (the "Client") to perform a Rate and Revenue Sufficiency Study for the City's Sanitary Sewer Enterprise System (the "Project"). PFM will provide, upon request of the Client, a thorough review and analysis of the system's current customer base, current rates structure, current and future revenue requirements, and will provide recommendations for alternative rate structures, as applicable and set forth in Exhibit A to this Engagement Letter.

pfm

801 Grand
Suite 3300
Des Moines, IA 50309
515.243.2600

pfm.com

PFM is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. As of the date of this letter, Client has not designated PFM as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"). Client agrees not to represent that PFM is Client's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, without PFM's prior written consent.

MSRB Rule G-42 requires that municipal advisors make written disclosures to its Clients of all material conflicts of interest and certain legal or disciplinary events. Such disclosures are provided in PFM's Disclosure Statement delivered to Client together with this agreement.

PFM's services will commence as soon as practicable after the receipt of this Engagement Letter by the Client and a request by the Client for such service. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Engagement Letter. Services provided by PFM which are not included in the scope of services set forth in Exhibit A of this agreement shall be completed as agreed in writing in advance between the Client and PFM. Upon request of Client, PFM or an affiliate of PFM may agree to additional services to be provided by PFM or an affiliate of PFM, by a separate agreement between the Client and PFM or its respective affiliate.

For the services described in Exhibit A, PFM's professional fees will be paid as provided in Exhibit B. In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses, as outlined in Exhibit B, which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.

This Engagement Letter shall remain in effect unless canceled in writing by either party upon thirty (30) days written notice to the other party, or upon completion of the Scope of Services described herein. PFM shall not assign any interest in this Engagement Letter or subcontract any of the work performed under this Engagement Letter without the prior written consent of the Client; provided that upon notice to Client, PFM may assign this Engagement Letter or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, PFM.

All information, data, reports, and records ("Data") in the possession of the Client or any third party necessary for carrying out any services to be performed under this Engagement Letter shall be furnished to PFM and the Client shall, and shall cause its agent(s) to, cooperate with PFM



in its conduct of reasonable due diligence in performing the services. To the extent Client requests that PFM provide advice with regard to any recommendation made by a third party, Client will provide to PFM written direction to do so as well as any Data it has received from such third party relating to its recommendation. Client acknowledges and agrees that while PFM is relying on the Data in connection with its provision of the services under this agreement, PFM makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

All notices given under this Engagement Letter will be in writing, sent by email or registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the addresses on the first page of this Engagement Letter.

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Engagement Letter will be the property of the Client. Subject to the preceding exception, upon termination of this Engagement Letter, PFM will deliver to the Client copies of any and all material pertaining to this Engagement Letter.

The Des Moines office of PFM will provide the services set forth in this Engagement Letter. PFM may, from time to time, supplement or otherwise amend team members. The Client has the right to request, for any reason, PFM to replace any member of the advisory staff. Should the Client make such a request, PFM will promptly suggest a substitute for approval by the Client.

PFM will maintain insurance coverage with policy limits not less than as stated in Exhibit C. Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Engagement Letter on the part of PFM or any of its associated persons, neither PFM nor any of its associated persons shall have liability to any person for any act or omission in connection with performance of its services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product or investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of PFM or any of its associated persons, upon any advice or recommendation provided by PFM to Client.

PFM, its employees, officers and representatives at all times will be independent contractors and will not be deemed to be employees, agents, partners, servants and/or joint venturers of Client by virtue of this Engagement Letter or any actions or services rendered under this Engagement Letter.

This Engagement Letter represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by PFM.

Please have an authorized official of the Client acknowledge receipt of this Engagement Letter and respond to us to acknowledge the terms of this engagement.

Sincerely,

PFM FINANCIAL ADVISORS LLC

Jon Burmeister
Managing Director



EXHIBIT A **SCOPE OF SERVICES**

As part of the Rate and Revenue Sufficiency Study for the City's Sanitary Sewer Enterprise System, PFM shall provide, upon request of the Client, a thorough review and analysis of the system's current customer base, current rates structure, current and future revenue requirements, and will provide recommendations for alternative rate structures, as applicable and examples of which, not intended to be exclusive, are set forth as follows:

- Review of Client's audited financial statements.
- Review and analyze current customer base including usage trends, average billings, etc.
- Project estimated revenue impact of each potential rate structure.
- Identify and group users by average monthly usage.
- Develop appropriate user blocks for new potential rate restructures.
- Analyze and compare new potential rate structures against current and future operating and capital revenue requirements.
- Identify monthly financial impact for all customer usage tiers based on each potential rate structure.
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to optimize ability to finance future capital needs.
 - This will include, but is not limited to, reviewing existing debt for the possibility of refunding that debt to provide the Client with savings.
- Review capital improvement plan and review funding sources for the capital projects (cash, SRF loans, sewer revenue bonds, sewer abated general obligation bonds, etc.).
- Evaluate alternative rate structures and identify the three most optimal rate structures based on Client's goals and objectives for the project.
- Development and preparation of several financial and capital planning models:
 - Sewer Enterprise Fund financial and capital planning model
 - Capital funding analysis (including the review of the existing capital improvement fund)
- Develop financial sensitivity analyses (using financial and capital planning models listed above):
 - Analysis of the existing financial arrangements
 - Analyze debt capacity
 - Identify & analyze financing alternatives and debt structuring options
 - Develop scenarios
 - Analyze and compare to objectives/constraints
 - Evaluation of alternative security structures
 - Evaluation of alternative funding and financing approaches
- Review the information provided by the Des Moines Wastewater Reclamation Authority ("WRA") including annual budgets, WRA and WRF flow calculations, debt allocations, and other information as provided.



- Provide annual revenue growth recommendations for the sewer enterprise funds necessary to positively cash flow operations, meet WRA certificate requirements and the current capital improvement plan.
- Provide an updated sewer enterprise fund financial and capital planning model reflecting WRA budgets, new debt issuance, flow changes and other relevant information as provided by the WRA.
- Provide guidance on compliance with WRA certificates for new debt issuances.
- Attend meetings with Client's staff, consultants and other professionals as needed.



EXHIBIT B
COMPENSATION FOR SERVICES

1. Rate and Revenue Sufficiency Study

For services related to the Rate and Revenue Sufficiency Study, PFM shall receive a one-time fee in an amount not to exceed \$6,500, payable upon completion of the scope of services. The not to exceed fee estimate assumes the scope of services outlined in Exhibit A will require approximately 50 hours to complete. If the study requires significantly more hours than estimated, PFM will notify the Client. The final fee shall only be revised upon mutual agreement of PFM and the Client.

2. Hourly Project Fees (Non-Transaction Related)

In the event the Client requests that PFM perform significant special projects, not related to the Scope of Services outlined in Exhibit A, fees will be negotiated in advance of the project. Fees will be generally based upon the following hourly rates for the indicated levels of experience or their equivalents.

<u>Experience Level</u>	<u>Hourly Rate</u>
Managing Director	\$250.00
Director	\$225.00
Senior Managing Consultant	\$200.00
Senior Analyst	\$180.00
Analyst	\$150.00
Associate	\$125.00

3. Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, printing, telephone, postage and other ordinary costs which are incurred by PFM. Appropriate documentation can be provided.



EXHIBIT C
INSURANCE STATEMENT

PFM Financial Advisors LLC (“PFM”) has a complete insurance program, including property, casualty, comprehensive general liability, automobile liability and workers compensation. PFM maintains professional liability and fidelity bond coverages which total \$35 million and \$10 million, respectively. PFM also carries a \$10 million cyber liability policy.

Our Professional Liability policy is a “claims made” policy and our General Liability policy claims would be made by occurrence.

1. Deductibles/SIR:

Automobile \$250 comprehensive & \$500 collision
Cyber Liability \$50,000
General Liability \$0
Professional Liability (E&O) \$1,000,000
Financial Institution Bond \$75,000

2. Insurance Company & AM Best Rating

Professional Liability (E&O)	Endurance American Specialty Insurance; (A+; XV)
.....	XL Specialty Insurance Company; (A; XV)
.....	Continental Casualty Company; (A; XV)
.....	Starr Indemnity & Liability Company; (A; XIV)
Financial Institution Bond	Federal Insurance Company; (A++; XV)
Cyber Liability	Indian Harbor Insurance Company (A; XV)
General Liability	Great Northern Insurance Company; (A++; XV)
Automobile Liability	Federal Insurance Company; (A++; XV)
Excess /Umbrella Liability	Federal Insurance Company; (A++; XV)
Workers Compensation & Employers Liability	Great Northern Insurance Company; (A++; XV)



City of Polk City, Iowa City Council Agenda Communication

Date: June 24, 2019
To: Mayor and City Council
From: Don Sandor, Interim City Administrator
Subject: Proposed Sanitary Sewer Rate Study

BACKGROUND:

There are several issues related to the current rate structure for the sanitary sewer fund that should be reviewed, especially with the recent reduction in local option sales and service tax. Some of these issues include the fee being charged for the Rock Creek connection is not sufficient to make the annual payment on the debt; the fee for Rock Creek is the same flat fee charged to all customers, and the question is whether that fee should be based partially on usage; is the current overall rate structure appropriate and fair; and what are the future increases the City will be facing from the WRA as they continue to issue debt for future improvements and address increased operating and maintenance costs.

Before to many stop gap steps are taken with changes to the sanitary sewer rates, it would be appropriate and timely to do a comprehensive review of the current revenue and expenses, as well as consider projections for future expenses.

Public Finance Management (PFM) performs financial analysis for many cities for many years. PFM is also the financial consultants for the WRA and have all the current and projected expenses for the WRA and can help forecast the impact those expenses will have for Polk City. They can preform a comprehensive review of the City's current sanitary sewer rates and expenses and project future obligations. They will also take a look at the user base and provide alternative rate structure options.

The finance committee considered the recommendation to retain PFM at their recent meeting and requested a proposal be obtained, which is included in the agenda packet. Jon Burmeister and Matt Stoffel will be at the Council meeting to introduce themselves and the firm and answer any questions you may have. I have worked with Jon Burmeister and PFM for 24 years in Oskaloosa and Pleasant Hill and can attest to the quality and thoroughness of their work.

With the end of the fiscal year next week, I would proposal, if approved by Council, that PFM start their work as soon as the final numbers for FY 19 are available. They could have their review completed before any discussions by the City start for the FY 21 budget.

ALTERNATIVES:

Without a complete review of the existing fee structure and current and future expenses in the sanitary sewer fund, future rate changes will be made based upon current needs and the current structure, without sufficient rational for what the rates and rate structure should be.

FINANCIAL CONSIDERATIONS:

The proposed fee for services from PFM is \$6,500.00

RECOMMENDATION:

Retain the services of PFM per the attached engagement letter.

RESOLUTION 2019-54

**A RESOLUTION APPROVING SNYDER & ASSOCIATES, INC
ENGINEERING INVOICE FOR APRIL 2019 SERVICES**

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

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

General Engineering Fees:	\$10,698.50
Capital Improvement Projects:	\$1,060.00
Reimbursable Development Review Projects:	\$15,229.00

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the Snyder & Associates, Inc. invoice for April 2019, in the amount of \$26,987.50.

PASSED AND APPROVED the 24th day of June 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk



Date June 11, 2019

To: Don Sandor
 City of Polk City
 P.O. Box 426
 Polk City, IA 50226-0426

INVOICE SUMMARY - APRIL SERVICES

Services from April 1, 2019 through April 30, 2019

GENERAL ENGINEERING

<u>2019 General Engineering</u>	119.0001	\$ 3,056.00
<u>Building and Development issues:</u>	119.0001	\$ 5,491.25
<i>Coordination with developers, engineers, building inspector, and staff regarding various potential and ongoing projects including potential voluntary annexation area, subdivision requirements, and building permits.</i>		
<u>Water Dept:</u>	119.0001	\$ 341.00
<i>'Water fees and looping in potential annexation area, begin list of CIP projects.</i>		
<u>Sanitary Sewer Dept:</u>	119.0001	\$ 341.00
<i>Sewer fees and sewer depth in potential annexation area, begin list of CIP projects.</i>		
<u>Miscellaneous Projects:</u>	119.0001	\$ 1,469.25
<i>Arrow Ridge drainage issue, Schlichte pond and grading permit requirements, street cleaning, N. 3rd trail alignment and costs, and begin work on CIP project list.</i>		

SUBTOTAL \$ 10,698.50

CAPITAL IMPROVEMENT PROJECTS

3rd Street & Bridge Road Intersection Improvements	118.0330	\$ -
Davis Street Reconstruction Project	117.0289	\$ -
Grimes St. & Deer Haven St. Intersection Improvements	118.1106	\$ -
SE Trunk Sanitary Sewer Environmental	119.0268	\$ 1,060.00
SUBTOTAL		<u><u>\$ 1,060.00</u></u>

REIMBURSABLE DEVELOPMENT REVIEW PROJECTS

Big Creek Valley: Construction Drawings	118.0975	\$ 4,168.00
Bridgeview Plat 2: Preliminary Plat & Revised Concept for Plat	119.0294	\$ 850.00
Crossroads Plat 2: Construction Observation	117.1163	\$ 6,071.00
Polk City Storage: Site Plan	119.0403	\$ 900.00
Twelve Oaks Plat 3	115.0170	\$ 3,240.00
SUBTOTAL		<u><u>\$ 15,229.00</u></u>

TOTAL \$ 26,987.50

PCCL SUMMER READING: WEEK 1



MOVIE MONDAY (LEGO MOVIE 2): 35 PEOPLE

TUESDAY STORY TIME/CRAFT: 94 PEOPLE

FRIENDSDAY WEDNESDAY (CHALK PAINT): 87 PEOPLE

THURSDAY PERFORMER (ARTIST TIM READ) 82 PEOPLE

INSTANT POT 101 (FOOD EDITOR LOIS WHITE): 27 PEOPLE

TOTAL PEOPLE THROUGH THE DOOR JUNE 10-15: 1,245 VS. 980 IN 2018

TOTAL CIRCULATION (PHYSICAL MATERIALS) JUNE 10-15: 1,500 ITEMS VS 1,192 IN 2018



ARTIST TIM READ: 82 PEOPLE



INSTANT POT 101: 27



PARKING IS AN ISSUE ON OUR PROGRAM DAYS. PATRONS PARK WHERE EVER THEY CAN FIND A SPOT INCLUDING AT THE METHODIST CHURCH AND HALEY'S ACADEMY WHERE THEY HAVE TO CROSS BUSY BROADWAY OR PARKER BOULEVARD TO GET TO THE LIBRARY.