

# CITY OF HUXLEY

TUESDAY – NOVEMBER 28, 2017 – HUXLEY CITY HALL

## AGENDA

### CITY COUNCIL MEETING – 6:00 PM

**PUBLIC NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF HUXLEY, IOWA, WILL MEET AT THE HUXLEY CITY HALL 515 N. MAIN AVE., HUXLEY, IOWA, FOR THEIR REGULAR COUNCIL MEETING AT 6:00 PM ON TUESDAY THE 28<sup>th</sup> DAY OF NOVEMBER, 2017 TO DISCUSS THE MATTERS ENUMERATED IN THE AGENDA LISTED BELOW.**

#### ROLL CALL – QUORUM PRESENT

- 1.00) COMMENTS FROM THE PUBLIC AND RECEIVING OF PETITIONS AND/OR WRITTEN COMMUNICATIONS TO THE CITY COUNCIL ON AGENDA AND NONAGENDA ITEMS.
- 2.00) PRESENTATION(S): NONE
- 3.00) PROCLAMATION(S): NONE
- 4.00) CONSENT AGENDA:

**ALL ITEMS LISTED WITHIN THIS SECTION ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OR ACTION ON THESE ITEMS UNLESS A COUNCIL MEMBER OR CITIZEN SO REQUESTS, IN WHICH EVENT, THE ITEM WILL BE REMOVED FROM THE GENERAL ORDER OF BUSINESS. AND CONSIDERED SEPARATELY.**

- 4.01) TO APPROVE THE MINUTES FROM THE FOLLOWING MEETINGS:  
November 14, 2017 -- Regular Council Meeting
- 4.02) TO APPROVE FINANCIAL REPORTS AND PAYMENT OF BILLS.
- 4.03) TO APPROVE BEER, WINE AND LIQUOR LICENSES, CIGARETTE PERMITS/ RENEWALS.
- 4.04) TO APPROVE SOLID WASTE HAULER'S PERMIT RENEWAL APPLICATIONS.
- 5.00) PUBLIC HEARING(S):
  - 5.01) PUBLIC HEARING ON PROPOSED AMENDMENT TO THE HUXLEY URBAN RENEWAL AREA.
    - a.) Mayor Opens Hearing
    - b.) Discussion
    - c.) Council Closes Hearing
  - 5.02) PUBLIC HEARING ON PROPOSED DEVELOPMENT AGREEMENT WITH SP ENTERPRISES, LLC D/B/A INNOVATIVE TECHNOLOGIES.
    - a.) Mayor Opens Hearing
    - b.) Discussion
    - c.) Council Closes Hearing

**5.03) PUBLIC HEARING ON PROPOSED DEVELOPMENT AGREEMENT WITH M.R. PROPERTIES, LLC.**

- a.) Mayor Opens Hearing
- b.) Discussion
- c.) Council Closes Hearing

**AGENDA ITEMS:**

**6.00) COMMUNITY BETTERMENT:**

- 6.01) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION 17-091 TO APPROVE URBAN RENEWAL PLAN AMENDMENT FOR THE HUXLEY URBAN RENEWAL AREA.
- 6.02) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION 17-092 TO APPROVE DEVELOPMENT AGREEMENT WITH SP ENTERPRICES, LLC D/B/A INNOVATIVE TECHNOLOGIES, AUTHORIZING ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS AND PLEDGING CERTAIN TAX INCREMENTS REVENUES TO THE PAYMENT OF THE AGREEMENTS.
- 6.03) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION 17-093 APPROVING DEVELOPMENT AGREEMENT WITH M.R. PROPERTIES, L.C., AUTHORIZING ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS AND PLEDGING CERTAIN TAX INCREMENT REVENUES TO THE PAYMENT OF THE AGREEMENT.
- 6.04) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION 17-094 AUTHORIZING INTERNAL ADVANCE FOR FUNDING OF URBAN RENEWAL PROJECT.
- 6.05) DISCUSSION AND POSSIBLE ACTION ON **FIRST READING OF ORDINANCE NO. 465** REGULATING FOOD VENDORS.
- 6.06) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION 17-095 APPROVING THE SITE PLAN FOR PRAIRIE RIDGE #2..

**7.00) PUBLIC SAFETY:**

- 7.01) DISCUSSION AND POSSIBLE ACTION ON MOTION AUTHORIZING AMBULANCE SERVICE TO ADJUST SERVICE AND CALL STIPEND FOR HUXLEY AMBULANCE PERSONNEL.

**8.00) FINANCE:**

- 8.01) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION 17-096 APPROVING THE STORY COUNTY TIF REPORT FOR FY 2019.

**9.00) LEISURE ACTIVITIES:**

- 9.01) DISCUSSION AND POSSIBLE ACTION ON A MOTION TO APPROVE PURCHASE OF LAWNMOWERS.

**10.00) ADMINISTRATIVE BUSINESS: NONE**

**COMMENTS FROM STAFF, COUNCIL AND MAYOR.**

**ADJOURNMENT**

THIS NOTICE IS HEREBY GIVEN AT LEAST 24 HOURS PRIOR TO THE COMMENCEMENT OF THE MEETING SPECIFIED ABOVE. THIS WAS DONE BY ADVISING THE NEWS MEDIA WHO HAVE FILED A REQUEST FOR NOTICE AND BY POSTING THE NOTICE ON THE WINDOW IN THE LOBBY AREA IN CITY HALL THAT IS ACCESSIBLE AND VIEWABLE TO THE PUBLIC. THIS WAS ALL PURSUANT TO CHAPTER 21 OF THE CODE OF IOWA.

WORKSESSION:

THE CITY COUNCIL WILL MEET FOR AN INFORMAL WORKSESSION TO WORK ON ITEMS AND NOT TAKE ANY ACTION ON THOSE ITEMS DURING THE WORKSESSION.

DISCUSSION TOPICS; THAT THE FOLLOWING TOPICS ARE SUGGESTED AND THEY DO NOT REFLECT ALL POSSIBLE ITEMS THAT COULD BE DISCUSSED OR NOT. THE LISTING BELOW DOES NOT NECESSARILY REFLECT THE ORDER IN WHICH THE ITEMS WILL BE DISCUSSED OR IF THEY WOULD BE DISCUSSED AT THIS MEETING. NO ACTION WILL BE TAKEN ON ANY OF THE ITEMS AND THE LIST MAY CHANGE PRIOR TO OR AT THE MEETING.

1. Building Codes
2. Ambulance Service
3. Miscellaneous

THIS NOTICE IS HEREBY GIVEN AT LEAST 24 HOURS PRIOR TO THE COMMENCEMENT OF THE MEETING SPECIFIED ABOVE. THIS WAS DONE BY ADVISING THE NEWS MEDIA WHO HAVE FILED A REQUEST FOR NOTICE AND BY POSTING THE NOTICE ON THE WINDOW IN THE LOBBY AREA IN CITY HALL THAT IS ACCESSIBLE AND VIEWABLE TO THE PUBLIC. THIS WAS ALL PURSUANT TO CHAPTER 21 OF THE CODE OF IOWA.

  
John Haldeman, City Administrator

11/22/2017 3:05 PM



## Huxley City Council Minutes

### Tuesday, November 14, 2017

These minutes are as recorded by the City Clerk and are subject to City Council approval at the next regular council meeting.

**COUNCIL MEETING:** The Huxley City Council met in a regular council meeting on the above date pursuant to rules of the council, notice posted at City Hall, posted on website and emailed to news media. Mayor Henry called the meeting to order at 6:02 PM.

**COUNCIL MEMBERS PRESENT:** Jensen, Deaton, Kuhn, Hemmen, Roberts

**CITY STAFF PRESENT:** John Haldeman-City Administrator, Jolene Lettow-City Clerk, Jeff Peterson—Public Works Director, Mark Pote – Police Chief, Travis Bakken – Parks and Recreation Director, Chad Lovig - Fire Dept. Chief, Krista McGinn – EMS Director

**CONSULTANT PRESENT:** Forrest Aldrich – city engineer

**GUESTS PRESENT:** Shave Devick, Greg Mulder, Joe Schierbrock, Scott Anderson, Bob Gibson, Mark DeYoung, Steve Domino, Corey Harms, Chris Gardner

**PRESENTATION:** Resident at 804 Timberlane asked permission to extend storm sewer pipe to redirect flow of water and reduce erosion problem on property. No expense to the city.

#### CONSENT AGENDA:

*MOTION-Roberts, Second - Hemmen to approve all agenda items as listed.*

- Approve October 24, 2017 Regular Council Meeting Minutes
- Approve Financial Reports and Payment of Bills
- Approve Beer and Wine Permit for Casey's

Roll Call: Roberts, Kuhn, Jensen, Hemmen, voted yes; Deaton abstained. Motion carried.

#### Claims:

ADAM'S DOOR CO., INC.	ADJUST DOORS & REPAIR WIRE	126.50
ADVANTAGE HOMES	BUILDING PERMIT DEPOSIT REFUND	500.00
AFLAC	AFLAC	4.00
ALLIANT ENERGY	GAS & ELECTRIC	8,110.49
AMY HOLMES	COACHING REFUND	17.50
ANKENY SANITATION	WWTP	220.73
ARNOLD MOTOR SUPPLY	KNOCK SENSOR	843.88
BEN WRIGHT	COACHING REFUNDS	17.50
BRAD POWERS	COACHING REFUND	27.50
BRANDON BROWN	COACHING REFUND	27.50
BRICK GENTRY P.C.	MUNICIPAL LEGAL FEES	3,563.17
CARPENTER UNIFORM CO.	UNIFORM PARTS FOR 643	154.97
CHARLEY DALTON	SOCCER COACHING REFUND	17.50
CHICKEN SHED PRIMITIVES	FLOWERS-IN MEMORY OF M. HANKS	42.80
CHITTY GARBAGE SERVICE INC	FD GARBAGE SERVICE	21.94
CITY OF AMES	RESOURCE RECOVERY-2ND HALF	15,092.35
CLIFTON BARTH	COACHING REFUND	17.50
COLBY CALVERT	YOUTH SOCCER REFEREE	50.00
COMPASS MINERALS AMERICA	COURSE ROCK SALT	3,311.03
COUNTRY LANDSCAPES INC.	TREES FOR TREE SALE	1,398.50
CUSTOM STEEL SERVICE	STEEL SHEETS FOR 3C'S RAILING	173.90
DELTA DENTAL PLAN OF IOWA	DENTAL INSURANCE	1,513.58
DMACC	DEVIG EMT CLASS	921.00
DOORS INC.	HANGERS	106.35
DORSEY & WHITNEY LLP	2016 URBAN RENEWAL & DEV.	17,919.50
EASTER & ASSOCIATES	SITE PLAN REVIEWS	850.00
ED H. FELD EQUIPMENT CO. I	WALLET BADGES	252.00
EDWARD JONES	IRA	250.00
ELECTRIC WHOLESALE CO.	TWO POLE 30 AMP BOCT ON BREAKE	25.85
EMERGENCY MEDICAL PRODUCTS	EMS SUPPLIES	210.14
ETHAN HOKEL	COACHING REFUND	17.50

FIDELITY SECURITY LIFE	VISION INS	296.93
FRED VAN BERGEN	COACHING REFUND	17.50
GREENLAND HOMES	BUILDING PERMIT DEPOSIT REFUND	1,500.00
HACH COMPANY	LDO PROBE RUGGED W/ CABLE	805.00
HARBOR WILCOX	YOUTH SOCCER REFEREE	40.00
HAWKINS, INC.	CHEMICALS FOR WATER TREATMENT	1,918.89
HEARTLAND CONSTRUCTION EQU	MOWER PARTS	45.12
HENRY EASTER	YOUTH SOCCER REFEREE	50.00
HOKEL MACHINE SUPPLY	CYLINDER RENTAL	196.00
HUXLEY COOP TELEPHONE CO.	CABLE, INTERNET, PHONE	1,778.38
INTEGRATED PRINT SOLUTIONS	WINTER BROCHURES	1,287.60
INTERNAL REVENUE SERVICE	FED WITHOLDING TAX	19,322.64
INTERSTATE BATTERIES	FOUR BOXES OF "C" BATTERIES	47.80
IOWA DNR	LAB CERTIFICATION RENEWAL	400.00
IOWA DOT	TRASH BAGS, TP, & PAPERTOWELS	152.53
IPERS	IPERS	12,146.45
JAMIE WARG	SOCCER COACHING REFUND	17.50
JANELLE GRUNWALD	COACHING REFUND	17.50
JASON BAKER	COACHING REFUND	27.50
JAYDEN CATTELL	YOUTH SOCCER REFEREE	50.00
JEANA GINGERY	VOLLEYBALL COACHING REFUND	27.50
JERRY CARNEY AND SONS INC.	DOOR HANDLE BRACKET	30.00
JOSH NIELSEN	SOCCER COACHING REFUND	17.50
JULIE MARKS	COACHING REFUND	132.50
KALE KROGH	YOUTH FLAG FOOTBALL REFEREE	100.00
KELLY HARRYMAN	COACHING REFUND	17.50
KIAN THOMPSON	YOUTH SOCCER REFEREE	40.00
KYLE IMMEL	COACHING REFUND	17.50
LINCOLN FINANCIAL GROUP	DISABILITY INSUPANCE	918.64
LOWE'S	DEHUMIDIFIER	61.65
M. R. PROPERTIES LC	BUILDING PERMIT DEPOSIT REFUND	500.00
MADRID AUTOMOTIVE	SEPARATOR, LUBE, FUEL	200.75
MARCO, INC.	COPIER/PRINTER MAINTENANCE	450.59
MARCO, INC.	FD COPIER RENTAL	191.55
MARTIN MARIETTA MATERIALS	TWO TONS CLASS D RIP RAP	59.80
MARTIN OIL WHOLESALE	UNLEADED GASOLINE	320.95
MASON ADAMS	SOCCER COACHING REFUND	15.00
MASS MUTUAL RETIREMENT SER	DEFERRED COMPENSATION	250.00
MATT BALTES	COACHING REFUND	27.50
MATTHEW DEVIG	REIMBURSEMENT FOR EMT BOOK	262.35
MICHAEL JORGENSEN	COACHING REFUND	25.00
MIDWEST BREATHING AIR SYST	AIR TESTING/MAINTENANCE	166.50
MIKE COLVIN	COACHING REFUND	27.50
MISSY COGDILL	VOLLEYBALL COACHING REFUND	27.50
MOODY ELECTRIC, INC.	REPAIRS LIGHTS & BALLAST AT 3C	727.14
MUNICIPAL SUPPLY	STANDPIPE GASKETS	57.00
NAPA AUTO PARTS	BULB	139.34
NCL OF WISCONSIN, INC.	INDICATOR THERMOMETERS	174.61
NEVADA PARKS AND RECREATIO	CIRL WEBSITE FEE	250.00
NICKOLAY CONSULTING, LLC	OCTOBER IT SERVICE	580.00
NOVA FITNESS EQUIPMENT	FITNESS EQUIPMENT REPAIRS	2,194.25
ORGLER, MIKE	BUILDING PERMIT DEPOSIT REFUND	500.00
PEPSI-COLA	CASES OF POP FOR VENDING	810.47
QUALITYONE COMMERCIAL CLEA	NOVEMBER JANITORIAL SERVICE	2,134.00
QUICK'S HARDWARE HANK	SEE ATTACHED	387.32
RANDY SHAEFFER	BUILDING PERMIT DEPOSIT REFUND	500.00
RELIASTAR LIFE INSURANCE C	LIFE INSURANCE	374.22
RYAN CARLIN	YOUTH SOCCER REFEREE	50.00
SAFE BUILDING COMPLIANCE &	BUILDING INSPECTIONS	7,025.83
SCOTT ANDREWS	COACHING REFUND	17.50
SHANNA WUNDER	CLASS CANCELLED	15.00
SHANNON WILSON	COACHING REFUND	32.50
SPRINGER PROFESSIONAL HOME	MONTHLY RODENT CONTROL	42.00
STACEY BAUER	COACHING REFUND	27.50
STACIE NASON	VOLLEYBALL COACHING REFUND	27.50
STAPLES ADVANTAGE	CALENDAR AND LABELS	218.33
STEVE BROKMAN	TOT REGISTRATION REFUND	59.00
STEVE DOMINO	COACHING REFUND	52.50
STITCHED CRAFTS	HPD SHOULDER PATCHES	190.80
STORY COUNTY EXTENSION	ORNAMENTAL & TURFGRASS AP CLAS	35.00
STORY COUNTY MAYOR'S ASSOC	FY2018 DUES	40.00
STORY COUNTY RECORDER	RECORD HDC DEED	7.00
STORY COUNTY SHERIFF'S OFF	2ND QUARTER DISPATCH	5,957.00
TASC	FLEX BENEFIT PLANS	1,152.44
TASC - CLIENT INVOICES	TASC - CLIENT INVOICES	66.25
TAYLOR VANDEN WYNBOOM	COACHING REFUND	17.50
THE PROCESS EQUIPMENT COMP	TRANSDUCER	348.00
TREASURER, STATE OF IOWA	STATE WITHHOLDING	3,109.00
UHS PREMIUM BILLING	MEDICAL INSURANCE	16,429.32
VAN-WALL EQUIPMENT INC.	FORT RIGHT WHEEL SEAL REPAIR	414.25
VEENSTRA & KIMM, INC.	MEADOW LANE PLAT 3 CONSTR. PLA	8,355.00

VERIZON WIRELESS  
VISA  
WINDSTREAM IOWA COMMUNICAT  
ZIEGLER INC

CITY ADMIN CELL PHONE  
SEE ATTACHED  
PD PHONE AT DISPATCH  
FILTERS FOR BACKHOE

44.86  
7,220.02  
70.96  
318.79

001	GENERAL FUND	80,557.50
002	LIBRARY	5,787.21
003	RECREATION	12,416.66
004	FIRE AND RESCUE	1,043.71
014	AMBULANCE	2,929.08
110	STREET	11,726.43
200	DEBT SERVICE	15,000.00
319	RECREATION	1,284.30
600	WATER UTILITY	16,829.74
610	SEWER UTILITY	12,302.87
	PAYROLL	84,600.06
	GRAND TOTAL	244,477.56

**PUBLIC HEARING on Proposed Designation of 2017 Iron Bridge Urban Renewal Area.** Mayor opened meeting at 6:10pm. City administrator, John Haldeman, commented that this action will allow urban renewal area to include the Iron Bridge development. Motion – Deaton, Second Kuhn to close hearing at 6:22pm. 5 ayes.

**MOTION – Deaton, Second – Hemmen on Resolution No. 17-085 to Declare Necessity and Establish an Urban Renewal Area Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan and Project for the 2017 Iron Bridge Urban Renewal Area.** Roll Call: Roberts, Deaton, Kuhn, Hemmen, Jensen voted yes. Motion passed.

**MOTION – Roberts, Second – Deaton on Resolution No. 17-086 to Set a Date of Meeting at Which it is Proposed to Approve a Development Agreement with M.R. Properties, LC, to Include Annual Appropriation Tax Increment Payments.** Meeting scheduled for November 28. Roll Call: Jensen, Kuhn, Deaton, Roberts, Hemmen voted yes. Motion carried.

**MOTION – Roberts, Second – Hemmen on First Reading of Ordinance 464 to Provide for the Division of Taxes Levied on Taxable Property in the 2017 Iron Bridge Renewal Area Pursuant to Section 403.19 of the Code of Iowa.** Roll Call: Jensen, Kuhn, Deaton, Roberts, Hemmen voted yes. Motion carried.

**MOTION – Robert, Second – Deaton to Waive Second and Third Reading of Ordinance 464.** Roll Call: Jensen, Kuhn, Deaton, Roberts, Hemmen voted yes. Motion carried.

**MOTION Deaton, Second – Kuhn on Resolution No. 17-087 to Approve Construction Plans for 550<sup>th</sup> Street.** Letter from city engineer outlines changes that will be included in plans. Roll Call: Jensen, Kuhn, Deaton, Roberts, Hemmen voted yes. Motion carried.

**MOTION – Deaton, Second Kuhn on Resolution No. 17-088 Approve Construction Plans for Meadow Lane Plat #3.** Letter from city engineer outlines changes that will be included in plans. Roll Call: Jensen, Kuhn, Deaton, Roberts, Hemmen voted yes. Motion carried.

**MOTION – Kuhn, Second – Roberts to Approve Request to Extend Storm Sewer Pipe at 804 Timberlane at Property Owner's Expense.** Recommended that a maintenance agreement be executed prior to construction. 5 ayes, 0 nays. Motion carried.

**MOTION – Deaton, Second – Jensen to Accept the FY17 Audit Report.** 5 ayes, 0 nays. Motion carried.

**MOTION – Deaton, Second Kuhn on Resolution No. 17-089 to Approve Urban Renewal Report for FY17.** Roll Call: Jensen, Kuhn, Deaton, Roberts, Hemmen voted yes. Motion carried.

MOTION – Roberts, Second – Deaton on Resolution No. 17-090 to Approve Pay Estimate #3 from ConStruct, Inc from Ames, IA for the Main Avenue Storm Sewer Surface Restoration Project. Retainage funds will be used. Roll Call: Jensen, Kuhn, Deaton, Roberts, Hemmen voted yes. Motion carried.

MOTION – Kuhn, Second – Deaton to Approve Purchase of Weight Room and Cardio Equipment. 5 ayes. Motion carried.

Lawnmower purchase was tabled.

MOTION – Deaton, Second – Roberts to Change Council Meetings for December to the 12<sup>th</sup> and 19<sup>th</sup>. Roll Call: Jensen, Kuhn, Deaton, Roberts, Hemmen voted yes. Motion carried.

Miscellaneous

- Oath of Office for new council members will be performed at December 19th council meeting.
- Councilman Jensen suggested that city hall look at costs associated with capability to scan archived records.
- Councilman Kuhn asked that RFP's for city projects be included in future council packets.

**ADJOURNMENT:** Motion –Roberts, second – Deaton to adjourn meeting at 7:52 pm. 5 ayes, 0 nays.

**WORK SESSION:** Mayor Henry called the meeting to order at 8:00 pm.

Iron Bridge – Preliminary development agreement was submitted to council for review.

Food Truck Ordinance – preliminary ordinance was distributed to council for review.

Ambulance – Councilman Deaton informed council on fire department's request to have salaried staff. Councilman Deaton to provide costs to council.

Building Codes – Councilman Kuhn led council through building code revisions that will be adopted when city implements the 2015 International Building and Residential Codes.

**ADJOURNMENT:** Motion –Deaton, second – Kuhn to adjourn meeting at 9:17pm. 5 ayes, 0 nays.

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Craig D. Henry, Mayor

Attest:


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Jolene R. Lettow, City Clerk



## 11-28-17 COUNCIL CLAIMS LIST

	A	B	C
1	VENDOR NAME	DESCRIPTION	GROSS AMOUNT
2	AMY KAPLAN	GAS REIMBURSEMENT FOR CONFERENCE	\$ 10.17
3	ASPA	MEMBERSHIP RENEWAL	\$ 130.00
4	BUD'S AUTO REPAIR INC	SERVICE TAHOE	\$ 332.92
5	CARDMEMBER SERVICE (VISA)	COPIES AT STAPLES, PIVOT JACKS, & TARP	\$ 224.09
6	CARPENTER UNIFORM CO.	UNIFORM PARTS FOR 649	\$ 360.62
7	CASEY'S GENERAL STORES INC	UNLEADED AND DIESEL FUEL	\$ 1,224.17
8	CINTAS CORPORATION	FIRST AID SUPPLIES	\$ 63.87
9	CON-STRUCT, INC.	MAIN AVE. STORM SEWER PAY EST NO. 3	\$ 3,698.12
10	CONSUMERS ENERGY	ELECTRIC	\$ 8,527.44
11	CULLIGAN WATER CONDITIONING	CARBON FILTERS & LABOR	\$ 142.44
12	CUMMINS CENTRAL POWER	TROUBLESHOOT COOLANT HEATER	\$ 689.36
13	DOLLAR GENERAL CORPORATION	PLASTIC CUTLERY, WIPES, BOWLS, WIPES, BATTERIES, LYSOL, ZIPLOC BAGS, ETC.	\$ 91.75
14	EMERGENCY MEDICAL PRODUCTS	VACUUM SPLINT	\$ 571.95
15	GREENLAND HOMES	BUILDING PERMIT DEPOSIT REFUND	\$ 500.00
16	HEARTLAND CO-OP	ANTIFOAMING AGENT	\$ 55.60
17	HEATHER DENGEL	FITNESS INSTRUCTOR	\$ 395.78
18	INTEGRATED PRINT SOLUTIONS	STAFF SHIRTS & HATS	\$ 317.80
19	INTERSTATE BATTERIES	BATTERIES	\$ 47.80
20	IOWA ONE CALL	EMAIL LOCATES	\$ 80.10
21	J.A. KING & COMPANY, LLC	SCALE RECERTIFICATION	\$ 105.00
22	JEREMY J. ARENDS	OCTOBER'S TREASURER'S REPORT	\$ 80.00
23	KAITLIN ROMSEY	REIMBURSE FOR FRAMING	\$ 164.19
24	LAURIE OXLEY	PILATES INSTRUCTOR	\$ 211.05
25	MARTIN MARIETTA MATERIALS	CLEAN ROCK & ROAD STONE	\$ 491.82
26	MARY GREELEY MEDICAL CENTE	MEDICAL SUPPLIES	\$ 35.86
27	METERING & TECHNOLOGY SOLU	METERS, ERTS, FLANGES, GASKETS	\$ 4,334.00
28	MIDWEST ALARM SERVICES	ANNUAL FIRE ALARM MONITORING	\$ 432.00
29	MURPHY EXCAVATING & GRADIN	DRAIN TILE FOR WORK ON HOINT	\$ 269.50
30	STAPLES ADVANTAGE	TAX FORMS, CARD STOCK, FOLDERS	\$ 148.40
31	TONYA BECKER	TRX FUSION INSTRUCTOR	\$ 261.14
32	VERIZON WIRELESS	AMBULANCE & PD CELL PHONES	\$ 224.30
33	GRAND TOTAL		\$ 24,221.24
34		FUND TOTALS	
35	001 GENERAL FUND	4,166.06	
36	002 LIBRARY	173.54	
37	003 RECREATION	994.79	
38	004 FIRE AND RESCUE	61.08	
39	014 AMBULANCE	976.09	
40	110 ROAD USE TAX	400	
41	402 MAIN AVENUE STORM SEWER	3,698.12	
42	600 WATER UTILITY	8,491.48	
43	610 SEWER UTILITY	5,260.08	
44	GRAND TOTAL	24,221.24	

South Story Bank & Trust Checking:		October 2017 Treasurer's Report	
Balance Per Statement:	\$ 2,123,056.52	Submitted by: Jeremy Arends	
Outstanding Checks:	\$ (45,435.28)	 11/20/17	
Outstanding Deposits:			
Balance:	\$ 2,077,621.24		
Fidelity Bank Checking:			
Balance Per Statement:	\$ 90,742.77		
Money Market Accounts:			
South Story Money Market:	\$ 2,402,754.10		
Fidelity Bank Money Market:	\$ 1,099,764.41		
Money Market Balance:		\$ 3,502,518.51	
Treasury Bonds:			
C55826600549	\$ 1,603.20		
X32744552	\$ 16,032.00		
M55820604B	\$ 1,603.20		
C71508238	\$ 160.32		
Bond Balances:	\$ 19,398.72		
Petty Cash:	\$ 300.00		
Total Combined Balances:	\$ 5,690,581.24		
Treasurer's Report Balance:	\$ 5,690,581.24		
Difference:	\$ (0.00)		

CITY OF HUXLEY  
YEAR TO DATE TREASURERS REPORT  
AS OF: OCTOBER 31ST, 2017

[illegible]

CITY OF HUXLEY  
YEAR TO DATE TREASURERS REPORT  
AS OF: OCTOBER 31ST, 2017

FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES	NET CHANGE IN ASSETS	Y-T-D EXPENDITURES	NET CHANGE IN LIABILITIES	CLOSING BALANCE	INVESTMENTS YTD BALANCE	CHECKING BALANCE
600-WATER UTILITY	316,783.72	306,045.05	0.00	164,848.41	2,229.19	460,209.55	100,000.00	560,209.55
601-WATER SINKING FUND	178,570.51	0.00	0.00	0.00	98,500.00	80,070.51	0.00	80,070.51
602-WATER RESERVE FUND	0.00	0.00	0.00	0.00	98,500.00	98,500.00	0.00	98,500.00
610-SEWER UTILITY	580,379.63	282,072.21	0.00	120,827.61	1,975.84	743,600.07	2,500.00	746,100.07
611-SEWER SINKING FUND	128,225.69	0.00	0.00	0.00	90,335.00	37,890.69	0.00	37,890.69
612-SEWER RESERVE FUND	0.00	0.00	0.00	0.00	90,335.00	90,335.00	0.00	90,335.00
GRAND TOTAL	4,130,912.78	2,798,204.24	0.00	1,373,677.41	14,390.45	5,569,830.06	121,898.72	5,691,728.78

\*\*\* END OF REPORT \*\*\*



HUXLEY  
— BEAT OF THE HEART —

## 2018 Application for Garbage Hauling Permit

**Required:**

☒ \$75 annual permit fee *CK # 7665*

☐ Certification of insurance

Minimum: Bodily injury: \$100,000 per person

\$300,000 per occurrence

Property damage: \$50,000

☐ Equipment: Please provide a complete and accurate listing of the number and type of collection and transportation equipment to be used.

Business Name: Tom Walters Company

Business Address: 221 W 22<sup>nd</sup> Street Boone Iowa 50036

Phone Number: 515-432-3286

Email address: *chucklovina@gmail.com*

*2011 - International  
2018 - Freightliner*

*2006 Western Star*

**Check all that apply:**

**Collection will occur on:**

☒ Monday

☒ Tuesday *as requested*

☒ Wednesday *by client*

☒ Thursday

☒ Friday

☒ Saturday

**Collection will occur at:**

☒ Residential properties

☐ Apartments

☒ Commercial properties

Collection times per section 106.08 of City of Huxley Code of Ordinances: No collector of solid waste shall start the collection of solid waste within city limits before 6 a.m. or collect after 8 p.m., Monday through Saturday. The collection of solid waste is not permitted on Sundays without written approval from the Police Chief, Mayor, or City Council.

Signature of Authorized Agent: *Charles Lovin*

Approved by City Council on \_\_\_\_\_



HUXLEY  
— HEART OF THE PRAIRIES —

## 2018 Application for Garbage Hauling Permit

**Required:**

☐ \$75 annual permit fee CK# 35494

☐ Certification of insurance

Minimum: Bodily injury: \$100,000 per person  
\$300,000 per occurrence

Property damage: \$50,000

☐ Equipment: Please provide a complete and accurate listing of the number and type of collection and transportation equipment to be used.

Business Name: Ankeny Sanitation

Business Address: 221 SE Magazine Rd Ankeny Iowa 50021

Phone Number: 515-964-5229

Email address: dave@ankeny-sanitation.com

**Check all that apply:**

Collection will occur on:

☐ Monday

☐ Tuesday

☒ Wednesday

☐ Thursday

☐ Friday

☐ Saturday

Collection will occur at:

☒ Residential properties

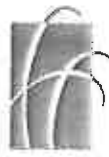
☒ Apartments

☒ Commercial properties

Collection times per section 106.08 of City of Huxley Code of Ordinances: No collector of solid waste shall start the collection of solid waste within city limits before 6 a.m. or collect after 8 p.m., Monday through Saturday. The collection of solid waste is not permitted on Sundays without written approval from the Police Chief, Mayor, or City Council.

Signature of Authorized Agent: Dave Massey

Approved by City Council on \_\_\_\_\_



HUXLEY  
— HEART OF THE PAIRIEZ —

## 2018 Application for Garbage Hauling Permit

**Required:**

☒ \$75 annual permit fee PD CK# 31190

☒ Certification of insurance

Minimum: Bodily injury: \$100,000 per person

\$300,000 per occurrence

Property damage: \$50,000

☐ Equipment: Please provide a complete and accurate listing of the number and type of collection and transportation equipment to be used.

1532 Frontload Truck - Garbage

1533 Garbage Truck

1522 Frontload Truck - Garbage

1523 Recycling Truck

Business Name: Chitty Garbage Service Inc

Business Address: 67 N Ave, P.O. Box 29 Nevada Iowa 50201

Phone Number: 515-382-3808

Email address: patrick@chittigarbage.com

**Check all that apply:**

Collection will occur on:

☐ Monday

☒ Tuesday

☒ Wednesday

☐ Thursday

☒ Friday

☐ Saturday

Collection will occur at:

☒ Residential properties

☒ Apartments

☒ Commercial properties

Collection times per section 106.08 of City of Huxley Code of Ordinances: No collector of solid waste shall start the collection of solid waste within city limits before 6 a.m. or collect after 8 p.m., Monday through Saturday. The collection of solid waste is not permitted on Sundays without written approval from the Police Chief, Mayor, or City Council.

Signature of Authorized Agent: \_\_\_\_\_

*[Handwritten Signature]*

Approved by City Council on \_\_\_\_\_.

515.537.2561

515 N. Main Avenue  
Huxley, IA 50124

[www.huxleyiowa.org](http://www.huxleyiowa.org)

# COMMUNITY BETTERMENT



Prepared by John Danos of Dorsey Whitney, Bond Consul and reformatted by John Haldeman, City Administrator for the City of Huxley, Iowa on the 28<sup>th</sup> day of November, 2017.

**RESOLUTION NO. 17-091**

**RESOLUTION TO APPROVE URBAN RENEWAL PLAN AMENDMENT FOR THE  
HUXLEY URBAN RENEWAL AREA**

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the "Urban Renewal Law"), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, this City Council of the City of Huxley, Iowa (the "City"), by prior resolution established the Huxley Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of projects and initiatives therein; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which authorizes the undertaking of a new urban renewal project (the "Project") in the Urban Renewal Area consisting of providing tax increment financing support to SP Enterprises, LLC d/b/a Innovative Technologies (the "Company") in connection with the construction and operation of new manufacturing facilities for use in the Company's business operations in the Urban Renewal Area; and

WHEREAS, notice of a public hearing by the City Council on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on November 28, 2017; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Story County and the Ballard Community School District; the consultation meeting was held on the 14th day of November, 2017; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Huxley, Iowa, as follows:

Section 1. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 2. It is hereby determined by this City Council as follows:

A. The Project proposed under the Amendment conforms to the general plan for the development of the City;

B. The Project proposed under the Amendment is necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Roll Call	Aye	Nay	Absent
Kevin Deaton	—	—	—
Craig Hemmen	—	—	—
Dave Jensen	—	—	—
Dave Kuhn	—	—	—
Tracey Roberts	—	—	—

***PASSED, ADOPTED AND APPROVED*** this 28<sup>th</sup> day of November 2017.

**APPROVAL BY MAYOR**

I hereby approve the foregoing **Resolution No. 17-091** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 28<sup>th</sup> day of November 2017.

---

Craig D. Henry, Mayor

Attest:

---

Jolene Lettow, City Clerk

**(Attach copy of the urban renewal plan amendment to this resolution.)**

• • • •

Upon motion and vote, the meeting adjourned.

---

Craig D. Henry, Mayor

Attest:

---

Jolene Lettow, City Clerk

Prepared by John Danos of Dorsey Whitney, Bond Consul and reformatted by John Haldeman, City Administrator for the City of Huxley, Iowa on the 28<sup>th</sup> day of November, 2017.

**RESOLUTION NO. 17-092**

**RESOLUTION APPROVING DEVELOPMENT AGREEMENT WITH SP  
ENTERPRISES, LLC D/B/A INNOVATIVE TECHNOLOGIES,  
AUTHORIZING ANNUAL APPROPRIATION TAX INCREMENT  
PAYMENTS AND PLEDGING CERTAIN TAX INCREMENT REVENUES  
TO THE PAYMENT OF THE AGREEMENT**

WHEREAS, the City of Huxley, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Huxley Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a certain development agreement (the "Agreement") between the City and SP Enterprises, LLC d/b/a Innovative Technologies (the "Company") has been prepared, pursuant to which the Company would undertake the construction and operation of new manufacturing facilities for use in the Company's business operations in the Urban Renewal Area (the "Project"); and

WHEREAS, under the Agreement, the City would provide annual appropriation tax increment payments to the Company in a total amount not exceeding \$170,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on November 28, 2017, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa ("Chapter 15A") declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Huxley, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Huxley and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Company thereunder.

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Innovative Technologies Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Certain real property in the City of Huxley, Story County, State of Iowa more particularly described as follows:

Lot Three, Blue Sky Commons, Plat 1, City of Huxley, Story County, Iowa.

Section 5. The City hereby pledges to the payment of the Agreement the Innovative Technologies Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the Innovative Technologies Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Story County to evidence the continuing pledging of the Innovative Technologies Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Roll Call	Aye	Nay	Absent
Kevin Deaton	_____	_____	_____
Craig Hemmen	_____	_____	_____
Dave Jensen	_____	_____	_____
Dave Kuhn	_____	_____	_____
Tracey Roberts	_____	_____	_____

***PASSED, ADOPTED AND APPROVED*** this 28<sup>th</sup> day of November 2017.

**APPROVAL BY MAYOR**

I hereby approve the foregoing **Resolution No. 17-092** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 28<sup>th</sup> day of November 2017.

\_\_\_\_\_  
Craig D. Henry, Mayor

Attest:

\_\_\_\_\_  
Jolene Lettow, City Clerk

On motion and vote the meeting adjourned.

\_\_\_\_\_  
Craig D. Henry, Mayor

Attest:

\_\_\_\_\_  
Jolene Lettow, City Clerk

CITY OF HUXLEY, IOWA  
URBAN RENEWAL PLAN AMENDMENT  
HUXLEY URBAN RENEWAL AREA

November, 2017

The Urban Renewal Plan (the “Plan”) for the Huxley Urban Renewal Area (the “Urban Renewal Area”) is being amended for the purpose of identifying new urban renewal projects to be undertaken therein.

**1) Identification of Project.** By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project description:

**Name of Project:** Innovative Technologies Development Project

**Name of Urban Renewal Area:** Huxley Urban Renewal Area

**Date of Council Approval of the Project:** November 28, 2017

**Description of the Project and Project Location:** SP Enterprises, LLC d/b/a/ Innovative Technologies (the “Company”) has proposed to undertake the construction and operation of new manufacturing facilities (the “Development Project”) on certain real property (the “Development Property”) situated in the Blue Sky Commons Business Park in the Urban Renewal Area.

It has been requested that the City provide tax increment financing assistance to the Company in support of the efforts to complete, operate and maintain the Development Project.

The costs incurred by the City in providing tax increment financing assistance to the Company will include legal and administrative fees (the “Admin Fees”) in the estimated amount of \$7,500.

**Description of Public Infrastructure to be Constructed:** It is not expected that the City will install public infrastructure improvements in connection with the Development Project.

**Description of Properties to be Acquired by the City:** It is not anticipated that the City will acquire real property in connection with the Development Project.

**Description of Use of TIF for the Project:** The City intends to enter into a Development Agreement with the Company with respect to the construction and use of the Development Project and to provide annual appropriation economic development payments (the “Payments”) to the Company thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Development Property. It is anticipated that

the City's total commitment of incremental property tax revenues with respect to the Development Project will not exceed \$170,000, plus the Admin Fees.

**2) Required Financial Information.** The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$12,666,808</u>
--	---------------------

Outstanding general obligation debt of the City:	<u>\$ 9,891,484</u>
--	---------------------

Proposed debt to be incurred under this November, 2017 Amendment*:	<u>\$ 177,500</u>
---	-------------------

\*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.



## DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Huxley, Iowa (the "City") and SP Enterprises, LLC d/b/a Innovative Technologies (the "Company"), as of the \_\_\_\_ day of \_\_\_\_\_, 2017 (the "Commencement Date").

WHEREAS, the City has established the Huxley Urban Renewal Area (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company has proposed to lease certain real property which is situated in the City and lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the "Property"); and

WHEREAS, the Company has proposed to undertake the construction of a new building (the "Project") for use in the Company's manufacturing business operations; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Company in paying the costs of constructing and maintaining the Project; and

WHEREAS, the base valuation of the Property for purposes of calculations of Incremental Property Tax Revenues (as hereinafter defined) under Section 403.19 of the Code of Iowa and this Agreement is \$ 69,300.00 (the "Base Valuation"); and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

### **A. Company's Covenants**

1. **Project Construction.** The Company agrees to cause the construction of the Project on the Property and to maintain and use the completed Project as part of its business operations throughout the Term, as hereinafter defined. The Company has submitted a detailed site plan (the "Site Plan") for the development of the Project to the City which was approved by the City Council on October 10, 2017, and is set forth as Exhibit B hereto. The Company agrees to construct the Project in accordance with the Site Plan and to substantially complete such construction by no later than December 31, 2018.

2. **Property Taxes.** The Company agrees to make or ensure timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term, as hereinafter defined, and to submit a receipt or cancelled check in evidence of each such payment.

3. **Company's Certifications.** The Company agrees to submit documentation to the satisfaction of the City by no later than October 15 of each year during the Term, as hereinafter defined, commencing October 15, 2019, demonstrating that the completed Project is being used in the operation of the Company's business operations.

4. **Property Tax Payment Certification.** Furthermore, the Company agrees to certify to the City by no later than October 15 of each year during the Term, as hereinafter defined, commencing October 15, 2019, an amount (the "Company's Estimate") equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property. In submitting each such Company's Estimate, the Company will complete and submit the worksheet attached hereto as Exhibit C. The City reserves the right to review and request revisions to each such Company's Estimate to ensure the accuracy of the figures submitted. For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies, and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Story County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to taxable incremental valuation of the Property.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.4.

5. **Employment Requirements.** The Company agrees to meet the following employment requirements (the "Employment Requirements") during the Term, as hereinafter defined, of this Agreement:

A. **Base Work Force.** At the time the Project is completed and placed into service, the Company agrees that it will have a work force of at least ten (10) employees (the "Base Work Force") employed in connection with its operations in the City;

B. **Additional Work Force.** The Company agrees to establish not less than seven (7) additional employment positions (the "Additional Work Force"), above and beyond the Base Work Force in connection with the Company's business operations in the City by no later than January 1, 2024.

C. **Work Force Requirements.** From the Commencement Date through January 1, 2024, the Company agrees to maintain the Base Work Force.

From January 1, 2024 and continuing through the remainder of the Term, as hereinafter defined, of this Agreement, the Company agrees to maintain a workforce consisting of the Base Work Force plus the Additional Work Force.

The Company agrees to submit documentation to the satisfaction of the City, by no later than October 15 of each year, commencing October 15, 2019, demonstrating that the Employment Requirements then in effect are being met by the Company. Failure to comply with the Employment Requirements and the reporting requirements set forth in this Section will give the City the right to reduce or withhold Payments, as defined in Section B, below.

6. **Legal Fees.** The Company hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the "Actual Admin Costs") incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Company agrees that the City shall withhold an amount (the "Admin Withholding Amount") equal to the lesser of (1) \$7,500 or (2) the Actual Admin Costs from the initial Payments, as hereinafter set forth in order to recover some or all of the Actual Admin Costs.

7. **Remedy.** The Company hereby acknowledges that any material failure to comply with the requirements of this Section A, will result in the City having the right to withhold Payments under Section B of this Agreement at its sole, reasonable discretion, until such time as the Company has demonstrated, to the satisfaction of the City, that it has cured such non-compliance.

## **B. City's Obligations**

1. **Payments.** In recognition of the Company's obligations set out above, the City agrees to make seven (7) annual economic development tax increment payments (the "Payments") to the Company in each fiscal year during the term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed \$170,000 (the "Maximum Payment Total"), and all Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Story County Treasurer attributable to the taxable valuation of the Property.

Each Payment shall not exceed an amount which represents the Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date. Prior to funding any Payments hereunder, the City shall retain an amount equal to the Admin Withholding Amount from the Incremental Property Tax Revenues received with respect to the Property. Once such amount has been withheld, the Payments shall be funded as described herein.

This Agreement assumes that the taxable value of the Project will go on the property tax rolls as of January 1, 2019. Accordingly, Payments will be made on June 1 of each fiscal year, beginning June 1, 2021, and continuing through and including June 1, 2027, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. **Annual Appropriation.** Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, commencing in the City's 2019-2020 fiscal year, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company's Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment or to seek damages relative thereto or to compel the funding of such Payment in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company's Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2027.

3. **Payment Amounts.** Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2021, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2019), provided, however, that no Payment shall exceed the amount of Incremental Property Tax Revenues received by the City from the Buchanan County Treasurer attributable to the taxable valuation of the Property with the Project thereon.

4. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Story County Auditor an amount equal to the most recently obligated Appropriated Amount.

#### **C. Administrative Provisions**

1. **Amendment and Assignment.** This Agreement may not be amended or assigned by either party without the written consent of the other party. However, the City hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

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

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2027 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF HUXLEY, IOWA

By: \_\_\_\_\_  
Craig D. Henry, Mayor

Attest:

\_\_\_\_\_  
Jolene Lettow, City Clerk

SP ENTERPRISES, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

Certain real property in the City of Huxley, Story County, State of Iowa more particularly described as follows:

Lot Three, Blue Sky Commons, Plat 1, City of Huxley, Story County, Iowa.

**EXHIBIT B**  
**SITE PLAN**

Prepared by John Danos of Dorsey Whitney, Bond Consul and reformatted by John Haldeman, City Administrator for the City of Huxley, Iowa on the 28th day of November, 2017.

**RESOLUTION NO. 17-093**

**RESOLUTION APPROVING DEVELOPMENT AGREEMENT WITH  
M.R. PROPERTIES, L.C., AUTHORIZING ANNUAL APPROPRIATION  
TAX INCREMENT PAYMENTS AND PLEDGING CERTAIN TAX  
INCREMENT REVENUES TO THE PAYMENT OF THE AGREEMENT**

WHEREAS, the City of Huxley, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the 2017 Iron Bridge Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a certain development agreement (the “Agreement”) between the City and M.R. Properties, L.C. (the “Developer”) has been prepared, pursuant to which the Developer would undertake the construction of public infrastructure necessary for the development of a residential housing subdivision in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Agreement, the City would provide a forgivable loan and annual appropriation tax increment payments to the Developer in a total amount not exceeding \$780,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on November 28, 2017, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and



WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Huxley, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Huxley and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new housing opportunities, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments and forgivable loan to the Developer thereunder.

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "M.R. Properties, L.C. Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 82 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, STORY COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14; THENCE NORTH 89°46'54" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, 624.70 FEET TO THE SOUTHEAST CORNER OF PARCEL 'F' AS SHOWN ON THE PLAT OF SURVEY RECORDED AS INSTRUMENT NO. 94-12250, IN CERTIFICATE AND FIELD NOTES BOOK 12, PAGE

192, BEING PART OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 89°54'53" WEST ALONG THE SOUTH LINE OF SAID PARCEL 'F', A DISTANCE OF 448.97 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 'F'; THENCE NORTH 1°17'09" WEST ALONG THE WESTERLY LINE OF SAID PARCEL 'F', A DISTANCE OF 302.63 FEET TO THE POINT OF BEGINNING; THENCE NORTH 1°03'09" WEST, 415.84 FEET; THENCE SOUTH 45°36'03" EAST, 115.23 FEET; THENCE NORTH 89°01'33" EAST, 119.11 FEET TO SAID WESTERLY LINE; THENCE SOUTH 1°03'38" EAST ALONG SAID WESTERLY LINE, 335.27 FEET; THENCE SOUTH 89°26'20" WEST CONTINUING ALONG SAID WESTERLY LINE, 200.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.61 ACRES (70,214 SQUARE FEET).

AND

A PART OF PARCEL 'F' AS SHOWN ON THE PLAT OF SURVEY RECORDED AS INSTRUMENT NO. 94-12250, IN CERTIFICATE AND FIELD NOTES BOOK 12, PAGE 192, BEING PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 82 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, STORY COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14; THENCE NORTH 89°46'54" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, 624.70 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 'F' AND THE POINT OF BEGINNING; THENCE NORTH 89°54'53" WEST ALONG THE SOUTH LINE OF SAID PARCEL 'F', A DISTANCE OF 448.97 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 'F'; THENCE NORTH 1°17'09" WEST ALONG THE WESTERLY LINE OF SAID PARCEL 'F', A DISTANCE OF 302.63 FEET; THENCE NORTH 89°26'20" EAST CONTINUING ALONG SAID WESTERLY LINE, 200.00 FEET; THENCE NORTH 1°03'38" WEST CONTINUING ALONG SAID WESTERLY LINE, 541.11 FEET; THENCE NORTH 17°27'17" EAST CONTINUING ALONG SAID WESTERLY LINE, 128.39 FEET; THENCE SOUTH 60°51'55" EAST, 242.03 FEET TO THE EAST LINE OF SAID PARCEL 'F'; THENCE SOUTH 1°04'07" EAST ALONG SAID EAST LINE, 850.99 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.61 ACRES (287,914 SQUARE FEET).

AND

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 82 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, STORY COUNTY, IOWA, EXCEPT PARCEL 'G' AS SHOWN ON THE PLAT OF SURVEY RECORDED AS INSTRUMENT NO. 95-04706, IN CERTIFICATE AND FIELD NOTES BOOK 13, PAGE 74, BEING PART OF THE NORTHEAST QUARTER OF SAID SECTION 14. PROPERTY CONTAINS 17.49 ACRES (761,713 SQUARE FEET).

AND

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 82 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, STORY COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 13; THENCE NORTH 0°54'34" EAST ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 1318.17 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 89°14'22" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 630.08 FEET; THENCE SOUTH 1°07'21" WEST, 746.09 FEET TO THE CENTERLINE OF 550TH AVENUE; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 300.00 FEET, WHOSE ARC LENGTH IS 73.71 FEET AND WHOSE CHORD BEARS SOUTH 61°46'21" WEST, 73.53 FEET; THENCE SOUTH 54°44'01" WEST CONTINUING ALONG SAID CENTERLINE, 544.11 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID CENTERLINE AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 300.00 FEET, WHOSE ARC LENGTH IS 60.99 FEET AND WHOSE CHORD BEARS SOUTH 48°54'32" WEST, 60.89 FEET; THENCE SOUTH 46°54'56" EAST, 33.00 FEET TO THE SOUTHEASTERLY LINE OF AN EXISTING ROADWAY EASEMENT FOR SAID 550TH AVENUE; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 267.00 FEET, WHOSE ARC LENGTH IS 171.08 FEET AND WHOSE CHORD BEARS SOUTH 24°43'43" WEST, 168.16 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 89°05'47" WEST ALONG SAID SOUTH LINE, 35.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 14.12 ACRES (615,229 SQUARE FEET).

AND

A TRACT OF LAND BEING A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13 AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, ALL IN TOWNSHIP 82 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, STORY COUNTY, IOWA, SAID TRACT OF LAND ALSO BEING AN EXISTING ROADWAY EASEMENT FOR 550TH AVENUE AS SHOWN ON THE FINAL PLAT FOR DEER CREEK SUBDIVISION, AN OFFICIAL PLAT IN STORY COUNTY, IOWA, RECORDED AS INSTRUMENT NO. 02904, IN CERTIFICATE AND FIELD NOTES BOOK 109, PAGE 25 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 13; THENCE EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, 57.0 FEET TO THE EASTERLY LINE OF SAID EXISTING ROADWAY EASEMENT FOR 550TH AVENUE; THENCE SOUTHERLY ALONG SAID EASTERLY LINE TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SAID POINT BEING 41.0 FEET EAST OF THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE WEST ALONG SAID SOUTH LINE, 41.0 FEET TO SAID SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE CONTINUING WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, A DISTANCE OF 25.5 FEET TO THE WESTERLY LINE OF SAID EXISTING ROADWAY EASEMENT FOR 550TH AVENUE; THENCE NORTH ALONG SAID WESTERLY LINE TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SAID POINT BEING 25.5 FEET WEST OF SAID WEST QUARTER CORNER OF SECTION 13; THENCE EAST ALONG SAID NORTH LINE, 25.5 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.3 ACRES MORE OR LESS.

Section 5. The City hereby pledges to the payment of the Agreement the M.R. Properties, L.C. Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the M.R. Properties, L.C. Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Story County to evidence the continuing pledging of the M.R. Properties, L.C. Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Roll Call	Aye	Nay	Absent
Kevin Deaton	___	___	___
Craig Hemmen	___	___	___
Dave Jensen	___	___	___
Dave Kuhn	___	___	___
Tracey Roberts	___	___	___

***PASSED, ADOPTED AND APPROVED*** this 28<sup>th</sup> day of November, 2017.

**APPROVAL BY MAYOR**

I hereby approve the foregoing **Resolution No. 17-093** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 28<sup>th</sup> day of November 2017.

\_\_\_\_\_  
Craig D. Henry, Mayor

Attest:

\_\_\_\_\_  
Jolene Lettow, City Clerk

• • • • •

On motion and vote the meeting adjourned.

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Craig D. Henry, Mayor

Attest:

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Jolene Lettow, City Clerk

STATE OF IOWA  
COUNTY OF STORY  
CITY OF HUXLEY

SS:

I, the undersigned, Clerk of the City of Huxley, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to holding a public hearing and adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Jolene Lettow, City Clerk

## DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Huxley, Iowa (the "City") and M.R. Properties, L.C. (the "Developer") as of the \_\_\_\_ day of \_\_\_\_\_, 2017 (the "Commencement Date").

WHEREAS, the City has established the 2017 Iron Bridge Housing Urban Renewal Area (the "Urban Renewal Area") and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Developer owns certain property in the Urban Renewal Area, the legal description of which is set out in Exhibit A hereto (the "Property"), and the Developer has undertaken the development of single family housing (the "Housing Project") on the Property, including the construction of certain street improvements (the "Street Project") and certain other public infrastructure improvements in connection therewith (the "Infrastructure Project"); and

WHEREAS, the Developer has requested that the City provide financial assistance in the form of (i) incremental property tax payments to be used by the Developer in paying the costs of constructing the Infrastructure Project; and (ii) an economic development forgivable loan (the "Forgivable Loan") to be used in paying the costs of constructing the Street Project; and

WHEREAS, the City Council is willing to provide financial assistance to the Developer in order to assist in paying the costs of the Infrastructure Project and the Street Project; and

WHEREAS, the Iowa Urban Renewal law requires that any project related to housing which receives tax increment financing assistance must also generate funds to be used to provide assistance related to housing for low and moderate income families; and

WHEREAS, the taxable base valuation of the Property for purposes of this Agreement and Section 403.19 of the Code of Iowa is \$ 31,800 (the "Base Valuation"); and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

### **A. Developer's Covenants:**

#### **1. Housing Project, Subdivision, and Infrastructure Project Construction.**

The Developer agrees to construct the Housing Project on the Property in accordance with the detailed site plan previously approved by the City Council on July 10, 2017 and set forth on Exhibit B hereto. Prior to beginning construction of the Housing Project, the Developer will subdivide the Property in accordance with applicable ordinances and regulations.

2. **Infrastructure Project and Street Project Construction.** The Developer agrees to cause the construction of the Infrastructure Project and the Street Project in accordance with the timeline and specifications set forth on Exhibit C hereto. Prior to constructing the Infrastructure Project and the Street Project, the Developer will submit copies of all engineering documents related to the proposed Infrastructure Project and Street Project to the City. The City may request reasonable changes in such documents, to ensure compliance with any applicable ordinances or regulations.

The City shall retain all rights to inspect the Infrastructure Project and the Street Project for quality of work and full compliance with City Code. Nothing in this subsection shall be interpreted as limiting the City's rights to not accept the work if the Infrastructure Project and/or the Street Project are not completed to the satisfaction of the City.

Upon completion of the Infrastructure Project and the Street Project, provided that (i) such improvements are of the type ordinarily dedicated to the City in connection with housing development projects; (ii) the City confirms to the Developer in writing that such completed improvements meet City requirements; and (iii) the City accepts such Infrastructure Project and such Street Project in accordance with State law, the Developer will provide the City with either deeds or permanent easements to the improvements and related rights-of-way comprising the Infrastructure Project and the Street Project, which shall thereafter be maintained by the City.

3. **Infrastructure Project Costs.** Furthermore, upon completion of the Infrastructure Project, the Developer agrees to provide documentation, in such form as may be requested by the City, of the costs incurred in the completion thereof (the "Infrastructure Costs"). Such costs may include all infrastructure-related land acquisition costs, cost of designing and constructing the public improvements, landscaping and grading all land for public improvements, interest expense and other costs of financing, and other reasonably related costs of carrying out the Infrastructure Project. The Infrastructure Costs shall not include such costs as are incurred in the completion of the Housing Project or the Street Project.

Each documentation of the Infrastructure Costs made under this Section will be accompanied by invoices, and such other documentation as is reasonably requested by the City, confirming that the costs detailed in such documentation were in fact incurred in the installation of the Infrastructure Project that such costs are of an amount reasonably to have been expected with respect to such installation. Upon acceptance of such demonstrated costs, the City shall record a summary of the date, amount and nature of the costs on the Summary of Accepted Infrastructure Costs attached hereto as Exhibit D, and such summary shall be the official record of the Infrastructure Costs for purposes of tallying the maximum amount of Payments (as hereinafter defined) allowed to the Developer under this Agreement.

4. **Street Project Costs.** The Developer agrees to submit a Forgivable Loan disbursement request (the "Forgivable Loan Disbursement Request") to the City for the payment of the costs (the "Street Project Costs") incurred in the completion thereof at such time that the Developer has incurred Street Project Costs in the amount of \$200,000 or more. Such Street Project Costs may include all related land acquisition costs, cost of constructing the Street Project, landscaping and grading all land for the Street Project, interest expense and other costs of financing, and other reasonably related costs of carrying out the Street Project. The Street Project



Costs shall not include such costs as are incurred in the completion of the Housing Project or the Infrastructure Project.

The Forgivable Loan Disbursement Request submitted under this Section will be accompanied by invoices, and such other documentation as is reasonably requested by the City, confirming that the costs detailed in such Forgivable Loan Disbursement Request were in fact incurred in the completion of the Street Project and that such Street Project Costs are of an amount reasonably to have been expected with respect to such Street Project.

**5. Forgivable Loan** The Developer agrees to receive the proceeds of the Forgivable Loan, and the Developer further agrees to apply the proceeds of the Forgivable Loan to the payment and/or reimbursement of the Street Project Costs. The Developer hereby agrees to repay the Forgivable Loan to the City in accordance with Section B.1 below.

**6. Developer's Certifications - TIF Estimates.** The Developer agrees to certify to the City by no later than October 15 of each year during the Term, as hereinafter defined, beginning October 15, 2019, the estimated amount of Incremental Property Tax Revenues anticipated to be paid with respect to the taxable incremental property valuation for the Property in the fiscal year immediately following such certification (the "Developer's Estimate"). Each Developer's Estimate shall then be divided into two figures: (1) 46.98% of the taxable incremental property valuation shall be designated as the "LMI Amount" (see Section B.6 below); and (2) 53.02% of the taxable incremental property valuation shall be designated as the "Remaining Incremental Property Tax Revenues."

In submitting each such Developer's Estimate, the Developer will complete and submit the worksheet attached hereto as Exhibit E.

For purposes of this Agreement, Incremental Property Tax Revenues are determined by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Story County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to the incremental valuation of the Property.

Upon request, the City staff shall provide reasonable assistance to the Developer in completing the worksheet required under this Section A.6.

**7. Legal and Administrative Costs.** The Developer hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the "Actual Admin Costs") incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area.

Prior to applying Incremental Property Tax Revenues to the forgiveness of the Forgivable Loan or funding any Payments (as defined in Section B.3 under this Agreement), the City will first withhold from the Incremental Property Tax Revenues an amount (the "Admin Withholding

Amount”) equal to the lesser of (1) \$8,000 or (2) the Actual Admin Costs. Once an amount equal to the Admin Withholding Amount has been withheld by the City, the Forgivable Loan shall be forgiven and the Payments shall be made as hereinafter set forth.

**8. Default Provisions.** The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- a) Failure by the Developer to commence and complete construction of the Housing Project pursuant to the terms and conditions of this Agreement.
- b) Failure by the Developer to commence and complete construction of the Street Project pursuant to the terms and conditions of this Agreement.
- c) Failure by the Developer to commence and complete construction of the Infrastructure Project pursuant to the terms and conditions of this Agreement.

Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Developer describing the cause of the default and the steps that must be taken by the Developer in order to cure the default. The Developer shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Developer fails to cure the default or provide assurances, City shall then have the right to:

- a) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- b) Accelerate the due date of the then unforgiven principal amount of the Forgivable Loan, which amount shall become due and owing within 30-days of the provision of a written notice of such acceleration from the City to the Developer. In the event of acceleration of the Forgivable Loan, the provisions with respect to loan forgiveness as set forth in section B.2 of this Agreement shall not apply.
- c) Withhold the Payments under Section B.3 of this Agreement, such right being additional to the right of annual appropriation as set forth in Section B.4 below.

## **B. City's Covenants:**

1. **Forgivable Loan.** The City hereby agrees to advance the proceeds of the Forgivable Loan to the Developer in an amount equal to \$200,000 within thirty (30) days of the receipt of: (i) a satisfactory Forgivable Loan Disbursement Request from the Developer; and (ii) the executed Promissory Note, as hereinafter defined.

The Developer's obligation to repay the Forgivable Loan shall be evidenced by a promissory note (the "Promissory Note") to be executed by the Developer and delivered to the City. The Promissory Note shall be in substantially the form as set forth on Exhibit F hereto. All principal advanced under the Forgivable Loan shall be due and owing to the City at City Hall by Noon on June 30, 2031, unless sooner forgiven in accordance with the terms of this Agreement or made subject to acceleration in accordance with Section A.8 of this Agreement.

Nothing herein shall prohibit the Developer from forfeiting the right to loan forgiveness, as set forth in Section B.2 of this Agreement by prepaying on the Forgivable Loan at any time.

2. **Loan Forgiveness.** Principal of the Forgivable Loan shall be forgiven annually on each May 1 (each, herein referred to as a "Forgiveness Date"), during the Term, as hereinafter defined, of this Agreement, commencing May 1, 2021 and continuing to, and including, May 1, 2029. The amount of forgiveness on each Forgiveness Date shall be equal to the amount of Incremental Property Tax Revenues that have been received by the City from the Story County Treasurer that is attributable to the Property during the twelve (12) month period immediately preceding each Forgiveness Date, less the LMI Amount (as defined in Section B.6 below). Loan forgiveness shall first be applied to accrued interest and then to outstanding principal.

3. **Payments.** Provided that the Forgivable Loan is forgiven in-full by no later than May 1, 2029, and in recognition of the Developer's obligations set out above to complete the Infrastructure Project, the City agrees to make annual economic development tax increment payments (the "Payments" and individually, each a "Payment") to the Developer during the Term, as hereinafter defined, pursuant to Chapters 15A and 403 of the Code of Iowa, provided, however, that the total amount of the Payments over said Term, as hereinafter defined, of the Agreement shall not exceed an amount (the "Maximum Payment Total") equal to the lesser of (i) \$580,000; or (ii) the demonstrated Infrastructure Costs, as recorded on Exhibit D. All Payments under the Agreement shall be made subject to annual appropriation by the City Council as hereinafter set forth.

Each Payment shall be in an amount which represents the Remaining Incremental Property Tax Revenues received by the City with respect to the taxable incremental valuation of the Property resulting from the Housing Project during the twelve (12) months immediately preceding such Payment date.

In the event that the Forgivable Loan is forgiven in full, Payments will be made on June 1 of each fiscal year, beginning on June 1 in the fiscal year immediately following the fiscal year in which the Forgivable Loan is forgiven; and continuing to, and including, June 1, 2031, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

4. **Security and Annual Appropriation.** The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Story County Treasurer which are attributable to the Property with the Housing Project thereon.

Each of the Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term, as hereinafter defined of this Agreement, beginning in the fiscal year prior to the fiscal year in which it is determined by the City that Remaining Incremental Property Tax Revenues will be available to make Payments, the City Council shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the amount of Remaining Incremental Property Tax Revenues reflected in the most recently submitted Developer's Estimate (the "Appropriated Amount").

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the City to make such Payments or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payments shall not render this Agreement null and void, and the Developer shall make the next succeeding submission of the Developer's Estimate as called for in Section A.6 above, provided however that no Payment shall be made after June 1, 2031.

5 **Payment Amounts.** Each Payment shall be in an amount equal to the corresponding Appropriated Amount, provided, however, that each Payment shall not exceed the amount of Remaining Incremental Property Tax Revenues (excluding allocations of "back-fill" or "make-up" payments from the State of Iowa for property tax credits or roll-back) received by the City from the Story County Treasurer attributable to the taxable valuation of the Property.

6. **Low and Moderate Income Set Aside.** On each Payment date or Forgiveness Date, the City shall retain from then-accumulated Incremental Property Tax Revenues received with respect to the Property an amount (the "LMI Amount") equal to such accumulated Incremental Property Tax Revenues multiplied by the minimum percentage required by Section 403.22 of the Code of Iowa. As of the date of this Agreement, the applicable minimum percentage is 46.98%. To the extent that a reduction in this percentage is allowed by the Iowa Economic Development Authority pursuant to Section 403.22 of the Code of Iowa, then the reduced percentage shall become the operative percentage for purposes of this Agreement.

The LMI Amount shall be retained by the City for use in the provision of assistance to low and moderate income families, pursuant to Section 403.22 of the Code of Iowa. The Developer may apply to the City for all or a portion of the funds set aside for assistance to low and moderate income families, provided the Developer can document to the satisfaction of the City that housing units which are located on the Property are occupied or reserved to be occupied by families which meet the required income limits of state law. The City reserves the right to allocate funds accumulated through the LMI Amount in any lawful manner of its choosing.

7. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.4 above, then the City Clerk will certify by December 1 of each such year to the Story County Auditor (for purposes of Section 403.19 of the Code of Iowa) an amount equal to the most recently obligated Appropriated Amount for the funding of the Payments, plus the corresponding LMI Amount due in the next succeeding fiscal year.

C. **Administrative Provisions**

1. **Assignment.** Neither party shall have the right to cause the Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Developer's rights to receive the economic development tax increment payments hereunder may be assigned by the Developer to a private lender, as security on a credit facility taken in connection with the Housing Project and/or the Infrastructure Project, without further action on the part of the City.

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

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2031.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Developer have caused this Agreement to be signed in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF HUXLEY, IOWA

By: \_\_\_\_\_  
Craig D. Henry, Mayor

Attest:

\_\_\_\_\_  
Jolene Lettow, City Clerk

M.R. PROPERTIES, L.C.

By: \_\_\_\_\_

**EXHIBIT A**  
**Legal Description of Property**

A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 82 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, STORY COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14; THENCE NORTH 89°46'54" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, 624.70 FEET TO THE SOUTHEAST CORNER OF PARCEL 'F' AS SHOWN ON THE PLAT OF SURVEY RECORDED AS INSTRUMENT NO. 94-12250, IN CERTIFICATE AND FIELD NOTES BOOK 12, PAGE 192, BEING PART OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 89°54'53" WEST ALONG THE SOUTH LINE OF SAID PARCEL 'F', A DISTANCE OF 448.97 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 'F'; THENCE NORTH 1°17'09" WEST ALONG THE WESTERLY LINE OF SAID PARCEL 'F', A DISTANCE OF 302.63 FEET TO THE POINT OF BEGINNING; THENCE NORTH 1°03'09" WEST, 415.84 FEET; THENCE SOUTH 45°36'03" EAST, 115.23 FEET; THENCE NORTH 89°01'33" EAST, 119.11 FEET TO SAID WESTERLY LINE; THENCE SOUTH 1°03'38" EAST ALONG SAID WESTERLY LINE, 335.27 FEET; THENCE SOUTH 89°26'20" WEST CONTINUING ALONG SAID WESTERLY LINE, 200.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.61 ACRES (70,214 SQUARE FEET).

AND

A PART OF PARCEL 'F' AS SHOWN ON THE PLAT OF SURVEY RECORDED AS INSTRUMENT NO. 94-12250, IN CERTIFICATE AND FIELD NOTES BOOK 12, PAGE 192, BEING PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 82 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, STORY COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 14; THENCE NORTH 89°46'54" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, 624.70 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 'F' AND THE POINT OF BEGINNING; THENCE NORTH 89°54'53" WEST ALONG THE SOUTH LINE OF SAID PARCEL 'F', A DISTANCE OF 448.97 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 'F'; THENCE NORTH 1°17'09" WEST ALONG THE WESTERLY LINE OF SAID PARCEL 'F', A DISTANCE OF 302.63 FEET; THENCE NORTH 89°26'20" EAST CONTINUING ALONG SAID WESTERLY LINE, 200.00 FEET; THENCE NORTH 1°03'38" WEST CONTINUING ALONG SAID WESTERLY LINE, 541.11 FEET; THENCE NORTH 17°27'17" EAST CONTINUING ALONG SAID WESTERLY LINE, 128.39 FEET; THENCE SOUTH 60°51'55" EAST, 242.03 FEET TO THE EAST LINE OF SAID PARCEL 'F'; THENCE SOUTH 1°04'07" EAST ALONG SAID EAST LINE, 850.99 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.61 ACRES (287,914 SQUARE FEET).

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BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 13; THENCE NORTH 0°54'34" EAST ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 1318.17 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 89°14'22" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 630.08 FEET; THENCE SOUTH 1°07'21" WEST, 746.09 FEET TO THE CENTERLINE OF 550TH AVENUE; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 300.00 FEET, WHOSE ARC LENGTH IS 73.71 FEET AND WHOSE CHORD BEARS SOUTH 61°46'21" WEST, 73.53 FEET; THENCE SOUTH 54°44'01" WEST CONTINUING ALONG SAID CENTERLINE, 544.11 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID CENTERLINE AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 300.00 FEET, WHOSE ARC LENGTH IS 60.99 FEET AND WHOSE CHORD BEARS SOUTH 48°54'32" WEST, 60.89 FEET; THENCE SOUTH 46°54'56" EAST, 33.00 FEET TO THE SOUTHEASTERLY LINE OF AN EXISTING ROADWAY EASEMENT FOR SAID 550TH AVENUE; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 267.00 FEET, WHOSE ARC LENGTH IS 171.08 FEET AND WHOSE CHORD BEARS SOUTH 24°43'43" WEST, 168.16 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 89°05'47" WEST ALONG SAID SOUTH LINE, 35.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 14.12 ACRES (615,229 SQUARE FEET).

AND

A TRACT OF LAND BEING A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13 AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, ALL IN TOWNSHIP 82 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, STORY COUNTY, IOWA, SAID TRACT OF LAND ALSO BEING AN EXISTING ROADWAY EASEMENT FOR 550TH AVENUE AS SHOWN ON THE FINAL PLAT FOR DEER CREEK SUBDIVISION, AN OFFICIAL PLAT IN STORY COUNTY, IOWA, RECORDED AS INSTRUMENT NO. 02904, IN CERTIFICATE AND FIELD NOTES BOOK 109, PAGE 25 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:



BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 13; THENCE EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, 57.0 FEET TO THE EASTERLY LINE OF SAID EXISTING ROADWAY EASEMENT FOR 550TH AVENUE; THENCE SOUTHERLY ALONG SAID EASTERLY LINE TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SAID POINT BEING 41.0 FEET EAST OF THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE WEST ALONG SAID SOUTH LINE, 41.0 FEET TO SAID SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE CONTINUING WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, A DISTANCE OF 25.5 FEET TO THE WESTERLY LINE OF SAID EXISTING ROADWAY EASEMENT FOR 550TH AVENUE; THENCE NORTH ALONG SAID WESTERLY LINE TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SAID POINT BEING 25.5 FEET WEST OF SAID WEST QUARTER CORNER OF SECTION 13; THENCE EAST ALONG SAID NORTH LINE, 25.5 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.3 ACRES MORE OR LESS.

**EXHIBIT B**  
**Site Plan for Housing Project**

**EXHIBIT C**  
**Timeline and Specifications for Infrastructure Project**

**EXHIBIT D**

[illegible]

**EXHIBIT E**  
**DEVELOPER'S ESTIMATE WORKSHEET**

- (1) Date of Preparation: October \_\_\_\_, 20\_\_.
- (2) Assessed Taxable Valuation of Property as of January 1, 20\_\_:  
\$ \_\_\_\_\_.
- (3) Base Taxable Valuation of Property (determined as of January 1, 2018):  
\$ \_\_\_\_\_.
- (4) Incremental Taxable Valuation of Property (2 minus 3):  
\$ \_\_\_\_\_ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):  
\$ \_\_\_\_\_ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).  
\$ \_\_\_\_\_ x \$ \_\_\_\_\_ /1000=\$ \_\_\_\_\_ (the "TIF Estimate")
- (7) Developer's Estimate = \$ \_\_\_\_\_ (TIF Estimate)  
x . \_\_\_\_\_ = \$ \_\_\_\_\_ (Estimated LMI Amount)  
x . \_\_\_\_\_ = \$ \_\_\_\_\_ (Remaining Incremental Property Tax Revenues)

**EXHIBIT F**  
**PROMISSORY NOTE**

**MAXIMUM PRINCIPAL AMOUNT: \$ 200,000.00**

**Dated: \_\_\_\_\_, 2017**

**Maturity Date: June 30, 2031**

M.R. Properties, L.C. (the "Borrower") for value received, promises to pay, to the City of Huxley, Iowa (the "City"), its successors or assigns, the principal sum of Two Hundred Thousand Dollars (\$ 200,000), in lawful money of the United States of America, on June 30, 2031.

The City has made a forgivable loan to the Company in the principal amount of Two Hundred Thousand Dollars (\$200,000) (the "Forgivable Loan") under this Promissory Note (the "Note") and under a certain Development Agreement (the "Agreement") between the City and the Borrower dated \_\_\_\_\_, 2017, and reference is hereby made to the Agreement for a more complete description of the rights and obligations of the parties hereof.

The Forgivable Loan shall be forgiven by the City in accordance with the terms and schedule set forth in the Agreement, and all amounts forgiven shall be recorded on the Schedule of Forgiveness hereon.

Payment of principal of the Forgivable Loan shall be made to the City of Huxley at the Office of the City Clerk, City Hall, 515 North Main Avenue, Huxley, Iowa 50124 by Noon on June 30, 2031, unless sooner forgiven in accordance with the Agreement.

The Borrower reserves the right to prepay principal of this Note, in whole or in part, without penalty, at any time prior to maturity.

In the event of a default under the Agreement which has not been cured in accordance with the terms of the Agreement, including the failure to make repay principal of the Forgivable Loan under the terms of the Agreement, the Borrower agrees to pay all costs and expenses of collection, including reasonable attorney's fees. The Borrower waives demand, presentment, notice of non-payment, protest, notice of protest and notice of dishonor.

This Note is secured, and its maturity is subject to acceleration in each case upon the terms provided in the Agreement.

The validity, construction and enforceability of this Note shall be governed by the internal laws of the State of Iowa without giving effect to the conflict of laws principles thereof.

M.R. PROPERTIES, L.C.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

#### SCHEDULE OF FORGIVENESS

<u>Date of Forgiveness</u>	<u>Amount Forgiven</u>	<u>Signature of City Clerk</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

CITY OF HUXLEY, IOWA  
URBAN RENEWAL PLAN  
2017 IRON BRIDGE HOUSING URBAN RENEWAL AREA  
NOVEMBER, 2017

**I. INTRODUCTION**

Chapter 403 of the Code of Iowa authorizes cities to establish areas within their boundaries known as “urban renewal areas,” and to exercise special powers within these areas. Urban renewal powers were initially provided to cities in order that conditions of blight and of deterioration within cities might be brought under control. Gradually, urban renewal has been found to be a useful tool, as well, for economic development in previously undeveloped areas and for retention of enterprises and jobs in other areas.

In order to facilitate the use of urban renewal for economic development, in 1985, the Iowa General Assembly amended Chapter 403 to authorize City Councils to create “economic development” areas. An economic development urban renewal area may be any area of a city which has been designated by the City Council as an area which is appropriate for commercial, industrial and/or residential housing enterprises and in which the city seeks to encourage further development.

As an additional expression of the role for local governments in private economic development, the General Assembly also enacted Chapter 15A of the Code of Iowa, which declares that economic development is a “public purpose” and authorizes local governments to make grants, loans, guarantees, tax incentives and other financial assistance to private enterprise. The statute defines “economic development” as including public investment involving the creation of new jobs and income or the retention of existing jobs and income that would otherwise be lost.

The process by which an economic development urban renewal area may be created begins with a finding by the City Council that such an area needs to be established within the City. An urban renewal plan is then prepared for the area, which must be consistent with the City’s existing comprehensive or general plan. All other affected taxing entities must be notified and given an opportunity to comment on the plan. The City Council must hold a public hearing on the urban renewal plan, following which, the Council may approve the plan.

In 1996, the Iowa General Assembly again expanded the scope of urban renewal legislation relative to housing development in “economic development areas.” This legislation allows the use of tax increment financing (TIF) for housing projects beyond those that benefit only low and moderate income (LMI) families. Under the 1996 legislation, TIF can be used to support the construction of public infrastructure for any type of housing development as long as a percentage of the TIF revenues or funds from other sources, equal to or greater than the percentage of LMI families in the county, is set aside to help meet the housing needs on this group.

This document is intended to serve as the Urban Renewal Plan for the City of Huxley’s (the “City”) 2017 Iron Bridge Housing Urban Renewal Area (the “Urban Renewal Area”) and will guide the City in promoting economic growth through the encouragement of residential development in such area as detailed herein. This document is an Urban Renewal Plan within the



meaning of Chapter 403 of the Code of Iowa and sets out proposed projects and activities within the Urban Renewal Area.

## **II. DESCRIPTION OF URBAN RENEWAL AREA**

A description of all property (the "Property") that has been included within the Urban Renewal Area is attached hereto as Exhibit A.

## **III. URBAN RENEWAL OBJECTIVES**

The primary objectives for the development of the Urban Renewal Area are:

1. To contribute to a diversified, well-balanced local economy by creating job opportunities and strengthening the property tax base.
2. To assist in providing land and resources for new and expanded residential development in a manner that is efficient from the standpoint of providing municipal services.
3. To stimulate through public action and commitment, private investment in residential development through the use of various federal, state and local incentives, including tax increment financing.
4. To provide municipal infrastructure, services and facilities that enhance possibilities for economic development and community attractiveness to private enterprise.
5. To help finance the cost of streets, water, sanitary sewer, storm sewer, or other public improvements in support of new residential development.
6. To provide a more marketable and attractive investment climate.
7. To increase the number of housing units in the City that are safe, attractive and comfortable.
8. To provide public facilities to enhance City services and enhance the economic attractiveness of the community.
9. To provide assistance for housing on a City-wide basis to families whose incomes are no greater than 80% of the median family income in Story County.

#### **IV. URBAN RENEWAL PROJECTS AND ACTIVITIES**

The following types of activities are examples of the specific actions which may be undertaken by the City within the Urban Renewal Area:

1. Preparation of plans related to the development and implementation of the Urban Renewal Area and specific urban renewal projects.
2. Construction of public improvements and facilities, including streets, public utilities or other facilities in connection with an urban renewal project.
3. Construction of buildings or specific site improvements such as grading and site preparation activities, access roads and parking, railroad spurs, fencing, utility connections, and related activities.
4. Acquisition, preparation and disposition of property for development and/or redevelopment.
5. Making available, as appropriate, financing for development projects, including conventional municipal borrowing and tax increment financing resulting from increased property values in the Urban Renewal Area.
6. Pursuant to state law, provision of direct financial assistance, including grants, loans and tax increment rebate agreements, to private persons engaged in economic development, in such form and subject to such conditions as may be determined by the City Council.

#### **V. SPECIFIC URBAN RENEWAL PROJECTS**

The City has determined to undertake the following initiative in the Urban Renewal Area as economic development urban renewal project:

**Name of Project:** Iron Bridge Housing Development Project

**Date of Council Approval of Project:** July 10, 2017

**Description of the Project:** M.R. Properties, L.C. (the “Developer”) is undertaking the development of single family housing and the corresponding construction of public infrastructure (the “Infrastructure Project”) on the Property (as described in Section II above). The Infrastructure Project will include the construction of improvements to Timberlane Road.

The addition of new housing in the City will enhance the quality of life in the City thereby resulting in commercial and residential growth in the City.

It has been requested that the City provide tax increment financing assistance to the Developer in support of the efforts to complete the Infrastructure Project.

The costs incurred by the City in providing tax increment financing assistance to the Developer will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$8,000.

**Description of Use of TIF:** The City intends to enter into an economic development agreement (the “Agreement”) with the Developer with respect to the construction of the Infrastructure Project thereon and to provide annual appropriation economic development payments (the “Payments”) and an economic development forgivable loan (the “Forgivable Loan”) to the Developer thereunder. The Payments made under the Agreement will be funded with incremental property tax revenues to be derived from the Property. The Forgivable Loan will be funded with an internal advance (the “Internal Advance”) of City funds on hand, and the Internal Advance will be repaid with future incremental property tax revenues to be derived from the Property (as defined in Section II above). It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Infrastructure Project, including the Payments, the Internal Advance, the Admin Costs and the LMI Set Aside (as described below) will not exceed \$1,154,444.

**LMI Set Aside:** Pursuant to the provisions of Section 403.22 of the Code of Iowa, the City will provide low and moderate income family housing assistance in its area of operation in an amount equal to 46.98% (or such lesser amount approved by the Iowa Economic Development Authority) of the incremental property tax revenues used to pay the costs of the Infrastructure Project.

## **VI. LAND USE PLAN AND PROPOSED DEVELOPMENT**

The City has adopted a Comprehensive Land Use Plan which guides the establishment of commercial, residential and industrial land uses throughout the incorporated area. Land use in the Urban Renewal Area will be carried out in a manner that will maintain consistency with the Comprehensive Land Use Plan.

## **VII. TAX INCREMENT FINANCING**

In order to assist in the development or retention of private enterprises, the City may be requested to acquire land, construct public improvements or provide economic development loans, grants or other tax incentives for the benefit of private enterprises in order to enhance the value of property in the Urban Renewal Area. As part of the Urban Renewal Area, the City has adopted an ordinance to create a tax increment district (the “TIF District”), within which the property taxes eventually paid by new private development may be used to pay costs of urban renewal projects for these types of activities, including reimbursing the City or paying debt service on obligations issued by the City. The use of these tax revenues is known as tax increment financing (“TIF”).

Depending upon the date upon which the TIF District is legally established and the date on which debt is initially certified within the TIF District, an original taxable valuation is established for the property within the TIF District, which is known as the “base valuation.” The “base valuation” is the assessed value of the taxable property in the TIF District as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt payable from TIF revenues to be generated within that TIF District. When the value of the property inside the TIF District increases by virtue of new construction or any other reason, the difference between the base valuation and the new property value is the “tax increment” or “incremental value.”

Procedurally, after tax increment debt has been incurred for the financing of improvements within the TIF District or for the payment of economic development incentives to private entities, property taxes levied by all local jurisdictions (city, county, school, area college) against the incremental value, with the exception of taxes levied to repay current or future debt incurred by local jurisdictions and the school district instructional support and physical plant and equipment levies, are allocated by state law to the City's tax increment fund rather than to each local jurisdiction. These new tax dollars are then used to pay principal and interest on any tax increment debt incurred or to pay the costs of projects in the Urban Renewal Area.

## **VIII. ASSISTANCE TO FAMILIES OF LOW AND MODERATE INCOME**

The City's primary objective in the Urban Renewal Area is to promote new residential development and the corresponding construction of public infrastructure.

When a City utilizes TIF to support the provision of public infrastructure related to residential development, a percentage of the TIF revenues generated by the project (or other funds of the City) must be used to provide assistance ("LMI assistance") to families of low and moderate income ("LMI families").

Unless a reduction is approved by the Iowa Department of Economic Development, the percent of incremental revenues used to provide LMI assistance must be at least equal to the percentage of LMI families living in Story County. That percentage is currently 46.98%. LMI families are those whose incomes do not exceed 80% of the median county income.

The requirement to provide assistance for LMI housing may be met either by ensuring that at least 46.98% of the units constructed in the area are occupied by families whose incomes are at or below 80% of the median county income, or by setting aside an amount equal to 46.98% of the project costs for LMI housing activities elsewhere in the City.

If funds are set aside, as opposed to constructing affordable housing in the Urban Renewal Area, the type of assistance provided anywhere within the City may include but is not necessarily limited to:

1. Owner/renter-occupied housing rehabilitation.
2. Grants, credits or other direct assistance to LMI families.
3. Homeownership assistance.
4. Tenant -based rental assistance.
5. Down-payment assistance.
6. Mortgage interest buy-down assistance.
7. Infrastructure development for LMI housing.

## **IX. EFFECTIVE PERIOD**

This Urban Renewal Plan will become effective upon its adoption by the City Council and will remain in effect until it is repealed by the City Council. The collection of incremental property taxes in the Urban Renewal Area will continue for the maximum number of years authorized by Chapter 403 of the Code of Iowa unless otherwise determined by action of the City Council.

## **X. PLAN AMENDMENTS**

This Urban Renewal Plan may be amended in accordance with the procedures set forth in Chapter 403 of the Code of Iowa to, for example, change the project boundaries, modify urban renewal objectives or activities, or to carry out any other purposes consistent with Chapter 403 of the Code of Iowa.

## **XI. FINANCIAL INFORMATION**

### **CITY DEBT INFORMATION**

1. Current constitutional debt limit	\$ <u>12,666,808</u>	
2. Outstanding general obligation debt:	\$ <u>9,891,484</u>	
3. Proposed amount of TIF debt		
to be incurred*	\$ <u>780,000</u>	(Payments/Internal Advance)
	\$ <u>8,000</u>	(Admin Costs)
	\$ <u>366,444</u>	(LMI Amount)
	\$ <u>1,154,444</u>	(Total)

\*Some or all of the debt incurred hereunder may be subject to annual appropriation by the City Council.

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**2017 IRON BRIDGE HOUSING URBAN RENEWAL AREA**

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A TRACT OF LAND BEING A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13 AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, ALL IN TOWNSHIP 82 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, STORY COUNTY, IOWA, SAID TRACT OF LAND ALSO BEING AN EXISTING ROADWAY EASEMENT FOR 550TH AVENUE AS SHOWN ON THE FINAL PLAT FOR DEER CREEK SUBDIVISION, AN OFFICIAL PLAT IN STORY COUNTY, IOWA, RECORDED AS INSTRUMENT NO. 02904, IN CERTIFICATE AND FIELD NOTES BOOK 109, PAGE 25 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 13; THENCE EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, 57.0 FEET TO THE EASTERLY LINE OF SAID EXISTING

ROADWAY EASEMENT FOR 550TH AVENUE; THENCE SOUTHERLY ALONG SAID EASTERLY LINE TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SAID POINT BEING 41.0 FEET EAST OF THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE WEST ALONG SAID SOUTH LINE, 41.0 FEET TO SAID SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE CONTINUING WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, A DISTANCE OF 25.5 FEET TO THE WESTERLY LINE OF SAID EXISTING ROADWAY EASEMENT FOR 550TH AVENUE; THENCE NORTH ALONG SAID WESTERLY LINE TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SAID POINT BEING 25.5 FEET WEST OF SAID WEST QUARTER CORNER OF SECTION 13; THENCE EAST ALONG SAID NORTH LINE, 25.5 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.3 ACRES MORE OR LESS.



**RESOLUTION NO. 17-094**

**RESOLUTION AUTHORIZING INTERNAL ADVANCE FOR FUNDING  
OF URBAN RENEWAL PROJECT**

WHEREAS, the City of Huxley, Iowa (the "City"), has previously established the 2017 Iron Bridge Urban Renewal Area (the "Urban Renewal Area") and has established the 2017 Iron Bridge Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund") in connection therewith; and

WHEREAS, the City has authorized and undertaken the construction of public infrastructure (the "Project") necessary for the development of a residential housing subdivision as an urban renewal project in the Urban Renewal Area; and

WHEREAS, certain costs (the "Project Costs") have been or will be incurred in connection with the carrying out of the Project; and

WHEREAS, in order to cover a portion of the Project Costs and to make such Project Costs eligible to be recouped from incremental property tax revenues, it is necessary to facilitate an internal advance (the "Advance") of funds;

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

Section 1. In order to cover a portion of the Project Costs, an amount not in excess of Two Hundred Thousand Dollars (\$200,000) will be advanced from the General Fund (the "Source Fund"). The Advance shall be repaid to the Source Fund, without interest, out of incremental property tax revenues received with respect to the Urban Renewal Area.

It is intended that the Advance shall be repaid to the Source Fund in eleven (11) annual installments on June 1 in each of the years 2021 through 2031, inclusive, provided, however, that repayment of the Advance is subject to the determination of the City Council that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Advance, and the City Council reserves the right to appropriate funds to the repayment of the Advance, or to withhold such appropriation at its discretion.

Section 2. A copy of this Resolution shall be filed in the office of the County Auditor of Story County, Iowa to evidence the Advance. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify the Advance no later than December 1, 2019.

Section 3. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

Roll Call	Aye	Nay	Absent
Kevin Deaton	_____	_____	_____
Craig Hemmen	_____	_____	_____
Dave Jensen	_____	_____	_____
Dave Kuhn	_____	_____	_____
Tracey Roberts	_____	_____	_____

***PASSED, ADOPTED AND APPROVED*** this 28<sup>th</sup> day of November 2017.

**APPROVAL BY MAYOR**

I hereby approve the foregoing **Resolution No. 17-092** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 28<sup>th</sup> day of November 2017.

\_\_\_\_\_  
Craig D. Henry, Mayor

Attest:

\_\_\_\_\_  
Jolene Lettow, City Clerk

On motion and vote the meeting adjourned.

\_\_\_\_\_  
Craig D. Henry, Mayor

Attest:

\_\_\_\_\_  
Jolene Lettow, City Clerk

**RESOLUTION NO. 17-095**

**RESOLUTION APPROVING FINAL PLAT PRAIRIE RIDGE PLAT #2**

**WHEREAS**, Duane Jensen, of J Corp, Inc. has submitted a Final Plat for review ; and

**WHEREAS**, the Commission voted to recommend approval of the bulk regulation changes at their October 2, 2017 meeting.

**WHEREAS**, the Final Plat has been reviewed by the City Engineer and he recommends conditional approval per attached letter.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HUXLEY, IOWA**, that the Huxley City Council has reviewed said Final Plat and approves subject to the conditions and/or waivers and per attached letter.

Roll Call	Aye	Nay	Absent
Kevin Deaton	_____	_____	_____
Craig Hemmen	_____	_____	_____
Dave Jensen	_____	_____	_____
Dave Kuhn	_____	_____	_____
Tracey Roberts	_____	_____	_____

**PASSED AND APPROVED** this \_\_\_\_ day of November, 2017.

**APPROVAL BY MAYOR**

I hereby approve the foregoing **Resolution No. 17-095** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this \_\_\_\_ day of November, 2017.

\_\_\_\_\_  
Craig D. Henry, Mayor

ATTEST:

\_\_\_\_\_  
Jolene Lettow, City Clerk



**VEENSTRA & KIMM, INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

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November 20, 2017

John Haldeman  
City Administrator  
City of Huxley  
515 N. Main Avenue  
Huxley, Iowa 50124

HUXLEY, IOWA  
PRAIRIE RIDGE PLAT 2  
FINAL PLAT

We have reviewed the final plat for Prairie Ridge Plat 2 and find it acceptable provided the HOA covenants documentation is provided describing utility and access ownership and maintenance and the final plat attachments as described in Ordinance Chapter 166 Par. 166.31 are provided.

If you have any questions or comments, please contact us at 225-8000.

VEENSTRA & KIMM, INC.

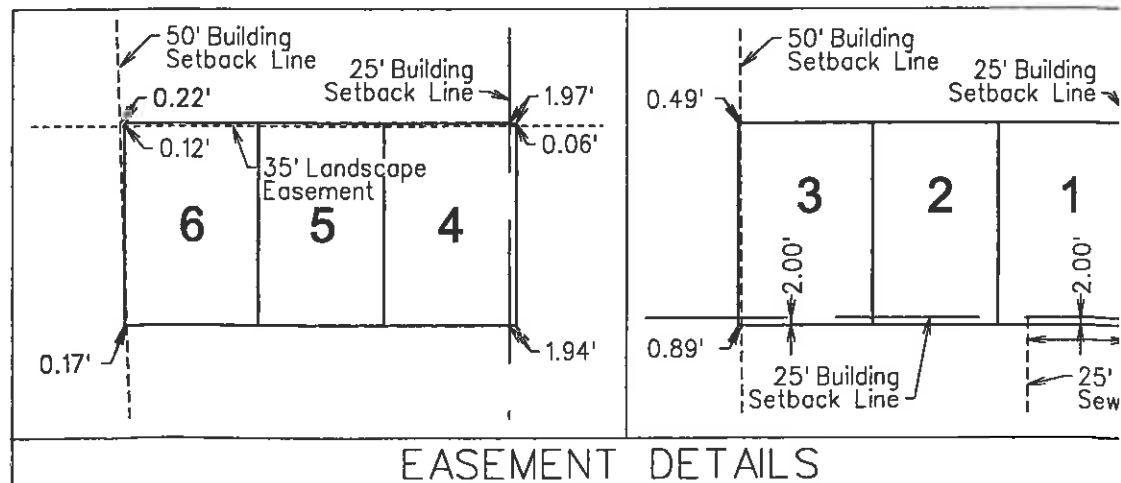
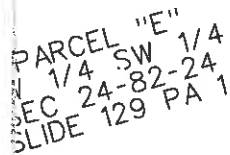
A handwritten signature in black ink, appearing to read 'Forrest S. Aldrich', written in a cursive style.

Forrest S. Aldrich

FSA:dml  
45229-013

cc: Jeff Peterson, City of Huxley (e-mail)  
Eric Cannon, Snyder & Associates, Inc. (e-mail)  
Duane Jensen, J Corp. Inc. (e-mail)

## PARKRIDGE AVENUE



HOA

Prepared by and after recording return to: Kathleen Law, 700 Walnut, Suite 1600, Des Moines, Iowa 50309; 515-382-3116

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS  
FOR  
PRAIRIE RIDGE PLAT 2

This Declaration of Covenants, Conditions, Easements and Restrictions for Prairie Ridge Plat 2 (the "Declaration") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Parkridge 123, LLC and Parkridge 456, LLC, hereinafter referred to together as "Declarant" who are the developers of the townhome project referenced herein and the fee titleholders to the property described herein.

WITNESSETH:

WHEREAS, Declarant is the developer of certain property in Story County, Iowa, which is more particularly described as:

Lots 1 through 6 and Outlot "A" in Prairie Ridge Plat 2, Huxley, Story County, Iowa.

NOW, THEREFORE, Declarant hereby declares that all of the Properties described above shall be held, sold, and conveyed subject to all prior easements recorded and to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding upon all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I.**  
**Definitions**

Section 1. "Association" shall mean and refer to "Parkridge Avenue Owner's Association", its successors and assigns, a nonprofit corporation organized pursuant to Chapter 504 of the Code of Iowa, 2017, as amended.

Section 2. "Association Maintenance Obligation" shall mean and refer to the obligation of the Association to provide and pay for all Exterior Maintenance of the Townhomes, the maintenance of Outlot "A" also known as the Common Area, both as hereinafter defined and all of the snow removal, irrigation system matters (if applicable), lawn mowing, and landscaping work for the Lots within the Properties.

Section 3. "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Properties" shall mean and refer to that certain real estate described in Article II of this Declaration, including any plat, division, or subdivision or portion thereof as may hereafter be brought within the jurisdiction of the Association, as well as any Properties that are subsequently added thereto pursuant to the terms of this Declaration.

Section 5. "Common Area" and "Outlot A" shall mean and refer to:

Outlot "A" in Prairie Ridge Plat 2, Huxley, Story County, Iowa

It is understood that the ingress/egress area that allows access to the individual Lots is a part of Outlot A. Outlot A is to be owned by the Association at the time of the conveyance of the first Lot to a Lot Owner. Outlot A is to be maintained solely at the expense of the Association as a part of the Exterior Maintenance described below and in perpetuity. This maintenance shall include the replacement and maintenance of all driveways, sidewalks and walkways as well as maintenance of the open space and green space areas

located in Outlot A.

Section 6. "Townhome" shall mean and refer to any portion of a residence situated upon a Lot designated and intended for use and occupancy as a residence.

Section 7. "Lot" or "lots" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of Outlot "A", whether or not the same is a platted.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. "Declarant" shall mean and refer to Parkridge 123, LLC and Parkridge 456, LLC, and their successors and assigns.

Section 10. "Exterior Maintenance" shall mean and refer to:

- a. the residing, painting and staining of exterior surfaces as required from year to year, as well as all items of maintenance relating to the exterior of any of the Townhomes including, but not limited to, roof replacement and repair, all replacement and repair relating to Outlot A, all driveway replacement and repair, and sidewalk and walkway repair and replacement as may be determined necessary by the Board of Directors and which must be coordinated through the Board of Directors to insure an ongoing continuity of construction and harmony of architectural design and color scheme. **The Lot Owners shall be responsible at their own expense for the repair and replacement of items peculiar to the particular Lot including, but not limited to, heating, ventilation and air conditioning (HVAC), patios, decks and stoops. Such items shall not be considered Exterior Maintenance and the cost thereof shall not be included as part of any Association Maintenance Obligation assessments.**
- b. all snow removal, irrigation system matters, lawn mowing and landscaping work and all maintenance of the private park areas, necessary on any of the lots shall be the responsibility of the Association and the expense therefore shall be part of the Association Maintenance Obligation. In addition, all costs of repair and maintenance for the ingress/egress area including all improvements constructed thereon shall be a part of the Association Maintenance Obligation. In addition to the above-described items, any walls which are built upon the dividing line between lots (lot line walls) and which are not open to the elements shall not be altered by the Lot Owner. Any cost of maintenance of such lot line walls shall also be part of the Association Maintenance Obligation, except that any maintenance of such lot line walls caused by the negligent or intentional act or omission of any Lot Owner shall not be an Association Maintenance Obligation but shall be charged back to and be the expense of the Lot Owner causing such maintenance to be performed. Such lot line walls are intended to be constructed as walls in common pursuant to Chapter 563 Code of Iowa (2017). Any damage to such lot line walls that allows for their direct exposure to the outside elements shall be weatherproofed by the Association pending finalization of maintenance thereto. The Association shall be responsible for arranging for maintenance and/or replacement of all front doors and garage doors for each Townhome, but the expenses relating thereto shall not be an Association Maintenance Obligation but shall, instead, be billed back directly to the particular Townhome involved. The Association shall be responsible for the common utilities of sewer and water lines from the public connection at the southeast corner of Outlot "A". The Association shall be responsible for arranging for maintenance and/or replacement of these utilities. Expenses related to unclogging of sewer lines extending from the main trunk line to the individual properties shall not be an Association Maintenance Obligation but shall, instead, be billed back directly to the particular Townhome associated with the clog removal.

Section 11. "Capital Improvements" shall mean and refer to any construction of, reconstruction of, substantial alteration of, substantial repair of, or substantial addition to the physical amenities, utilities, and improvements upon the Properties.

## **ARTICLE II.**

### **Property Subject to this Declaration**

Section 1. The property which is subject to and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Huxley, Story County, State of Iowa, and is more particularly described as:

Lots 1 through 6 and Outlot "A" in Prairie Ridge Plat 2, Huxley, Story County, Iowa  
(hereinafter referred to as the "real estate" or the "Properties").

### **ARTICLE III. Property Rights**

**Section 1. Reconstruction of Townhomes.** If a Townhome is damaged or destroyed by any cause, the Lot Owner shall be required to initiate repair, restoration or reconstruction of such Townhome according to the plans and specifications for such Townhome for which a building permit was issued for original construction within 30 days, with completion of such repair, restoration, or reconstruction to take no more than 180 days with the following exceptions:

- a. If such repair, restoration or reconstruction is desired in a manner that differs from the plans and specification of original construction, such changes in plans must be approved by seventy-five percent (75%) of the Lot Owners and the City of Huxley, Iowa.
- b. Failure by the Lot Owner to initiate and complete repairs, restoration, or reconstruction of the Townhome as described previously in this section shall permit the Association to initiate such repairs, restoration or reconstruction or if deemed necessary by the Board of Directors, the removal of said Townhome and subsequent Lot improvements subject to the consent requirements of subsection (a) hereof, all at the Lot Owner's cost.
- c. The Lot Owner of a damaged Townhome shall be responsible for making arrangements for protection of the remaining Townhomes from rain, snow, or other weather conditions immediately after any damage or destruction has occurred and during the entire time of any repair restoration or reconstruction in order that no further damage occurs to other Townhomes. Failure of the Lot Owner of a damaged Townhome to immediately provide such protection shall allow for the Association to provide such protection, with the cost thereof being a special assessment relating solely to the damaged Townhome.
- d. The requirements of this Article shall not apply to any non-structural interior remodeling in any Townhome.

**Section 2. Declarant's Reserved Rights.** The Declarant shall have the following reserved rights as a Lot Owner:

- a. The right to create and dedicate easements for drainage or other utility purposes.
- b. The right to sell or transfer its rights and obligations to a successor or assign.

All reserved rights of the Declarant pursuant to this section, shall expire when the Declarant no longer has title interest in any Lot. Exercise of the reserved rights shall not require the consent of the Association, its Board of Directors, or its Members.

#### **Section 3. Easements.**

- a. **Ingress/Egress Easement.** Declarant hereby grants a perpetual nonexclusive easement for ingress and egress over, across and through the portions of Outlot A South of and adjacent to Lots 4, 5, and 6, and North of and adjacent to Lots 1, 2, and 3, as well as the driveway connections therefrom to the Townhomes, specifically including all of the interior streets, driveways and walkways, to all of the Lot Owners of the Association, as well as their invitees, tenants and guests for the purpose of obtaining vehicular and pedestrian access to the individual Lots as well as for parking purposes and to the City of Huxley, Iowa for the purposes of allowing all rescue, fire, and emergency vehicles to have access to all Townhomes located within the Properties. All such easement rights, however, are subject to and conditioned upon the remaining terms, conditions, and restrictions of this Declaration. Maintenance of the Outlot A access easement area granted herein, including the interior streets, driveways and walkways described above, shall be performed by the Association as a part of the Association Maintenance Obligation.
- b. **Irrigation Easement.** Declarant hereby reserves a perpetual nonexclusive easement in favor of the Association for the purpose of installation and ongoing use and maintenance of an irrigation system. The location of this easement shall not interfere with any driveways, buildings or other structures constructed on the Properties. The easement described herein is intended to relate to Outlot A and shall give the Association the right to come on to Outlot A at reasonable times in order to repair and maintain the irrigation system, if one is installed, with all such repair and maintenance being an Association Maintenance Obligation as described previously herein.
- c. **Service Road Easement.** Declarant hereby grants a temporary nonexclusive easement for ingress and egress for service road purposes to allow for future construction activities over Outlot A outside of the building footprint of any Townhome, for the purpose of allowing Declarant and its construction equipment and subcontractors to obtain access to the building sites within the Properties in order that the paved areas of Outlot A are not damaged or destroyed thereby. At such time as construction has been completed on all Townhomes in the development, Declarant agrees to grade the service road



easement area in order that it blends with the surrounding landscaped portions of Outlot A, and Declarant shall landscape such area as has been done on the remainder of the Properties, at the sole expense of Declarant.

d. Utility Easement and Maintenance Agreement.

1. Declarant hereby grants a perpetual non-exclusive easement and right-of-way under, over, on, through, across and within each of the Lots within the Properties (known as "Easement Area"), for the purpose of the Association and/or the Lot Owners to reconstruct, repair, replace, enlarge, inspect and maintain any and all sanitary sewer and water services ("Utility Services"), along with all necessary structures and appurtenances thereto, which may be located within the Properties at any time. Declarant agrees to originally design and construct the Utility Services to be located within the Properties at Declarant's sole cost and expense. By acceptance of the deed for any Lot within the Properties, the Lot Owners shall be deemed to have accepted the terms of this easement without any subsequent document or agreement being necessary, and such Lot Owner, by such acceptance, agrees to be obligated to perform all reconstruction, repair, replacement, enlargement, inspection and maintenance relating to the Utility Services that are located on each Lot Owner's Lot, subject to the obligations of the Association set forth in sections (d)(3), and (4), hereinafter set forth.

2. Change of Grade Prohibited. Declarant and its grantees, assigns and transferees shall not change the grade, elevation or contour of any area subject to the Utility Services contrary to the site plan relating to the Properties that has been approved by the City of Huxley without the prior written consent of the City of Huxley.

3. Responsibility. Any work described herein that relates to any Utility Services shared in common between more than one Lot Owner shall be coordinated exclusively by the Association, and the Association is hereby appointed as attorney-in-fact for all Lot Owners of Lots within the Properties, with such appointment being coupled with an interest, to accomplish such work.

4. Costs. All costs associated with any work performed pursuant to this Easement shall be the obligation of the Association and shall be specially assessed by the Association in a prorata amount, equally against all Lots within the Properties. Costs related to removal of clogs within sewer lines extending from the main lines to the individual Lots shall be reimbursed to the Association per Section 1(10)(b) of this Declaration.

5. Right of Access. All Lot Owners and the Association shall have the right of access to the Utility Services wherever they may be located, whether inside or outside of any structure located on the Properties, and shall have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement granted herein from property adjacent thereto for an area reasonably necessary to allow for any work to be performed relating to the Utility Services.

6. Easement Benefit. This easement shall be for the benefit of all of the Lot Owners of Lots within the Properties and their grantees, assigns, transferees and lessees.

7. Easement Runs with Land. This easement shall be deemed perpetual and shall run with the land and shall be binding on Declarant and Lot Owner's assigns and transferees.

8. Property to be Restored. Upon completion of any reconstruction, repair, enlargement or maintenance of any Utility Services or any appurtenance thereto, the party performing such work shall restore the disturbed area in good and workmanlike manner, including restoration of the irrigation system (if applicable), and restoration of lawns by seeding (or by sodding if irrigation is readily available) to a condition comparable to its condition before the performance of such work.

e. Easement for Encroachments. An easement for encroachment purposes is hereby granted for any encroachment that may exist upon any Lot in the event that the improvements constructed upon that Lot encroach any other Lot as a result of construction, reconstruction, repair, shifting, settlement, or movement in any fashion. Such encroachments and the easements therefor shall not be considered or determined to be encumbrances for the purposes of marketability of title. In the event that any improvements are partially or totally destroyed and then rebuilt, every effort shall be made to correct any such encroachment.

#### **ARTICLE IV.**

##### **Membership and Voting Rights in the Association**

Section 1. Membership. Each Lot Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. AS OF THE DATE OF THIS DECLARATION, PARKRIDGE 123, LLC OWNS 3 LOTS AND PARKRIDGE 456, LLC OWNS 3 LOTS AND ARE THE MEMBERS OF THE ASSOCIATION. IF AT ANY TIME EITHER OF PARKRIDGE 123, LLC OR PARKRIDGE 456, LLC NO LONGER OWNS ANY LOT, THE OTHER PARTY SHALL BE THE SOLE VOTING MEMBER OF THE ASSOCIATION

UNTIL SUCH TIME AS THE OTHER PARTY NO LONGER OWNS ANY LOT.

## ARTICLE V.

### Covenants for Association Maintenance Obligation Assessments

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- a. Annual assessments or charges (payable monthly),
- b. Special assessments for Capital Improvements, such assessments to be established and collected as hereinafter provided, and
- c. Taxes or assessments levied by a government or quasi-governmental body on the Properties and spread by the Association or such body pursuant to the allocated percentage established for each Lot for the payment of the Association Maintenance Obligations.
- d. The annual and special assessments, or governmental or quasi-governmental levies, together with interest, costs, and reasonable attorney's fees incurred in connection with the collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners of the Properties, and for the improvement and maintenance of Outlot A and the Townhomes and buildings situated upon the Properties, including but not limited to the payment of taxes, special assessments for work performed by a governmental or quasi-governmental subdivision, insurance, water charges, utility charges, repair, replacement of, and additions to, the Properties, grading and maintenance of the lawns/landscaping and for the cost of labor, equipment, materials, management and supervision.

Section 3. Annual Assessment. The Board of Directors shall determine the total amount of the initial annual assessment for all Lots. Each of Lots 1, 3, 4, and 6 shall be responsible for the payment of 18% of the total annual assessment for all Lots and each of Lots 2 and 5 shall be responsible for the payment of 14% of the total annual assessment for all Lots.

- a. From and after the first anniversary of the filing of this Declaration, the annual assessment may be increased each year not more than 25% above the maximum assessment for the previous year without a vote of the membership. Each of Lots 1, 3, 4, and 6 shall be responsible for the payment of 18% of the total annual assessment for all Lots and each of Lots 2 and 5 shall be responsible for the payment of 14% of the total annual assessment for all Lots.
- b. From and after the first anniversary of the filing of this Declaration, the annual assessment may be increased above 25% by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose. Each of Lots 1, 3, 4, and 6 shall be responsible for the payment of 18% of the total annual assessment for all Lots and each of Lots 2 and 5 shall be responsible for the payment of 14% of the total annual assessment for all Lots.
- c. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the amount described herein.
- d. The Board of Directors of the Association shall, after consideration of future costs for Exterior Maintenance, establish a reserve fund for such purposes with the monies necessary for such reserve fund to be part of the annual assessment. The reserve fund shall be administered pursuant to the Bylaws of the Association.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Properties, including fixtures and personal property related thereto, provided that any such assessment shall only be effective after it has secured a vote of 2/3 of the Members of each class described herein who vote in person or by proxy, at a meeting duly called for that purpose.

Section 5. Special Assessments for Public Roads or Other Public Purposes. In addition to the annual and special assessments authorized herein, the Association shall levy in any assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any special assessment

obligation for public roads, public utilities, or other public purposes which a public, quasi-public, or governmental authority may assess on any project even though the assessment boundaries may only cover a portion of the Properties falling within this Declaration. Any such special assessment shall be levied against the entire development as a whole with each Lot Owner paying its proportionate share pursuant to its percentage of Association Maintenance Obligation allocation.

The Association may enter into a petition and waiver to contract with the public, quasi-public, or governmental authority concerning any project involving a special assessment. If petition and waiver is used and adopted, the Association, on behalf of all Lot Owners and Members of the Association, shall execute all documents required in connection with said petition and waiver in the form generally required by the public, quasi-public, or governmental authority. The Association may execute such documents only after securing the affirmative vote of two-thirds (2/3) of the Members described herein who vote in person or by proxy, at a meeting duly called for that purpose.

Section 6. Rate of Assessment. All annual and special assessments shall be fixed for all Lots by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to each of the Lots subject to this Declaration on the first day of the month following the conveyance of such Lot to an owner other than the Declarant. During the time that Declarant is the Lot Owner of any such Lots, no assessments shall be due, provided, however, that Declarant shall be responsible for any expenses of any sort relating to such Lot prior to conveyance. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessment on a Lot is binding upon the Association as of the date of its issuance. At the time of the initial closing of the conveyance of any Townhome from the Declarant, the purchaser thereof shall pay to the Association a working capital fund in an amount equal to two months' estimated Common Area charges for the Townhome, which amount shall not be refundable.

Section 8. Date of Commencement of Special Assessments. The due date of any Special Assessment under Section 4 of this Article shall be fixed in the Resolution authorizing such assessment.

Section 9. Effect of Nonpayment of Assessment: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowed by Iowa law at the time of such delinquency. In addition, a charge of \$25 shall be made for any monthly assessment received after the 15th of the month for which the payment is due. In addition to the collection of such delinquent amounts plus interest, the Association shall be entitled to recover any reasonable attorney fees and other costs involved with the collection of such delinquent amounts, which fees and costs shall also accrue interest as described above from the date of their incurrence. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided for foreclosure of a mortgage pursuant to the Iowa Code.

BY ACCEPTANCE OF A DEED FOR ANY TOWNHOME DESCRIBED HEREIN, EACH LOT OWNER SHALL BE DEEMED TO HAVE AGREED TO THE FOLLOWING LANGUAGE:

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY ACCEPTING A DEED FOR A TOWNHOME IN THIS DEVELOPMENT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS TOWNHOME WITH RESPECT TO CLAIMS BASED UPON THIS DECLARATION.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to the issuance of the Sheriff's Deed or deed in lieu of foreclosure. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## **ARTICLE VI. Architectural Control**

Section 1. No building, wall, room addition, deck, patio or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and

location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### Section 2.

- a. No clothing, sheets, blankets, laundry or other articles shall be hung, displayed or stored outside the Townhome (except within the garages located thereon) or which may be visible from the outside of the Townhome (other than draperies, curtains or shades of a customary nature and appearance, and in any event, subject to the rules and regulations of the Board of Directors.) No Lot Owner shall paint or decorate or adorn the outside of his Townhome nor shall he install outside of his Townhome any canopy, awning, hot tub, whirlpool bath, spa, permanent or temporary fencing around patios without the prior written consent of the Board of Directors of the Association.
- b. Subject to the FCC regulations in effect at the time of installation, no aerial, radio tower (HAM, CB or other type) or antenna shall be allowed at any time nor shall a satellite dish that is (i) more than 24 inches in diameter; (ii) not attached to a Townhome; or (iii) of a color not approved by the Association so long as reception is not adversely affected, be permitted on any Lot. Any such installation shall first require a written agreement of approval of the Association in order to coordinate compliance with these requirements. Any additional maintenance, damage or expense caused by the installation and/or continued usage of any satellite dish shall be the direct expense of each Lot Owner and shall not be any Association Maintenance Obligation. Each Lot Owner shall immediately perform any additional maintenance required. If such additional maintenance is not immediately performed by the Lot Owner, the Association may proceed to perform such maintenance after seven days prior written notice is given to the Lot Owner by the Association. Any expenses incurred by the Association in performing such maintenance shall be billed to the Lot Owner and shall be paid immediately thereafter pursuant to the same terms that apply to Association Maintenance Obligations herein. Any issues created with any warranty matters relating to such items shall be the responsibility of the Lot Owner.
- c. Any Lot Owner may install flower planters and flower pots on any porch or patio area owned by the Lot Owner so long as such planters and pots are no wider than 18 inches in diameter with plantings no taller than 5 feet from ground level. Each Lot Owner shall be responsible for maintaining such planters and pots and shall weed them appropriately. If the Lot Owner does not provide adequate maintenance for such planters and pots, the Association shall have the ability, after seven days prior written notice is given to the Lot Owner by the Association, of requiring the planters and pots to be removed, in the sole discretion of the Association. The use of the planters and pots described above shall be restricted to the planting and cultivating of flowers and ornamental bushes and shall not be used for the planting and cultivating of vegetables.

Section 3. No Lot Owner shall display, hang, store, or use any sign outside his Townhome or which may be visible from the outside of his Townhome without the prior written permission of the Board of Directors. The foregoing notwithstanding, any Lot Owner shall be permitted to display a sign of not more than three square feet in area advertising such Owner's Lot for sale or lease with such sign being located in the area between said Lot and the drive in front of such Lot, all in accordance with the sign ordinance of the City of Huxley, Iowa.

### **ARTICLE VII.**

#### **Covenants for Insurance**

#### Section 1. Maintenance of Insurance.

- a. The Association, on behalf of each Lot Owner, shall obtain and continue in effect adequate casualty and fire insurance, as the Board of Directors of the Association deems appropriate, in an amount equal to the full replacement value, without deduction for depreciation or coinsurance costs, of all of the Townhomes, as well as all public liability insurance relating to each Lot and to Outlot A. In the event of casualty loss, the Association shall be responsible for repair and restoration of the items subject to the Association Maintenance Obligation, and the Owner shall be responsible for repair and restoration of all other portions of the buildings and improvements upon his Lot, except to the extent that the Board has determined to obtain insurance for such portions that are not part of the items subject to the Association Maintenance Obligation in which case the Association shall apply any insurance proceeds received for such portions to such repair and restoration of such portions. At the time of the initial closing of the conveyance of any Townhome from Declarant, the purchaser thereof shall pay to the Association an amount equal to one year's insurance premium that is the obligation of the Association as set forth herein for such Townhome which amount shall not be refundable.

- b. Unless otherwise determined by the Board, each Owner of a Lot shall be responsible for obtaining homeowner's liability insurance and casualty insurance for property that is not part of the items subject to the Association Maintenance Obligation; Such insurance shall name the Association and the Owners of all applicable Lots as insureds and loss payees, as their interests may appear. It shall be the responsibility of each Lot Owner to coordinate such insurance matters in order that each Lot Owner makes its own determination that its own personal possessions, furniture, and other interior items are adequately covered to its satisfaction.

Section 2. Public Liability Insurance. The Association shall provide public liability insurance covering Outlot A, in such amounts as may be determined at the discretion of the Association from time to time, as well as any other insurance that the Association may deem appropriate.

Section 3. Fidelity Bonds. The Association shall also provide fidelity bonds and worker compensation insurance for employees and fidelity bonds and errors and omissions insurance for officers and directors in such amounts as is determined by the Association to be necessary from time to time. The Association may, from time to time, provide other forms of insurance as deemed necessary.

## **ARTICLE VIII.**

### **Exterior Maintenance**

Section 1. Exterior Maintenance. In addition to providing all lawn mowing and landscaping duties relating to the Properties, the Association will provide exterior maintenance upon each Lot and Townhome which is subject to assessment under Article V and as defined in Article I, Section 10 as well as the removal of all snow from sidewalks and driveways on each Lot and Outlot "A" including public perimeter sidewalks along East 1<sup>st</sup> Street and Parkridge Avenue and any matters relating to the irrigation system (if applicable). Removal of snow on private patios and on individual Townhome Lots shall be the responsibility of the applicable Lot Owner unless amended by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for this purpose, to become the responsibility of the Association. The following is a list of certain items that would be an example for the types of maintenance, repair, and replacement to be performed by the Association as part of the Association Maintenance Obligation. This list is not intended, however, to be all-inclusive in any respect:

- a. Private driveways
- b. Sidewalks and walkways.
- c. Landscaping, including trees and shrubbery.
- d. Irrigation system. (If applicable)
- e. Shingles
- f. Siding
- g. Exterior lighting
- h. Snow removal as set forth above
- i. Lawn mowing
- j. All exterior doors, garage doors and all windows shall be maintained by the Association, but the expenses therefore shall be billed back directly to the owner of the particular Townhome. In addition, all garage door openers shall be the sole responsibility of the Lot Owner.

No individual Lot Owner shall be allowed in any way to perform any maintenance, repair, or replacement that is to be performed by the Association. A Lot Owner may, however, tend to the potted flowers and potted bushes planted by the Lot Owner as previously described herein and the Association shall have no obligation for the maintenance thereof.

Section 2. Ingress/Egress Maintenance. The Association shall be responsible for performing all of the maintenance obligations relating to Outlot "A" previously described herein which is subject to the ingress/egress access easement. The costs of such maintenance shall be an Association Maintenance Obligation.

Section 3. Assessment of Cost. The cost of all Association Maintenance Obligations shall be assessed against all of the Lot Owners and shall be added to and become a part of the annual maintenance assessment or charge to which all Lots are subject under Article V hereof. As part of such annual assessment or charge, it shall be a lien or obligation of the Lot Owner and shall become due and payable in all respects as provided in Article V hereof, provided that the Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall thereafter make such adjustment with the Lot Owner as is necessary to reflect the cost thereof.

Section 4. Negligence in Maintenance. In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner of a Lot or Townhome, his family, or guests, or invitees,

the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject. Neglect of Lot or Townhome repairs that did not rise to the level of exterior maintenance or capital improvements as those terms are defined herein and which repair is the responsibility of the Lot or Townhome owners relating to HVAC, patios, decks, and stoops, shall permit the Association to cause such repairs to be made and assessed to the Lot Owner responsible after ten (10) days notice to repair has been given to the Lot Owner by the Association in writing.

Section 5. Easement for Access. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Lot Owner, to enter upon any Lot at reasonable hours of any day; provided, however, in the event that there is breakage or leakage in the water system or sewer system upon a Lot, no notice need to be given to enter upon the Lot for the purpose of repairing the water system or sewer system. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the Properties. The Owner or occupant of a Lot shall neither erect nor permit erection of any building or structure of any kind nor permit any growth of any kind within said easement areas which might interfere in any way with the use and patrolling of any of the utility service and drainage located in the easement areas. In addition, an easement for maintenance is hereby granted in favor of the Association over and across each Lot for the purposes of the Association performing its duties under the terms of this Declaration.

## **ARTICLE IX.**

### **Additional Restrictions**

Section 1. Subject to the ability of Declarant to own and/or occupy any of the Townhomes for model home, sales purposes or management office, each of the Townhomes is intended to be used for residential purposes only, provided, however, that Declarant shall be allowed to place a construction trailer or other similar construction-related facility on the Properties. No business or commercial use shall be permitted in any of the Townhomes if such use generates more than two vehicle visits per day to the Townhome, provided, however, that no daycare or child care facility shall be allowed at any time, and no music lessons or tutoring shall be performed at any time. Any home office that complies with the above restrictions shall be allowed, subject, however, to any City of Huxley ordinance that may apply.

Section 2. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Each Townhome shall be permitted to have no more than one (1) dog or one (1) cat, not to exceed 45 pounds in weight, or to have two (2) cats not to exceed 35 pounds in total weight, or to have one (1) cat and one (1) dog not to exceed 35 pounds in total weight, provided, however, that no pit bulls or Rottweiler's shall be allowed in any case. In the event that any amendments are made to this Declaration which further restrict the keeping of pets, all pets that had existed at the time of such amendment shall be "grandfathered" and shall be allowed to remain in the Townhome, provided, however, that no replacement pets acquired after the date of the amendment would be allowed if they violate any such amendment. All pets must be kept on a leash and each Lot Owner shall be responsible for cleaning up all pet waste. Any damage done by any pets, including dragging chains, digging, scratching or chewing, shall be the responsibility of the owner of such pet, including, but not limited to, any such damage done to landscaping. No Lot Owner shall be allowed to chain or otherwise confine their pet in the Common Area at any time. The Association shall have the right to require removal of pets in the individual cases where such pets are or become legal nuisances and unreasonably disturb the quiet enjoyment of the Properties by the Lot Owners. The Association may levy a \$25.00 per incident fine for any pet waste that is not cleaned up by the owner of such pet.

Section 3. No noxious or offensive activities not involving the maintenance of Lots shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

Section 4. Mailbox designs shall be only as approved by the Board of Directors, or the architectural control committee. No sign shall be placed upon any Lot except those customarily used to identify the name of the resident and the street address of the subject Lot, and real estate signs for the sale or rental of a Lot.

Section 5. No trash receptacles or garbage cans shall be permitted to be placed outside of a building or a structure on any Lot unless hidden by an attractive screen of suitable height and approved by the Board of Directors. This restriction shall not exclude the placement of waste containers outside of such area if required by governmental regulation or by terms of a contract with a commercial operator.

Section 6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other building shall be used on any Lot at any time as a residence, or storage facility, either temporarily or permanently except for a sales trailer temporarily used by the Declarant.

Section 7. No commercial vehicles or commercial equipment of any kind shall be located, stored, or

parked on any Lot, provided, however, that Declarant shall be allowed to place a construction trailer or other similar construction-related facility on the Properties. No recreational vehicles, including but not limited to, boats, snowmobiles, and trailers, shall be parked or stored on any Lot for more than 7 days out of the year unless stored in the garage, provided, however, that no such items shall be stored inside a garage unless the garage is still used for the storage of the intended one car.

Section 8. Garages shall not be used for the storage of other items of personal property unless the garage is still able to store the intended one car. It is not intended that garages shall be used as storage areas, thus requiring automobiles that would otherwise be parked in the garage to be parked in the driveway or in other parking areas. It is acknowledged that all Townhomes in the Properties have a minimum one car garage.

Section 9. No fence of any kind shall be allowed on any lot at any time, except for fences required/installed as part of the original site plan or as required at any time by the City of Huxley, and except for any silt/erosion control fences or other fences installed by the Declarant as part of the construction of the Townhomes.

Section 10. Lot Owners shall not be allowed to place any personal property, including, but not limited to, play equipment, portable or permanent basketball hoops or similar recreational equipment, storage sheds, animal runs or shelters, hot tubs, whirlpool baths, or spas on their lot or in their Townhome unless located inside such Townhome, provided, however, that normal and customary lawn and patio furniture shall be allowed.

Section 11. Any lease arrangement of a Townhome shall be required to provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration, the Bylaws and Articles of Incorporation of the Association and any rules and regulations established by the Board of Directors; shall contain the agreement of the lessee to be bound by the terms of such documents and shall provide that any failure of the lessee to comply with the terms of such documents or rules shall be a default under the lease or rental agreement. All leases shall be required to be in writing and any Lot Owners leasing or renting a Townhome, shall, prior to the commencement of the lease or rental term, deliver to the Secretary of the Association and to any management company involved for the Association a complete copy of the lease or rental agreement. No Lease shall be for a period of less than thirty (30) days. Any Owner who leases their Townhome shall remain liable for all the actions of the tenant relating to this Declaration and any rules of the Association. Other than the foregoing, the Lot Owners of the respective Townhomes shall have the absolute right to lease the same.

Section 12. Except as permitted by the Board of Directors, in its sole discretion, and except as provided herein relating to flower boxes and planters, no gardens, shrubs, flowers or other plants shall be planted by any Lot Owner on the Common Area.

Section 13. Except as permitted by the Board of Directors of the Association, in its sole discretion, and except as provided herein relating to flower boxes and planters, no gardens, shrubs, trees, flowers or other plants shall be planted by any Lot Owner on any portion of the Properties, including the Lot owned by such Lot Owner.

Section 14. No one shall be allowed to block access to any garage or driveway unless the Townhome affected is owned by the individual creating such blockage.

Section 15. All visitor/guest parking is intended to be temporary in nature. All visitors and guests staying for extended periods are to park their vehicles in the driveway of their host. Parking in the Common Area shall be permitted only in designated areas. Parking in the ingress/egress easement area is subject to control by the Board of Directors and shall adhere to the site plan for this development approved by the City of Huxley. All designated visitor/guest parking areas in the Common Area are reserved for visitors and guests and shall not be used by Lot Owners. Any and all fire lane requirements for the Properties shall be strictly adhered to.

## **ARTICLE X.**

### **General Provisions**

Section 1. Enforcement. The Association, and its Board of Directors, or any Lot Owner, or their successors and assigns, shall have the right to enforce, by any proceedings at law or equity any restrictions, conditions, covenants, reservations, liens, and charges and rules and regulations now or hereafter imposed by the provisions of this Declaration or by the Association as set forth in the Bylaws. Any such enforcement shall allow for the reimbursement of reasonable attorney fees and costs to the successful enforcer. Failure by the Association or any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Condemnation. The Association shall have control over any eminent domain or condemnation proceedings, negotiations, settlements and agreements, relating to the common area or any part thereof. The Association is hereby appointed attorney-in-fact for each of the Lot Owners for the purpose of handling all such matters.

Section 3. Severability. Invalidation of any part of this Declaration by judgment or court order shall in no way affect any other provisions of this Declaration which shall remain in full force and effect.

Section 4. Open Space. No change to the use of the open space and green space noted on the site plan approved by the City of Huxley for the Properties, if any, shall be made unless such change is agreed to, in writing, by the City of Huxley and the Association.

Section 5. Binding/Amendment. This Declaration shall inure to the benefit of the Lot Owners, the Association, and their successors and assigns, shall be deemed covenants running with the land and shall remain in full force and effect for a period of twenty-one (21) years after their original signing, prior to which time said Declaration may be extended for additional periods of twenty-one (21) years by filing a claim in accordance with Sections 614.24 and 614.25 of the Code of Iowa (2017) as amended, or any successor statute. This Declaration may be amended by an instrument signed by not less than the Lot Owners of sixty-seven percent (67%) of the Lots provided, however, that any such amendment to Article V must be consented to by the Declarant so long as the Declarant owns any Lot that is a part of or may be added to the terms of this Declaration. Any amendment must be recorded with the Story County Recorder. Notwithstanding anything to the contrary provided herein, however, the obligation of the Association to maintain Outlot "A" and the ingress/egress access easement and the common sewer and water utilities in a safe condition and in compliance with all applicable governmental regulations cannot be released by any amendment without the prior written consent of the City of Huxley. Any amendment may be prepared and filed by Declarant if it relates to correction of technical or typographic errors or for clarification only with such amendment not requiring the percentage votes as described above. No amendment that adds additional property to the terms of this Declaration pursuant to Article II herein, shall require the consent of any Lot Owner other than the Declarant, as described in Article II. No Amendment to this Declaration shall change the ability to extend the effectiveness of this Declaration as described above, however.

Section 6. Violation. If a Lot Owner or the Association or any of them or their successors and assigns, or tenants shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any other Lots, the Association, or Declarant, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages for such violation. In the event of any such suit or proceeding, the prevailing party shall be entitled to recover from the non-prevailing party, an amount equal to all costs, including reasonable attorney fees, incurred by such prevailing party in the preparation for and prosecution of such suit or proceeding.

Section 7. Rules and Regulations. The Association may adopt, amend and revoke rules and regulations not inconsistent with the Articles of Incorporation, Bylaws or this Declaration in order to regulate the use of the Townhomes and Lots and the conduct of the occupants which may jeopardize the health, safety and welfare of other occupants involving noise or other disturbing activity or which may cause damage to any of the Properties or the improvements located thereon, regulating or prohibiting animals, regulating the exterior appearance of the Properties including, by way of illustration and not limitation, balconies and patios, window treatments and signs and other displays, regardless of whether inside or outside an apartment, implementing the Articles of Incorporation, the Bylaws or this Declaration. After notice and an opportunity to be heard, the Association may impose reasonable sanctions, including the levying of reasonable fines, for violations of the Declaration, Bylaws and rules and regulations of the Association. Such fines shall not exceed the sum of Twenty-Five Dollars (\$25.00) per day unless agreed to by a majority vote of the Members of the Association. Such fine(s) may only be levied after a meeting of the Board of Directors of the Association has been held following the giving of the 10-day written notice to the offending Lot Owner to allow such Lot Owner an opportunity to be heard.

Section 8. Construction. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to context.



**APPENDIX A**  
**PRAIRIE RIDGE PLAT 2 OWNERS ASSOCIATION RULES AND REGULATIONS**

**General Rules.**

1. All guests must be accompanied by a resident/Lot Owner.
2. Residents/Lot Owners are personally responsible and liable for any damage to the buildings, furniture, or equipment caused by any resident/owner or his guests.
3. Residents/Lot Owners are to leave all areas and facilities used in an orderly condition.
4. Residents/Lot Owners may use barbecue grills, provided the grills are placed five (5) feet or more from any buildings or any fences.
5. Personal property shall not be left unattended in any common areas other than the garage spaces.
6. For the safety of all residents/owners, please limit driving speeds through the complex to twenty-five (25) miles per hour.

**Garages**

1. Residents/Lot Owners shall use only the garage spaces which are allocated to their respective Townhome.
2. Residents/Lot Owners are prohibited from using or storing any of the following items in the garages: (1)
  - (1) Flammable materials and liquids;
  - (2) Combustible materials;
  - (3) Materials identified with hazardous labels; and
  - (4) Compressed gases.
3. Garage doors shall be kept closed when garages are not in use.

**Outside Parking**

1. Parking outside the buildings is permitted only in designated areas and, except for the driveways that are reserved for the Lot Owners of the Townhomes to which they are, respectively, allocated, are always on an unreserved basis unless otherwise prohibited.
2. Any abandoned vehicle will be towed at its owner's expense, without prior notice to the owner.
3. Any nonoperational vehicle parked outside of any garage for a period of more than seven (7) days will be towed at its owner's expense, without prior written notice to the owner.
4. Vehicles parked outside the buildings shall not obstruct the garages or driveways of others.

**Pets**

1. Those residents/Lot Owners with pets shall be responsible for caring for their pets in such a way as to keep them from becoming a nuisance to other residents/owners.
2. Pets shall be leashed at all times when they are outside their Lot Owner's Townhome.
3. Pet owners shall be responsible for cleaning up after their pets whenever their pets are outside their owner's unit. Failure to promptly clean up after a pet will subject the pet's owner to an assessment from the Association for the cost of such clean-up of \$25.00 per incident.

**ORDINANCE NO. 465**

**AN ORDINANCE AMENDING THE CITY CODE OF ORDINANCES OF THE CITY HUXLEY, IOWA, BY ADDING NEW CHAPTER 124 "MOBILE FOOD VENDORS"**

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

**Section 1.** The Huxley City Code is hereby amended by adding the following:

**CHAPTER 124  
"MOBILE FOOD VENDORS"**

**124.01 DEFINITION. MOBILE FOOD VENDOR:** A person engaged in the business of selling food or beverages from a mobile food unit.

**124.02 MOBILE FOOD UNITS.**

**A. Mobile Food Unit Licensing:** It shall be unlawful for any person to engage in the sale of food or beverages to the public from a temporary or mobile facility within the corporate limits of the city of Huxley, Iowa without first obtaining a mobile food unit license from the city, in addition to any other state, federal, or county permits, certifications and licenses.

1. A mobile food unit license is an annual license that expires on April 15 each year and must be renewed prior to the first event after that date.

2. Each mobile food unit shall be licensed separately. No license transfer is allowed.

3. Although certain activities may be exempt from the licensing requirements of this chapter, any food service to the public in the city of Huxley, Iowa is expected to comply with all other local, county and state requirements for health inspections, licensing, safety and fire code requirements.

4. The following shall be exempt from this requirement:

a. Catering businesses.

b. Grilling and food preparation activities of brick and mortar establishments on the establishment's premises for immediate consumption by patrons or employees.

c. Concession stands associated with sports or recreational venues that have been approved as part of a site plan or permitted conditional use permit for the venue.

**B. License/Inspection Fee(s):** At the time of the submittal of a license application, the applicant shall pay to the City Clerk the applicable license fee in addition to any applicable inspection fee(s).

1. The amount of the license and applicable inspections fee(s) shall be determined in accordance with an established fee schedule, which fee schedule may be modified from time to time with approval of the council.

2. Any licensee who surrenders their license prior to the date of expiration shall not be entitled to a refund of any portion of the fee.

**C. Mobile Unit Inspection:**

1. All mobile food units that have cooking facilities or use products with grease laden vapors (class III and class IV state licenses) shall be inspected by the Building Inspector prior to initiation of business operations within the city.

2. Inspections are required annually and prior to issuance of a mobile food vending license. It shall be the obligation of the mobile food vendor to schedule the inspection with the the Building Inspector Class I and II state license classifications are not required to meet this inspection requirement.

3. All class III and IV mobile food units shall have an acceptable fire suppression system, as determined by the Huxley Building Inspector.

4. Upon completion of the annual inspection, a certificate shall be issued to the applicant to verify completion of the inspection. Said certificate shall be kept in the vehicle during operation.

5. At the discretion of the City of Huxley Building Inspection, they may accept the inspection of the mobile food unit by another city's inspection to satisfy the annual inspection requirement. Applicant is obligated to contact the Building Inspection to verify whether or not another community's inspection is adequate to fulfill obligation of city of Huxley, Iowa inspection requirements.

**D. Mobile Food Unit Licensing Application:**

1. Filing: Application requests shall be filed with the city clerk. No application request shall be accepted for filing and processing unless it conforms to the requirements of this title. This would include a complete and true application, all of the required materials and information prescribed, and is accompanied by the appropriate fees.

2. Timely Submittal: Unless otherwise provided herein, applications must be submitted not less than ten (10) calendar days prior to the proposed start date of the mobile food unit activities. The city reserves the right to reject any applications that have not been timely submitted to the city.

3. Applicant's Responsibility: Receiving approval of a mobile food unit license from the city shall not preclude, supersede, circumvent, or waive the applicant's responsibility to obtain any additional permits, licenses, and approvals for other applicable local, state, and federal regulations.

4. Application Contents: Application shall be made on a form provided by the city and shall include:

- a. Full name of the applicant.
- b. Applicant's contact information including mailing address, phone numbers and e-mail address.
- c. State health inspection certificate with the classification level of the state license.
- d. Description of the kitchen facilities, cooking facilities, preparation area, safety features (such as, but not limited to, suppression system) of the mobile food unit.
- e. Photographs of the mobile food unit from the front, side and back.
- f. Make, model and year of vehicle to be used and the license plate number.
- g. Overall size of the vehicle; length and width.
- h. Copy of fire department inspection certificate.
- i. Fee.

5. Character Of Applicant: Upon receipt of the complete application as required by this chapter, the police chief or a designee shall investigate the applicant as deemed necessary for the protection of the public health, safety, welfare and good.

a. Unsatisfactory Character And Business Responsibility: If, as a result of such investigation, the applicant's character and business responsibility are found to be unsatisfactory such that would harm the public good, the police chief may endorse on such application disapproval and state reasons for disapproval and return the application to the city clerk who shall notify the applicant in writing that the application has been disapproved, state the reasons for the denial, and the applicant's right to appeal under subsection D5c of this section.

b. Satisfactory Character And Business Responsibility: If, as a result of such investigation, the applicant's character and business responsibility are found to be satisfactory, the police chief may endorse approval on the application and shall return the application to the city clerk and the license may be issued.

c. Right To Appeal: Any applicant whose application for license was disapproved as under subsection D5a of this section may appeal to the city council at its next regularly scheduled meeting by filing with the city clerk a written request for an appeal to the city council at least seven (7) days prior to the meeting. As a result of this appeal, the city council may affirm, modify or reverse the decision of the clerk not to issue the license. If the application for license is denied, the applicant is not eligible for the issuance of a license under this chapter for a period of one year from the date of notification that the license application was disapproved, was served in person or deposited in U.S. mail.

6. Applications Deemed Withdrawn: Any application received shall be deemed withdrawn if it has been held in abeyance, awaiting the submittal of additional requested information from the applicant, and if the applicant has not communicated in writing with the city and made reasonable progress within thirty (30) days from the last written notification from the city to the applicant. The application fee is nonrefundable. Any application deemed withdrawn shall require submission of a new application and fees to begin a new review and approval process.

7. Issuance Of License: Upon completion of the review process and a determination of compliance with the applicable regulations, the city clerk will issue a mobile food unit license.

8. **Modification Of License After Issuance:** Should the mobile food vendor change the food or beverage being offered during the term of an issued license that would change the designation of the mobile food unit to a higher state licensing level classification, a new application and fire inspection shall be required.

**E. Mobile Food Units On Public Property:** No mobile food unit may be operated on public property except as part of an approved event under a public property special event permit issued by the city clerk's office or as authorized by the Public Works or their designee, within a city park or greenway. Requests for authorization to vend within a city park or greenway (not as part of a city permitted public property special event) may be submitted no less than five (5) days and no more than fifteen (15) days prior to the requested day of vending.

**F. Unattended Mobile Food Unit:** No mobile food unit shall be left unattended or stored on any site overnight, unless that property is under the ownership or control of (by way of a lease or other contractual agreement) the operator of the unit and is being done so in compliance with all other city code requirements or the mobile food unit is a participant in a multiple (contiguous) day, city permitted, public property special event. Any mobile food unit found unattended shall be considered in violation of these regulations and subject to license revocation, municipal infraction, towing, or any other action legally allowed.

**G. Music And Sound Making Devices:** The use of music or sound making devices as a part of a mobile food unit shall be prohibited, unless expressly allowed as part of an approved event.

**H. Mobile Food Unit Performance Standards:** Persons conducting business from a mobile food unit must do so in compliance with the following standards:

1. The mobile food vendor must obtain expressed written consent of the property owner or lessee to use the property on which they propose to operate. The written consent must be kept in the unit at all times that the unit is on the property. Written consent does not excuse or permit the violation of any other imposable regulations.

2. The operator of the mobile food unit shall display their city license in full view of the public in or on the unit.

3. Mobile food units shall only be allowed on nonresidential properties, except in the case of an approved residential block party or private catering arrangement, so long as it is in compliance with all other city code requirements related to residential property.

4. Mobile food units that are within three hundred feet (300') of a residential use or residentially zoned property, shall be limited to hours of operation between seven o'clock (7:00) A.M. and ten thirty o'clock (10:30) P.M.

5. A mobile food unit operating on nonresidential property (excluding those operating as part of city permitted "public property special event") may only do so during the usual posted business hours of the consenting business(es) of the property the mobile food unit is utilizing or during the posted hours of the city park being utilized. Mobile food units may enter a nonresidential property in order to set up to conduct business up to one-half ( $\frac{1}{2}$ ) hour (30 minutes) prior to the usual posted opening time of the corresponding business or city park and must depart from the property no later than one-half ( $\frac{1}{2}$ ) hour (30 minutes) after the usual posted closing time of the corresponding business or city park. In the case of operating a mobile food

unit on nonresidential property where the corresponding business(es) does not have usual posted business operating hours or operates on a twenty-four (24) hour type basis, the mobile food unit may not remain on the premises for longer than eighteen (18) hours and must depart for at least six (6) hours before reentering unless operating under an approved public property special event permit.

6. A mobile food unit operating on nonresidential property as part of a city permitted public property special event may only do so during the granted time period for the event.

7. Mobile food units must maintain a minimum separation between units of fifteen feet (15').

8. Mobile food unit operation is not a generally acceptable use of a nonresidential parking lot and may only be allowed if doing so does not diminish the usable number of parking spots within the lot to below the minimum threshold needed as established by the city site plan for the property. It is the joint responsibility of the property owner or lessee and mobile food unit owner to ensure that this provision is not violated. Exceptions to this rule may be applied for by way of a city approved temporary site plan amendment.

9. Mobile food units shall serve patrons which are on foot only; no drive-up service to the unit itself shall be provided or allowed.

10. The mobile food unit must be located on a paved surface, unless approved as part of a public property special event permit or through a temporary site plan amendment.

11. No mobile food unit may be located on a vacant property or lot with a vacant building. Exceptions to this rule may be granted by city staff after a review of the particular property and the vendor has been able to make arrangements to ensure safe and sanitary conditions. This would include, but is not limited to: employee access to restrooms, adequate access for fire and police personnel/vehicles, and that the site in general is free from hazards or dangerous conditions.

12. No mobile food unit may operate within one hundred feet (100') of a permanent restaurant or business offering food or beverage services unless they receive expressed written consent of the restaurant or business owner.

13. All mobile food units shall maintain a minimum separation from buildings, five feet (5') for state IA class I and II units and fifteen feet (15') for state IA class III and IV units, as measured to the closest building element including awnings or canopies, tents or membrane structures. Location of the food unit shall not impede pedestrians entering or exiting a building.

14. The window or area where a patron orders and receives their purchase shall be located so as to not require a patron to stand, or create a line that may cause pedestrians to be in the public right of way, vehicle travel lane, including parking lot drive aisles, or similar situation that may create a potential safety hazard. Adequate safe space for patrons waiting for their order must be available on the property where the mobile food unit is located.

15. With the exception of pushcarts as allowed herein, no mobile food unit shall be placed on a public or private sidewalk. Pushcarts may locate on or adjacent to a private sidewalk or public sidewalk only as part of an approved public property special event permit. However, a minimum forty-eight inch (48") open walkway must be maintained for passing pedestrians. The placement of the pushcart shall be in such a manner so as to minimize encroachment into the forty-eight inch (48") walkway by patrons waiting in line for service from the pushcart.

16. Signs are limited to those that are attached to the exterior of the mobile unit and must be mounted flat against the unit and not project more than six inches (6") from the exterior of the unit. No freestanding signs, banners, flags, or similar items are allowed. Off premises signs directing patrons to the mobile food unit are prohibited.

17. During business hours, the mobile food vendor shall provide a trash receptacle for use by customers.

18. The mobile food vendor shall keep the area around the mobile food unit clear of litter and debris at all times.

19. All mobile food units shall be located in such a manner as to not create a safety hazard, such as blocking emergency access to buildings and the site, obstructing access to fire hydrants, impeding entering and exiting from a building, creating a visual impediment for the motoring public at drive entrances, intersections, pedestrian crossings, or similar movement and access.

**I. Property Owner/Lessee Responsibility:** By allowing the mobile food unit on their property, the property owner or lessee jointly and severally with the vendor are responsible for compliance with this chapter and to ensure the safety of pedestrians and access of emergency vehicles to and around the site. Failure to do so could result in the property owner or lessee being party to any enforcement actions or penalties allowed by law.

#### **124.03 UNLAWFUL ACTS.**

A. Fraudulent Representation/Harassment: No licensee shall falsely or fraudulently misrepresent the quality, character, or quantity of any article, item, or commodity offered for sale, or sell any unwholesome or tainted food or foodstuffs. No licensee shall harass, intimidate, coerce, or threaten any individual to induce a sale.

B. Failure To Maintain Licenses And Permits: Failure of any applicant to maintain the appropriate county, state and federal licenses and permits, during the term of the local license or permits shall be considered an unlawful act and subject to revocation or any other penalties available to the city.

#### **124.04 SUSPENSION OR REVOCATION OF LICENSE.**

A. Any license issued under the provisions of this chapter may be suspended or revoked by the city as follows:

1. Grounds: The city clerk or clerk's designee may suspend or revoke any license issued under this chapter, for any of, but not limited to, the following reasons:

a. The licensee has made fraudulent statements in his/her application for the license or in the conduct of his/her business.

b. The licensee has violated this chapter or any other chapter of this code or has otherwise conducted his/her business in an unlawful manner.

c. The licensee has conducted his/her business in such manner as to endanger the public welfare, safety, order, or morals.

d. The city clerk has received and investigated three (3) or more found complaints during the licensed period related to the manner in which the licensee is conducting business.

2. Notice Of Suspension Or Revocation; Right To Appeal: The clerk or clerk's designee shall cause notice of the license revocation to be served in person by a city official or by mail to the licensee's local address, which notice shall specify the reason(s) for such action, at which time operations of the licensee must cease within the corporate limits of the city of Huxley. The licensee may appeal the revocation of the license to the city council at its next regularly scheduled meeting by filing with the clerk a written request for an appeal to the city council at least seven (7) days prior to the meeting. The city council may affirm, modify or reverse the decision of the clerk to revoke such license. If a license is revoked, no refund of any license fee paid shall be made. Upon the revocation of a license, the licensee is not eligible for the issuance of a new license under this chapter for a period of one year from the date the license revocation is served in person or deposited in the U.S. mail.

#### **124.05 PENALTY.**

Unless another penalty is expressly provided by this chapter for any particular provision or section, violations of this chapter are simple misdemeanors subject to a fine of not more than five hundred dollars (\$500.00) and may also be punishable as municipal infractions subject to a civil penalty as set forth in this code. Each day a municipal infraction occurs and/or is permitted to exist constitutes a separate offense. Police officers, code enforcement officers and the police chief's designees shall have the authority to issue citations for violations of this chapter, and shall have the discretion to enforce this chapter as either a simple misdemeanor or municipal infraction.

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

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

**PASSED AND ADOPTED** at Huxley, Iowa, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Craig D. Henry, Mayor

Attest:

\_\_\_\_\_  
Jolene Lettow, City Clerk

\*\*\*\*\*



Publication Date: \_\_\_\_\_

**Record Of Vote**

**First Reading** \_\_\_\_\_ (Date)

Roll Call	Aye	Nay	Absent
Kevin Deaton	_____	_____	_____
Craig Hemmen	_____	_____	_____
David Jensen	_____	_____	_____
Dave Kuhn	_____	_____	_____
Tracey Roberts	_____	_____	_____

**Second Reading** \_\_\_\_\_ (Date)

Roll Call	Aye	Nay	Absent
Kevin Deaton	_____	_____	_____
Craig Hemmen	_____	_____	_____
David Jensen	_____	_____	_____
Dave Kuhn	_____	_____	_____
Tracey Roberts	_____	_____	_____

**Third Reading** \_\_\_\_\_ (Date)

Roll Call	Aye	Nay	Absent
Kevin Deaton	_____	_____	_____
Craig Hemmen	_____	_____	_____
David Jensen	_____	_____	_____
Dave Kuhn	_____	_____	_____

Tracey Roberts

STATE OF IOWA  
COUNTY OF STORY  
CITY OF HUXLEY

SS:

I, the undersigned, City Clerk of the City of Huxley, Iowa, do hereby certify that the attached is a true, correct and complete copy of all the records of the City Council of the City relating to the adoption of an ordinance entitled "Ordinance No. \_\_\_\_\_. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the 2017 Iron Bridge Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa."

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Jolene Lettow, City Clerk

# PUBLIC SAFETY

CURRENT			
Wage	Day \$4.00 / Hour	Night \$2.00 / Hour	
Hours	Day 7 AM - 7 PM	Night 7 PM - 7 AM	
Cost	Day 12 Hours / Person 24 Hours Total \$96.00 / Day \$672 / Week	Night 12 Hours / Person 24 Hours Total \$48.00 / Day \$336 / Week	
Personnel	10% Coverage	80% Coverage	
Cost	\$2,016	\$8,064	\$10,080
Remaining in Labor Budget	\$51,966	\$40,978.80	

\* Remaining in Labor budget includes 9% IPERS

PROPOSAL 1			
Wage	Day \$6.00 / Hour	Night \$6.00 / Hour	
Hours	Day 7 AM - 7 PM	Night 7 PM - 7 AM	
Cost	Day 12 Hours / Person 24 Hours Total \$144.00 / Day \$1008 / Week	Night 12 Hours / Person 24 Hours Total \$144.00 / Day \$1008 / Week	
Personnel	20% Coverage	100% Coverage	
Cost	\$6,048	\$30,240	\$36,288
Remaining in Labor Budget	\$51,966	\$12,412.08	

\* Remaining in Labor budget includes 9% IPERS

PROPOSAL 2			
Wage	Day \$8.00 / Hour	Night \$6.00 / Hour	
Hours	Day 7 AM - 7 PM	Night 7 PM - 7 AM	
Cost	Day 12 Hours / Person 24 Hours Total \$192.00 / Day \$1344 / Week	Night 12 Hours / Person 24 Hours Total \$144.00 / Day \$1008 / Week	
Personnel	40% Coverage	100% Coverage	
Cost	\$16,128	\$30,240	\$46,368
Remaining in Labor Budget	\$51,966	\$1,424.88	

\* Remaining in Labor budget includes 9% IPERS

FINANCE

**RESOLUTION NO. 17-096**

**RESOLUTION APPROVING CERTIFICATION OF TIF DEBT, PER CODE OF IOWA SECTION 403.19, TO THE STORY COUNTY AUDITOR BY DECEMBER 1, 2017 FOR FISCAL YEAR 2019, YEAR ENDING JUNE 30, 2019.**

**WHEREAS**, the Iowa Legislature adopted legislation that mandates that a City shall prepare an Annual Tax Increment Financing (TIF) Indebtedness Report; and

**WHEREAS**, this report is due to Story County on or before December 1 for appropriation of the TIF funds for the next fiscal year.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HUXLEY, IOWA**, that the Huxley City Council has considered the FY 2019 Annual Tax Increment Financing (TIF) Indebtedness Report for fiscal year ending June 30, 2019 and does hereby approve the report as printed and attached.

Section 1. This resolution rescinds any previous resolutions and parts of resolutions in conflict herewith are hereby repealed.

**PASSED, ADOPTED AND APPROVED** this \_\_\_\_ day of November, 2017.

Roll Call	Aye	Nay	Absent
Kevin Deaton	_____	_____	_____
Craig Hemmen	_____	_____	_____
Dave Jensen	_____	_____	_____
Dave Kuhn	_____	_____	_____
Tracey Roberts	_____	_____	_____

**APPROVAL BY MAYOR**

I hereby approve the foregoing **Resolution No. 17-096** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this \_\_\_\_\_ day of November, 2017.

\_\_\_\_\_  
Craig D. Henry, Mayor

ATTEST:

\_\_\_\_\_  
Jolene Lettow, City Clerk

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS  
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested  
Use One Certification Per Urban Renewal Area**

City: Huxey County: Story

Urban Renewal Area Name: Huxley Urban Renewal Area

Urban Renewal Area Number: 85004 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified\*: \$ 2,557,548

\*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated this 28th day of November, 2017

\_\_\_\_\_  
Signature of Authorized Official

515-597-2561  
Telephone



**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**City: Huxey County: StoryUrban Renewal Area Name: Huxley Urban Renewal AreaUrban Renewal Area Number: 85004 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. Trail Ridge Development Agreement - Phase III _____ _____ _____	<u>7/6/05</u>	<u>36,314</u>
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. Trail Ridge Development Agreement - Phase IV _____ _____ _____	<u>7/6/05</u>	<u>57,350</u>
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. Northpark Development Agreement -Phase III _____ _____ _____	<u>7/6/05</u>	<u>85,316</u>
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. Northview Development Agreement - Phase III _____ _____ _____	<u>5/8/03</u>	<u>561,352</u>
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. Meadow Lane Development Agreement - Plat I East _____ _____ _____	<u>5/8/03</u>	<u>85,316</u>
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

**Total For City TIF Form 1.1 Page 1: 825,648**

\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**City: Huxley County: StoryUrban Renewal Area Name: Huxley Urban Renewal AreaUrban Renewal Area Number: 85004 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
6. South Story Bank & Trust Resolution No. 13-010	02/12/2013	49,180
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
7. VisionBank Resolution No. 15-050	06/09/2015	7,420
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
8. Fareway Resolution No. 14-050	06/24/2014	36,834
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
9. Mr. Storage Resolution 15-106	12/08/2015	10,665
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
10. 2003 SRF GO Bond, Series 2003 for \$500,000 Resolution No. 03-011	02/27/03	34,120
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 3.

**Total For City TIF Form 1.1 Page 2: 138,219**

\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**City: Huxey County: StoryUrban Renewal Area Name: Huxley Urban Renewal AreaUrban Renewal Area Number: 85004 (Use five-digit Area Number Assigned by the County Auditor)

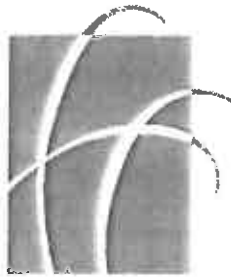
Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
11. GO Annual Appropriation Refunding Bond, Series 2013A for \$4,590,000 Resolution No. 13-039	04/16/2013	604,743
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
12. GO Annual Appropriation Refunding Bond, Series 2017 for \$6,855,000 Resolution No. 17-020	04/11/2017	988,938
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
13.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
14.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
15.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 4.

**Total For City TIF Form 1.1 Page 3: 1,593,681**

\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

# LEISURE ACTIVITIES



# HUXLEY

PARKS & RECREATION DEPARTMENT

## MEMORANDUM

To: Honorable Mayor Craig Henry & City Council  
From: Travis Bakken  
Date: 11/21/17  
Re: Parks Department Mowers

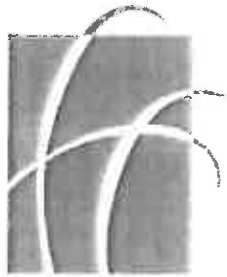
### **Action-Items**

#### Parks Department Mowers

Please review and discuss possible approval for the purchase of new mowers for the Parks Department.

Thanks

Travis Bakken



# HUXLEY

PARKS & RECREATION DEPARTMENT

## MEMORANDUM

To: Honorable Mayor Craig Henry & City Council  
From: Travis Bakken  
Date: 11/21/17  
Re: Parks Department Mowers

The Parks Department would like approval to purchase two new mowers. The new mowers would replace a 2001 John Deere 1145 that has over 2300 hours on it and a John Deere 997 that has over 1300 hours on it.

The department would recommend purchasing a new 2017 John Deere Z997R Diesel 72" mower and trading in our 2013 John Deere 997 through Van-Wall Equipment.

New 997	\$18,000
TRADE IN OF 2013 997	<u>\$7,500</u>
Price	\$10,500

The department would recommend purchasing a new 2017 Bad Boy Diesel 72" mower and trading in our 2000 John Deere 1145 72" through Central Iowa Lawn & Home Care.

New Bad Boy 72" Diesel	\$16,599
Trade in of John Deere 1145	<u>\$3,600</u>
Price	\$12,999

Funds to pay for these purchases would come from General Fund and Road Use Tax Fund.

Quotes are attached.

Thank you

Travis Bakken & Rocky Smith



**JOHN DEERE**

### Quote Summary

**Prepared For:**

City Of Huxley  
116 N Main Ave  
Po Box 6  
Huxley, IA 50124  
Home: 515-597-2561

**Prepared By:**

Garrett Anderson  
Van-Wall Equipment, Inc.  
1468 West A Avenue  
Nevada, IA 50201  
Phone: 515-382-2222  
garrett.anderson@vanwall.com

**Quote Id:** 16400515

**Created On:** 16 November 2017

**Last Modified On:** 16 November 2017

**Expiration Date:** 23 December 2017

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z997R DIESEL W 72 In. 7-GAUGE SIDE DISCHARGE DECK	\$ 25,091.34	\$ 18,000.00 X	1 =	\$ 18,000.00

**Equipment Total** **\$ 18,000.00**

Trade In Summary	Qty	Each	Extended
2013 JOHN DEERE 997 Z-TRAK DIESEL - 1TC997SBCDF080377	1	\$ 7,500.00	\$ 7,500.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 7,500.00

**Trade In Total** **\$ 7,500.00**

**Quote Summary**

Equipment Total	\$ 18,000.00
Trade In	\$ (7,500.00)
SubTotal	\$ 10,500.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 10,500.00
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 10,500.00</b>

**Salesperson : X** \_\_\_\_\_

**Accepted By : X** \_\_\_\_\_

*Confidential*

**JOHN DEERE**

# Selling Equipment

Quote Id: 16400515

<b>JOHN DEERE Z997R DIESEL W 72 In. 7-GAUGE SIDE DISCHARGE DECK</b>				
<b>Hours:</b>			<b>Suggested List</b>	
<b>Stock Number:</b>			\$ 25,091.34	
			<b>Selling Price</b>	
			\$ 18,000.00	
<b>Code</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Extended</b>
0911TC	Z997R Commercial L. C. Diesel Max-Frame Z-Trak with 72 In. Side Discharge 7-Iron PRO Deck	1	\$ 23,805.00	\$ 23,805.00
<b>Standard Options - Per Unit</b>				
001A	United States/Canada	1	\$ 0.00	\$ 0.00
2011	Comfort Adjust Suspension Seat with Armrests	1	\$ 375.00	\$ 375.00
<b>Standard Options Total</b>				<b>\$ 375.00</b>
<b>Value Added Services Total</b>				<b>\$ 0.00</b>
<b>Other Charges</b>				
	Freight	1	\$ 581.34	\$ 581.34
	Setup	1	\$ 330.00	\$ 330.00
<b>Other Charges Total</b>				<b>\$ 911.34</b>
<b>Suggested Price</b>				<b>\$ 25,091.34</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ -7,091.34</b>	<b>\$ -7,091.34</b>
<b>Total Selling Price</b>				<b>\$ 18,000.00</b>





JOHN DEERE

# Trade In

Quote Id: 16400515

2013 JOHN DEERE 997 Z-TRAK DIESEL SN# 1TC997SBCDF080377	
Machine Details	
Description 2013 JOHN DEERE 997 Z-TRAK DIESEL SN# 1TC997SBCDF080377 Your Trade In Description	Net Trade Value \$ 7,500.00
Additional Options	
Hour Meter Reading	1330
Total \$ 7,500.00	

Warranty Coverage			
Warranty Type	Coverage Term	Expiration Date	Days Remaining
JD PROMISE	JD PROMISE 10 DAYS	03-Jul-2013	0
LIMITED BASIC	24 MONTHS	24-Jun-2015	0
BASIC WARRANTY	BASIC 36 M / 1500 HR	23-Jun-2016	0

**Central Iowa Lawn & Home Care Inc.**  
**Central Iowa Trailer Sales**

2725 E. Lincoln Way

Ames, Iowa 50010

**City of Huxley**

515 N. Main Ave.

Huxley, Iowa 50124



**Central Iowa Lawn & Home Care Inc.**

**2017 BadBoy Diesel w/ 72" Deck and Perkins Engine -----**

**\$16,599.00 Retail Price**

**City of Huxley**

**2013 John Deere 997 Diesel w/ 1321hrs and 61" 7iron Deck -----**

**\$5,000 Trade-In Value**

**\$16,599.00 (Retail Price)(CILHC)**

**- \$5,000.00 (Trade-In Value)(City of Huxley)**

**\$11,599.00 = City of Huxley Cost for the 72" Bad Boy 72" Perkins Diesel**

**\*\*If there are any Questions or Concerns, Please Feel Free to Call 515-233-9485 or  
Email: [Info@centralialawn.com](mailto:Info@centralialawn.com)\*\***

173.23.160.72

ZD1211L-72 WEB QUOTE #890976

Date: 11/16/2017 1:25:27 PM

## -- Standard Features --

## -- Custom Options --



# Kubota

ZD1200 Series

ZD1211L-72

\*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

**DIESEL ENGINE**

3 Cylinder, Kubota Model # D1105  
24.8 Gross HP @ 3000 rpm  
66.6 cu. in. Displacement  
12v 430 Amp Hr. Battery  
14 Amps Charging Output

**TRANSMISSION**

Hydrostatic Drive  
(2) HST w/Gear Reduction  
Brake - Wet Multi Disks  
Forward Speeds 0 - 10.8 mph  
Reverse Speeds 0 - 5.3 mph

**STEERING / MOTION CONTROL**

(2) Hand Levers, Adjustable  
Hydraulically Damped,  
Adjustable

**POWER TAKE OFF**

Hydraulic Independent PTO  
Shaft Drive Mower Deck  
Wet Disk Clutch

**FLUID CAPACITY**

Fuel Tank 13.1 gal  
Engine Coolant w/ Recovery  
tank 3.98 qts  
Crankcase w/ Filter 4.1 qts  
Transmission Case and Axle  
Gear 12.8 qts

+ Manufacturer Estimate

**TIRES AND WHEELS**

Front 16 x 6.0 - 6 Flat-free  
Rear 26 x 12.0 - 16 Turf, Low Profile

**SAFETY EQUIPMENT**

Electric Key Shut Off  
Control Lever Safety Switch  
Parking Brake Safety Switch  
Foldable ROPS  
Seat Safety Switch

**DIMENSIONS**

Height 78.7"  
Length 93.7"  
Width Overall 85.6"  
Wheelbase 61.4"

**OPERATING FEATURES**

Zero Turn Radius  
Adj. Front Axle: Rigid/Oscillating  
Dual Element Air Filter  
Deluxe Suspension Seat  
Hands-free Hydraulic Deck Lift  
Hands-free Parking Brake  
Cup Holder

**SIDE DISCHARGE MOWER**

60" and 72" Kubota PRO Deck  
w/ACS  
8 Gauge, 6" Drop Deck  
1-6" Cut Height, Adjustable  
1/4" Increments  
Flexible Discharge Cover  
3 Blades

ZD1211L-72 Base Price: \$16,543.00  
Suggested List Price w/ Options: \$16,543.00

<del>\$1145</del> <del>Trade</del> <del>\$16,543.00</del> <del>- 3290.00</del> <del>Trade</del> <del>\$13,253.00</del>	<del>997</del> <del>Trade</del> <del>\$16,543.00</del> <del>- 4295.00</del> <del>\$12,248.00</del>
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\*Taxes, shipping & handling, surcharges, assembly charges, destination, freight and/or delivery charges are not included.  
This MSRP configuration program is for informational purposes only. In all instances, the user of this program must consult with an authorized Kubota Dealer for complete purchase, warranty and safety information. Special pricing and promotions may be available on certain models. See your Kubota Dealer for details and individual Dealer product pricing. All prices are shown in U.S. Dollars. Quotes are for products sold in the United States only.

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**Central Iowa Lawn & Home Care Inc.**  
**Central Iowa Trailer Sales**

2725 E. Lincoln Way  
Ames, Iowa 50010

**City of Huxley**

515 N. Main Ave.  
Huxley, Iowa 50124



**Central Iowa Lawn & Home Care Inc.**

**2017 BadBoy Diesel w/ 72" Deck and Perkins Engine -----**  
**\$16,599.00 Retail Price**

**City of Huxley**

**2000 John Deere 1145 w/ 72" Deck, Blower and Broom attachments -----**  
**\$3,600.00 Trade-In Value**

**\$16,599.00 (Retail Price)(CILHC)**  
**- \$3,600.00 (Trade-in Value)(City of Huxley)**

**\$12,999.00 = City of Huxley Cost for the 72" Diesel**

**\*\*If there are any Questions or Concerns, Please Feel Free to Call 515-233-9485 or  
Email: [Info@centralialawn.com](mailto:Info@centralialawn.com)\*\***

173.23.160.72

ZD1211L-72 WEB QUOTE #880976  
Date: 11/16/2017 1:25:27 PM

## - Standard Features -

**Kubota.**

ZD1200 Series

ZD1211L-72

\*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

**DIESEL ENGINE**

3 Cylinder, Kubota Model # D1105  
24.8 Gross HP @ 3000 rpm  
68.5 cu. in. Displacement  
12v 430 Amp Hr. Battery  
14 Amps Charging Output

**TRANSMISSION**

Hydrostatic Drive  
(2) HST w/Gear Reduction  
Brake - Wet Multi Disks  
Forward Speeds 0 - 10.6 mph  
Reverse Speeds 0 - 5.3 mph

**STEERING / MOTION CONTROL**

(2) Hand Levers, Adjustable  
Hydraulically Damped,  
Adjustable

**POWER TAKE OFF**

Hydraulic Independent PTO  
Shaft Drive Mower Deck  
Wet Disk Clutch

**FLUID CAPACITY**

Fuel Tank 13.1 gal  
Engine Coolant w/ Recovery tank 3.96 qts  
Crankcase w/ Filter 4.1 qts  
Transmission Case and Axle Gear 12.8 qts

+ Manufacturer Estimate

**TIRES AND WHEELS**

Front 15 x 6.0 - 6 Flat-free  
Rear 26 x 12.0 - 16 Turf, Low Profile

**SAFETY EQUIPMENT**

Electric Key Shut Off  
Control Lever Safety Switch  
Parking Brake Safety Switch  
Foldable ROPS  
Seat Safety Switch

**DIMENSIONS**

Height 78.7"  
Length 83.7"  
Width Overall 85.8"  
Wheelbase 61.4"

**OPERATING FEATURES**

Zero Turn Radius  
Adj. Front Axle: Rigid/Oscillating  
Dual Element Air Filter  
Deluxe Suspension Seat  
Hands-free Hydraulic Deck Lift  
Hands-free Parking Brake  
Cup Holder

**SIDE DISCHARGE MOWER**

60" and 72" Kubota PRO Deck  
w/ACS  
8 Gauge, 6" Deep Deck  
1-5" Cut Height, Adjustable  
1/4" Increments  
Flexible Discharge Cover  
3 Blades

## - Custom Options -

ZD1211L-72 Base Price: \$16,543.00

Suggested List Price w/ Options: \$16,543.00

F1145 Tractor	997 Tractor
\$16,543.00	\$16,543.00
- 3290.00 Tractor	- 4295.00
\$13,253.00	\$12,248.00

\*Taxes, shipping & handling, surcharges, assembly charges, destination, freight and/or delivery charges are not included.  
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**JOHN DEERE**

**Quote Summary**

**Prepared For:**  
City Of Huxley  
116 N Main Ave  
Po Box 6  
Huxley, IA 50124  
Home: 515-597-2561

**Prepared By:**

Garrett Anderson  
Van-Wall Equipment, Inc.  
1468 West A Avenue  
Nevada, IA 50201  
Phone: 515-382-2222  
garrett.anderson@vanwall.com

*Diesel*

**Quote Id:** 16207748  
**Created On:** 10 October 2017  
**Last Modified On:** 11 October 2017  
**Expiration Date:** 17 November 2017

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2017 JOHN DEERE Z997R DIESEL W 72 In. 7-GAUGE SIDE DISCHARGE DECK - 1TCZ997RVGD030095	\$ 24,220.00	\$ 18,000.00 X	1 =	\$ 18,000.00

**Equipment Total** **\$ 18,000.00**

Trade In Summary	Qty	Each	Extended
2000 JOHN DEERE F1145 4WD 28HP EXPORT - M01145X186298	1	\$ 2,000.00	\$ 2,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 2,000.00

**Trade In Total** **\$ 2,000.00**

**Quote Summary**

Equipment Total	\$ 18,000.00
Trade In	\$ (2,000.00)
SubTotal	\$ 16,000.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 16,000.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 16,000.00

**Salesperson : X** \_\_\_\_\_

**Accepted By : X** \_\_\_\_\_

*Confidential*



**JOHN DEERE**

## Selling Equipment

Quote Id: 16207748

2017 JOHN DEERE Z997R DIESEL W 72 In. 7-GAUGE SIDE DISCHARGE DECK - 1TCZ997RVGD030095				
Hours:	1			<b>Suggested List</b>
Stock Number:	253194			\$ 24,220.00
				<b>Selling Price</b>
				\$ 18,000.00
Code	Description	Qty	Unit	Extended
0911TC	LG FRAME MIDZ MOWER, 72"SD	1	\$ 23,805.00	\$ 23,805.00
<b>Standard Options - Per Unit</b>				
0911TC001A	COUNTRY CODE-US / CANADA	1	\$ 0.00	\$ 0.00
0911TC2011	COMFORT ADJ SUSP SEATW/ARM	1	\$ 375.00	\$ 375.00
	<b>Standard Options Total</b>			<b>\$ 375.00</b>
	<b>Value Added Services Total</b>			<b>\$ 0.00</b>
	<b>Other Charges</b>			
	Freight	1	\$ 581.34	\$ 581.34
	MISC	1	\$ 40.00	\$ 40.00
	FRT DISC	1	\$ -581.34	\$ -581.34
	<b>Other Charges Total</b>			<b>\$ 40.00</b>
	<b>Suggested Price</b>			<b>\$ 24,220.00</b>
	<b>Customer Discounts</b>			
	<b>Customer Discounts Total</b>		<b>\$ -6,220.00</b>	<b>\$ -6,220.00</b>
<b>Total Selling Price</b>				<b>\$ 18,000.00</b>



## Trade In

Quote Id: 16207748

2000 JOHN DEERE F1145 4WD 28HP EXPORT SN# M01145X186298	
Machine Details	
Description	Net Trade Value
2000 JOHN DEERE F1145 4WD 28HP EXPORT SN# M01145X186298 Your Trade In Description	\$ 2,000.00
Total	
\$ 2,000.00	

Warranty Coverage			
Warranty Type	Coverage Term	Expiration Date	Days Remaining
BASIC WARRANTY	BASIC 24M	10-Mar-2003	0
EMISSIONS WARRANTY	EMISSION 60M/3000H	10-Mar-2006	0