

CITY OF HUXLEY

TUESDAY – DECEMBER 4, 2018 – HUXLEY CITY HALL

AGENDA

CITY COUNCIL MEETING – 5:30 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 5:30 PM ON TUESDAY THE 4TH DAY OF DECEMBER, 2018 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): ISU – PRELIMINARY COMPREHENSIVE PLAN PRESENTATION AND Q & A.
- 3.00) PROCLAMATION(S): NONE
- 4.00) PUBLIC HEARING(S): NONE
- 5.00) 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.

- 5.01) TO APPROVE THE MINUTES FROM THE FOLLOWING MEETINGS:
NOVEMBER 13, 2018 – Regular Council Meeting & Worksession
NOVEMBER 27, 2018 – Regular Council Meeting
- 5.02) TO APPROVE FINANCIAL REPORTS AND PAYMENT OF BILLS.
- 5.03) TO APPROVE BEER, WINE AND LIQUOR LICENSES, CIGARETTE PERMITS RENEWALS.
- 5.04) TO APPROVE PLANNING AND ZONING APPOINTMENT
- 5.05) TO APPROVE RESOLUTION APPROVING A REQUEST FOR ACCOMMODATION TO ALLOW A SUPPORT DOG

AGENDA ITEMS:

6.00) COMMUNITY BETTERMENT:

- 6.01) DISCUSSION AND POSSIBLE ACTION ON FIRST READING OF ORDINANCE NO. 490 AMENDING THE CODE OF ORDINANCES OF THE CITY OF HUXLEY, IOWA, CHAPTER 41, PUBLIC HEALTH AND SAFETY.

POSSIBLE WAIVING OF SECOND AND THIRD READING.

- 6.02) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 18-103 APPROVING THE SITE PLAN FOR MR. STORAGE.
- 6.03) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 18-104 APPROVING THE SITE PLAN FOR LANDSCAPE BY DESIGN.

6.04) DISCUSSION AND POSSIBLE ACTION ON **RESOLUTION NO. 18-105** TO APPROVE AND ACCEPT THE PUBLIC IMPROVEMENTS AT BLUE SKY COMMONS.

7.00) PUBLIC SAFETY

7.01) DISCUSSION AND POSSIBLE ACTION ON **RESOLUTION NO. 18-106** TO APPROVE INSTALLATION OF STREET LIGHTS IN MEADOW VIEW PLAT 3.

8.00) FINANCE:

8.01) DISCUSSION AND POSSIBLE ACTION ON **RESOLUTION NO. 18-107** SETTING A DATE OF MEETING AT WHICH IT IS PROPOSED TO APPROVE A DEVELOPMENT AGREEMENT WITH LANDSCAPE BY DESIGN, INC., INCLUDING ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS"

8.02) DISCUSSION AND POSSIBLE ACTION ON **RESOLUTION NO. 18-108** SETTING A DATE OF MEETING AT WHICH IT IS PROPOSED TO APPROVE A DEVELOPMENT AGREEMENT WITH MR. STORAGE LLP., INCLUDING ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS"

8.03) DISCUSSION AND POSSIBLE ACTION ON **RESOLUTION NO. 18-109** SETTING A DATE OF MEETING AT WHICH IT IS PROPOSED TO APPROVE A DEVELOPMENT AGREEMENT WITH PACIFIC DRYWALL CORP., INCLUDING ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS"

9.00) LEISURE ACTIVITIES: NONE

10.00) ADMINISTRATIVE BUSINESS: NONE

COMMENTS FROM STAFF, COUNCIL AND MAYOR.

ADJOURNMENT

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 THE 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. NO PARTICULAR ORDER AT THIS TIME

1. FIRE PULL ALARMS
2. CONSTRUCTION POLICIES
3. WINTER PUBLIC WORKS POLICIES
4. CIP

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 Halldeman, City Administrator

CONSENT AGENDA

Huxley City Council Minutes

Tuesday, November 13, 2018

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 Pro Tem Kuhn called the meeting to order at 6:00 pm.

COUNCIL MEMBERS PRESENT: Roberts, Jensen, Peterson, Mulder

CITY STAFF PRESENT: John Haldeman-City Administrator, Jolene Lettow-City Clerk, Heather Denger-Parks and Rec Director, Jeff Peterson-Public Works Director, Kevin Deaton-Asst. Fire Chief, Gerry Stoll-Police Chief, Lisa Wheeler – Administrative Coordinator, Cathy Van Maanen – Library Director

CONSULTANTS PRESENT: Forrest Aldrich - City Engineer, Amy Beattie – city attorney

GUESTS PRESENT: Ottie Maxie, Steve Domino, Roger Wheeler, Chris Gardner

PRESENTATION: Ottie Maxey, Ballard School Superintendent, and Steve Domino, School Board President, explained to council the purpose of the bond referendum that will be voted on at December special election.

CONSENT AGENDA:

MOTION- Roberts, Second - Peterson to approve items 5.01, 5.02, 5.03, 5.05:

- October 23, 2018 Council Meeting and Work Session Minutes
- Financial Reports and Payment of Bills
- Liquor License for Casey's South
- Parks and Recreation and Tree Board Appointments

Roll Call: Kuhn, Jensen, Roberts, Peterson, Mulder voted yes. Motion carried.

Claims:

A TECH-TCI	FD ALARM MONITORING	105.00
AFLAC	AFLAC	4.00
ALLIANT ENERGY	GAS AND ELECTRIC	8,753.07
AMY KAPLAN	REIMBURSEMENT FOR 2019 PLANNER	15.89
ANKENY SANITATION	CENTENNIAL PARK	317.29
AUSTIN CLARK	SOCCER REFEREE	50.00
AUSTIN STRUMPFER	DNR AND WATER EXAM TEST FEES	70.00
BAKER GROUP	MAINT. AGREEMENT 3 OF 4	6,682.00
BEAU WARG	SOCCER REFEREE	70.00
BOOK LOOK	BOOKS	645.48
BORDER STATES INDUSTRIES,	LED BULBS FOR GYM	2,396.25
BRICK GENTRY P.C.	MUNICIPAL	6,112.97
BUD'S AUTO REPAIR INC	SERVICE ON POLICE CAR	228.27
CASEY'S GENERAL STORES INC	GASOLINE	1,871.87
CATHY VANMAANEN	MILEAGE REIMBURSEMENT	34.08
CENTRAL IOWA DISTRIBUTING	JANITORIAL SUPPLIES	263.00
CENTRAL IOWA LAWN & LANDSC	DECK WHEEL, ULTRA HIGH LIFT	54.84
CENTRAL PUMP & MOTOR, LLC	SERVICE CALL ON PUMP	565.60
CHITTY GARBAGE SERVICE INC	FD TRASH REMOVAL	43.34
CITY OF AMES	RESOURCE RECOVERY	15,092.35
CUMMINS SALES AND SERVICE	SERVICE CALL ON GENERATOR	1,168.67
DAVID DETAR	FLAG FOOTBALL REFEREE	180.00
DB IOWA HOLDINGS	LEGAL PUBLICATIONS	420.01
DELTA DENTAL PLAN OF IOWA	DENTAL INSURANCE	1,397.48
DONAVON BERTRAND	FLAG FOOTBALL REFEREE	10.00
EBS	MEDICAL INSURANCE	14,292.01
EDWARD JONES	IRA	250.00
ELECTRIC WHOLESALE CO.	PHOTO CELL	57.04
FIDELITY SECURITY LIFE	VISION INS	242.98
G & L CLOTHING	UNIFORM ALLOWANCE FOR ROCKY	236.65
GALLS, LLC- DBA CARPENTER	POLICE UNIFORM PARTS	343.34
GRANT ANDERSON	FLAG FOOTBALL REFEREE	70.00
HABITAT FOR HUMANITY OF CE	BUILDING PERMIT DEPOSIT REFUND	500.00
HACH COMPANY	CHEMICALS FOR WP AND WWTP	977.25
HAWKINS, INC.	CHEMICALS FOR WATER PLANT	1,634.55
HENRY EASTER	SOCCER REFEREE	50.00
HUXLEY COMMUNICATIONS COOP	PHONE, INTERNET, CABLE	1,640.34

I.S.C.I.A.
 ICMA MEMBERSHIP RENEWALS
 INTERNAL REVENUE SERVICE
 INTERSTATE ALL BATTERY CEN
 INTERSTATE BATTERIES
 IOWA DNR
 IOWA DOT
 IOWA LAW ENFORCEMENT ACADE
 IPERS
 ITRON, INC.
 JCORP, INC.
 KEMPKER'S TRUE VALUE AND R
 KEYSTONE LABORATORIES
 LEEDS, JESSICA
 LINCOLN FINANCIAL GROUP
 LISA WHEELER
 MARCO, INC.
 MARTIN MARIETTA MATERIALS
 MASS MUTUAL RETIREMENT SER
 MOODY ELECTRIC, INC.
 MUNICIPAL SUPPLY
 NCL OF WISCONSIN, INC.
 NICKOLAY CONSULTING, LLC
 NJREC, INC.
 OXEN TECHNOLOGY
 PETERSON, JEFFERY
 PREMIER OFFICE EQUIPMENT I
 RADAR ROAD TECH
 SAFE BUILDING COMPLIANCE &
 SPRINGER PROFESSIONAL HOME
 SYNCB/AMAZON
 TASC
 TASC - CLIENT INVOICES
 THE DES MOINES REGISTER
 TREASURER, STATE OF IOWA
 U.S. BANK EQUIPMENT FINANC
 VEENSTRA & KIMM, INC.
 VERIZON WIRELESS
 VERIZON WIRELESS - LERT B
 WASHER SYSTEMS OF IOWA, IN
 WD DOOR
 WINDSTREAM IOWA COMMUNICAT

CONFERENCE REGISTRATIONS	300.00
ANNUAL MEMBERSHIP	784.63
FED WITHHOLDING TAX	20,041.69
BATTERIES	333.00
BATTERIES FOR SLEDGE TRUCK	139.30
ANNUAL WATER USE FEE	134.00
NOZZLES	76.64
FTO SCHOOL	380.00
IPERS	13,023.38
MAINT. FOR METER READER GUN	2,297.37
BUILDING PERMIT DEPOSIT REFUND	500.00
SEE ATTACHED	476.85
MONTHLY WATER SAMPLES	137.70
REIMBURSE STORY TELLER'S CHAIR	49.99
DISABILITY INSURANCE	979.21
REIMBURSEMENT FOR MEALS	20.00
ADMIN COPIER MAINT FEE	470.82
CLEAN ROCK	98.49
DEFERRED COMPENSATION	450.00
INSTALL LIGHT AT POLICE STATIO	181.52
FIFTY LEAD SEALS	175.00
NITRIFICATION INHIBITOR	68.88
MONTHLY IT SUPPORT MAINTENANCE	105.00
BUILDING PERMIT DEPOSIT REFUND	500.00
MONTHLY MICROSOFT ONLINE	219.50
MEAL REIMBURSEMENT FOR WEFTEC	59.46
PRINTER CONTRACT	630.47
FOUR RADAR CERTIFICATIONS	140.00
BUILDING INSPECTIONS	46,125.44
MONTHLY PEST INSPECTION	42.00
BOOKS	385.23
FLEX BENEFIT PLANS	1,024.92
DECEMBER FLEX PLAN ADMIN FEE	67.91
NEWSPAPER SUBSCRIPTION	245.02
STATE WITHHOLDING	3,494.00
COPIER LEASE CONTRACT	99.00
KADING VILLAS FINAL PLAT	7,144.60
CITY ADMIN CELL PHONE	44.60
LEGAL FEES	50.00
PRESSURE WASHER	4,160.00
GARAGE DOOR REPAIR	461.00
DISPATCH PHONE	71.08

	<u>Expenses</u>	<u>Revenue</u>
001 GENERAL FUND	110,170.23	477,907.63
002 LIBRARY	7,645.35	41,599.40
003 RECREATION	5,504.07	21,060.62
004 FIRE AND RESCUE	761.09	134.67
014 AMBULANCE	3,751.79	4,465.90
110 STREET	14,919.32	29,941.42
342 HMGP Generator Proj	2,970.00	
600 WATER UTILITY	17,347.09	130,097.88
610 SEWER UTILITY	9,964.38	110,761.49
PAYROLL/MISC	<u>90,917.16</u>	
GRAND TOTAL	263,950.48	<u>468,574.11</u>

Motion – Mulder, Second – Peterson to Acknowledge Item 5.04 from Consent Agenda for Request Regarding Use of Pellet Gun. Resident from Porchlight Drive asked about using pellet gun to rid property of rodents. Council stated resident must follow the city ordinance on use of pellet gun within city limits. 5 ayes, 0 nays. Motion carried.

Motion – Roberts, Second – Jensen to Acknowledge Item 5.06 from Consent Agenda for Request on Accommodation to Allow a Support Dog. Council deferred any action until December 4th meeting. 5 ayes, 0 nays.

Motion – Roberts, second – Mulder on Second Reading of Ordinance 487 to Adopt an Updated Zoning Map. Councilman Jensen noted correction needs to be made on map for Kading Property. Roll Call: Mulder, Kuhn, Roberts, Peterson, Jensen voted yes. Motion carried.

Motion – Roberts, Second – Mulder to Waive Third Reading of Ordinance 487 to Adopt Updated Zoning Map with Corrections. Roll Call: Mulder, Kuhn, Roberts, Peterson, Jensen voted yes. Motion carried.

Motion – Peterson, Second – Roberts on Resolution No. 18-094 to Delete Property from the Huxley Urban Renewal Area. In order to provide development agreements to developers in designated area for the maximum amount of time allowed the area needed to be reactivated. Roll Call: Mulder, Kuhn, Roberts, Peterson, Jensen voted yes. Motion carried.

Motion - Peterson, Second – Jensen on First Reading of Ordinance No. 488 to Amend the City of Huxley's Code of Ordinances by Adding Chapter 142, Mailboxes. Action will turn mailbox policy into an ordinance. Roll Call: Mulder, Kuhn, Roberts, Peterson, Jensen voted yes. Motion carried.

Motion – Roberts, Second – Peterson on First Reading of Ordinance No. 489 to Delete Property from the Tax Increment Financing District for the Huxley Urban Renewal Area Pursuant to Section 403.19 of the Code of Iowa. Property to be deleted is 107 S. Main Avenue. Development agreement forthcoming. Roll Call: Mulder, Kuhn, Roberts, Peterson, Jensen voted yes. Motion carried.

Motion – Peterson, Second – Mulder on Resolution No. 18-095 to Set Date for Public Hearing on Designation of Expanded Urban Renewal Area and Urban Renewal Plan Amendment. Public hearing date set for December 18th. Roll Call: Mulder, Kuhn, Roberts, Peterson, Jensen voted yes. Motion carried.

Motion – Roberts, Second – Mulder on Resolution No. 18-100 to Approve and Accept Paving of 550th Street as Recommended by City Engineer. Roll Call: Mulder, Kuhn, Roberts, Peterson, voted yes; Jensen abstained. Motion carried.

Motion – Roberts, Second – Mulder on Resolution No. 18-097 to Approve Salary Resolution to Hire Bruce Timmons, Wastewater Superintendent, and Revised Salary for Public Works Utility/Parks Position. Roll Call: Mulder, Kuhn, Roberts, Peterson, Jensen voted yes. Motion carried.

Motion – Roberts, Second – Peterson on Resolution No. 18-093 to Approve Compensation Policy. Roll Call: Kuhn, Roberts, Peterson, Jensen voted yes; Mulder abstained. Motion carried.

Motion – Peterson, Second – Mulder on Resolution No. 18-098 to Purchase Vac Machine. City has been borrowing machine from Huxley Communications. Councilman Mulder asked why project wasn't on Capital Improvements Project list. Motion was withdrawn.

Motion – Roberts, Second – Mulder on Resolution No. 18-099 to Set date for Special Council Meetings for the months of November and December. Council meetings will be held on November 27th at 5:00pm, December 4th at 5:30pm and December 18th at 6:00pm. Roll Call: Mulder, Kuhn, Roberts, Peterson, Jensen voted yes. Motion carried.

Miscellaneous

City Clerk, Jolene Lettow reported:

- 1) working with mechanical contractor on current contract re: preventative maintenance issues and computer updates
- 2) Final FY18 audit was submitted to council for review
- 3) Northland Securities rep would be working with clerk on County TIF certification due to County by December 1
- 4) Annual Urban Renewal Report would be ready for council approval at November 27th council meeting
- 5) Meetings were being held with phone service providers to gather information to present to council

Cathy VanMaanen, Library Director:

- 1) Ribbon cutting ceremony to be held at 4:00pm on November 15th for toy grocery store that was donated to library from Fareway

Kevin Deaton, Assistant Fire Chief

- 1) House fire training on December 8th beginning at 7:30am
- 2) Met with ISU students regarding comprehensive plans
- 3) Fire Department election coming in beginning of next year

John Haldeman, City Administrator

- 1) Has spoken with school superintendent about installation of sidewalks for walking traffic to/from high school
- 2) Comprehensive Plan Open House scheduled for Thursday, November 15 from 6 to 8 pm in council chambers
- 3) Public hearings being scheduled and getting release from City of Ames for AutoMed to move into Blue Sky Commons

Councilman Peterson thanked staff for their work with audit.

Councilman Jensen:

- 1) compared FY14 treasurer's report to current fiscal year finances and stated he would like to use existing funds to cover expense of capital projects.
- 2) asked that discussion take place at December 4th meeting regarding development agreement plans for future developments.
- 3) Asked what status was of resident's request for fence at 107 Lynwood

CLOSED SESSION: Motion – Peterson, Second- Mulder to move into a Closed Session in accordance with Iowa Code Section 21.5(j) to discuss the purchase of sale of particular real estate where premature disclosure could be reasonably expected to increase/decrease the price the governmental body would have to pay for that property or reduce the price the government body would receive for that property.

ADJOURNMENT: Motion – Roberts, second – Peterson to adjourn meeting at 9:07 pm. 5 ayes, 0 nays. Motion carried.

WORK SESSION:

Chris Gardner

Mr. Gardner expressed his concerns with city's engineering firm's decisions during work performed on 550th Street.

Capital Improvement Projects (CIP)

Council asked to match projects with funding sources and discuss at December 4th meeting.

ADJOURNMENT: Motion – Peterson, second – Mulder to adjourn meeting at 9:37pm. 4 ayes, 0 nays. Motion carried.

David Kuhn, Mayor Pro Tem

Attest:

Jolene R. Lettow, City Clerk

Huxley City Council Minutes

Tuesday, November 27, 2018

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 5:10 pm.

COUNCIL MEMBERS PRESENT: Jensen, Kuhn, Roberts – via conference call

CITY STAFF PRESENT: John Haldeman-City Administrator, Jolene Lettow-City Clerk

Motion – Jensen, Second Kuhn to Combine Resolution No. 18-101 to Approve Certification of TIF Debt, Per Code of Iowa Section 403.19, to the Story County Auditor by December 1, 2018 for Fiscal Year 2020 and Resolution No. 18-102 to Approve Annual Urban Renewal Report for FY19 to the Iowa Department of Management. Roll Call: Jensen, Kuhn, Roberts voted yes.

ADJOURNMENT: Motion – Kuhn, second – Jensen to adjourn meeting at 5:11pm. 3 ayes, 0 nays. Motion carried.

Attest:

Craig D. Henry, Mayor

Jolene R. Lettow, City Clerk

12-4-18 Council Claims List

	A	B	C
1	VENDOR NAME	DESCRIPTION	GROSS AMOUNT
2	72 DEGREES COMFORT COMPANY	NEW HEATER AND INSTALLATION	\$ 3,732.00
3	AFLAC	AFLAC	\$ 4.00
4	AMY KAPLAN	FRAME FOR CITY HALL	\$ 21.50
5	ARNOLD MOTOR SUPPLY	CITY VEHICLE PARTS & SUPPLIES	\$ 1,861.60
6	BOUND TREE MEDICAL	MEDICAL SUPPLIES	\$ 262.91
7	CAPITAL CITY EQUIPMENT CO.	LIFT TO CHANGE LIGHT BULBS	\$ 300.00
8	CARDMEMBER SERVICE	SEE ATTACHED	\$ 7,383.73
9	CATHY VANMAANEN	REIMBURSEMENT FOR TRAIN	\$ 20.00
10	CENTRAL IOWA DISTRIBUTING	JANITORIAL SUPPLIES	\$ 312.10
11	CENTRAL PUMP & MOTOR, LLC	SERVICE CALL ON PUMP #8	\$ 360.00
12	CHITTY GARBAGE SERVICE INC	FD GARBAGE SERVICE	\$ 73.89
13	CINTAS CORPORATION	MEDICAL SUPPLIES	\$ 67.25
14	CLAMAN CONSTRUCTION, INC.	BUILDING PERMIT DEPOSIT REFUND	\$ 500.00
15	COMPASS MINERALS AMERICA	BULK COARSE SALT	\$ 6,548.27
16	CONSUMERS ENERGY	GAS AND ELECTRIC	\$ 8,465.19
17	DB IOWA HOLDINGS	LEGAL PUBLICATIONS	\$ 327.95
18	DELTA DENTAL PLAN OF IOWA	DENTAL INSURANCE	\$ 1,397.48
19	DOLLAR GENERAL-REGIONS 410	OFFICE SUPPLIES	\$ 139.05
20	DORSEY & WHITNEY LLP	2017-18 KADING URBAN RENEWAL	\$ 985.00
21	EBS	MEDICAL INSURANCE	\$ 14,251.37
22	EDWARD JONES	IRA	\$ 250.00
23	ELECTRIC WHOLESALE CO.	SUPPLIES	\$ 130.04
24	EMERGENCY MEDICAL PRODUCTS	MEDICAL SUPPLIES	\$ 219.99
25	FIDELITY SECURITY LIFE	VISION INS	\$ 282.31
26	G & L CLOTHING	PW CLOTHING ALLOWANCE	\$ 509.97
27	GALLS, LLC- DBA CARPENTER	ZIPPER BOOT AND LOCKOUT TOOL	\$ 656.28
28	GRAINGER	SNUBBER PISTON	\$ 144.16
29	HALLETT MATERIALS	ICE CONTROL SAND	\$ 299.31
30	HOKEL MACHINE SUPPLY	CYLINDER RENTAL, BOLTS, NUTS, WASHERS, OXYGEN, HOSE, CONNECTORS, ETC.	\$ 316.16
31	HOMES BY ADVANTAGE LLC	BUILDING PERMIT DEPOSIT REFUNDS	\$ 1,000.00
32	IDALS	2019 PEST APP. RENEWAL FEE	\$ 15.00
33	INTEGRATED PRINT SOLUTIONS	WINTER BROCHURES	\$ 224.00
34	INTERNAL REVENUE SERVICE	PAYROLL TAXES	\$ 11,193.88
35	INTERSTATE BATTERIES	BATTERY CABLE	\$ 7.41
36	IOWA DOT	ZIP TIES, MOP HEAD, HAND CLEAN	\$ 259.90
37	IOWA ONE CALL	EMAIL LOCATES	\$ 81.00
38	IOWA PRISON INDUSTRIES	NAMES PLATES	\$ 242.77
39	IOWA WATER ENVIRONMENT ASS	TWO MEMBERSHIPS	\$ 60.00
40	IPERS	IPERS	\$ 14,107.74
41	J.A. KING	CALIBRATION OF SCALE	\$ 115.00
42	JEREMY J. ARENDS	OCTOBER TREASURER'S REPORT	\$ 80.00
43	KEYSTONE LABORATORIES	MONTHLY SAMPLING	\$ 223.70
44	LINCOLN FINANCIAL GROUP	DISABILITY & LIFE INSURANCE	\$ 968.33

12-4-18 Council Claims List

	A	B	C
45	MANATTS	YARDS OF CONCRETE	\$ 1,873.25
46	MARTIN MARIETTA MATERIALS	ROAD STONE	\$ 444.64
47	MASS MUTUAL RETIREMENT SER	DEFERRED COMPENSATION	\$ 150.00
48	MIDWEST ALARM SERVICES	FIRE ALARM MONITOR 12/18-12/19	\$ 444.96
49	MR PROPERTIES	BUILDING PERMIT DEPOSIT REFUND	\$ 500.00
50	NEW CENTURY FS INC	UNLEADED & DIESEL FUEL	\$ 1,271.10
51	OTIS ELEVATOR COMPANY	ELEVATOR SERVICE CONTRACT	\$ 211.20
52	OXEN TECHNOLOGY	MICROSOFT EXCHANGE	\$ 219.50
53	PAXXO (USA), INC.	LONGOPAC CASSETTE MAXI	\$ 145.47
54	PCC AN AMBULANCE BILLING S	AUGUST BILLING	\$ 593.52
55	PEPSI-COLA	VENDING POP PURCHASE	\$ 506.06
56	POSTMASTER	BULK POSTAGE	\$ 351.29
57	PRECISION UNDERGROUND UTIL	DIRECTIONAL BORE OF 4" COLLECT	\$ 4,607.50
58	PREMIER OFFICE EQUIPMENT I	LIBRARY COPIER MAINT. AGREEMEN	\$ 35.76
59	QUALITYONE COMMERCIAL CLEA	AUGUST AND NOVEMBER JANITORIAL CLEANING	\$ 4,268.00
60	RYAN VINCENT	REIMBURSE FOR MENARDS SUPPLIES	\$ 213.72
61	STAPLES CREDIT PLAN	TAPE, BINDER CLIPS, NAME BADGE	\$ 40.07
62	TASC	FLEX BENEFIT PLANS	\$ 512.46
63	THE CLEAN MACHINE OF IOWA,	3C'S AND CITY HALL CARPET	\$ 1,250.00
64	THEIA MANAGEMENT CONSULTIN	SALARY STUDY	\$ 5,626.16
65	TREASURER, STATE OF IOWA	STATE WITHHOLDING	\$ 3,758.00
66	U.S. BANK EQUIPMENT FINANC	LIBRARY COPIER LEASE	\$ 99.00
67	UNITYPOINT	PRE-EMPLOYMENT PHYSICAL	\$ 143.00
68	VEENSTRA & KIMM, INC.	HOINT DESIGN SERVICES	\$ 10,840.00
69	VERIZON WIRELESS	AMBULANCE, CITY ADMIN, PW CELL PHONES	\$ 477.81
70	Payroll Expense		\$ 47,440.17
71	GRAND TOTAL		\$ 164,422.88
72			
73		FUND TOTALS	
74	001 GENERAL FUND	31,572.64	
75	002 LIBRARY	4,160.19	
76	003 RECREATION	6,822.71	
77	004 FIRE AND RESCUE	488.43	
78	014 AMBULANCE	6,525.81	
79	110 ROAD USE TAX	19,559.30	
80	340 Trail Paving Project	10,840.00	
81	600 WATER UTILITY	21,265.75	
82	610 SEWER UTILITY	15,747.88	
83	01 PAYROLL EXPENSE	47,440.17	
84	GRAND TOTAL	164,422.88	

Cardmember Services (Visa)		
Admin	amazon prime, notary renewal, passport ink and paper, pet license tags, notary stamp, finance workshop, forever envelopes, annual membership, disputed charge (will be reimbursed on next bill)	\$ 1,504.37
Wastewater	airport parking, baggage fee, mouse traps, strobe light for portable, led and wall lights, membership renewal, supplies,	\$ 508.86
Parks and Rec	supplies to repair wall, items at center grove orchard, paint and supplies, vending supplies, projector mount and screen	\$ 1,803.09
Water	water distr. certificate, supplies at lowes, paint supplies	\$ 320.13
PD	postage	\$ 13.66
Parks	handle for push mower	\$ 31.03
Streets	bulbs, leaf blower, tire inflator, tarp for salt pile, paper towels	\$ 421.10
Building & Grounds	geo thermal filters	\$ 99.90
Ambulance	iemsa annual conference, iemsa memberships, fareway purchase, medicare fees, uniform parts,	\$ 2,231.94
FD	background checks, glo sticks for halloween, water,	\$ 166.98
Library	postage, play kitchen items	\$ 282.67
Total		\$ 7,383.73

Utility Report

October	2018					
	Water Service:	Sewer Service:	Water Consumption (gallons):	Amount Billed (Water):	Sewer Consumption (gallons):	Amount Billed (Sewer):
Commercial	86	85	650,900	\$4,354.42	748,100	\$5,709.31
Schools	4	3	213,300	\$1,017.79	204,700	\$985.92
Rural	67	6	320,400	\$3,546.72	54,100	\$586.38
No Charge	20	14	1,181,200	\$0.00	877,800	\$0.00
Residential	1,494	1,487	4,591,037	\$45,947.13	4,565,637	\$57,337.56
Second Meter	133	N/A	75,100	\$736.63	N/A	\$0.00
Master Meters	12	N/A	302,800	\$0.00	N/A	\$0.00
Wells	2	N/A	7,856,000	\$0.00	N/A	\$0.00
TOTAL:	1,818	1,595	15,190,737	\$55,602.69	6,450,337	\$64,619.17

	Water:	Sewer:	
Total Billed Consumption (gallons):	5,850,737	5,572,537	TOTAL:
Total Billed:	\$55,602.69	\$64,619.17	\$120,221.86

October	2017					
	Water Service:	Sewer Service:	Water Consumption (gallons):	Amount Billed (Water):	Sewer Consumption (gallons):	Amount Billed (Sewer):
Commercial	84	84	405,100	\$3,210.81	509,100	\$4,587.52
Schools	4	3	169,600	\$823.32	169,600	\$829.72
Rural	67	6	282,900	\$3,297.11	27,500	\$408.70
No Charge	20	14	1,110,300	\$0.00	906,500	\$0.00
Residential	1,453	1,453	4,687,691	\$45,667.27	4,675,791	\$56,845.23
Second Meter	122	N/A	139,800	\$991.30	N/A	\$0.00
Master Meters	14	N/A	8,550,400	\$0.00	N/A	\$0.00
TOTAL:	1,764	1,560	15,345,791	\$53,989.81	6,288,491	\$62,671.17

	Water:	Sewer:	
Total Billed Consumption (gallons):	5,685,091	5,381,991	TOTAL:
Total Billed:	\$53,989.81	\$62,671.17	\$116,660.98

Key:

Schools: Bus Barn, Middle School, Athletic Field, High School
 Rural: includes Deer Creek and East First Street (across from water plant)
 No Charge: City Hall, Fire Station, city flushing, Nord Kalsem, Trinity Methodist Church, master meters, bike trail, etc.
 Master Meters: Deer Creek & 11 rural



CITY OF HUXLEY
APPLICATION FOR APPOINTMENT TO BOARDS & COMMISSIONS

The City of Huxley appreciates your interest in serving the community and welcomes your application. Please complete all sections of this application. If you have any questions, please contact the City Clerk's Office at (515) 597-2561. Additional information may be found on the city web site at www.huxleyiowa.org. The City of Huxley is committed to providing equal opportunity for citizen involvement.

Please indicate those Boards and/or Commissions on which you would be willing to serve by checking below:

<input type="checkbox"/> Library Board of Trustees	<input type="checkbox"/> Tree Board
<input type="checkbox"/> Zoning Board Of Adjustments	<input type="checkbox"/> Parks and Recreation Board
<input checked="" type="checkbox"/> Planning & Zoning Commission	<input type="checkbox"/> Huxley Volunteer Fire Department

Name: BIERBAUM, ROGER EVAN Date: 11-16-2018
Last First Middle

Address: 406 NORTAPARK BLVD, HUXLEY, IA 50124
Street City State Zip

Occupation: RETIRED

Employer's Name & Address:

Work Telephone No: _____ Hours which you can be reached at this number: _____

Home Telephone No: 515-597-3175 Hours which you can be reached at this number: 8AM-10 PM

Cell Phone No. 515-817-3515 Hours which you can be reached at this number: 8AM-10PM

Email: DAREB@HUXCOMM.NET

How long have you resided in Huxley? 32 YEARS

Please list any previous Board membership positions (City, Church, School, Professional, etc.) and dates of service:

P&Z 1993 TO PRESENT

TRINITY UNITED METHODIST CHURCH 1993 TO 2017

Please indicate below the reasons why you would like to be appointed to a Board or Commission and any specific skills or experience that you believe support your application:

REASON - INTEREST IN DEVELOPMENT OF HUXLEY

SKILLS - CIVIL ENGINEER

Please list two references other than a family member:

Name: ED KASPER Relationship: NONE Phone Number: 515-239-1414

Name: CRAIG HENRY Relationship: NONE Phone Number: 515-597-3293

Do you sell to, or are you in any manner a part to, any contract to furnish supplies, material, or labor to the City of Huxley? No If so, please list dates of employment and positions held.

Have you ever been employed by the City? No If so, please list dates of employment and

Position(s) held. _____

Do you have relatives working for the City? No If so, please give name and relationship.

Please mail completed application to the office of the City Clerk at the following address:

City of Huxley
515 N. Main Ave.
Huxley, IA 50124
ATTN: Jolene Lettow

Mayor Approval: _____

Council Approval Date: _____

Term Start Date: _____

Expiration Date: _____

RESOLUTION NO. 18- 096

**RESOLUTION APPROVING A REQUEST FOR ACCOMMODATION TO ALLOW
A SUPPORT DOG OTHERWISE PROHIBITED BY ORDINANCE**

WHEREAS, the City of Huxley has an ordinance, Section 55.16, that prohibits Staffordshire Bull Terrier, or Staffordshire Terrier, both being also known as pit bull dogs.

WHEREAS, a request for a reasonable accommodation to the ordinance has been received and is on file with the City and the documentation provided determines that a condition exists that is aided by the support animal.

WHEREAS, the City Council of the City of Huxley believes it is required by law to allow the support animal as long as the animal is giving support to the resident within the City limits.

BE IT RESOLVED, THEREFORE, that the City Council of the City of Huxley, Iowa hereby grants an accommodation to the person residing at 203 N 3rd Avenue C3 to allow the support animal within the City limits for the time period that the person is a City of Huxley resident and the animal is providing support to the resident at that address.

Roll Call	Aye	Nay	Absent
Rick Peterson	—	—	—
Greg Mulder	—	—	—
Dave Kuhn	—	—	—
Tracey Roberts	—	—	—
David Jensen	—	—	—

PASSED, ADOPTED AND APPROVED this 4th day of December 2018.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 18-096** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 4th day of December 2018.

Craig D. Henry, Mayor

Attest:

Jolene Lettow, City Clerk

COMMUNITY BETTERMENT

INSTRUMENT PREPARED BY:	Brian D. Torresi, 2605 Northridge Pkwy., Ste. 101, Ames, IA 50010 (515) 288-2500
RETURN TO:	Brian D. Torresi, 2605 Northridge Pkwy., Ste. 101, Ames, IA 50010

**RESTRICTIVE COVENANTS AND REGULATIONS FOR
HUXLEY DEVELOPMENT CORPORATION, PLAT 3,
HUXLEY, STORY COUNTY, IOWA**

WHEREAS, the undersigned Huxley Development Corporation, Inc. ("HDC"), being the current owner of Lots One (1) through Eleven (11) (each, a "Lot" or collectively, the "Lots") contained in Huxley Development Corporation, Plat 3, Huxley, Story County, Iowa (the "Subdivision"); and

WHEREAS, all Lots will be developed and governed in accordance with these restrictive covenants and regulations; and

WHEREAS, for their own protection and for the benefit of subsequent owners of said Lots within said Subdivision, the said owner desires to restrict the use thereof in certain particulars;

NOW, THEREFORE, the parties hereto, in consideration of the covenants and agreements contained herein, by these presents, covenant, bargain and agree for themselves for their successors and assigns, as follows:

**ARTICLE I
GENERAL PROVISIONS**

1. Parking. Owners of Lots shall not permit their employees or tenants to regularly park during business hours on public streets within the Subdivision. It will be the responsibility of the owners, their successors, assigns, or other persons holding under them to provide adequate off-street parking for employees and visitors within their property lines. All off-street parking, loading, and maneuvering areas shall be well drained and dust free. All parking areas shall be covered with a hard paved surface.
2. Open Storage. Outdoor storage yards shall be screened from public view and shall be placed so as to conform to the building line restrictions. Open storage

shall only be permitted when screened by a solid fence, wall, or other suitable material at least six (6) feet in height, and in no case shall materials be stocked or stored so as to exceed the height of the screening. No open storage shall be permitted within a required front setback area.

3. Building Separation. At least twenty (20) feet of open space shall separate all buildings.
4. Condition of Property. The owner of any site or Lot shall at all times keep premises, buildings, improvements, and appurtenances in a safe, clean, wholesome condition and comply in all respects with all government, health, fire, and police requirements and regulations; the owner will remove at his or her own expense any rubbish of any character whatsoever which may accumulate on the site or Lot. In the event the owner fails to comply with any or all of the specifications or requirements, HDC shall have the right, privilege, and license to enter upon the premises and make any and all corrections or improvements that may be necessary to meet the standards and to charge the owner the expenses incurred in doing so.
5. Permitted and Prohibited Uses. Permitted uses allowed within the Subdivision are those permitted uses in the M-1 District except the following which are not normally permitted: animal hospitals, kennels, and pounds with outside runs; automobile and farm implement sales; contractor's shop with substantial outside storage; lumber and material yards; pottery, brick, and clay products; rental storage with outside multiple doors for separate access and truck and freight terminal repair unless approved otherwise by the Board of Directors of HDC (the "Board").

No site or lot shall be used for any purpose or business which is considered dangerous or unsafe, or which constitutes a nuisance, or is noxious or offensive by reason of emission of dust, odor, gas, smoke, fumes, or noise, unless mitigated to the satisfaction of the Board.

ARTICLE II

ARCHITECTURAL CONTROL

1. Approval of Plans. Before commencing construction or alteration of all buildings, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to any site or lot within the Subdivision, the property owners shall first submit site plans or plans and specifications to the Board for its written approval. The Board shall be provided a full color rendering of the building exterior. Samples of the materials used for the exterior shell shall be provided for the Board to review and approve. In the event that the Board fails to approve or disapprove the building plans, specifications, or site plans within sixty (60) days after submittal to the Board, and no suit has been filed to enjoin approval, the

approval will not be required and this covenant will be deemed to have been complied with.

2. Compliance with City Regulations. All requirements shall comply with Code of Ordinances of the City of Huxley, Iowa (the "Huxley Code").
3. Building Site Ratio. The ratio of building coverage to the total site area will be subject to the approval of the Board. Green open space shall be no less than twenty-five percent (25%) of each site or Lot unless approved otherwise by the Board.
4. Resolution of Disagreement. In the event of disagreement regarding any item in this Article II between the owner of record of any Lot or Lots in the Subdivision and HDC or its representatives, the disagreement shall be referred to a committee of three (3) disinterested architects, with each party to the disagreement selecting an architect and the two (2) architects selecting a third, with the decision of two (2) of the three (3) architects being binding.

ARTICLE III **CONSTRUCTION**

1. Materials. The exterior walls of all buildings shall be masonry or all steel construction, its equivalent, or better. The interior shell framework shall be steel. Use of wood framing is allowable in non-load bearing interior walls. The use of materials shall be subject to the approval of the Board.
2. Frontal Materials. On the front of the building facing the street, at least one-third (1/3) of the side will be composed of significantly different construction materials unless approved otherwise by the Board.
3. Construction Period. All building structures or improvements of any kind must be completed within twelve (12) months of the commencement date of construction. **IF CONSTRUCTION HAS NOT BEGUN ON A LOT WITHIN TWELVE (12) MONTHS OF THE EXECUTION DATE OF A CONTRACT FOR THE SALE OF ANY LOT LYING WITHIN THE SUBDIVISION, OR AFTER THE EXPIRATION OF TWELVE (12) MONTHS FROM THE DATE OF COMPLETION OF UTILITIES, WHICHEVER DATE IS LATER, THEN THE OWNER OF RECORD, AT THE REQUEST OF HDC, AGREES TO CONVEY THE LOT OR LOTS BACK TO HDC FOR SEVENTY-FIVE PERCENT (75%) OF THE ORIGINAL PURCHASE PRICE WITH NO ADJUSTMENT FOR TAXES, CLOSING COSTS, OR INTEREST AT THE TIME OF CONVEYANCE TO HDC. HDC WILL PAY ONLY FOR DEED PREPARATION, RECORDING FEES, AND TRANSFER TAXES. ON ISSUANCE OF AN OCCUPANCY PERMIT FOR A BUILDING STRUCTURE OR IMPROVEMENT ON AN APPLICABLE LOT, THIS**

RIGHT TO REPURCHASE SHALL TERMINATE AS TO THAT LOT. However, HDC, its successors or assigns, may extend in writing the time at which construction may begin.

4. **Loading Docks.** No loading dock shall be constructed facing on any public street unless the loading dock and every part of it is at least one hundred (100) feet inside the right-of-way line of the street on which the loading dock fronts.

ARTICLE IV **EASEMENTS, SETBACKS, AND UTILITIES**

1. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded final plat of the Subdivision. Within these easements no structure or other building shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change in direction of flow of drainage channels in the easement, but the same may be used for landscaping, parking, and other purposes that do not interfere with the use of said easement for public utility and drainage purposes. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which public authority or utility company is responsible.
2. **Setbacks.** No building shall be constructed on any Lot nearer than twenty-five (25) feet to the right-of-way of streets. In the case of corner Lots, both twenty-five (25) foot front setbacks will apply. There must be maintained a strip of ten (10) feet minimum of landscaped ground along and within the street property lines, exclusive of drives and walks. Minimum side yards shall be ten (10) feet and shall aggregate twenty (20) feet on each individually owned Lot. Rear yard setback is ten (10) feet. In the event more than one (1) Lot is owned by the same person or entity and the improvement of the Lot or tract a building shall be erected on more than one (1) Lot, then the side line restriction on the interior line shall be waived. If a part of a Lot is sold before any improvement is erected, then the line between the part sold and the part retained shall be the property line to which this setback restriction applies. The Huxley Code shall control where more restrictive than the above.
3. **Utility Service and Communications.** All service from utility company sources shall be brought in underground to the facility to be served, in a manner acceptable to the utility company providing service.
4. **Sidewalks.** Where the Huxley Code requires the construction of public sidewalks, the sidewalks shall be constructed within twelve (12) months following the sale of any Lot from HDC or at the time of occupancy of any improvement on a Lot, whichever occurs first.

ARTICLE V

SIGNS

1. **Approval.** Plans and specifications for the construction, installation, or alteration of all outdoor signs shall be first submitted to and have the written approval by HDC, its successors or assigns.
2. **Construction.** There shall be no advertising signs other than one (1) sign perpendicular with each public street announcing the name and/or insignia or products of the company or companies on the site. Necessary direction signs will be permitted.

ARTICLE VI

LANDSCAPING

1. **Approval.** Specifications of the landscaping plans for the site shall be first submitted to and have the written approval of HDC, its successors, and assigns.
2. **Maintenance.** Once the plantings have been made in accordance to the landscaping plans, it shall be the owner's responsibility to preserve and maintain all existing plantings, replacing trees and shrubbery, and reseeding or sodding all lawn areas as may be required from time to time.
3. **Drainage.** All open portions of any Lot shall have adequate grading and drainage, and shall be continuously maintained in a dust free condition by suitable landscaping with trees, shrubs or planted ground cover. Construction of buildings, parking areas, rail siding, and making provisions for continuation of said drainage.

ARTICLE VII

MISCELLANEOUS

1. **Term.** All of these restrictions shall be deemed to be covenants running with the land and shall endure and be binding upon all parties hereto, their successors and assigns, for a period of twenty-one (21) years from the date of the recording of these covenants, unless claims to continue any interest in the covenants are filed as provided by law.
2. **Enforcement.** In case of violation of any of the covenants, any person then owning a Lot in said Subdivision or the City of Huxley, Iowa, is authorized to resort to an action of law or equity for relief, either by injunction or in damages, against the person so violating said covenants.

3. Partial Invalidity. Invalidation of any of these covenants by judgment or court order shall in no way affect the validity of any of the other provisions, but they shall remain in full force and effect.
4. Beneficiaries. These restrictions and covenants are made for the benefit of any and all persons who may now own, or who may hereafter own, property in the Subdivision. Such persons are specifically given the right to enforce these restrictions and covenants by injunction or other lawful procedure, and to recover damages from any violation thereof.

Dated at Huxley, Iowa this 29 day of November, 2014.

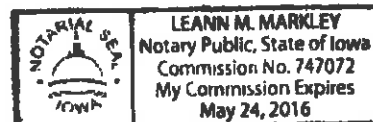
HUXLEY DEVELOPMENT CORPORATION, INC.

By: Todd Sommerfeld
Todd Sommerfeld, President

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this 29 day of November, 2014, by Todd Sommerfeld, as the President of Huxley Development Corporation, Inc.

Leann M. Markley
Notary Public in and for the State of Iowa



Prepared by John Haldeman, City Administrator, for the City Council meeting to be held on the
4th day of December, 2018.

RESOLUTION NO. 18-103

**RESOLUTION APPROVING SITE PLAN FOR LOT #5, LOT #6 AND LOT #7 DEVELOPMENT
IN THE HUXLEY BUSINESS PARK ON MAIN AVE.**

WHEREAS, Mr. Storage, LLC has submitted a site plan for Lots #5, #6 and #7 in the Huxley Business Park on South Main Ave.; and

WHEREAS, the Huxley Planning and Zoning Commission reviewed the site plan for this location at their November 26, 2018 meeting; and

WHEREAS, the Commission voted to recommend approval of the site plan with the addition of a Sidewalk Agreement and driveway width waiver to the Huxley City Council for their December 4, 2018 meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HUXLEY, IOWA, that the Huxley City Council has reviewed said site plan and the City's Engineer's approves of the Site Plan, Council moves for its approval.

Roll Call	Aye	Nay	Absent
Dave Jensen	_____	_____	_____
Dave Kuhn	_____	_____	_____
Greg Mulder	_____	_____	_____
Rick Peterson	_____	_____	_____
Tracey Roberts	_____	_____	_____

PASSED AND APPROVED this ____ day of December, 2018.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 18-103** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this ___ day of December, 2018.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

WHEN RECORDED RETURN TO:

Jolene Lettow, City Clerk
515 North Main Ave.
Huxley, IA 50124

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

AGREEMENT TO INSTALL SIDEWALK

This Agreement (the "Agreement"), is made on or as of the ____ day of December, 2018, by and between the City of Huxley, Iowa, a municipal corporation having its offices at City Hall, 515 North Main Avenue, Huxley, Iowa 50124 (hereinafter called "City"), and Mr. Storage, LLC, _____ Huxley, Iowa 50124 (hereinafter called "Mr. Storage").

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

Article I. Installation of Sidewalk

Section 1.01. Duty to Install Sidewalk. Mr. Storage agrees, subject to the terms of this Agreement, to install a sidewalk in compliance with the Municipal Code of the City of Huxley, Iowa along the following described real property:

Lots 5, 6 and 7, Huxley Development Corporation Plat 3, Huxley, Story County, Iowa
(the "Property")

Article II. Completion Date

Section 2.01. Completion Date. Mr. Storage shall install the sidewalk within sixty (60) days of receipt of a written request from the City Council to install the sidewalk.

Article III. Costs

Section 3.01. Costs. Mr. Storage shall install the sidewalk at its cost and with no cost of the City.

Article IV. Miscellaneous

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

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

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

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

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

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

City of Huxley, Iowa

ATTEST:

By: _____
Craig D. Henry, Mayor

By: _____
Jolene Lettow, City Clerk

STATE OF IOWA, STORY COUNTY, ss:

On this ____ day of _____, 2018, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Craig D. Henry and Jolene Lettow, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Huxley, Iowa; that the seal affixed to the foregoing instrument to which this is attached is the corporate seal of the City; that the instrument was signed and sealed on behalf of the City by authority of its City Council, as contained in Ordinance Resolution No. _____ passed by resolution of the City Council under Roll Call No. _____ of the City Council on the ____ day of _____, 2018; and that Craig D Henry and Jolene Lettow, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Mr. Storage, LLC

By: _____
Name: _____
Title: _____

STATE OF IOWA, STORY COUNTY, ss:

On this ____ day of _____, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared, to me known to be the person named in and who executed the foregoing instrument to which is attached; and acknowledged that executed the instrument as his/her voluntary act and deed.

Notary Public in and for the State of Iowa



Planning and Zoning Commission Minutes

Monday November 27, 2018

Huxley Council Chambers

5:30 P.M.

1.0) CALL TO ORDER AND ROLL CALL:

Chairman Roger Bierbaum called the P&Z Meeting to order at 5:30 PM. P&Z members present:

Roger Bierbaum	<input checked="" type="checkbox"/>	Larry Wilson	<input type="checkbox"/>
Cheryl Patterson	<input checked="" type="checkbox"/>	Joe Scott	<input checked="" type="checkbox"/>
Mike Schonhorst	<input checked="" type="checkbox"/>	Nate Easter	<input checked="" type="checkbox"/>
Gordon Mosher	<input type="checkbox"/>		

Staff present: John Haldeman-Zoning Administrator
Amy Kaplan-Zoning Clerk

Consultants present: Jim Nervig-City Attorney
Forrest Aldrich -City Engineer

Council Member present: Dave Jensen

Guests present: David John (Landscapes by Design), Steve Domino (Mr. Storage), Mark DeYoung (Mr. Storage), Bob Gibson (Civil Design Advantage)

COMMISSION AGENDA ITEMS:

2.0) MOTION TO APPROVE THE MINUTES FROM THE FOLLOWING MEETING:

- 2.1) **OCTOBER 8, 2018 REGULAR MEETING** - Motion by Patterson and seconded by Schonhorst to approve minutes. Roll was taken. 5 AYE. 0 NAY

3.0) PUBLIC HEARING: None

4.0) DISCUSSION AND RECOMMENDATION ITEMS:

- 4.1) **DISCUSSION AND RECOMMENDATION ON SITE PLAN FOR LANDSCAPE BY DESIGN:** David John from Landscapes by Design addressed the commission regarding the site plan. Each item on the letter from the City Engineer, Forrest Aldrich, was addressed with the below statements (refer to packet):

1. Sanitary sewer pipe will be changed on the plans from SDR 26 to SDR 23.5.
2. Water service line will be changed from PVC to copper.
3. Sewer service line will be changed to a 6-inch pipe instead of 4-inch pipe.
4. Assessment waiver regarding sidewalks will be granted with the intent of sidewalks installed later if the development develops any further. Sidewalk plans must be provided with mention of the waiver.
5. Curb box will be moved to the property line.
6. An elevation view of the building will be provided. John Haldeman will provide LBD with the appearance covenants. David John indicated the building will be 2-color steel siding and solid color steel roof.

7. The number of parking stalls required, and the number of parking stalls provided will be added to the plans as requested.
8. All parking areas will be paved. A waiver will be requested of the City Council regarding the gravel in the materials storage area.

Motion by Schonhorst and seconded by Scott to approve subject as stated above. 5 AYE.
0 NAY

4.2) DISCUSSION AND RECOMMENDATION ON SITE PLAN FOR MR. STORAGE/PACIFIC DRYWALL: Steve Domino with assistance from Mark DeYoung and Bob Gibson addressed the commission regarding Mr. Storage / Pacific Drywall. Each item on the letter from the City Engineer, Forrest Aldrich, was addressed with the below statements (refer to packet):

1. Assessment waiver regarding sidewalks will be granted with the intent of sidewalks installed later if the development develops any further. Sidewalk plans must be provided with mention of the waiver.
2. An acceptable lighting plan was provided to Forrest.
3. The curb box will be moved to 1-foot west of the sidewalk instead of next to the building.
4. An elevation view of the building will be provided. Steve indicated that he had a copy of the covenants and that the appearance met the covenants.
5. A waiver regarding the width of the driveway will be requested of council. There is a need for a 105-foot driveway which exceeds City Code.

Motion by Patterson and seconded by Easter to approve subject as stated above. 5 AYE.
0 NAY

4.3) DISCUSSION AND RECOMMENDATION ON AMENDED URBAN RENEWAL PLAN: The plan was reviewed by the Planning and Zoning Commission. Motion by Easter and Seconded by Patterson for a favorable recommendation to City Council. 5 AYE 0 NAY.

5.0) MISCELLANEOUS: None.

6.0) COMMENTS AND UPDATES:

- City is in need of individuals interested in serving on a board as there are a couple vacancies on the Zoning Board of Adjustment. Any suggestions would be greatly appreciated.
- Comp Plan—Iowa State students will present the draft Comp Plan to Council next week to obtain feedback.
- Kading is under construction. Foundations have been poured.
- A Planning and Zoning meeting is needed sometime in December regarding the plat on the east side of town (560th St). Stay tuned for a date and time.
- John indicated there has been some interest in the three remaining lots in the Huxley Development Park and the lot north of Fareway.
- Cheryl requested a set schedule for the Planning and Zoning Commission to meet instead of the need-based meetings. It was decided the Commission will meet the third Monday of each month at 7:00 PM.



VEENSTRA & KIMM, INC.

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

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

November 29, 2018

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

HUXLEY, IOWA
MR. STORAGE 2
INDUSTRIAL PARK LOTS 5 AND 6
SITE PLAN

We have reviewed the site plan for Mr. Storage 2 located in the Huxley Industrial Park and find it acceptable provided the following items are discussed and decided:

1. A waiver request has been submitted for the driveway width on the south side of the site that needs to be considered.
2. The developer has requested the sidewalks not be installed at this time. The developer is willing to sign an agreement to install the sidewalks at a future date as determined by the City and at the property owner's expense.

If you have any questions or comments, please contact us at 515-225-8000.

VEENSTRA & KIMM, INC.

Forrest S. Aldrich

FSA:dml
45229-033

cc: Jeff Peterson, City of Huxley (e-mail)
Chris Gardner, Mr. Properties (e-mail)
Steve Domino, Mr. Properties (e-mail)
Bob Gibson, Civil Design Advantage LLC (e-mail)



VEENSTRA & KIMM, INC.

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

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

November 21, 2018

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

HUXLEY, IOWA
MR. STORAGE 2
INDUSTRIAL PARK LOTS 5 AND 6
SITE PLAN

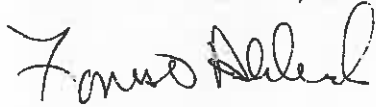
We have reviewed the site plan for Mr. Storage 2 located in the Huxley Industrial Park and find it acceptable provided the following items are completed and decided:

1. Sidewalk ramp and landing are installed on the north side of the north driveway.
2. The lighting plan shows the east half of the parking lot will be dark. Additional lighting needs to be provided for the parking lot.
3. The curb stop for the water service needs to be installed 1-foot west of the sidewalk and not up next to the building.
4. Elevation views of the buildings need to be provided showing building dimensions, heights and materials.
5. A variance request has been submitted for the driveway width on the south side of the site that needs to be considered.

John Haldeman
November 21, 2018
Page 2

If you have any questions or comments, please contact us at 515-225-8000.

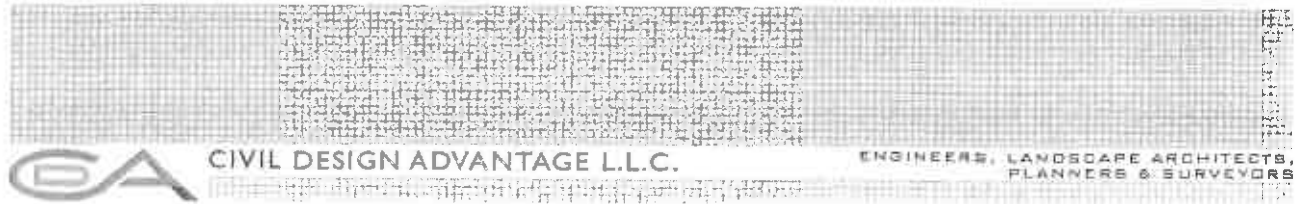
VEENSTRA & KIMM, INC.

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

Forrest S. Aldrich

FSA:dml
45229-033

cc: Jeff Peterson, City of Huxley (e-mail)
Chris Gardner, Mr. Properties (e-mail)
Steve Domino, Mr. Properties (e-mail)
Bob Gibson, Civil Design Advantage LLC (e-mail)



The City Of Huxley
515 N. Main Avenue
Huxley, IA 50124

November 6, 2018

RE: Mr. Storage 2 Site Plan

Honorable Mayor and Council Members:

On behalf of Mr. Properties, we request a waiver to the maximum driveway width of 44 feet. The site plan shows a driveway of approximately 105 feet on Snyder Drive. This is necessary to facilitate the building on the lot. Staff has seen this layout/concept prior to the first submittal of the Site Plan.

Thank you for your consideration.

Sincerely,

Bob Gibson
Civil Design Advantage

SITE PLAN FOR:

MR. STORAGE 2

HUXLEY, IOWA

INDEX OF SHEETS

NO.	DESCRIPTION
1	COVER SHEET
2	EXISTING TOPOGRAPHY & DEMOLITION PLAN
3	DIMENSION PLAN
4	UTILITY PLAN
5-6	GRADING PLAN
7	DETAILS
8	LANDSCAPING PLAN

LEGAL DESCRIPTION
LOTS 5, 6, AND 7, HUXLEY DEVELOPMENT CORPORATION
PLAT 3, HUXLEY, IOWA

ZONING

M-1

EXISTING/PROPOSED USE

EXISTING: VACANT
PROPOSED: STORAGE/OFFICE

DEVELOPMENT SUMMARY

SITE AREA = 1.35 ACRES (58,188 SF)
ZONING: M-1
SETBACKS:
FRONT: 25'
SIDE: 10'
REAR: 10'
BUILDING (1 STORY) = 11,500 SF
OFFICE AREA = 10,000 SF
WAREHOUSE AREA = 10,000 SF
PARKING REQUIRED
OFFICE 1/2000 = 4 SPACES
WAREHOUSE 1/2000 = 8 SPACES
TOTAL PARKING REQUIRED = 13 SPACES
MOBILE HOME SPACES REQUIRED = 1 SPACE
TOTAL SITE AREA = 58,188 SF
BUILDINGS
PAVEMENT = 25,700 SF
TOTAL IMPERVIOUS = 52,680 SF
OPEN SPACE PROVIDED = 22,508 SF (38%)

DATE OF SURVEY

SEPTEMBER 28, 2018

BENCHMARKS

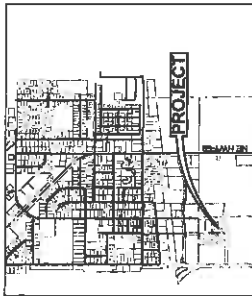
UNADJUSTED BENCHMARK AND UTILITY IN
CAMBRIDGE, IOWA, NORTH OF BANK SET IN WALL
AT THE SE CORNER OF OLD BRICK BUILDING, 1.4'
ELEVATION=1025.5

CONTACTS FOR INSPECTIONS & UTILITIES

WATER & SEWER - IOWA UTILITIES CITY OF HUXLEY, 515-282-4472
GAS & ELECTRIC - JACOB CLARK, ALLIANT ENERGY, 515-282-4472
PHONE & CABLE - BRIANT STRUMPER, HUXLEY COMMUNICATIONS, 319-203-6713

VICINITY MAP

NOT TO SCALE



OWNER/APPLICANT

MR. STORAGE 2, LLC
P.O. BOX 242
HUXLEY, IA 50124
CHRIS GARDNER
(515) 407-5815
BLLANDCONSTRUCTION@GMAIL.COM

ENGINEER/SURVEYOR

DAVID J. HANSEN, P.E., L.S.
CONSULTING ENGINEER
2405 SE CROSSROADS DRIVE, SUITE G
HUXLEY, IA 50124
PH: (515) 389-4400
FX: (515) 389-4410

SUBMITTAL DATES

-SITE PLAN SUBMITTAL TO CITY #1: 10/25/18
-SITE PLAN SUBMITTAL TO CITY #2: 11/28/18
-SITE PLAN SUBMITTAL TO CITY #3:

GENERAL LEGEND

PROPOSED	EXISTING
PROPERTY BOUNDARY	SANITARY MANHOLE
SECTION LINE	WATER MAIN 24" BOX
CENTER LINE	WATER MAIN 18" BOX
RIGHT OF WAY	WATER CURB STOP
BUILDING SETBACK	WELL
PERMANENT EASEMENT	STORM SEWER MANHOLE
TEMPORARY EASEMENT	STORM SEWER SINGLE INTAKE
TYPE SM-201 STORM INTAKE	STORM SEWER DOUBLE INTAKE
TYPE SM-202 STORM INTAKE	PLACED END SECTION
TYPE SM-203 STORM INTAKE	DECIDUOUS TREE
TYPE SM-204 STORM INTAKE	CONIFEROUS TREE
TYPE SM-205 STORM INTAKE	CONIFEROUS JARUB
TYPE SM-206 STORM INTAKE	ELECTRIC POWER POLE
TYPE SM-207 STORM INTAKE	DAY ARCH
TYPE SM-208 STORM INTAKE	STREET LIGHT
TYPE SM-209 STORM INTAKE	POLY POLE W/ TRANSFORMER
TYPE SM-210 STORM INTAKE	UTILITY POLE W/ LIGHT
TYPE SM-211 STORM INTAKE	ELECTRIC TRANSFORMER
TYPE SM-212 STORM INTAKE	ELECTRIC MANHOLE 18" W/ VALVE
TYPE SM-213 STORM INTAKE	TRAFFIC SIGN
TYPE SM-214 STORM INTAKE	TELEPHONE JUNCTION BOX
TYPE SM-215 STORM INTAKE	TELEPHONE MANHOLE 18" W/ VALVE
TYPE SM-216 STORM INTAKE	TELEPHONE POLE
TYPE SM-217 STORM INTAKE	6" W/ VALVE BOX
TYPE SM-218 STORM INTAKE	CABLE TV JUNCTION BOX
TYPE SM-219 STORM INTAKE	CABLE TV MANHOLE 18" W/ VALVE
TYPE SM-220 STORM INTAKE	MAIL BOX
TYPE SM-221 STORM INTAKE	BENCHMARK
TYPE SM-222 STORM INTAKE	UNDERGROUND 1" CABLE
TYPE SM-223 STORM INTAKE	UNDERGROUND 2" CABLE
TYPE SM-224 STORM INTAKE	UNDERGROUND 3" CABLE
TYPE SM-225 STORM INTAKE	UNDERGROUND 4" CABLE
TYPE SM-226 STORM INTAKE	UNDERGROUND 6" CABLE
TYPE SM-227 STORM INTAKE	UNDERGROUND 8" CABLE
TYPE SM-228 STORM INTAKE	UNDERGROUND 10" CABLE
TYPE SM-229 STORM INTAKE	UNDERGROUND 12" CABLE
TYPE SM-230 STORM INTAKE	UNDERGROUND 14" CABLE
TYPE SM-231 STORM INTAKE	UNDERGROUND 16" CABLE
TYPE SM-232 STORM INTAKE	UNDERGROUND 18" CABLE
TYPE SM-233 STORM INTAKE	UNDERGROUND 20" CABLE
TYPE SM-234 STORM INTAKE	UNDERGROUND 22" CABLE
TYPE SM-235 STORM INTAKE	UNDERGROUND 24" CABLE
TYPE SM-236 STORM INTAKE	UNDERGROUND 26" CABLE
TYPE SM-237 STORM INTAKE	UNDERGROUND 28" CABLE
TYPE SM-238 STORM INTAKE	UNDERGROUND 30" CABLE
TYPE SM-239 STORM INTAKE	UNDERGROUND 32" CABLE
TYPE SM-240 STORM INTAKE	UNDERGROUND 34" CABLE
TYPE SM-241 STORM INTAKE	UNDERGROUND 36" CABLE
TYPE SM-242 STORM INTAKE	UNDERGROUND 38" CABLE
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TYPE SM-245 STORM INTAKE	UNDERGROUND 44" CABLE
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TYPE SM-247 STORM INTAKE	UNDERGROUND 48" CABLE
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TYPE SM-253 STORM INTAKE	UNDERGROUND 60" CABLE
TYPE SM-254 STORM INTAKE	UNDERGROUND 62" CABLE
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TYPE SM-256 STORM INTAKE	UNDERGROUND 66" CABLE
TYPE SM-257 STORM INTAKE	UNDERGROUND 68" CABLE
TYPE SM-258 STORM INTAKE	UNDERGROUND 70" CABLE
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TYPE SM-260 STORM INTAKE	UNDERGROUND 74" CABLE
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TYPE SM-489 STORM INTAKE	UNDERGROUND 532" CABLE
TYPE SM-490 STORM INTAKE	UNDERGROUND 534" CABLE
TYPE SM-491 STORM INTAKE	UNDERGROUND 536" CABLE
TYPE SM-492 STORM INTAKE	UNDERGROUND 538" CABLE
TYPE SM-493 STORM	

MR. STORAGE 2
EXISTING TOPOGRAPHY & DEMOLITION PLAN

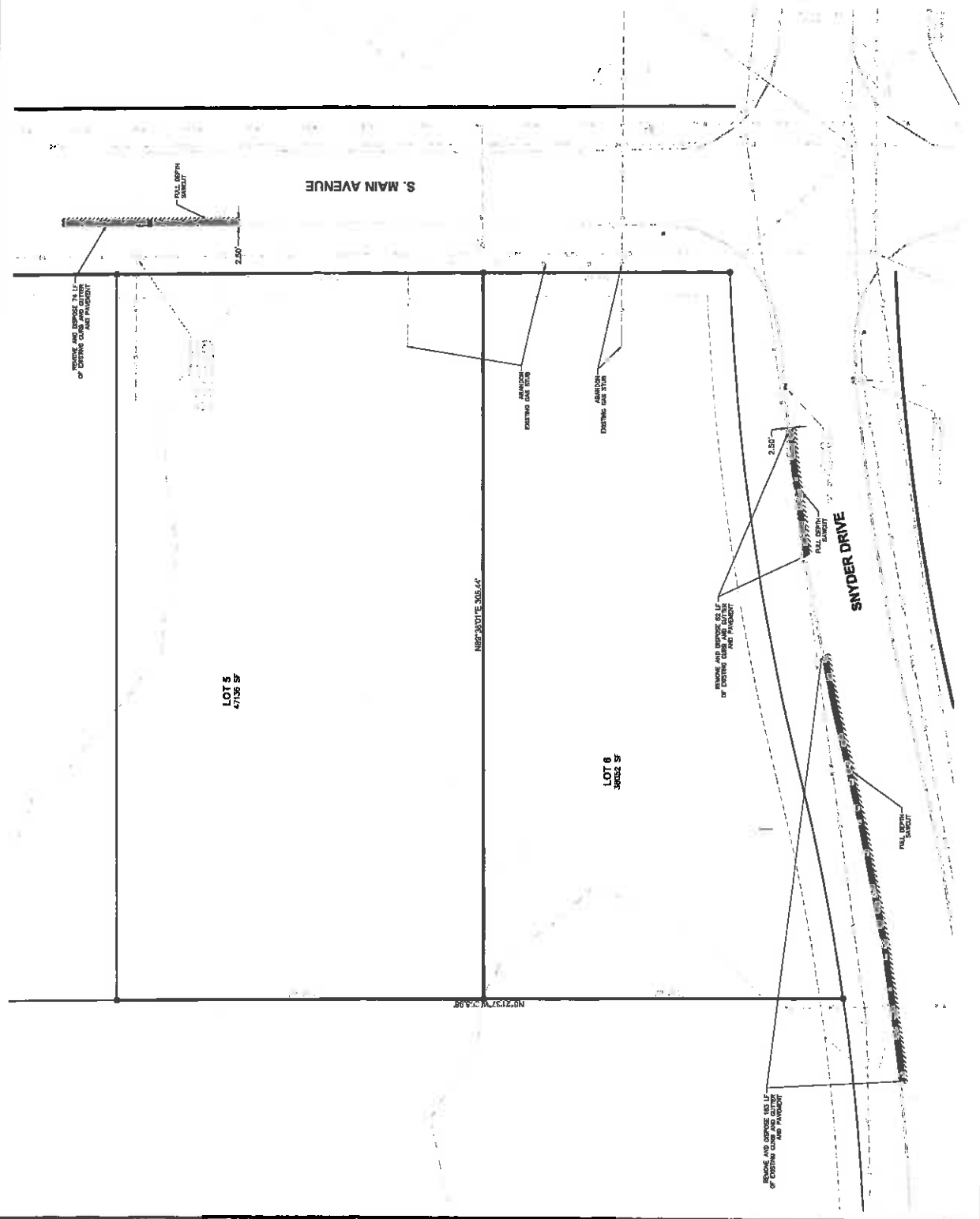


CIVIL DESIGN ADVANTAGE
HUXLEY, IOWA
ENGINEER: JLN
TECH: DSH
PHONE: (515) 369-4400 FAX: (515) 369-4410
3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111

DATE	11/11/10
BY	JLN
CHECKED	DSH
DATE	11/11/10
BY	JLN
CHECKED	DSH
DATE	11/11/10
BY	JLN
CHECKED	DSH

DEMOLITION NOTES

1. PRIOR TO ANY WORK AT THE SITE, THE CONTRACTOR SHALL EXAMINE THE EXISTING TOPOGRAPHY AND DEMOLITION PLAN AND DEMOLITION NOTES AND CONSULT WITH THE ENGINEER, ARCHITECT, AND UTILITY ENGINEER AND OBTAIN ANY NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS AND APPROVALS.
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MR. STORAGE 2
DIMENSION PLAN

HUXLEY, JOWA



同德社社址在佛山福祿街同德社社址在佛山福祿街同德社社址在佛山福祿街

1. 10015 40774 4100 1 120

3405 S. E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400 FAX: (515) 369-4410
ENGINEER: J. J. N
TECH: D. S. H

3RD SUBMITTAL
2ND SUBMITTAL
1ST SUBMITTAL

[illegible]

GENERAL NOTES

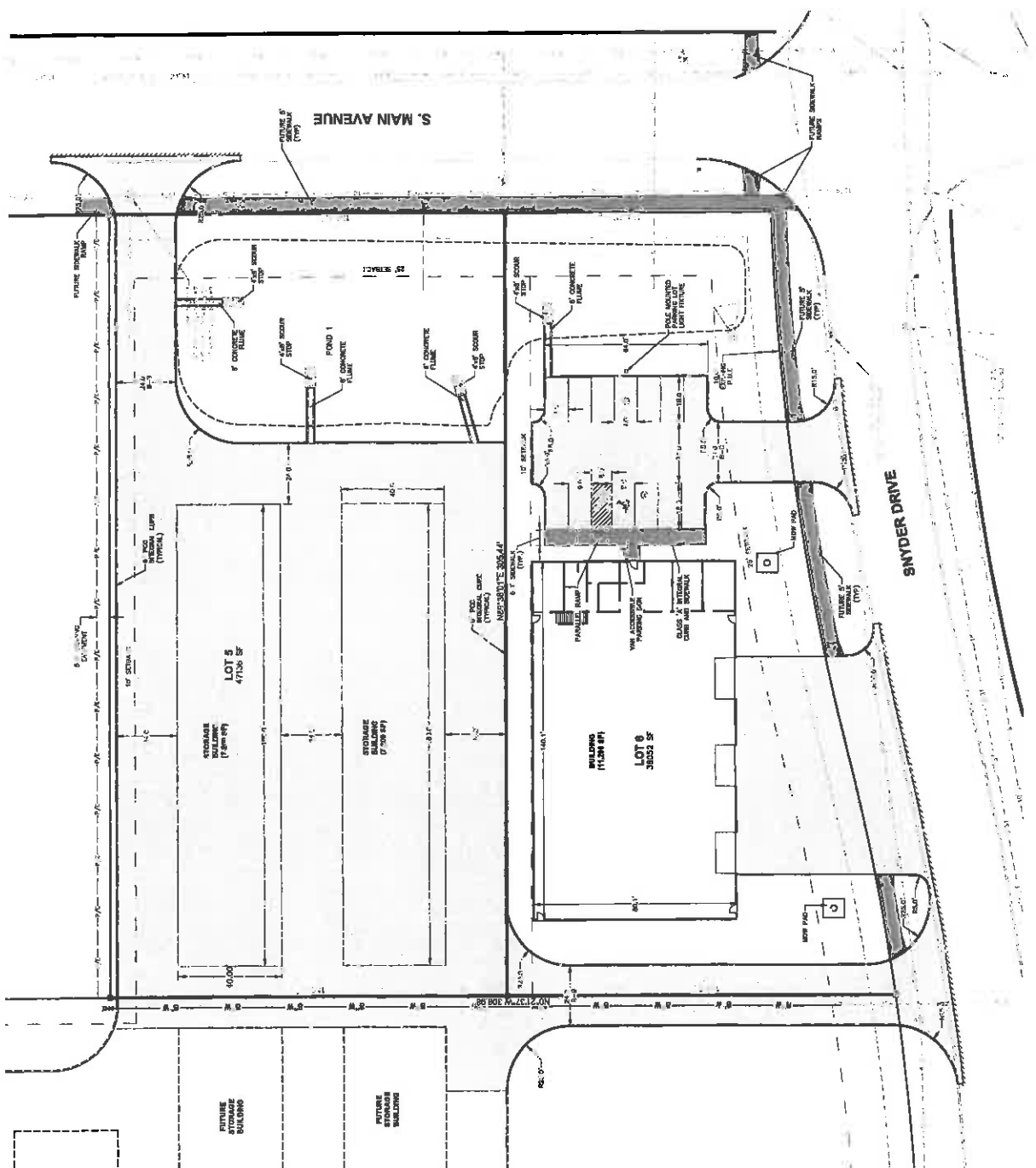
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TRAFFIC CONTROL NOTES

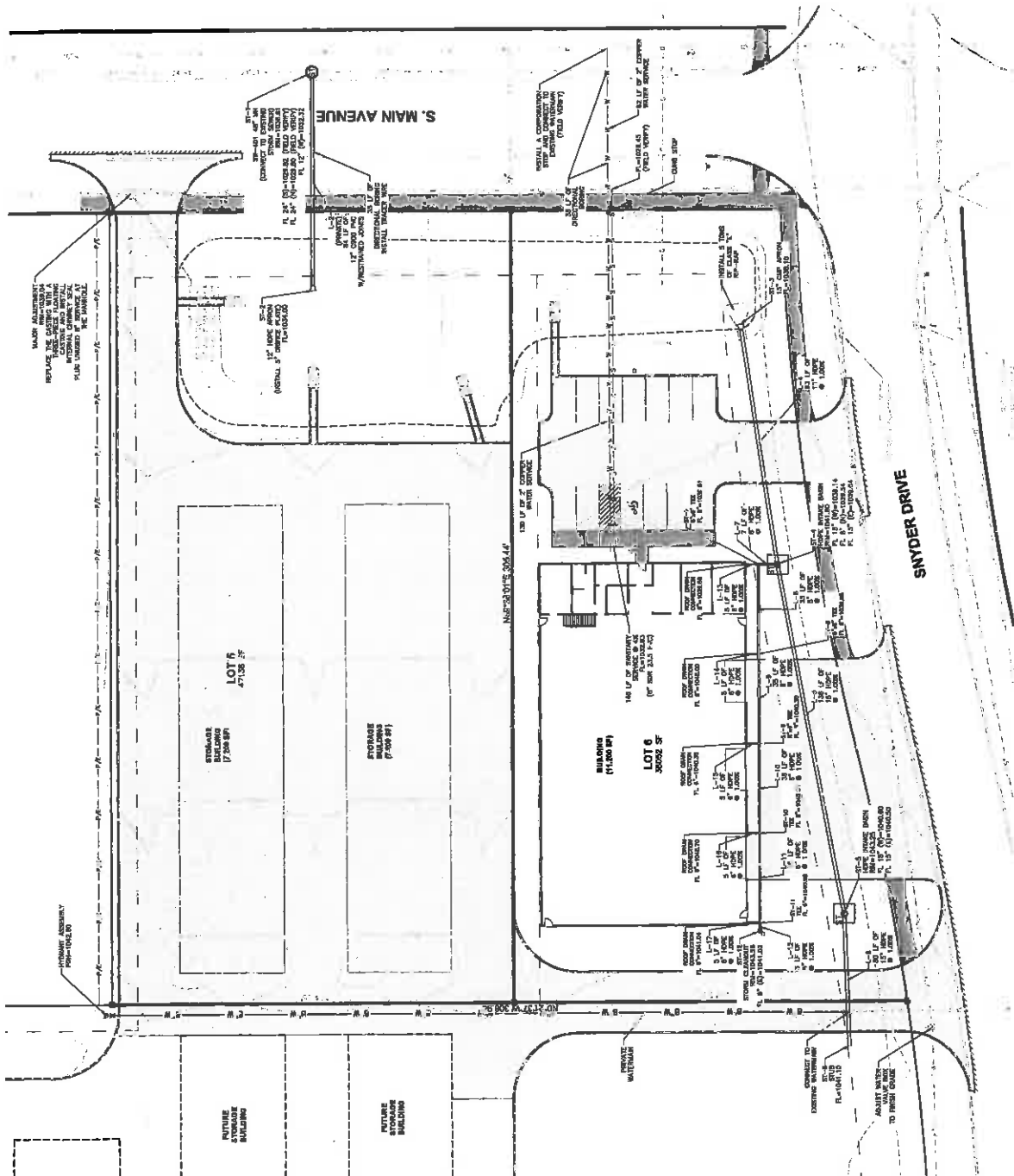
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PAVEMENT THICKNESS

SYNTHESIS		4° P.C.C.
ELABORAZIONE		6° P.C.C.



- [illegible]

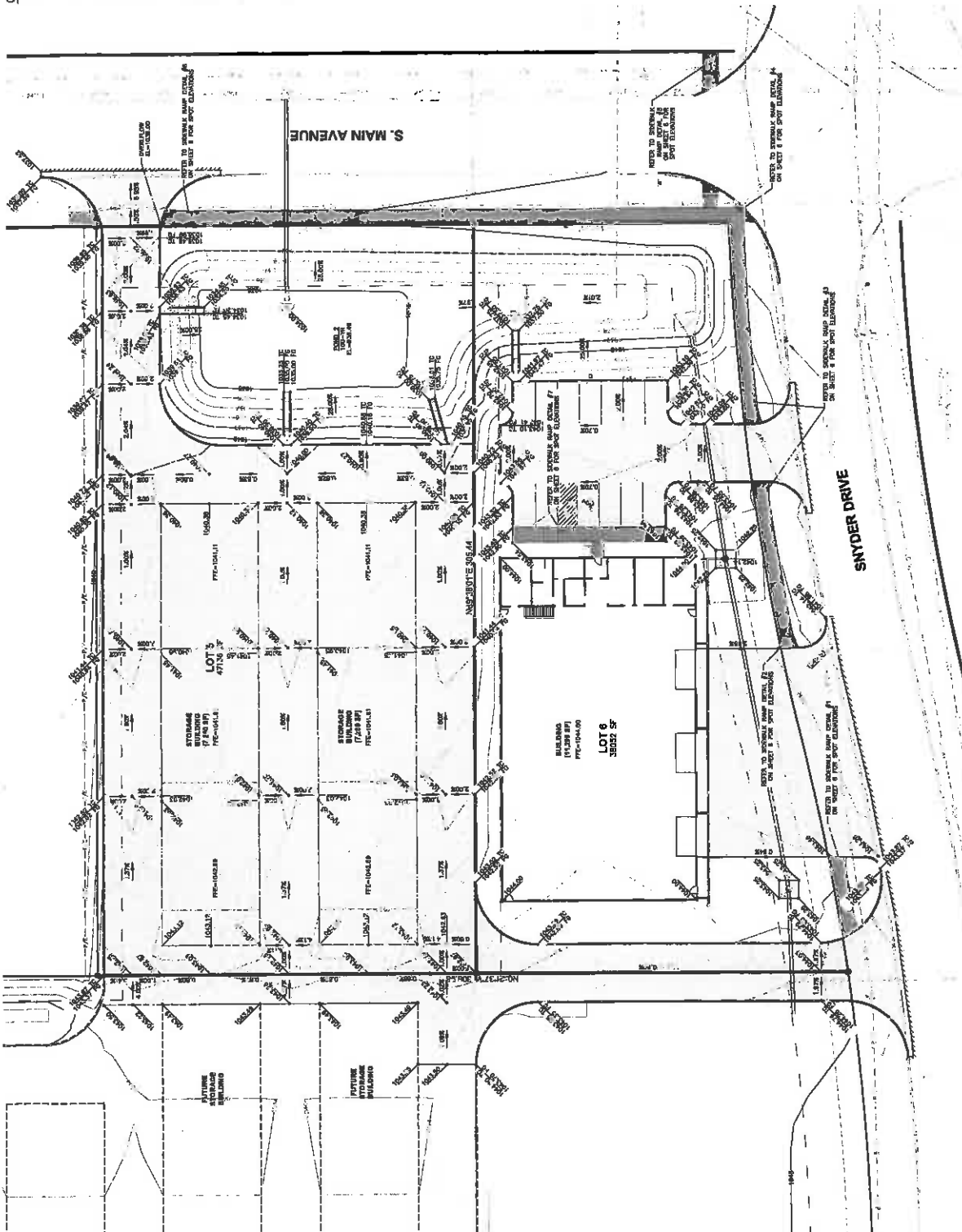


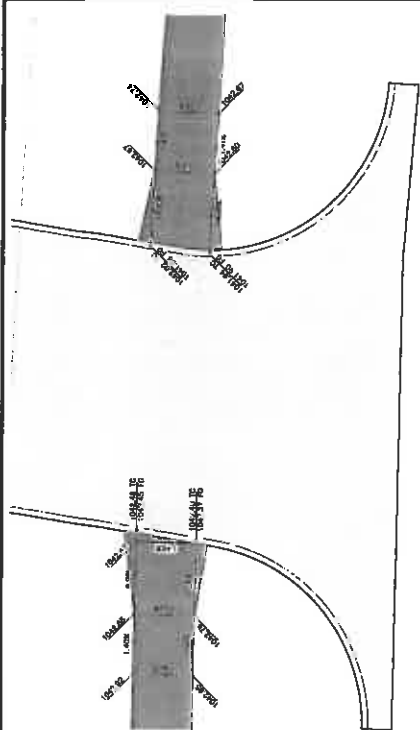
HUTLEY, IOWA

3405 S.E. CROSSROADS DRIVE, SUITE G GRIMES, IOWA 50111 PHONE: (515) 369-4400 FAX: (515) 369-4410	ENGINEER, JUN TECH, DSH
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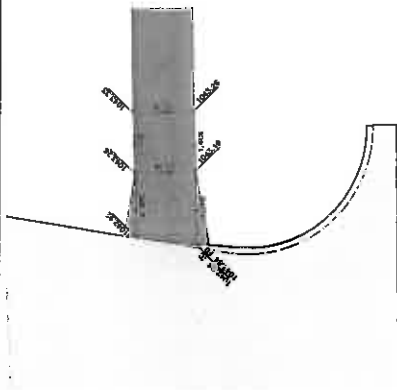
1ST SUBMITTAL	8/17/2011
2ND SUBMITTAL	8/18/11
3RD SUBMITTAL	11/20/11

1. PRIOR TO ANY GRADING, A COPY OF THE "WOOD PRESERVATION ACT" SHALL BE OBTAINED FROM THE DISTRICT ENGINEER, PORTLAND, OREGON.
2. CONTINUATION SHALL BE IN ACCORDANCE WITH THE DISTRICT ENGINEER, PORTLAND, OREGON.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS FROM THE DISTRICT ENGINEER, PORTLAND, OREGON.
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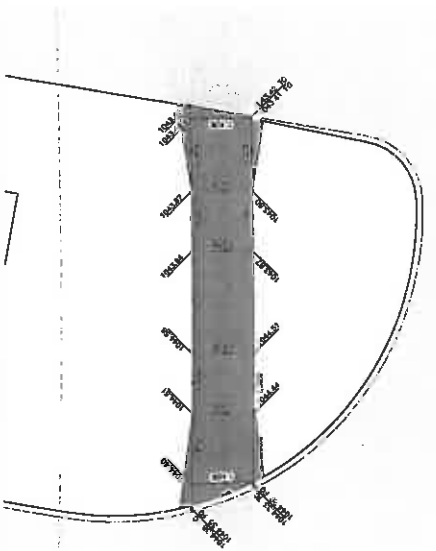




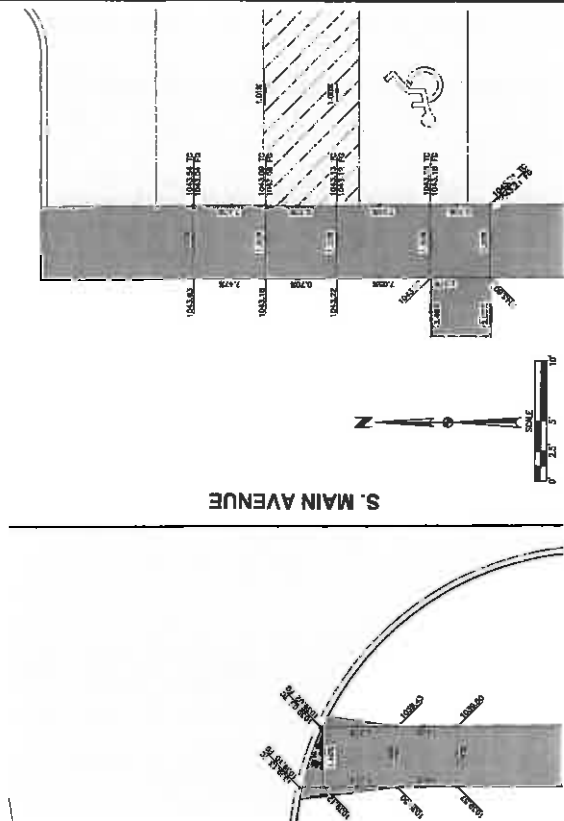
3 **SOUTHEAST DRIVEWAY/SIDEWALK RAMP DETAIL**
NOT TO SCALE



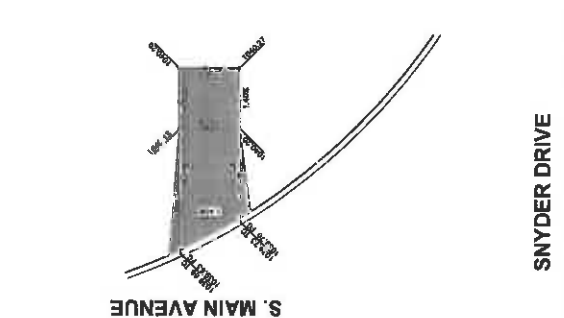
2 SOUTH DRIVEWAY/SIDEWALK RAMP DETAIL
NOT TO SCALE



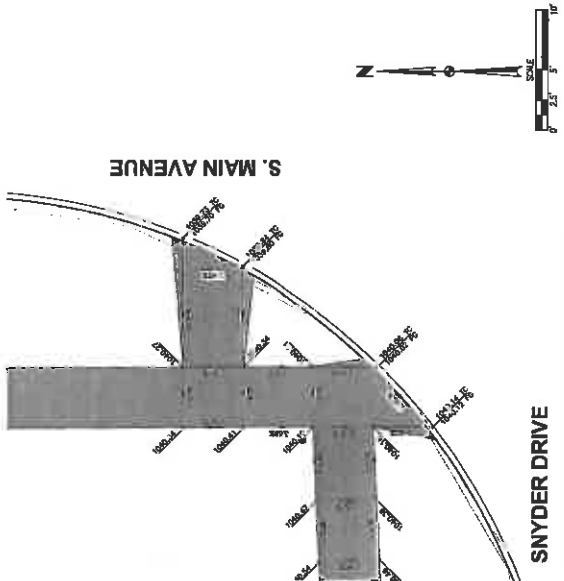
1 SOUTHWEST DRIVEWAY/SIDEWALK RAMP DETAIL
NOT TO SCALE



6 **NORTHEAST DRIVEWAY/SIDEWALK RAMP DETAIL**



5 EAST OF S. MAIN AVE/SIDEWALK RAMP DETAIL
NOT TO SCALE

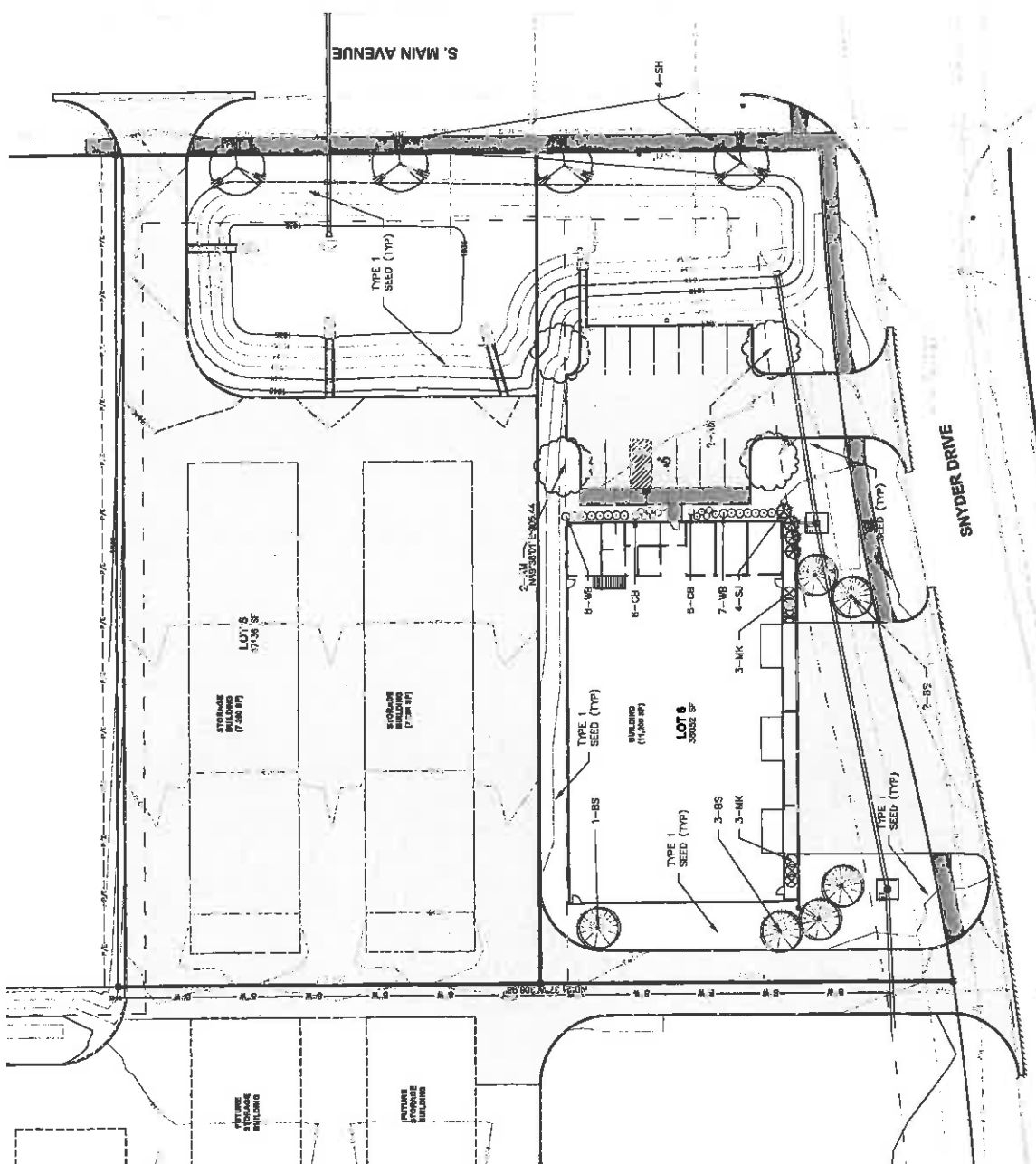


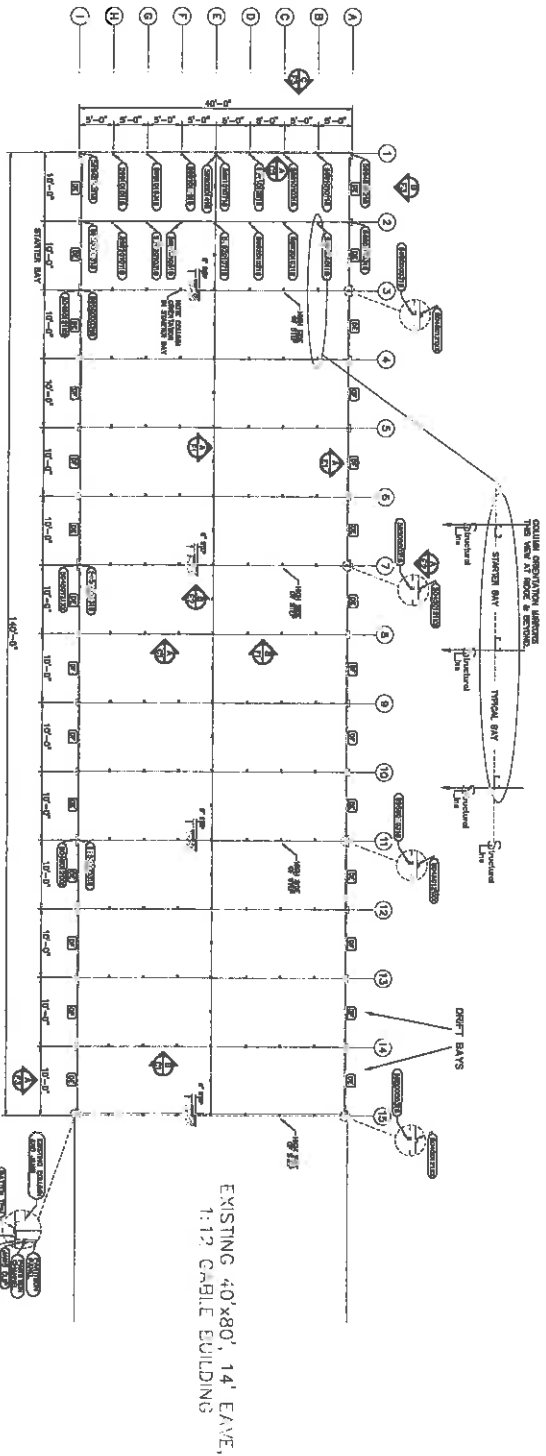
4 WEST OF S. MAIN AVE./SIDEWALK RAMP DETAIL
NOT TO SCALE

LANDSCAPE NOTES

- [illegible]

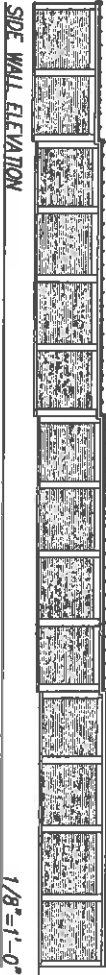
PLANT SCHEDULE

[illegible]



QTY	CODE	TYPE	SIZE	DOOR SCHEDULE	DESCRIPTION	COLOR
16	06	ROLL-UP	8'-0" x 8'-0"	ROLL-UP DOOR	ROLL-UP DOOR	COLORADO
12	07	ROLL-UP	8'-0" x 8'-0"	ROLL-UP DOOR	ROLL-UP DOOR	COLORADO

ROLL-UP DOORS MEET ASTM E330



EXISTING 40'x80', 14' EAVE,
1:12 GABLE BUILDING



1/8" = 1'-0"

SIDE WALL ELEVATION

END WALL ELEVATION

EXISTING 40'x80', 14' EAVE,
1:12 GABLE BUILDING

EXISTING 40'x80', 14' EAVE,
1:12 GABLE BUILDING

EXISTING 40'x80', 14' EAVE,
1:12 GABLE BUILDING



TRACKTE BUILDING SYSTEMS, Inc.
This drawing and all parts thereof
are the exclusive property of
Trackte Building Systems, Inc.
One Village Road, San Francisco, California
(415) 435-5400 (Fax) (415) 435-7800
and may not be reproduced in whole
or part without written permission.

PROPOSED MINI STORAGE BUILDING
BELLA HOMES LLC
CHRYL GARDNER
MURRAY, IA
JULY 9, 2014
JPG
3'-0" = 1'-0"
2-42810
A1

FLOOR PLAN & ELEVATIONS - A





VEENSTRA & KIMM, INC.

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

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

November 29, 2018

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

HUXLEY, IOWA
MR. STORAGE 2
INDUSTRIAL PARK LOTS 5 AND 6
SITE PLAN

We have reviewed the site plan for Mr. Storage 2 located in the Huxley Industrial Park and find it acceptable provided the following items are discussed and decided:

1. A waiver request has been submitted for the driveway width on the south side of the site that needs to be considered.
2. The developer has requested the sidewalks not be installed at this time. The developer is willing to sign an agreement to install the sidewalks at a future date as determined by the City and at the property owner's expense.

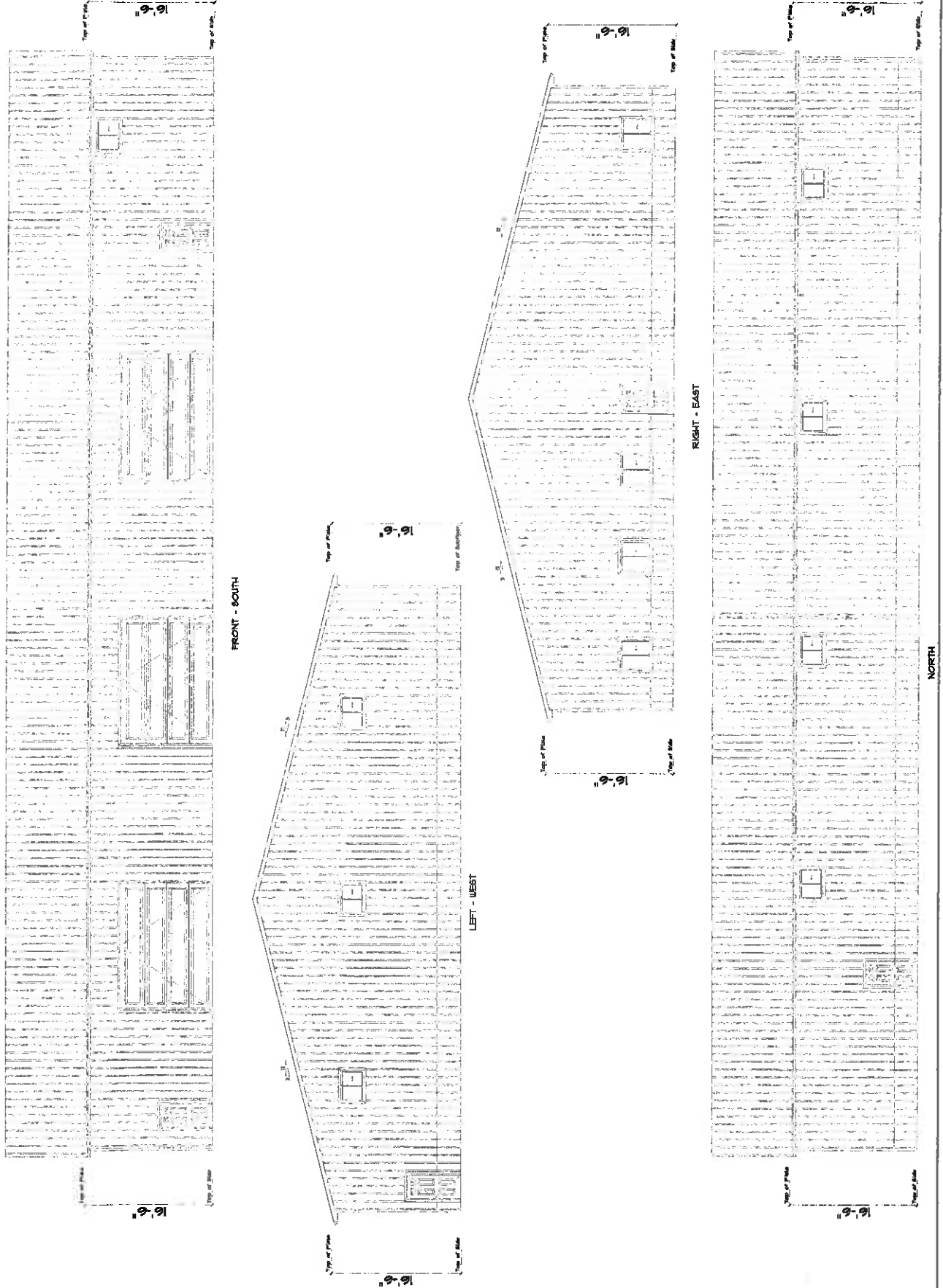
If you have any questions or comments, please contact us at 515-225-8000.

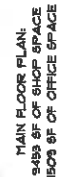
VEENSTRA & KIMM, INC.

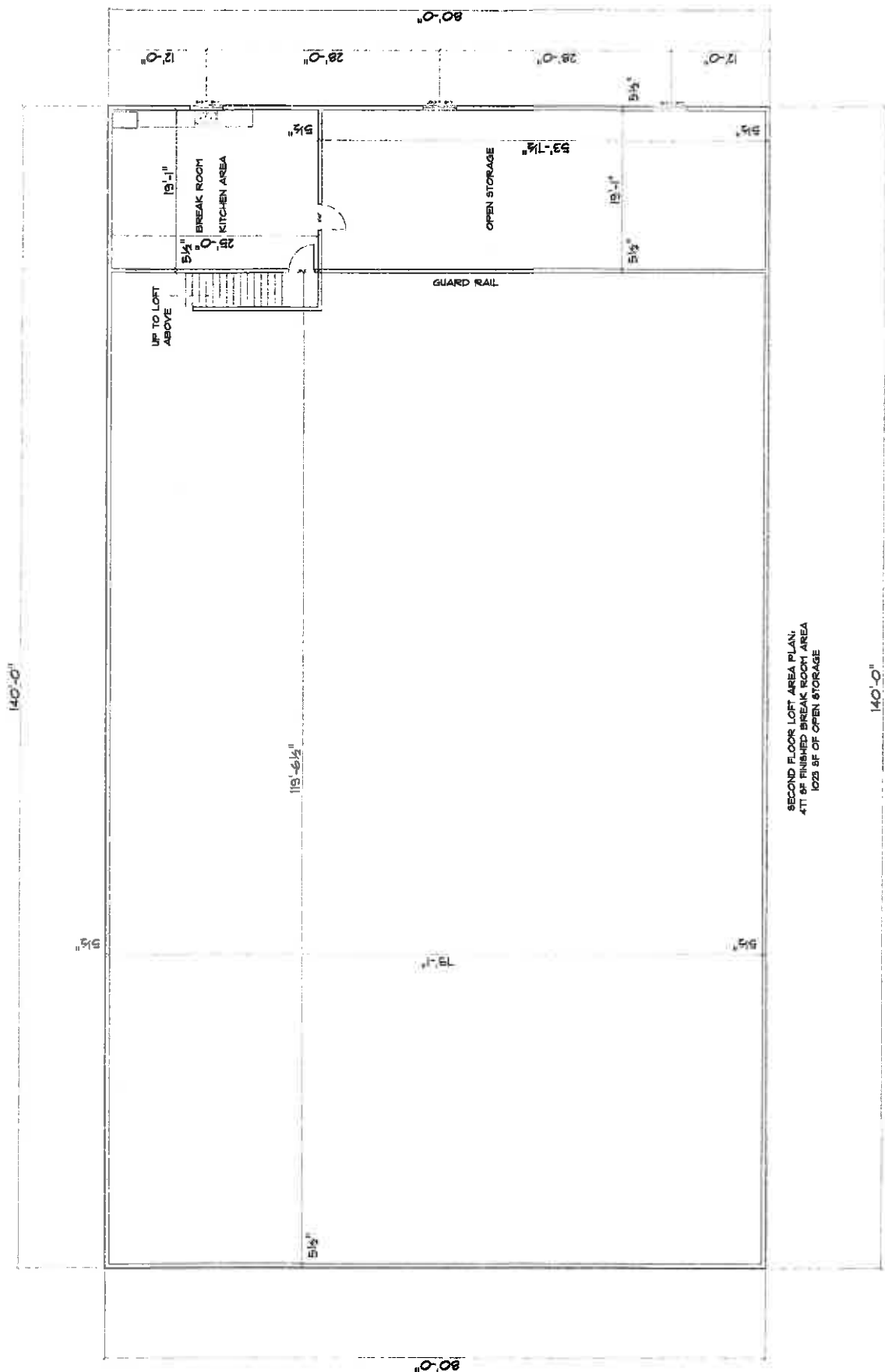
Forrest S. Aldrich

FSA:dml
45229-033

cc: Jeff Peterson, City of Huxley (e-mail)
Chris Gardner, Mr. Properties (e-mail)
Steve Domino, Mr. Properties (e-mail)
Bob Gibson, Civil Design Advantage LLC (e-mail)







Prepared by John Haldeman, City Administrator, for the City Council meeting to be held on the
4th day of December, 2018.

RESOLUTION NO. 18-104

**RESOLUTION APPROVING SITE PLAN FOR LOT #11 DEVELOPMENT
IN THE HUXLEY BUSINESS PARK ON MAIN AVE.**

WHEREAS, Landscape by Design, Inc. has submitted a site plan for Lot #11 in the Huxley Business Park on South Main Ave.; and

WHEREAS, the Huxley Planning and Zoning Commission reviewed the site plan for this location at their November 26, 2018 meeting; and

WHEREAS, the Commission voted to recommend approval of the site plan with the addition of a Sidewalk Agreement to the Huxley City Council for their December 4, 2018 meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HUXLEY, IOWA, that the Huxley City Council has reviewed said site plan and the City's Engineer's approves of the Site Plan, Council moves for its approval.

Roll Call	Aye	Nay	Absent
Dave Jensen	_____	_____	_____
Dave Kuhn	_____	_____	_____
Greg Mulder	_____	_____	_____
Rick Peterson	_____	_____	_____
Tracey Roberts	_____	_____	_____

PASSED AND APPROVED this ____ day of December, 2018.

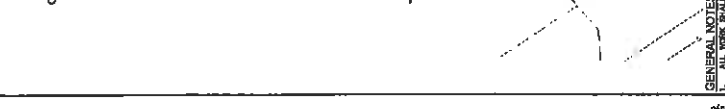
APPROVAL BY MAYOR

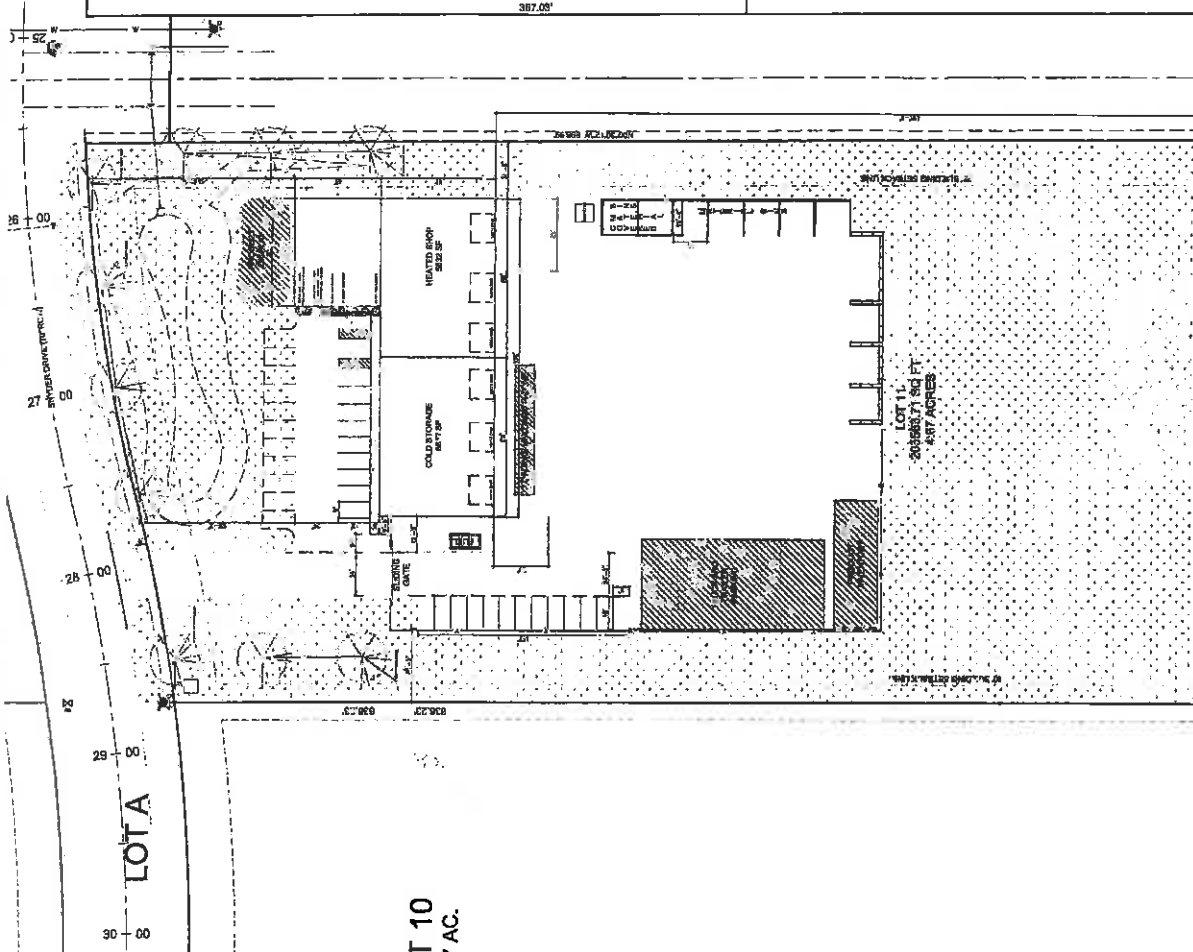
I hereby approve the foregoing **Resolution No. 18-104** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this ___ day of December, 2018.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

[illegible]



405

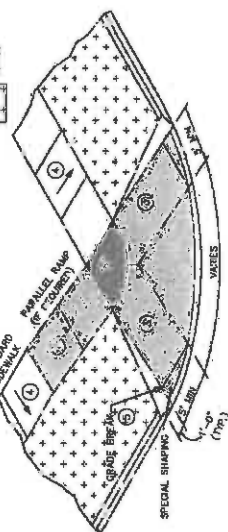
1 PARALLEL CURB RAMP: IF NORMAL SIDEWALK ELEVATION CANNOT BE ACHIEVED WITH THE SIDEWALK, A PARALLEL RAMP SHALL BE PROVIDED. THE RAMP SHALL BE CONSTRUCTED TO PROVIDE A PARALLEL RAMP TO MAKE UP THE ELEVATION DIFFERENCE BETWEEN THE LAWN AND THE SIDEWALK SIDEWALK.

2 THE LENGTH OF THE PARALLEL RAMP IS NOT REQUIRED TO EXCEED 15 FEET, REGARDLESS OF THE SIDEWALK SLOPE. DO NOT EXCEED 2% SLOPE FOR PARALLEL RAMP SHORTER THAN 15 FEET.

3 TRANSVERSE PARALLEL RAMP: IF THE SIDEWALK SLOPE IS PERPENDICULAR TO THE SIDEWALK, A TRANSVERSE PARALLEL RAMP SHALL BE PROVIDED. THE RAMP SHALL BE CONSTRUCTED TO PROVIDE A PARALLEL RAMP TO MAKE UP THE ELEVATION DIFFERENCE BETWEEN THE LAWN AND THE SIDEWALK SIDEWALK.

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5 MATCH SIDEWALK STREET CLOSING CROSS SLOPE OR FLATTER.



ADA SIDEWALK AND RAMP DETAIL

NOT TO SCALE

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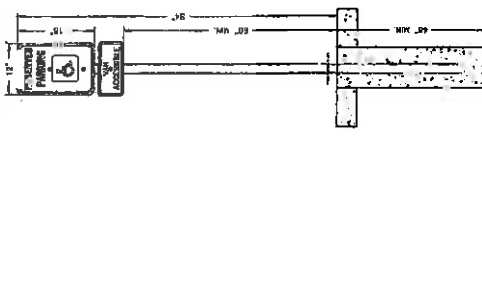
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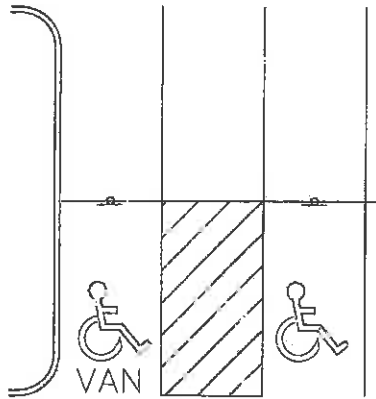
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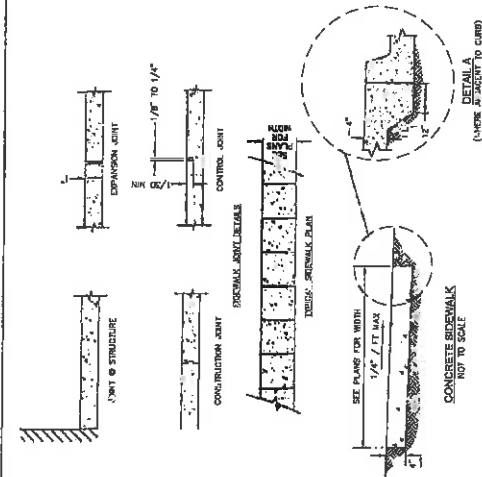
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NOT TO SCALE



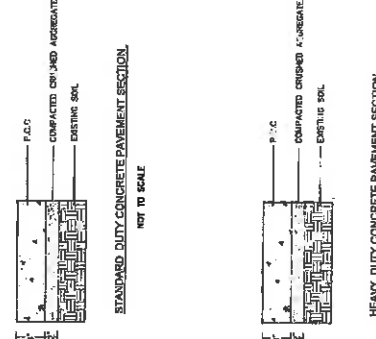
ADA PARKING STALL DETAIL

NOT TO SCALE



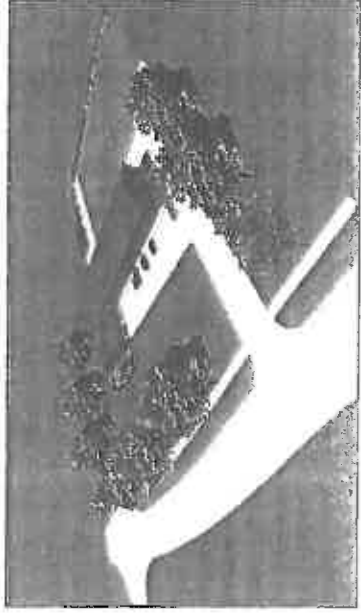
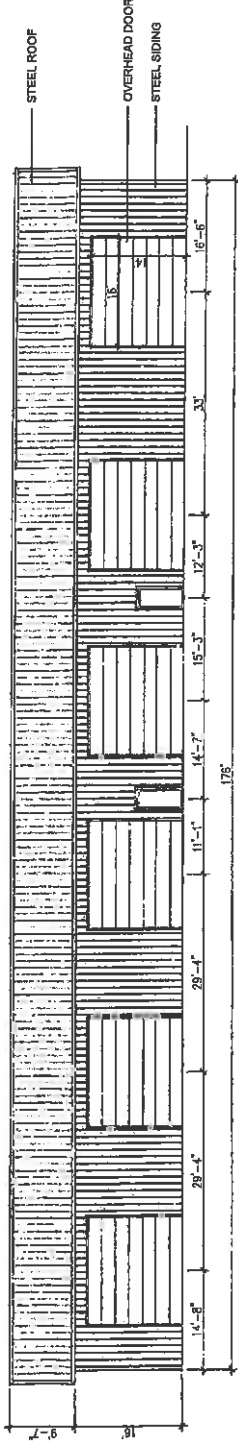
CONCRETE SIDEWALK DETAILS

NOT TO SCALE

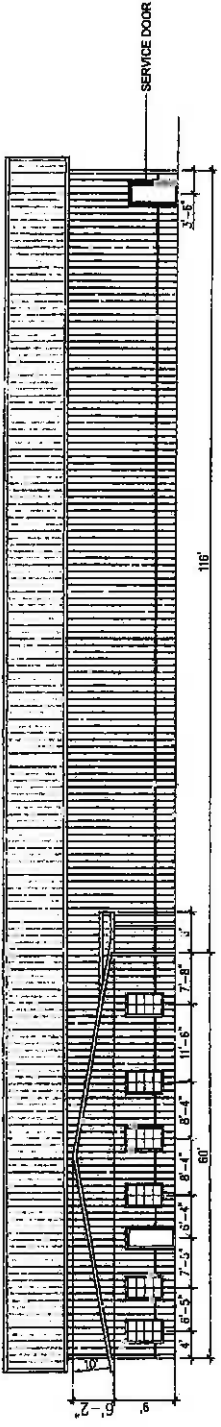


CONCRETE DRIVE/PARKING DETAILS

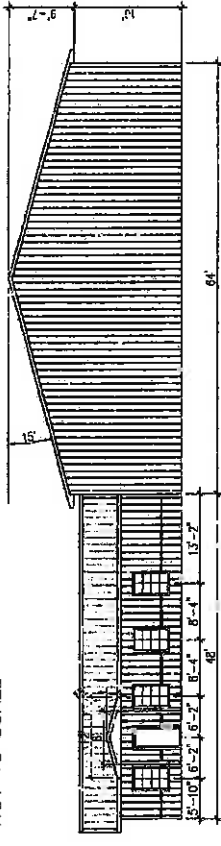
NOT TO SCALE

PRELIMINARY
NOT FOR CONSTRUCTION

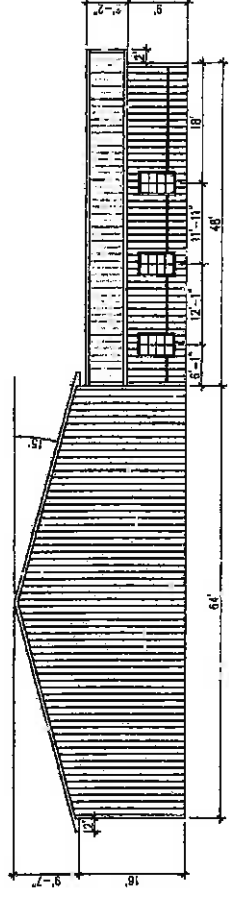
SOUTH ELEVATION
NOT TO SCALE



NORTH ELEVATION
NOT TO SCALE



WEST ELEVATION
NOT TO SCALE



EAST ELEVATION
NOT TO SCALE



Planning and Zoning Commission Minutes

Monday November 27, 2018

Huxley Council Chambers

5:30 P.M.

1.0) CALL TO ORDER AND ROLL CALL:

Chairman Roger Bierbaum called the P&Z Meeting to order at 5:30 PM. P&Z members present:

Roger Bierbaum	<input checked="" type="checkbox"/>	Larry Wilson	<input type="checkbox"/>
Cheryl Patterson	<input checked="" type="checkbox"/>	Joe Scott	<input checked="" type="checkbox"/>
Mike Schonhorst	<input checked="" type="checkbox"/>	Nate Easter	<input checked="" type="checkbox"/>
Gordon Mosher	<input type="checkbox"/>		

Staff present: John Haldeman-Zoning Administrator
Amy Kaplan-Zoning Clerk

Consultants present: Jim Nervig-City Attorney
Forrest Aldrich -City Engineer

Council Member present: Dave Jensen

Guests present: David John (Landscapes by Design), Steve Domino (Mr. Storage), Mark DeYoung (Mr. Storage), Bob Gibson (Civil Design Advantage)

COMMISSION AGENDA ITEMS:

2.0) MOTION TO APPROVE THE MINUTES FROM THE FOLLOWING MEETING:

2.1) **OCTOBER 8, 2018 REGULAR MEETING** - Motion by Patterson and seconded by Schonhorst to approve minutes. Roll was taken. 5 AYE. 0 NAY

3.0) PUBLIC HEARING: None

4.0) DISCUSSION AND RECOMMENDATION ITEMS:

4.1) **DISCUSSION AND RECOMMENDATION ON SITE PLAN FOR LANDSCAPE BY DESIGN:** David John from Landscapes by Design addressed the commission regarding the site plan. Each item on the letter from the City Engineer, Forrest Aldrich, was addressed with the below statements (refer to packet):

1. Sanitary sewer pipe will be changed on the plans from SDR 26 to SDR 23.5.
2. Water service line will be changed from PVC to copper.
3. Sewer service line will be changed to a 6-inch pipe instead of 4-inch pipe.
4. Assessment waiver regarding sidewalks will be granted with the intent of sidewalks installed later if the development develops any further. Sidewalk plans must be provided with mention of the waiver.
5. Curb box will be moved to the property line.
6. An elevation view of the building will be provided. John Haldeman will provide LBD with the appearance covenants. David John indicated the building will be 2-color steel siding and solid color steel roof.

7. The number of parking stalls required, and the number of parking stalls provided will be added to the plans as requested.
8. All parking areas will be paved. A waiver will be requested of the City Council regarding the gravel in the materials storage area.

Motion by Schonhorst and seconded by Scott to approve subject as stated above. 5 AYE.
0 NAY

- 4.2) DISCUSSION AND RECOMMENDATION ON SITE PLAN FOR MR. STORAGE/PACIFIC DRYWALL:** Steve Domino with assistance from Mark DeYoung and Bob Gibson addressed the commission regarding Mr. Storage / Pacific Drywall. Each item on the letter from the City Engineer, Forrest Aldrich, was addressed with the below statements (refer to packet):

1. Assessment waiver regarding sidewalks will be granted with the intent of sidewalks installed later if the development develops any further. Sidewalk plans must be provided with mention of the waiver.
2. An acceptable lighting plan was provided to Forrest.
3. The curb box will be moved to 1-foot west of the sidewalk instead of next to the building.
4. An elevation view of the building will be provided. Steve indicated that he had a copy of the covenants and that the appearance met the covenants.
5. A waiver regarding the width of the driveway will be requested of council. There is a need for a 105-foot driveway which exceeds City Code.

Motion by Patterson and seconded by Easter to approve subject as stated above. 5 AYE.
0 NAY

- 4.3) DISCUSSION AND RECOMMENDATION ON AMENDED URBAN RENEWAL PLAN:** The plan was reviewed by the Planning and Zoning Commission. Motion by Easter and Seconded by Patterson for a favorable recommendation to City Council. 5 AYE 0 NAY.

5.0) MISCELLANEOUS: None.

6.0) COMMENTS AND UPDATES:

- City is in need of individuals interested in serving on a board as there are a couple vacancies on the Zoning Board of Adjustment. Any suggestions would be greatly appreciated.
- Comp Plan—Iowa State students will present the draft Comp Plan to Council next week to obtain feedback.
- Kading is under construction. Foundations have been poured.
- A Planning and Zoning meeting is needed sometime in December regarding the plat on the east side of town (560th St). Stay tuned for a date and time.
- John indicated there has been some interest in the three remaining lots in the Huxley Development Park and the lot north of Fareway.
- Cheryl requested a set schedule for the Planning and Zoning Commission to meet instead of the need-based meetings. It was decided the Commission will meet the third Monday of each month at 7:00 PM.



VEENSTRA & KIMM, INC.

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

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

November 29, 2018

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

HUXLEY, IOWA
LANDSCAPES BY DESIGN
INDUSTRIAL PARK LOT 11
SITE PLAN

We have reviewed the site plan for Landscapes by Design located in the Huxley Industrial Park and find it acceptable provided the following item is discussed and decided:

1. The developer has requested the sidewalks not be installed at this time. The developer is willing to sign an agreement to install the sidewalks at a future date as determined by the City and at the property owner's expense.

If you have any questions or comments, please contact us at 515-225-8000.

VEENSTRA & KIMM, INC.

Forrest S. Aldrich

FSA:dml
45229-034

cc: Jeff Peterson, City of Huxley (e-mail)
Jordan Olson, Olsson Associates (e-mail)
David John, Landscape by Design (e-mail)



VEENSTRA & KIMM, INC.

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

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

November 21, 2018

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

HUXLEY, IOWA
LANDSCAPES BY DESIGN
INDUSTRIAL PARK LOT 11
SITE PLAN

We have reviewed the site plan for Landscapes by Design located in the Huxley Industrial Park and find it acceptable provided the following items are completed and decided:

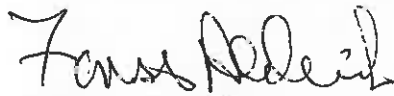
1. On Sheet SP5, sanitary sewer note 2, change from SDR 26 to SDR 23.5.
2. On Sheet SP5, water note 7, change from pvc to copper.
3. Change 4-inch SS to 6-inch SS on Sheets SP3 and SP5.
4. Provide layout, elevations and grades for the pedestrian curb ramp in the northeast corner of the site. A ramp will also need to be to the east across Main Avenue to provide a landing area. The ramp to the north across Snyder Drive will be installed by others.
5. On Sheet SP5 move the water service curb box to the property line.
6. Provide elevation view of the building showing building dimension, height and materials.
7. In a table on the plans show the number of parking stalls required and the number of parking stalls provided.

John Haldeman
November 21, 2018
Page 2

8. All parking areas are to be surfaced with asphalt or concrete. The gravel lot will need to be paved with hard surfacing or have a variance requested of the City Council.

If you have any questions or comments, please contact us at 515-225-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in black ink, appearing to read "Forrest S. Aldrich".

Forrest S. Aldrich

FSA:dml
45229-034

cc: Jeff Peterson, City of Huxley (e-mail)
Jordan Olson, Olsson Associates (e-mail)
David John, Landscape by Design (e-mail)

WHEN RECORDED RETURN TO:

Jolene Lettow, City Clerk
515 North Main Ave.
Huxley, IA 50124

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

AGREEMENT TO INSTALL SIDEWALK

This Agreement (the "Agreement"), is made on or as of the ____ day of December, 2018, by and between the City of Huxley, Iowa, a municipal corporation having its offices at City Hall, 515 North Main Avenue, Huxley, Iowa 50124 (hereinafter called "City"), and Landscapes by Design, Inc., _____ Huxley, Iowa 50124 (hereinafter called "Landscapes").

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

Article I. Installation of Sidewalk

Section 1.01. Duty to Install Sidewalk. Landscapes agrees, subject to the terms of this Agreement, to install a sidewalk in compliance with the Municipal Code of the City of Huxley, Iowa along the following described real property:

Lot Eleven (11), Huxley Development Corporation Plat 3, Huxley, Story County, Iowa
(the "Property")

Article II. Completion Date

Section 2.01. Completion Date. Landscapes shall install the sidewalk within sixty (60) days of receipt of a written request from the City Council to install the sidewalk.

Article III. Costs

Section 3.01. Costs. Landscapes shall install the sidewalk at its cost and with no cost of the City.

Article IV. Miscellaneous

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

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

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

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

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

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

City of Huxley, Iowa

ATTEST:

By: _____
Craig D. Henry, Mayor

By: _____
Jolene Lettow, City Clerk

STATE OF IOWA, STORY COUNTY, ss:

On this ____ day of _____, 2018, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Craig D. Henry and Jolene Lettow, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Huxley, Iowa; that the seal affixed to the foregoing instrument to which this is attached is the corporate seal of the City; that the instrument was signed and sealed on behalf of the City by authority of its City Council, as contained in Ordinance Resolution No. _____ passed by resolution of the City Council under Roll Call No. _____ of the City Council on the ____ day of _____, 2018; and that Craig D Henry and Jolene Lettow, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Landscapes by Design, Inc.

By: _____
Name: _____
Title: _____

STATE OF IOWA, STORY COUNTY, ss:

On this ____ day of _____, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared, to me known to be the person named in and who executed the foregoing instrument to which is attached; and acknowledged that executed the instrument as his/her voluntary act and deed.

Notary Public in and for the State of Iowa

RESOLUTION NO. 18-105

**RESOLUTION APPROVING THE ACCEPTANCE OF THE PUBLIC INFRASTRUCTURE
IMPROVEMENTS FOR BLUE SKY COMMONS DEVELOPMENT**

WHEREAS, Don Van Houweling constructed public improvements within Blue Sky Commons with the extension of Blue Sky Blvd.; and

WHEREAS, upon completion of those improvements a request made for the City of Huxley to accept those improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HUXLEY, IOWA, that the Huxley City Council has received a letter recommending acceptance from the City's Engineer for these public improvements and the Huxley City Council approves the acceptance of these public infrastructure improvements.

PASSED, ADOPTED AND APPROVED this ____ day of December, 2018.

Roll Call	Aye	Nay	Absent
David Jensen	___	___	___
David Kuhn	___	___	___
Greg Mulder	___	___	___
Rick Peterson	___	___	___
Tracey Roberts	___	___	___

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 18-105** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this _____ day of December, 2018.

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)

November 29, 2018

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

CITY OF HUXLEY, IOWA
BLUE SKY COMMONS PLAT 2
PUBLIC IMPROVEMENTS

We have reviewed the constructed public improvements for Blue Sky Commons Plat 2 and find them acceptable.

We recommend acceptance of the public improvements by the City of Huxley.

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

VEENSTRA & KIMM, INC.

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

Forrest S. Aldrich

FSA:dml
45241

cc: Jeff Peterson, City of Huxley (e-mail)
Don Van Houweling (e-mail)
Eli Hartog, Absolute Concrete (e-mail)

PUBLIC SAFETY

ORDINANCE NO. 490

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE
CITY OF HUXLEY, IOWA, CHAPTER 41, PUBLIC HEALTH AND
SAFETY**

Be It Ordained By The City Council Of The City Of Huxley, Iowa:

Section 1. Section 41.11, Discharging Weapons, is hereby amended by adding the underlined language as follows:

41.11 DISCHARGING WEAPONS.

1. It is unlawful for a person to discharge rifles, shotguns, revolvers, pistols, guns, pellet/air gun or rifle, or other firearms of any kind within the City limits except by written consent of the Council.
2. No person shall intentionally discharge a firearm in a reckless manner.

Section 2. Section 41.12, Throwing and Shooting, is hereby amended by deleting the stricken language as follows:

41.12 THROWING AND SHOOTING. It is unlawful for a person to throw stones, bricks, or missiles of any kind or to shoot arrows, paintballs, rubber guns, slingshots, ~~air rifles~~, BB guns, or other dangerous instruments or toys on or into any street, alley, highway, sidewalk, public way, public ground, or public building, without written consent of the Council.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Huxley, Iowa, this ____ day of _____, 2018.

Craig Henry, Mayor

Attest:

Jolene Lettow, City Clerk

Publication Date: _____

Record Of Vote of Ordinance No. _____

First Reading _____ (Date)

Roll Call	Aye	Nay	Absent
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Dave Jensen	_____	_____	_____
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Dave Kuhn	_____	_____	_____
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Greg Mulder	_____	_____	_____
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Rick Peterson	_____	_____	_____
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Tracey Roberts	_____	_____	_____
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Second Reading _____ (Date)

Roll Call	Aye	Nay	Absent
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Dave Jensen	_____	_____	_____
-------------	-------	-------	-------

Dave Kuhn	_____	_____	_____
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Greg Mulder	_____	_____	_____
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Rick Peterson	_____	_____	_____
---------------	-------	-------	-------

Tracey Roberts	_____	_____	_____
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Third Reading _____ (Date)

Roll Call	Aye	Nay	Absent
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Dave Jensen	_____	_____	_____
-------------	-------	-------	-------

Dave Kuhn	_____	_____	_____
-----------	-------	-------	-------

Greg Mulder	_____	_____	_____
-------------	-------	-------	-------

Rick Peterson	_____	_____	_____
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Tracey Roberts	_____	_____	_____
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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. 488. An Ordinance Amending Chapter 165 of the Huxley Municipal Code of Iowa.

WITNESS MY HAND this ____ day of _____, 2018.

Jolene Lettow, City Clerk

RESOLUTION NO. 18-106

**RESOLUTION ORDERING THE PLACEMENT OF STREET LIGHTS WITHIN
THE CITY OF HUXLEY**

WHEREAS, the developer for Meadow Lane Plat #3 East has submitted a request for Street Lights to be installed in the above named subdivision; and

WHEREAS, there was a light requested that was omitted on the first resolution for this subdivision.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HUXLEY, IOWA, that this resolution is approved, approving the request for an additional street light that was omitted on the first resolution for the Meadow Lane Plat #3 Subdivision. Also, the City Clerk shall notify the appropriate utility service to install the lights at the approved locations.

FURTHERMORE, all Resolutions or parts of Resolutions in conflict with the provisions of this Resolution are hereby repealed.

Roll Call	Aye	Nay	Absent
David Jensen	___	___	___
David Kuhn	___	___	___
Greg Mulder	___	___	___
Rick Peterson	___	___	___
Tracey Roberts	___	___	___

PASSED, ADOPTED AND APPROVED this ____ day of December, 2018

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 18-106** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this ____ day of December, 2018.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

NICKOLAY CONSULTING, LLC
OUTDOOR ENVISIONS
PETERSON, JEFFERY
PIONEER MANUFACTURING COMP
POSTMASTER
PRECISION UNDERGROUND UTIL
PREMIER OFFICE EQUIPMENT I
SAFE BUILDING COMPLIANCE &
TASC
TIM VANLOO
TREASURER, STATE OF IOWA
U.S. BANK EQUIPMENT FINANC
VAN WALL EQUIPMENT
VERIZON WIRELESS
VISA

MONTHLY IT & ADD'L SUPPORT	584.75
MULCH FOR PARKS	486.00
REIMBURSEMENT FOR MEAL	20.39
PUMP ASSEMBLY, NOZZLES, GASKET	48.75
POSTMASTER	350.56
DIRECTIONAL BORE COLLECTOR LIN	4,940.00
COLOR COPIES	2.28
BUILDING INSPECTIONS	5,553.25
FLEX BENEFIT PLANS	574.96
BASKETBALL LEAGUE OFFICIAL	150.00
STATE WITHHOLDING	4,357.00
COPIER LEASE	99.00
LEAF BLOWS, WEED EAT, CHAIN SA	848.97
AMBULANCE CELL PHONES	440.67
POSTAGE, VENDING, RECORD CHEX	818.96

001	GENERAL FUND	30,233.89
002	LIBRARY	8,669.72
003	RECREATION	6,622.33
004	FIRE AND RESCUE	1,285.96
006	CEMETERY	96.30
014	AMBULANCE	2,191.14
110	STREET	17,356.88
600	WATER UTILITY	20,357.53
610	SEWER UTILITY	27,354.32
	PAYROLL	48,593.61
	GRAND TOTAL	162,761.70

Motion – Jensen, Second – Mulder on Resolution No. 18-054 to Approve Contract with Ames Economic Development Commission (AEDC). John Hall, AEDC representative, asked council for approval of annual contract. Mr. Hall also spoke on the efforts of AEDC to improve workforce issues with businesses and small communities. Roll Call: Roberts, Kuhn, Mulder, Jensen voted yes. Motion carried.

Motion – Roberts, Second Jensen to Untable Ordinance 481 to Amend the Code of Ordinances, Chapter 165, Sign Regulations. Roll Call: Roberts, Kuhn, Mulder, Jensen voted yes. Council discussed new sign ordinance prepared by city attorney regarding the tennis court sign at high school i.e. grandfather in existing sign, no sponsorships allowed on signage, direction (inward/outward) of sign, clarity of what signs can say. Council agreed ordinance needed revisions.

Motion – Roberts, Second – Jensen on Second Reading of Ordinance 481 Amending Sign Regulations. Roll Call: Mulder, Jensen, Roberts, Kuhn voted no. Motion failed. City attorney will revise ordinance and bring back to council for review.

Motion – Roberts, Second – Jensen on Resolution No. 18-056 to Approve the Hiring of Part-Time Police Officer. Officer came with high credentials and recommendations. Officer will be hired as a temporary, part-time employee. Roll Call: Mulder, Roberts, Jensen, Kuhn voted yes. Motion carried.

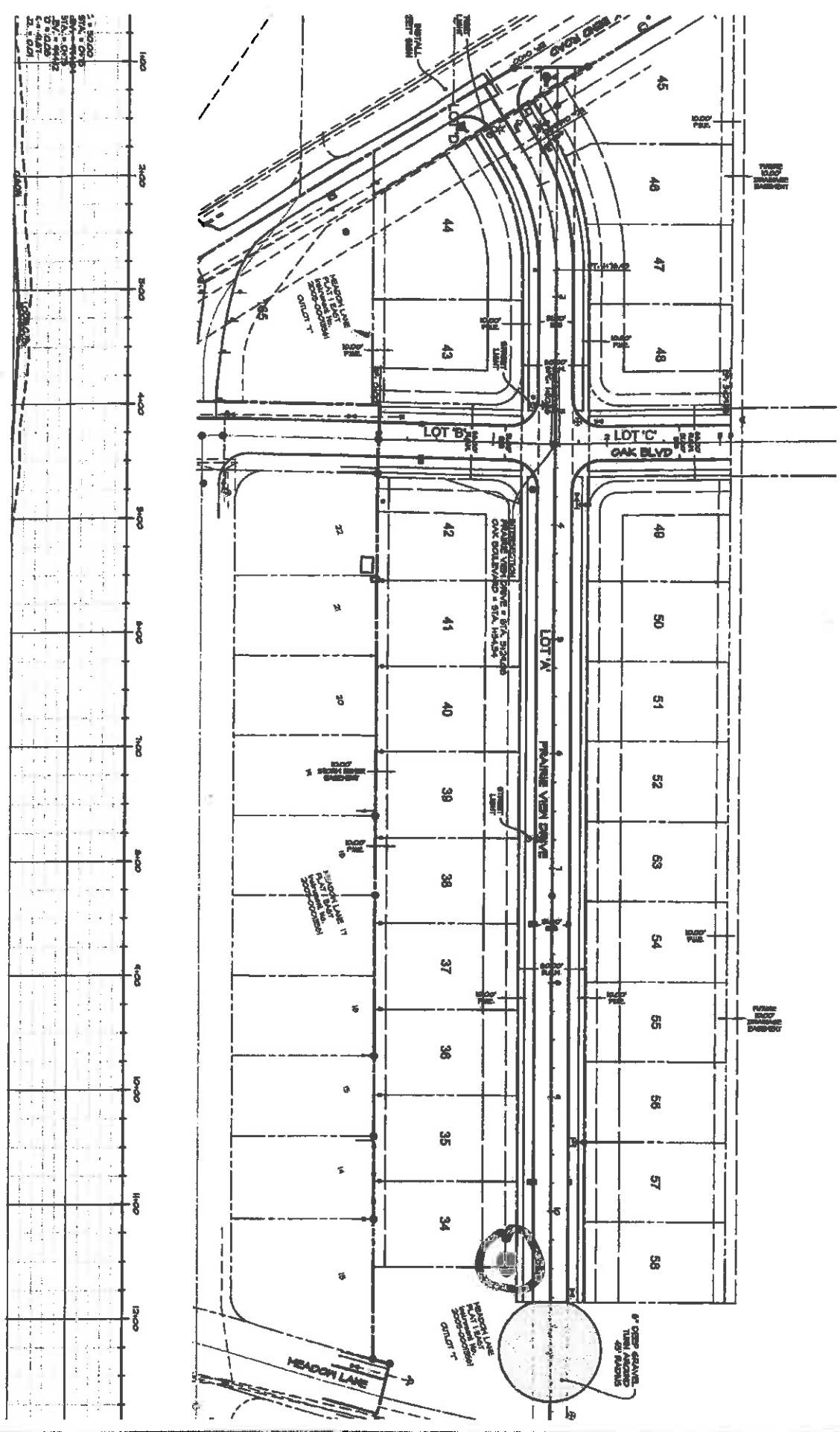
Motion – Mulder, Second – Jensen on Resolution No. 18-057 to Approve the Placement and Location of Traffic Control Signs In Iron Bridge and Meadow Lane Developments. Councilman Jensen asked if temporary sign at Oak and Prairieview was appropriate. Sargent Stoll responded the sign was legal. Roll Call: Roberts, Jensen, Mulder, Kuhn voted yes. Motion carried.

Motion – Roberts, Second – Jensen on Resolution No. 18-058 to Approve the Placement and Location of Three New Street Lights in Meadow Lane Plat #3. Councilman recommended that an additional temporary street light be installed on south side of Lot 34. Roll Call: Roberts, Jensen, Mulder, Kuhn voted yes. Motion carried.

Motion – Roberts, Second – Jensen on Resolution No. 18-059 to Approve Salaries for Fiscal Year 2019. Council approved a 3% increase. Roll Call: Jensen, Mulder, Kuhn, Roberts voted yes.

Motion – Roberts, Second – Mulder on Resolution No. 18-061 to Approve the Design and Construction Administration Contract for North Pump Station Flood Control & Mitigation Project. Contract was awarded to Veenstra & Kimm. Roll Call: Kuhn, Roberts, Jensen, Mulder voted yes. Motion carried.

N



FINANCE

Prepared by John Danos, Dorsey and Whitney, City Bond Counsel and Reformatted by John Haldeman, City Administrator, for the City Council meeting to be held on the 4th of December, 2018.

RESOLUTION NO. 18-107

**RESOLUTION SETTING A DATE OF MEETING AT WHICH IT IS
PROPOSED TO APPROVE A DEVELOPMENT AGREEMENT WITH
LANDSCAPE BY DESIGN, INC., INCLUDING ANNUAL
APPROPRIATION TAX INCREMENT PAYMENTS**

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, 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 of 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, the City proposes to enter into a certain development agreement (the "Development Agreement") with Landscape by Design, Inc. (the "Company") in connection with the construction by the Company of a new building and related landscape architecture facilities in the Huxley Business Park in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide financial incentives to the Company in the form of annual appropriation incremental property tax payments in an amount not to exceed \$56,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

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

Section 1. This City Council shall meet on December 18, 2018, at 6 o'clock p.m., at the Huxley City Hall, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

**NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH
LANDSCAPE BY DESIGN, INC. AND AUTHORIZATION OF ANNUAL
APPROPRIATION TAX INCREMENT PAYMENTS**

The City Council of the City of Huxley, Iowa, will meet at the Huxley City Hall, on December 18, 2018, at 6 o'clock p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Landscape by Design, Inc. (the "Company") in connection with the construction by the Company of a new building and related landscape architecture facilities in the Huxley Business Park in the Huxley Urban Renewal Area, which Agreement provides for certain financial incentives in the form of incremental property tax payments to the Company in a total amount not exceeding \$56,000 as authorized by Section 403.9 of the Code of Iowa.

The Agreement to make incremental property tax payments to the Company will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated within the Huxley Urban Renewal Area. Some or all of the payments under the Development Agreement may be made subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the City Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Huxley, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Jolene Lettow
City Clerk

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

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Roll Call	Aye	Nay	Absent
Dave Jensen	_____	_____	_____
Dave Kuhn	_____	_____	_____
Greg Mulder	_____	_____	_____
Rick Peterson	_____	_____	_____
Tracey Roberts	_____	_____	_____

PASSED AND APPROVED this ____ day of December, 2018.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 18-107** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this ____ day of December, 2018.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Huxley, Iowa (the "City") and Landscape by Design, Inc. (the "Company"), as of the ____ day of _____, 2018 (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 owns 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 and related landscape architecture facilities (the "Project") for use in the Company's 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 \$_____ (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 _____, 20__, 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 _____, 2019.

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, 2020, 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, 2020, 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 factored by the fifty percent (50%) (the "Annual Percentage"). 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. **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 Company to commence and complete construction of the Project pursuant to the terms and conditions of this Agreement.
- b) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- c) Failure by the Company to keep the completed Project in service as part of its business operations on the Property throughout the Term, as hereinafter defined.
- d) Failure by the Company to comply with Sections A.2, A.3 or A.4 of this Agreement.

Whenever any event of default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company 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

Company fails to cure the default or provide assurances, the 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) Withhold any future Payments provided for under Section B.1 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) \$5,000 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.

B. City’s Obligations

1. **Payments.** In recognition of the Company’s obligations set out above, the City agrees to make five (5) annual economic development tax increment payments (the “Payments” and individually each a “Payment”) to the Company in each fiscal year during the Term, as hereinafter defined, 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 \$56,000 (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 Annual Percentage of 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.

It is anticipated that new incremental property valuation relative to the Project will go on the property tax rolls as of January 1, 2020. Accordingly, Payments will be made on June 1 of each fiscal year, beginning June 1, 2022, and continuing through and including June 1, 2026, 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, as hereinafter defined, of this Agreement, commencing in the 2020 calendar 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, 2026.

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, 2022, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2020), provided, however, that no Payment shall exceed the amount of Incremental Property Tax Revenues received by the City from the Story 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.** Neither party may cause this 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 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, 2026 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: _____
Mayor

Attest:

City Clerk

LANDSCAPE BY DESIGN, INC.

By: _____
Its: _____

Prepared by John Danos, Dorsey and Whitney, City Bond Counsel and Reformatted by John Haldeman, City Administrator, for the City Council meeting to be held on the 4th of December, 2018.

RESOLUTION NO. 18-108

**RESOLUTION SETTING A DATE OF MEETING AT WHICH IT IS
PROPOSED TO APPROVE A DEVELOPMENT AGREEMENT WITH
MR.STORAGE LLP, INCLUDING ANNUAL APPROPRIATION TAX
INCREMENT PAYMENTS**

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, 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 of 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, the City proposes to enter into a certain development agreement (the "Development Agreement") with Mr. Storage LLP (the "Company") in connection with the construction by the Company of new mini-storage and office buildings on certain real property situated in the Huxley Business Park in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide financial incentives to the Company in the form of annual appropriation incremental property tax payments in an amount not to exceed \$137,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

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

Section 1. This City Council shall meet on December 18, 2018, at 6 o'clock p.m., at the Huxley City Hall, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

**NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH
MR. STORAGE LLP AND AUTHORIZATION OF ANNUAL APPROPRIATION TAX
INCREMENT PAYMENTS**

The City Council of the City of Huxley, Iowa, will meet at the Huxley City Hall, on December 18, 2018, at 6 o'clock p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Mr. Storage LLP (the "Company") in connection with the construction by the Company of new mini-storage and office buildings on certain real property situated in the Huxley Business Park in the Huxley Urban Renewal Area, which Agreement provides for certain financial incentives in the form of incremental property tax payments to the Company in a total amount not exceeding \$137,000 as authorized by Section 403.9 of the Code of Iowa.

The Agreement to make incremental property tax payments to the Company will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated within the Huxley Urban Renewal Area. Some or all of the payments under the Development Agreement may be made subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the City Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Huxley, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Jolene Lettow
City Clerk

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

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Roll Call	Aye	Nay	Absent
Dave Jensen	_____	_____	_____
Dave Kuhn	_____	_____	_____
Greg Mulder	_____	_____	_____
Rick Peterson	_____	_____	_____
Tracey Roberts	_____	_____	_____

Passed and approved December 4, 2018.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 18-108** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this ___ day of December, 2018.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Huxley, Iowa (the "City") and Mr. Storage LLP (the "Company"), as of the ____ day of _____, 2018 (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 owns 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 new mini-storage and office buildings (the "Project") for use in the Company's 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 \$_____ (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 _____, 20__, 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 _____, 2019.

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, 2020, 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, 2020, 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. **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 Company to commence and complete construction of the Project pursuant to the terms and conditions of this Agreement.
- b) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- c) Failure by the Company to keep the completed Project in service as part of its business operations on the Property throughout the Term, as hereinafter defined.
- d) Failure by the Company to comply with Sections A.2, A.3 or A.4 of this Agreement.

Whenever any event of default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company 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

Company fails to cure the default or provide assurances, the 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) Withhold any future Payments provided for under Section B.1 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) \$7,000 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.

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” and individually each a “Payment”) to the Company in each fiscal year during the Term, as hereinafter defined, 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 \$137,000 (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.

It is anticipated that new incremental property valuation relative to the Project will go on the property tax rolls as of January 1, 2020. Accordingly, Payments will be made on June 1 of each fiscal year, beginning June 1, 2022, and continuing through and including June 1, 2028, 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, as hereinafter defined, of this Agreement, commencing in the 2020 calendar 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, 2028.

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, 2022, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2020), provided, however, that no Payment shall exceed the amount of Incremental Property Tax Revenues received by the City from the Story 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.** Neither party may cause this 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 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, 2028 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: _____
Mayor

Attest:

City Clerk

MR. STORAGE LLP

By: _____
Its: _____

Prepared by John Danos, Dorsey and Whitney, City Bond Counsel and Reformatted by John Haldeman, City Administrator, for the City Council meeting to be held on the 4th of December, 2018.

RESOLUTION NO. 18-109

**RESOLUTION SETTING A DATE OF MEETING AT WHICH IT IS
PROPOSED TO APPROVE A DEVELOPMENT AGREEMENT WITH
PACIFIC DRYWALL CORPORATION, INCLUDING ANNUAL
APPROPRIATION TAX INCREMENT PAYMENTS**

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, 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 of 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, the City proposes to enter into a certain development agreement (the "Development Agreement") with Pacific Drywall Corporation (the "Company") in connection with the construction by the Company of a new sheetrock warehouse in the Huxley Business Park in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide financial incentives to the Company in the form of annual appropriation incremental property tax payments in an amount not to exceed \$34,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

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

Section 1. This City Council shall meet on December 18, 2018, at 6 o'clock p.m., at the Huxley City Hall, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

**NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH
PACIFIC DRYWALL CORPORATION AND AUTHORIZATION OF ANNUAL
APPROPRIATION TAX INCREMENT PAYMENTS**

The City Council of the City of Huxley, Iowa, will meet at the Huxley City Hall, on December 18, 2018, at 6 o'clock p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Pacific Drywall Corporation (the "Company") in connection with the construction by the Company of a new sheetrock warehouse in the Huxley Business Park in the Huxley Urban Renewal Area, which Agreement provides for certain financial incentives in the form of incremental property tax payments to the Company in a total amount not exceeding \$34,000 as authorized by Section 403.9 of the Code of Iowa.

The Agreement to make incremental property tax payments to the Company will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated within the Huxley Urban Renewal Area. Some or all of the payments under the Development Agreement may be made subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the City Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Huxley, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Jolene Lettow
City Clerk

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

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Roll Call	Aye	Nay	Absent
Dave Jensen	_____	_____	_____
Dave Kuhn	_____	_____	_____
Greg Mulder	_____	_____	_____
Rick Peterson	_____	_____	_____
Tracey Roberts	_____	_____	_____

PASSED AND APPROVED this ____ day of December, 2018.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 18-109** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this ____ day of December, 2018.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Huxley, Iowa (the "City") and Pacific Drywall Corporation (the "Company"), as of the ____ day of _____, 2018 (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 owns 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 sheetrock warehouse (the "Project") for use in the Company's 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 \$ _____ (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 _____, 20__, 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 _____, 2019.

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, 2020, 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, 2020, 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 factored by the forty-five percent (45%) (the "Annual Percentage"). 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. **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 Company to commence and complete construction of the Project pursuant to the terms and conditions of this Agreement.
- b) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- c) Failure by the Company to keep the completed Project in service as part of its business operations on the Property throughout the Term, as hereinafter defined.
- d) Failure by the Company to comply with Sections A.2, A.3 or A.4 of this Agreement.

Whenever any event of default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company 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

Company fails to cure the default or provide assurances, the 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) Withhold any future Payments provided for under Section B.1 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) \$5,000 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.

B. City’s Obligations

1. **Payments.** In recognition of the Company’s obligations set out above, the City agrees to make five (5) annual economic development tax increment payments (the “Payments” and individually each a “Payment”) to the Company in each fiscal year during the Term, as hereinafter defined, 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 \$34,000 (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 Annual Percentage of 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.

It is anticipated that new incremental property valuation relative to the Project will go on the property tax rolls as of January 1, 2020. Accordingly, Payments will be made on June 1 of each fiscal year, beginning June 1, 2022, and continuing through and including June 1, 2026, 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, as hereinafter defined, of this Agreement, commencing in the 2020 calendar 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, 2026.

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, 2022, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2020), provided, however, that no Payment shall exceed the amount of Incremental Property Tax Revenues received by the City from the Story 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.** Neither party may cause this 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 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, 2026 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: _____
Mayor

Attest:

City Clerk

PACIFIC DRYWALL CORPORATION

By: _____
Its: _____