CITY OF HUXLEY

TUESDAY--- AUGUST 27, 2019, CITY COUNCIL CHAMBERS

AGENDA

CITY COUNCIL MEETING - 6:00 PM

PUBLIC NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF HUXLEY, IOWA, WILL MEET IN THE CITY COUNCIL CHAMBERS 515~N.~MAIN~AVE.. HUXLEY, IOWA, FOR THEIR REGULAR COUNCIL MEETING AT 6:00 PM ON TUESDAY THE 27^{TH} DAY OF AUGUST, 2019 TO DISCUSS THE MATTERS ENUMERATED IN THE AGENDA LISTED BELOW.

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) PROCLAMATION(S); NONE
- 3.00) PUBLIC HEARING(S):
 - 3.01) THE CITY COUNCIL OF THE CITY OF HUXLEY WILL HEAR PUBLIC INPUT REGARDING THE THE SALE OF PARCEL P, GROUND ADJACENT TO FAREWAY ON NORTH SIDE.
 - 1.) Mayor Opens Hearing
 - 2.) Discussion
 - 3.) Motion to Close Hearing
 - **3.02)** THE CITY COUNCIL OF THE CITY OF HUXLEY WILL HEAR PUBLIC INPUT ON A PROPOSAL TO ENTER INTO A GENERAL OBLIGATION CORPORATE PURPOSE AND REFUNDING LOAN AGREEMENT AND TO BORROW MONEY THEREUNDER.
 - 1.) Mayor Opens Hearing
 - 2.) Discussion
 - 3.) Motion to Close Hearing
- 4.00) PRESENTATION(S): NONE
- 5.00) CONSENT AGENDA: ROLL CALL

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: AUGUST 13, 2019 -- Regular Council Meeting
- 5.02) TO APPROVE FINANCIAL REPORTS AND PAYMENT OF BILLS.
- 5.03) TO APPROVE BEER, WINE AND LIQUOR LICENSES, CIGARETTE PERMIT RENEWALS.
- 5.04) TO APPROVE <u>RESOLUTION NO. 19-114</u> TO RESET PUBLIC HEARING FOR SEPTEMBER 10TH AT 6 PM FOR REZONING REQUEST OF PARCEL OF GROUND OWNED BY KNACKMODES AT 602 NORTH MAIN AVENUE FROM C-1 TO C-2.
- 5.05 TO APPROVE THE APPOINTMENT OF MEGAN BRENDELAND TO THE HUXLEY FIRE AND RESCUE.

AGENDA ITEMS:

6.00) COMMUNITY BETTERMENT:

- 6.01) DISCUSSION AND POSSIBLE ACTION ON <u>2ND READING OF ORDINANCE # 501</u> TO APPROVE REZONING OF PROPERTY IN WESTVIEW FROM R-2 TO R-2A. MOTION TO WAIVE 3RD READING
- 6.02) DISCUSSION AND POSSIBLE ACTION ON 2ND READING OF ORDINANCE # 502 TO APPROVE THE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HUXLEY, IOWA, CHAPTER 166, SUBDIVISION REGULATIONS, MINIMUM IMPROVEMENTS. MOTION TO WAIVE 3RD READING
- 6.03) DISCUSSION AND POSSIBLE ACTION ON <u>RESOLUTION NO. 19-115</u> TO APPROVE THE RESUBMISSION OF CONSTRUCTION PLANS FOR WESTVIEW HEIGHTS PLAT NO. 2 ELIMINATING GRANULAR SUBBASE AND SUBDRAIN.
- 6.04) DISCUSSION AND POSSIBLE ACTION ON <u>RESOLUTION NO. 19-116</u> TO APPROVE THE CONSTRUCTION PLANS FOR WESTVIEW HEIGHTS PLAT NO. 3.
- 6.05) DISCUSSION AND POSSIBLE ACTION ON <u>RESOLUTION NO. 19-117</u> TO APPROVE CONSTRUCTION REVIEW SERVICE CONTRACT FOR MEADOW LANE PLAT NO. 4.
- 6.06) DISCUSSION AND POSSIBLE ACTION ON <u>RESOLUTION NO. 19-118</u> TO APPROVE THE ENGINEERING AGREEMENT FOR EAST 1ST STREET.
- 6.07) DISCUSSION AND POSSIBLE ACTION ON <u>RESOLUTION NO. 19-119</u> TO APPROVE THE CONSTRUCTION PLANS FOR MEADOW LANE PLAT NO. 4.
- 6.08) DISCUSSION AND POSSIBLE ACTION ON <u>RESOLUTION NO. 19-120</u> TO APPROVE THE RAILLWAY SIDEWALK PROJECT.
- 6.09) DISCUSSION AND POSSIBLE ACTION ON <u>RESOLUTION NO. 19-121</u> TO AUTHORIZE THE MAYOR TO SIGN AGREEMENT FOR A SURFACE TRANSPORTATION BLOCK GRANT FOR THE EAST 1ST STREET PROJECT AND HAVE CITY CLERK RETURN TO IOWA DOT.

7.00) PUBLIC SAFETY: NONE

8.00) FINANCE:

- 8.01) DISCUSSION AND POSSIBLE ACTION ON <u>RESOLUTION NO.19-122</u> DELETING PROPERTY FROM THE HUXLEY URBAN RENEWAL AREA.
- 8.02) DISCUSSION AND POSSIBLE ACTION ON 1ST READING OF ORDINANCE # 503
 DELETING PROPERTY FROM THE TAX INCREMENT FINANCING DISTRICT FOR THE
 HUXLEY URBAN RENEWAL AREA OF THE CITY OF HUXLEY, IOWA, PURSUANT TO
 SECTION 403.19 OF THE CODE OF IOWA MOTION WAIVING 2ND AND 3RD READING.
- 8.03) DISCUSSION AND POSSIBLE ACTION ON <u>RESOLUTION NO. 19-123</u> SETTING DATE FOR PUBLIC HEARING ON DESIGNATION OF THE EXPANDED HUXLEY URBAN RENEWAL AREA AND ON URBAN RENEWAL PLAN AMENDMENT"
- 8.04) DISCUSSION AND POSSIBLE ACTION ON <u>RESOLUTION NO. 19-124</u> SETTING DATE FOR A PUBLIC HEARING ON DESIGNATION OF THE WESTVIEW HEIGHTS URBAN RENEWAL AREA AND ON URBAN RENEWAL PLAN AND PROJECT.

- 8.05) DISCUSSION AND POSSIBLE ACTION ON <u>RESOLUTION NO. 19-125</u> TAKING ADDITIONAL ACTION ON PROPOSAL TO ENTER INTO A GERERAL OBLIGATION CORPORATE PURPOSE AND REFUNDING LOAN AGREEMENT AND AUTHORIZING THE USE OF PRELIMINARY OFFICIAL STATEMENT IN CONNECTION THEREWITH.
- 9.00) LEISURE ACTIVITIES: NONE

10.00) ADMINISTRATIVE BUSINESS:

10.01) DISCUSSION AND POSSIBLE ACTION ON <u>RESOLUTION NO. 19-126</u> MAKING FINAL DETERMINATION ON THE SALE OF PARCEL "P" IN THE NW/4 OF NE/4 OF SECTION 23, TOWNSHIP 82, RANGE 24 AS SHOWN ON SLIDE 395, PAGE 1 IN HUXLEY, STORY COUNTY, IOWA AND AUTHORIZING THE EXECUTION OF PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF HUXLEY AND M.R. PROPERTIES, L.C.

COMMENTS FROM STAFF, COUNCIL AND MAYOR.

ADJOURNMENT

POSSIBLE 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.) FIREWORKS
- 2.) GAP GRANT
- 3.) CODE INSPECTION
- 4.) WORKSESSION LIST

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

John Haldeman, City Administrator

08/23/2019 1:45 PM

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COMMUNICATIONS

August Board Meeting Highlights

The Board met last night at 6:00 PM. Jamie Rochleau of Story Construction provided an update on the construction at the middle school. We will start the year using the 3C's for physical education and the Safe Room for lunch service until those areas are finished and ready to be occupied. Thank you to the City of Huxley and the Council for assisting our students and staff in providing the space for these areas of our program until we can occupy those spaces!

This is a great opportunity to thank all of the employees who work so hard over the summer getting our schools ready for the return of students and staff. Special thanks go to our Buildings and Grounds team led by Doug Schroeder and our Head Custodians Brian Burton, Dan Warg, Lynn Kuecker, and Lee Eddy. We had construction in three of our four buildings this summer and 8th graders moving to the high school for a year. It was an exceptional three months and this group did a great job. Thanks again to everyone for stepping up!

We look forward to seeing everyone and hope you had a great summer! GO BOMBERS!

Ballard Board of Education

CONSENT AGENDA

Huxley City Council Minutes Tuesday, August 13, 2019

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 6:01 pm.

COUNCIL MEMBERS PRESENT: Kuhn, Jensen, Roberts, Peterson; absent - Mulder

CITY STAFF PRESENT: John Haldeman-City Administrator, Jolene Lettow-City Clerk, Jeff Peterson – Public Works Director, Heather Denger – Parks and Recreation Director, Gerry Stoll – Police Chief, Cathy Van Maanen – Library Director, Todd Moomaw – Fire Chief, Rocky Smith – Parks Director

CONSULTANTS PRESENT: Amy Beattie – city attorney, Forrest Aldrich – city engineer

GUESTS PRESENT: Walter Lain, Carolyn Dallinger, Lynn Knecker, Kristina Brekke, Steve Quick, Roger Wheeler, Andrew Gogerty, Alissa Zugay, Bruno Zugay, Kevin Deaton, Adam Walters, Katie Nelson, Todd Petersen, Dustin Ingram, Kelly Moomaw, Ryan Vincent, Dennis Primmer, Scott Wilson, Scott Renaud

COMMENTS FROM PUBLIC:

- Dustin Ingram, Ames Economic Development Commission, expressed concerns from Huxley Development Commission with council changing street standards in future developments. Stated costs could increase lot prices; cause issues with rebate agreements.
- Carolyn Dallinger expressed concerns with the debris that is on the property adjacent to the cemetery. Family plots are next to the neighboring property. Council to discuss as future work session item.
- Kristina Brekke asked council to bring fireworks issue to agenda. Council stated item could be placed on future work session agenda.
- Adam Walters and Kate Nelson spoke to council about block party request on Ballard Drive.

PUBLIC HEARING:

Mayor Pro Tem opened public hearing at 6:25pm to hear the rezoning request of certain property owned by Dickson and LuAnn Jensen from single family and duplex residential (R-2) to patio homes residential district (R-2A) classification after annexation into the City of Huxley, Iowa. There being no comments there was a motion by Peterson and a second by Jensen to close hearing at 6:26pm. 4 ayes.

PRESENTATION: Northland Securities Financial Plan rescheduled to September 10th meeting.

CONSENT AGENDA:

MOTION- Peterson, Second - Jensen to approve all agenda items listed excluding 5.08 Block Party Request.

- July 23, 2019 Regular Council Meeting
- Financial Reports and Payment of Bills
- Resolution No. 19-100 to Set a Public Hearing Date and Time for Rezoning Request of Parcel of Ground Owned by Knackmodes at North Main Avenue from C-1 to C-2
- Street Closings for Prairiefest
- Resolution No. 19-101 to Fix a Date for a Public Hearing to Consider Sale of Parcel P, Ground Adjacent to Fareway on North Side
- Appointments of Elijah Ingram and Travis Hoover to the Huxley Fire Department
- Appointment of Megan Brendeland to the Library Board

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

8-27-19 Council Claims

	A	В		С
1	VENDOR NAME	DESCRIPTION	GRO!	S AMOUNT
2	ACTIVE911, INC.	ANNUAL RENEWAL	\$	390.00
3	ALEX PAUL	REIMBURSEMENT FOR BATTERIES	\$	17.10
4	ARNOLD MOTOR SUPPLY	OIL AND TRANSMISSION FLUID	\$	328.96
5	AUTOMATIC SYSTEMS CO.	TROUBLESHOOT PUMPS	\$	462.30
6	BUD'S AUTO REPAIR INC	AUTO MAINT. ON PD VEHICLE	\$	1,149.97
7	CARDMEMBER SERVICE	SEE ATTACHED	\$	4,566.15
8	CASEYS BUSINESS MASTERCARD	GASOLINE	\$	1,433.29
9	CENTRAL IOWA LAWN & LANDSC	MOWER REPAIR	\$	170.00
10	CHILD WELFARE RESEARCH AND	PARK RENTAL REFUND	\$	25.00
11	COMPASS MINERALS AMERICA	COARSE ROCK SALT	\$	3,526.55
12	COMPUTER RESOURCE SPECIALI	OFFSITE BACKUP WORK	\$	3,989.85
13	CONSUMERS ENERGY	GAS AND ELECTRIC	\$	8,412.47
14	DEMCO	BOOK COVERING	\$	187.61
15	DOLLAR GENERAL-REGIONS 410	OFFICE SUPPLIES	\$	175.05
16	DOORS INC.	MASTER KEYS FOR PD AND SAFEROOM	\$	92.57
17	GALLS, LLC- DBA CARPENTER	AMBULANCE UNIFORMS	\$	195.96
18	HAWKINS, INC.	WATER TREATMENT CHEMICALS	\$	2,666.90
19	HOKEL MACHINE SUPPLY	FIRE EXTINGUISHER INSPECTION	\$	124.36
20	INTEGRATED PRINT SOLUTIONS	FALL BROCHURES	\$	149.00
21	INTERNAL REVENUE SERVICE	PAYROLL TAXES	\$	13,676.97
22	INTERSTATE BATTERIES	CABLE ENDS, THERMANELS, BATTERY	\$	85.12
23	IOWA DOT	FLOOR WAX, STRIPPER, TRASH BAGS, TP	\$	241.50
24	KEYSTONE LABORATORIES	MONTHLY WATER & WW SAMPLING	\$	1,131.60
25	LAW ENFORCEMENT SYSTEMS IN	IOWA CITATION TICKETS	\$	166.00
26	LIBERTY READY MIX	CONCRETE	\$	4,031.00
27	LINDA BETSINGER MCCANN	SPEAKER AND BOOKS	\$	175.00
28	MARCO, INC.	PD COPIER CONTRACT	\$	166.94
29	MARTIN MARIETTA MATERIALS	ROAD STONE	\$	742.35
30	MARY GREELEY MEDICAL CENTE	EMT-B CLASS- GLOEDE	\$	1,350.00
31	MID-IOWA OCCUPATIONAL TEST	RANDOM DRUG TESTING	\$	160.00
32	MID-IOWA SOLID WASTE EQUIP	FEE TO SHIP CAMERA PART	\$	25.51
33	MIDWEST UNDERGROUND SUPPLY	RING O-MATIC VAC SYSTEM	\$	42,900.00
34	MISCELLANEOUS VENDOR	UTILITY DEPOSIT REFUNDS	\$	134.02
35	MUNICIPAL SUPPLY	BALL VALVES, COUPLINGS, FLAGS	\$	379.60
36	NEW CENTURY FS INC	UNLEADED & DIESEL FUEL	\$	4,364.21
37	OVERDRIVE, INC.	E-BOOK CONTENT FEE	\$	736.55
38	OXEN TECHNOLOGY	REMOTE LABOR IT WORK	\$	33.75
39	PCC AN AMBULANCE BILLING S	JULY AMBULANCE BILLING	\$	151.33
40	PEPSI-COLA	VENDING PRODUCT	\$	441.72
41	PK SAFETY SUPPLY	OXYGEN SENSOR	\$	
	PLUMB SUPPLY COMPANY - AM	BRASS NIPPLES & PARTS FOR 3C'S	\$	120.00 214.13
	POSTMASTER	BULK POSTAGE	\$	374.96
44	PREMIER OFFICE EQUIPMENT I	LIBRARY PRINTERS	\$	104.46
	REDWOOD BUILDERS, LLC	BUILDING PERMIT DEPOSIT REFUND	\$	1,000.00
_	SPRINGER PROFESSIONAL HOME	MONTHLY PEST CONTROL	\$	
_	STATE LIBRARY OF IOWA	DATABASE SUBSCRIPTIONS	\$	42.00
	SYNCB/AMAZON	BOOKS AND DVDS	\$	285.02
			>	191.93

8-27-19 Council Claims

	A	В		С
\vdash	TASC	FLEX BENEFIT PLANS	\$	558.2
50		LIBRARY CARPET CLEANING	\$	1,475.0
51		WHITE & YELLOW STREET PAINT	\$	1,346.9
_	U.S. BANK EQUIPMENT FINANC	LIBRARY COPIER LEASE	\$	100.2
-	VAN-WALL EQUIPMENT INC.	SEALS FOR TRACTOR STEERING	\$	68.9
54	VERIZON WIRELESS	PD, ADMIN, & PW CELL PHONES	\$	371.77
-	WILLCO INC.	TUBE FOR FLOROX PUMP	\$	100.00
56	ZIEGLER INC	FILTERS FOR BACKHOE	\$	361.60
57	ZIMCO SUPPLY CO.	SURE GUARD	\$	160.00
58	Payroll Expense		\$	59,776.63
59	GRAND TOTAL		\$	165,808.15
60			-	105,000.13
61				
62		FUND TOTALS	 	
63	001 GENERAL FUND	15,506.29	+	
64	002 LIBRARY	4,465.5		
65	003 RECREATION	3,204.55		
66	004 FIRE AND RESCUE	610.04	 	
67	014 AMBULANCE	1,714.00		
68	110 ROAD USE TAX	10,582.94	+	
69	600 WATER UTILITY			
70	610 SEWER UTILITY	15,134.35		-
	01 PAYROLL EXPENSE	54,813.88	+	
72	GRAND TOTAL	59,776.63		
73		165,808.15		
74			 	
75	Cardmember Services (Visa)		-	
		amazon prime, concrete blocks, toner cartridge, printer,	-	
76	Admin	cable for printer, stamp	_	
			\$	766.97
77	Library	fareway, postage, playing with murder.com, sam's club		
	Library	purchase, chichen shed	\$	274.24
70	Parks	mesh banners, vb net, park signage, havens grip, cable,		
_	Streets	backpack fertilizer sprayer	\$	855.13
		earplugs, fuel pump,	\$	41.53
80	FD	water, printer paper, background checks	\$	94.38
- 1		pf race supplies, paint, fans, bands for group exercise, ice		
81	Parks and Rec	cream, fly swatter, pickleballs, target purchase	\$	623.64
		portable ac, offsite computer equipment, outlet adapters		
		& extenders, battery tester, phone charger, cable,		
82	<u>w</u> w	adapter, belts, netgear 5 port switch, calibration gas	\$	1 205 05
83	PD	qualification targets	\$	1,395.95
$\overline{}$			Ψ	68.04
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84 V	Water	sanitary & water maps, bollards, netgear 5 port switch	\$	446.27

Utility Report

July	2019		•			
	Water Service:	Sewer Service:	Water Consumption (gallons):	Amount Billed (Water):	Sewer Consumption (gallons):	Amount Billed (Sewer):
Commercial	87	85	2,972,500	\$15,505.10		
Schools	4	3	123,200	\$650.11	98,800	
Rural	67	6	470,500	\$4,737.59		
No Charge	20	14	1,536,700	\$0.00		
Residential	1,576	1,568	6,475,270	\$57,395.16		
Second Meter	134	N/A	2,125,900	\$12,156.27	0	\$0.00
Master Meters	12	N/A	446,700	\$0.00	0	\$0.00
Wells	2	N/A	15,802,000	\$0.00	. 0	\$0.00
TOTAL.	1,902	1,676	29,952,770	\$90,444.23	8,460,370	

<u></u>	Water:	Sewer:	
Total Billed	[
Consumption (gallons):	12,167,370	7,116,970	TOTAL:
Total Billed:	\$90,444.23	\$74,243.79	\$164,688.02

July	2018					
	Water Service:	Sewer Service:	Water Consumption (gallons):	Amount Billed (Water):	Sewer Consumption (gallons):	Amount Billed (Sewer):
Commercial	84	83	1,325,500	\$7,310.66	635,400	
Schools	4	3	148,100	\$727.65		
Rural	67	6	430,900	\$4,284.88		
No Charge	20	14	1,706,500	\$0.00		
Residential	1,495	1,488	6,187,393	\$52,959.57		
Second Meter	132	N/A	2,258,700	\$10,447.75	0	\$0.00
Master Meters	12	N/A	415,500	\$0.00	0	\$0.00
Wells	2	N/A	14,383,000	\$0.00	0	\$0.00
TOTAL:	1,816	1,594	26,855,593	\$75,730.51	8,285,993	\$70,160.04

	Water:	Sewer:	
Total Billed			
Consumption (gallons):	10,350,593	6,861,993	TOTAL:
Total Billed:	\$75,730.51	\$70,160.04	\$145,890.55

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

Prepared by John Haldeman, City Administrator for Huxley, Iowa, for the City Council Meeting on the 27th day of August, 2019

RESOLUTION NO. 19-114

A RESOLUTION PROVIDING FOR NOTICE OF PUBLIC HEARING ON THE REZONING OF CERTAIN PROPERTY OWNED BY KNACKMODE DEVELOPMENT INC FROM OFFICE DISTRICT (C-1) OFFICE DISTRICT COMMERCIAL TO (C-2) GENERAL COMMERCIAL IN THE CITY OF HUXLEY, IOWA

WHEREAS, the City of Huxley, Iowa has received a request for the rezoning of a certain piece of real estate at 602 North Main Ave. legally described as Lot 1 Lynwood Park Plat No. 3 in the town of Huxley, Story County, Iowa from (C-1) OFFICE DISTRICT COMMERCIAL TO (C-2) GENERAL COMMERCIAL IN THE CITY OF HUXLEY, IOWA

WHEREAS, the City Council of the City of Huxley, Iowa, deems it necessary to hold public hearing on the proposed rezoning of the following property at 602 North Main Ave.

Legally described as; Lot one (1) Lynwood Park Plat No. 3 in the town of Huxley, Story county, Iowa

From C-1 District - Neighborhood Commercial District To C-2 District General Commercial District

LAYMAN'S DESCRIPTION:

Property in Story County, Iowa lying at the intersection of North Main Avenue and US Highway 69.

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

- 1. A public hearing shall be held at 6:00 p.m. on September 10, 2019 in the Council Chambers, at 515 North Main Avenue, Huxley, Iowa, on the question of rezoning the above-described property from C-1 to C-2 zoning classification, as specifically described above.
- 2. The City Clerk is hereby authorized and directed to give all the proper notices of such hearing at the time and in the manner required by law.

PASSED, ADOPTED AND APPROVED this day of September, 2019.

Roll Call	Aye	Nay	Absent
Dave Jensen			
Dave Kuhn			
Greg Mulder			
_	3-2	_	3
Rick Peterson	1		
Tracey Roberts			-

APPROVAL BY MAYOR

Mayor of the City of Huxley, Iowa, thisth day	of No. 19-114 by affixing below my official signature as of September, 2019.
ATTEST:	Craig D. Henry, Mayor
Jolene R. Lettow, City Clerk	



Huxley Fire and Rescue

104 Railway Huxley, Iowa 50124

22 August 2019

Council:

Please consider the approval of Megan Brendeland for membership to the Huxley Fire Department. She's comes from a Firefighting family (her Father and Grandfather) and will be a great asset to the department.

Todd Moomaw Fire Chief

COMMUNITY BETTERMENT

ORDINANCE NO. 501

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF HUXLEY, IOWA, BY REZONING PROPERTY OWNED BY DICKSON AND LUANNE JENSEN, WESTVIEW HEIGHTS, FROM SINGLE FAMILY AND DUPLEX RESIDENTIAL (R-2) TO PATIO HOMES RESIDENTIAL DISTRICT CLASSIFICATION (R-2A).

WHEREAS, on the 10th day of July, 2019, the Planning and Zoning Commission of the City of Huxley, Iowa, recommended to the City Council that the below described property be considered for rezoning from R-2 (Single Family and Duplex Residential) to R-2A (Patio Homes Residential District); and

WHEREAS, on the 13th day of August, 2019, after due notice and hearing as provided by law, the City Council now deems it reasonable and appropriate to rezone said property.

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

Section 1: That the Municipal Code of the City of Huxley, Iowa, be and it is hereby amended by rezoning from the present, R-2 (Single Family and Duplex Residential) to R-2A (Patio Homes Residential District) for the following described real property:

R-2A ZONING

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 82 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF HUXLEY, STORY COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1, WESTVIEW HEIGHTS PLAT 1, AN OFFICIAL PLAT; THENCE NORTH 89°18'39" WEST ALONG THE NORTH LINE OF SAID WESTVIEW HEIGHTS PLAT 1, A DISTANCE OF 198.12 FEET; THENCE NORTH 00°36'21" EAST, 152.23 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 10030.00 FEET, WHOSE ARC LENGTH IS 100.32 FEET AND WHOSE CHORD BEARS NORTH 00°19'09" EAST, 100.32 FEET; THENCE NORTH 00°01'58" EAST, 674.14 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 105.00 FEET, WHOSE ARC LENGTH IS 15.61 FEET AND WHOSE CHORD BEARS NORTH 04°13'35" WEST, 15.60 FEET; THENCE SOUTH 89°58'02" EAST, 197.41 FEET TO THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY 69; THENCE SOUTH 00°02'35" WEST ALONG SAID WEST RIGHT OF WAY LINE, 944.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.25 ACRES (185,278 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

- Section 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
- **Section 3:** This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

2019.	PASSED AND APPROVED this	day of	
		Craig D. Henry, Mayor	
ATTE	ST:		
Jolene	Lettow, City Clerk		

Record Of Vote of Ordinance No. 501

First Reading		···-	(Date)
Roll Call	Aye	Nay	Absent
Dave Jensen	<u>. </u>		
Dave Kuhn			E
Greg Mulder			
Rick Peterson			
Tracey Roberts		_	
Second Reading	· ·		(Date)
Roll Call	Aye	Nay	Absent
Dave Jensen			-
Dave Kuhn			
Greg Mulder	-	_	-
Rick Peterson			
Tracey Roberts		-	-
Third Reading			(Date)
Roll Call	Aye	Nay	Absent
Dave Jensen			
Dave Kuhn	-		
Greg Mulder	<u> </u>		
Rick Peterson		_	V
Tracey Roberts			

STATE OF IOWA
COUNTY OF STORY
CITY OF HUXLEY

SS:

I, the undersigned, City Clerk attached is a true, correct and complet relating to the adoption of an ordinanc Chapter 165 of the Huxley Municipal C	te copy of all the re e entitled "Ordinan	ecords of the City Counci	l of the City
WITNESS MY HAND this	day of	, 2019.	
	Jolene	e Lettow, City Clerk	<u> </u>

ORDINANCE NO. 502

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HUXLEY, IOWA, CHAPTER 166, SUBDIVISION REGULATIONS, MINIMUM IMPROVEMENTS

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

Section 1. The Code of Ordinances of the City of Huxley, Iowa, is hereby amended in Section 166.10, Minimum Improvements, by deleting the stricken language as follows:

166.10 MINIMUM IMPROVEMENTS. The improvements set forth in this section shall be considered the minimum improvements necessary to protect the public health, safety and welfare.

- 1. Streets. The subdivider of land being subdivided shall provide the grading of the entire street right-of-way, alley or public place and provide appropriate PCC paving, including curb and gutter on all streets to the plat boundary. All streets or alleys shall be of such width and shall be so constructed as to meet the standards of the City. Under some circumstances the City may require, as a condition for approval of the plat, dedication and improvement of a street having a width greater than outlined in Section 166.20 of this chapter or a thickness greater than that outlined in the design standards to meet the needs of the platted area, but necessary to complete the City street system as it relates to both the area being platted and other areas. In such event, the City will pay the subdivider the difference in cost of improving the wider and/or thicker street and the street width and/or thickness reasonable to meet the foreseeable needs of the subdivision taken alone. The streets shall, upon final observation, approval and acceptance by the City, become the property of the City. The developer may be responsible for all or a portion of the cost of paving of adjoining unpaved street.
- 2. Sanitary Sewer System. The subdivider of the land being platted shall make adequate provision for the disposal of sanitary sewage from the platted area with due regard being given to present or reasonably foreseeable needs. There shall be constructed, at the subdivider's expense, a sanitary sewer system including all necessary pumping stations, pumping equipment, manholes and all other necessary or desirable appurtenances to provide for the discharge of sanitary sewage from all lots or parcels of land within the platted area to a connection with the City's sanitary sewers. Mains shall be extended to plat boundary where extension will be needed. The sanitary sewer system shall be constructed in accordance with the current City standards and at the sewer grades approved by the City. Under some circumstances the City may require, as a condition of approval of the plat, installation of a sanitary sewer that is larger than necessary to complete the City sanitary sewer system as it relates to both the area being platted and other areas. In such event, the City will pay the subdivider the difference in cost of pipe and installation between the larger sewer and the diameter of sower reasonable to meet the foreseeable needs of the area. The above-mentioned facilities for the collection and disposal of sanitary sewage from the platted area shall, upon final observation, approval and acceptance by the City, become the property of the City.
- 3. Storm Sewer System. The subdivider of land being platted shall install and construct a storm sewer system adequate to serve the area, including anticipated extension of use to serve additional areas. Mains shall be extended to plat boundary where extension will be needed. The storm sewer system shall be

constructed in accordance with the current City standards and at sewer grades approved by the City. Under some circumstances the City may require, as a condition of approval of the plat, installation of a storm sewer system that is larger than necessary to meet the needs of the platted area, but necessary to complete the City storm sewer system as it relates to both the area being platted and other areas. In such event, the City will pay the subdivider the difference in cost of pipe and installation between the larger sewer and the diameter of sewer reasonable to meet the foreseeable needs of the area. The sewers shall, upon final observation, approval and acceptance by the City, become the property of the City. In the storm sewer design phase, consideration shall be given to alternatives and principles of storm water management, or the provisions of a storm water management plan if such plan has been adopted by the City.

- 4. Water Main System. The subdivider of land being platted shall install and construct a water main system to adequately serve all lots or parcels of land within the platted area, with due regard to the present and reasonably foreseeable needs of the entire area, and shall connect the same to the City's existing water mains. Mains shall be extended to plat boundary where extension will be needed. The water mains and appurtenances system shall be constructed in accordance with the current City standards. All water lines shall be at least eight inches in diameter and looped as may be required by the City. Under some circumstances the City may require, as a condition for approval of the plat, installation of a water main that is larger than necessary to complete the City water distribution system as it relates to both the area being platted and other areas. In such event the City will pay the subdivider the difference in cost of pipe and installation between the larger water main and the diameter of water main reasonable to meet the foreseeable needs of the area. The water mains shall, upon final observation, approval and acceptance by the City, become the property of the City.
- 5. Sidewalks. The developer of land shall install sidewalks to current City standards (SUDAS) with a minimum width of five (5) feet at his or her expense where the fronts, rears or sides of lots front an existing or platted street adjacent to or within the proposed plat as well as within parks and open spaces as directed by the City. The sidewalk shall be extended to the part or open space boundary through the developable subdivided areas to a proposed or existing street right-of-way as directed by the City. Each individual lot developer contained within the subdivision plat shall install all other sidewalks within the subdivision as required by this Code of Ordinances. As a condition for approval of the plat, installation of a sidewalk wider than five (5) feet may be necessary to complete the City Trails system as it relates to both the area being platted and other areas. In such event the City will pay the sub divider or developer the cost of the additional sidewalk width above the required five—foot minimum. The sidewalk shall, upon final observation, approval and acceptance by the City, become the property of the City. All work shall be completed prior to the issuance of any certificate of occupancy. All sidewalks on vacant lots in a subdivision shall be installed within eight (8) years of final plat approval.
- 6. Street Lighting. The subdivider of land being platted shall, at his or her expense, provide for street lighting. The subdivider shall coordinate with the necessary agencies to provide such lighting and shall submit to the City, for review and approval, a plan consistent with the current edition of the *Iowa Statewide Urban Design Standards for Public Improvements*, as amended by the City. The street lighting shall, upon final observation, approval and acceptance by the City, become the responsibility of the City.
- 7. Electrical/Telecommunication Service. The subdivider of land being platted shall, at his or her expense, provide for underground electrical/telecommunication service to the land being platted and each of its parcels contained therein. The subdivider shall coordinate with the necessary agencies to provide such service in accordance with the controlling agencies' regulations and requirements.

- 8. Street Signs and Traffic Signalization. The subdivider of land being platted shall, at his or her expense, provide for signage and installation of permanent street and traffic control signs consistent with the City's standards. In the event the land being platted directly results in the need for traffic signalization, the proportion of traffic directly attributed to the proposed subdivision and contributing to the need of such signalization may be included in the subdivision plat at the subdivider's expense. The portion of the traffic contributing to the need for traffic signalization as a result of existing conditions prior to the proposed subdivision shall be at the City's expense. The traffic signalization shall, upon final observation, approval and acceptance by the City, become the property of the City.
- 9. Fire Hydrants. The subdivider of land being platted shall install and connect to the waterworks system fire hydrants as required by the Council. Fire hydrants shall be located in accordance with current City standards. In no instance shall a hydrant be located farther than 300 feet from any structure. The type of fire hydrant shall be determined by the Public Works Director.
- 10. Subsurface Drainage. The subdivider of land shall install a collector storm sewer line designed to carry water from residential sump pumps to a public storm sewer system or other acceptable drainageway in accordance with City standards and to take into consideration volume of flows, soil conditions, etc. The storm sewer lines running within the street right-of-way shall be owned by the City. The lines running from a residence and connecting to the City storm sewer system shall be privately owned.
- 11. Studies. The subdivider and/or developer of land shall be responsible for improvements or studies that the County Engineer deems necessary because of the impact of their development on the surrounding area.

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

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

2019.	PASSED AND APPROVED this	day of	······································
		Craig D. Henry, Mayor	
ATTE	ST:		
Jolene	Lettow, City Clerk		

Record Of Vote of C	<u>Ordinance</u>	No. 50	2
First Reading	W		(Date)
Roll Call			Absent
Dave Jensen			
Dave Kuhn	-		
Greg Mulder			
Rick Peterson			
Tracey Roberts	************	-	
Second Reading			(Date)
Roll Call	Aye	Nay	Absent
Dave Jensen	/==		
Dave Kuhn		-	
Greg Mulder			<u> </u>
Rick Peterson	-		
Tracey Roberts			-
Third Reading	·		(Date)
Roll Call	Aye	Nay	Absent
Dave Jensen	-		
Dave Kuhn		 -	-
Greg Mulder			
Rick Peterson			
Tracey Roberts			

Pa	ge	4	of	4

Publication Date:

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. 502. An Ordinance Amending Chapter 166 of the Huxley Municipal Code of Iowa.
WITNESS MY HAND this day of, 2019.
Jolene Lettow, City Clerk

Prepared by John Haldeman, City Administrator, for the City Council meeting to be held on the 27th day of August, 2019.

RESOLUTION NO. 19-115

RESOLUTION APPROVING CONSTRUCTION PLANS RESUBMITTED FOR THE WESTVIEW HEIGHTS SUBDIVISION PLAT #2, TO THE CITY OF HUXLEY, IOWA ELIMINATING GRANULAR SUBBASE AND SUBDRAIN.

WHEREAS, the Construction Plans for the Westview Heights Subdivision Plat #2 have been resubmitted for review by Public Works and the City's Engineer; and

WHEREAS, the resubmission was due to the striking the use of granular subbase and subdrain on residential streets within the subdivision; and

WHEREAS, the review has taken place and the recommendations have been submitted to the developer.

BE IT RESOLVED, THEREFORE, that the Construction Plans for the Westview Heights Subdivision Plat #2 has been recommended for approval, subject to the conditions (if any) as set forth below and in the attached document;

1. 2.													
Roll Call	Aye	Nay	Absent										
David Jensen David Kuhn Greg Mulder Rick Peterson Tracey Roberts													
PASSED, ADOPTED AND APPROVED this day of August, 2019													
8	APPRO	OVAL BY MA	<u>YOR</u>										
I hereby approve the fo Mayor of the City of Huxley, Ic	regoing <u>Resolut</u> owa, this	ion No. 19-115 lay of August, 2	by affixing below my official signature as 019.										
		Craig D. H	Ienry, Mayor										
		Oluig D. II	omy, wayor										
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)

August 21, 2019

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

HUXLEY, IOWA
WESTVIEW HEIGHTS PLAT 2
CONSTRUCTION PLANS

We have reviewed the revised construction plans for Westview Heights Plat 2 and find it acceptable.

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

VEENSTRA & KIMM, INC.

Forrest S. Aldrich

FSA:dml 45229-041

cc: Jeff Peterson, City of Huxley (e-mail)
Roger Wheeler (e-mail)
Erin Ollendike, Civil Design Advantage (e-mail)

CONSTRUCTION PLANS FOR:

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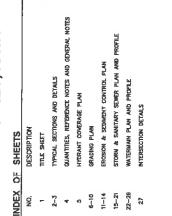
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DEVELOPMENT SCHEDULE



08/26/2019 07/18/2019 08/02/2019 08/20/2019

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SUBMITTAL DATES

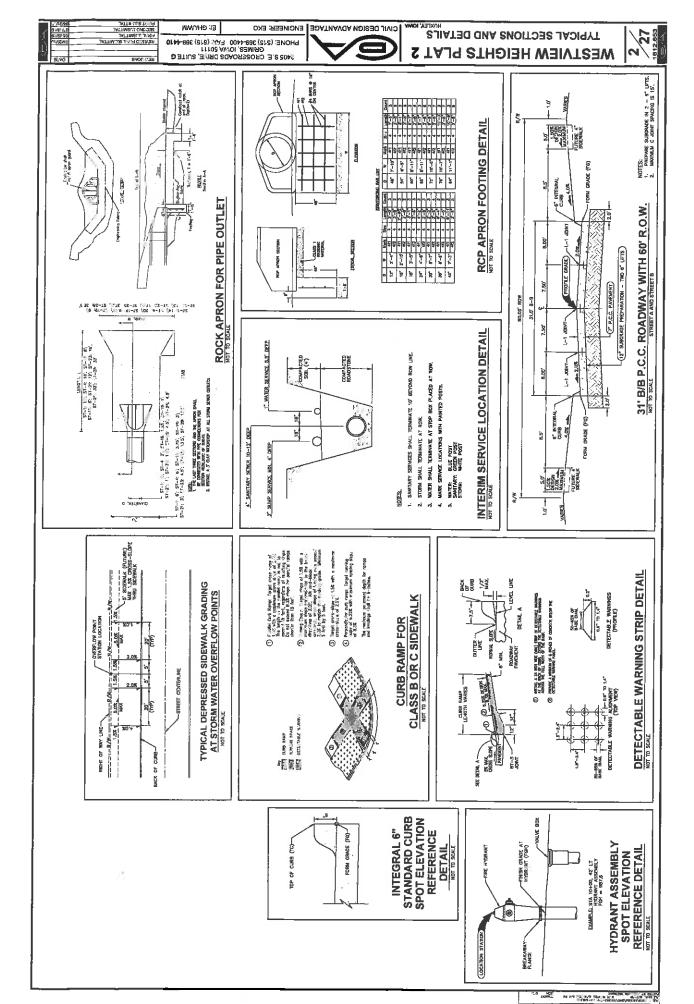
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DATE



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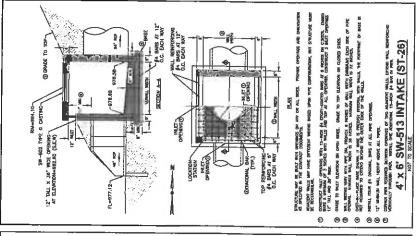
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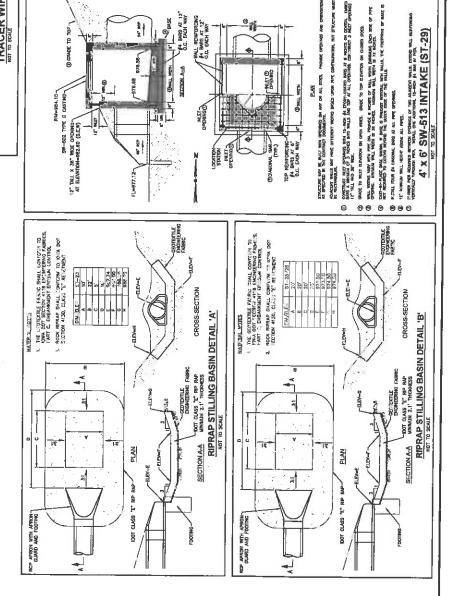
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ACCESSIBLE CURB RAMPS UP TO AND INCLUDING TURNING SPACE SHALL BE B-INCHES THICK,

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REFER TO SHEETS 10 AND 27 FOR LOCATION AND CONSTRUCTION DETAILS.

REFER TO CHEETS 11-14 FOR SEPARATE STORM WATER POLLUTION PREVENTION PLAN (SWHT) FOR DETAILS nstall engneering fabric under all mip rap. Engneering fabric shall be considened incidental. Réfer to sheet 2 por details. temporary turnaround shall be paned if phase 2 construction has not started by the time the Table past for phase 1 is accepted by 12ty council refer to sheet 5 for location of temporary Tablemound

REFER TO DETAIL ON SHEETS 5 AND 7 FOR LOCATION AND CONSTRUCTION DETAILS,

REFER TO FIG. 4040.232 - SUBDRAIN CLEANOUTS FOR CONSTRUCTION DETAILS.

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	18. THE CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC CONTROL SHALL CORPLY WITH MUTCD AND SHALL BE CONSIDERED MODERIAL TO CONSTRUCTION.	17. ALL SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONOING.	16. DO NOT STORE CONSTRUCTION MATERIALS AND EQUIPMENT IN THE RIGHT OF WAY,	18. ALI PROPERTY PINS SHALL BE PROTECTED FROM CRADING OR OTHER OPERATIONS, ARY PINS DISTURBED SHALL BE RESET AT THE CONTRACTOR'S EXPENSE.	20. ALL PELD TILES ENCOUNTERED SHALL BE REPARED AND CONNECTED TO STORM SEMBRE WASRE POSSIBLE, LOCATIONS SHALL BE PROMISED TO ENGINEER FOR NOTATION OF ASS-BLALES INCLUDING LOCATION, TYPE OF TILE, & "TILE ELEVATION,"	2), PRIOR TO ANY WORK AT THIS STE, CONTRACTOR SHALL EXAMINE ANY ADPLICABLE DRAWINGS ANALUBLE FROM THE OWNER OR ENTIRETS, AND COMBILLY WIN DIMENSE SPERSOWEL, MAN DILLITY CENTRY PEPFESIDITATIVES. NO DOMENSATION WILL BE ALLOWED FOR DAMAGE FROM FALLING TO COMPTY WITH THE RECLARGIBENT.	22 CONTRACTOR SHALL COMPLY WITH ALL FROWAG A.D.A. RECURGAENTS FOR ACCESSINE SDEWALK RAMPS INCLIDING RAISED TRUNCATED DOME DETECTABLE WARNINGS.	23. ODTRAKTOR SMALL NOT GISTING DESPARAGE GRASS AREAS AND TREES OUTBIGE THE CONSTRUCTION (MATER). THE COMPILATION WELL NOT BY DESPARAGE ASSEMBLY CONSTRUCTION USE THE CARRIES, THE STRAKES OF WAITENALS. PRINCE AND STRIVES, MASS WILL ARE SUBJECT TO THE APPROVIL, OF THE OWNITS HERE AREAS FOR STRAKES OF WAITENALS.	24, ALL MATERIAL TESTING SHALL BE COMBINERED INCIDENTAL TO OTHER CONSTRUCTION.	25. ALL MANHOLE THREE PIECE CASTINGS ARE NOT TO BE BOXED OUT IN THE PAYEMENT.	

ESTIMATED PROJECT QUANTITIES	S			ESTIMATE REFERENCE INFORMATION
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CA SEMER, TRENCHED, 18" RCP	5	332	_	
NA SEWER, INFORMED, 24" RCP.	5	2 <u>5</u>	,	excannion includes all work necessary to achieve proper chades as shown in the plans. No payment for overshall shall be allowed.
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1M SEWER, 12" RCP APRON	¥	4		PIPE TRENCH BEDONG FOR BEDONG AND BACKTLE LONGS AND PIE. JOHANN - PLEXBLE GRANTY
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INC FOR CONCRETE RIPE APRON. RCP. 54 IN. DIA.	5 2	4 6		TRACER WIRE ACCESS BOX LOCATIONS. TRACER WIRE SHALL BE PROJUCE ALONG STORM SEWER MAINS.
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SP MAIN, TRENCHED, 8" DIA	5	1.425		C. C
TR SERVICE STUBL 1" DIA.	ដ	100	p	PODING ORAN COLLECTOR PIPES SHALL BE SOR 35 PVC. REFER TO FIG. 4040.231 (CASE E, TYPE 2).
E, 5° D/A.	ជ	#fi	6, 13, 30	REFER TO SHEET 2 FOR THRICAL SERVICE STUB DETAIL,
HYDRANT ASSEMBLY	á	117	12	STORM TEWER SERVICES SHALL BE PMC SCHEDULE 40, STORM SENER SERVICES SHALL BE EXTENDED WITH AN
ORARY BLOWOFF FIRE HYDRANT	EA	2		LIBOW TO FINISH GRADE AND CAPPED.
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THE THE SWITCH, 40 IN. DIA.	ង ខ	60		in the second se
(F THE SW-503	5 6	- -	22-23	REFER TO FIG. 4030,221 — RCP APRON SECTION FOOTING DETAIL, FOR FOOTING CONSTRUCTION DETAILS.
(E TYPE SW-505	2			REFER TO FIG. 4030,225 METAL PIPE APRONS AND APRON GUARDS FOR CONSTRUCTION DETAILS.
35 TYPE SW-506	3	2	BZ	MERCENTO FIRE JUTO, TO AND JOIGNIDA FOR PIPE EMBEDIMENT DETAILS. CHAMILAR PIPE BEDGING SHALL BE
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3405 S.E. CROSSROADS DRIVE, SUITE G CRIMES, IOWA, SO111 PHONE, (515) 369-4410 PHONE, (515) 369-4410

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REFER TO PIG. 6010,506 — DOUBLE GRATE INTAKE WITH MANHOLE FOR CONSTRUCTION DETAILS. REFER TO FIG. BOID.503 — SINGLE GRATE INTAKE WITH MANHOLE FOY CONSTRUCTION DETAILS.

REFER TO SHEET 3 FOR CONSTRUCTION DETAILS.

REFER TO FIG. BOYGLSGS - DOUBLE GRATE INTAKE FOR CONSTRUCTION DETAILS. REFER TO FIG. BOJO.501 — SINGLE GRATE INTAKE FOR CONSTRUCTION DETAILS.

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THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT 800—212—8989 AT LEAST 46 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.

ALLIANT ENERGY JOE LOONAR OR 1284 XE PLACE AMES, 1A 50014 (815) 268-3435

CARLE PURSECANTEMENT HOREY COMMUNICATIONS ROLL MANA AND PO BOX 38 HIMLEY, IN SOR24 (315) SAY-2888

UTILITY CONTACTS

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THE CONTRACTOR IS REQUIRED TO BE FAMILIAR WITH AND COMPLY WITH GENA. STANDARDS. NOTHING WITHIN THESE PLANS SHALL RELIEVE THE CONTRACTOR OF THIS REQUIREMENT. ŧ

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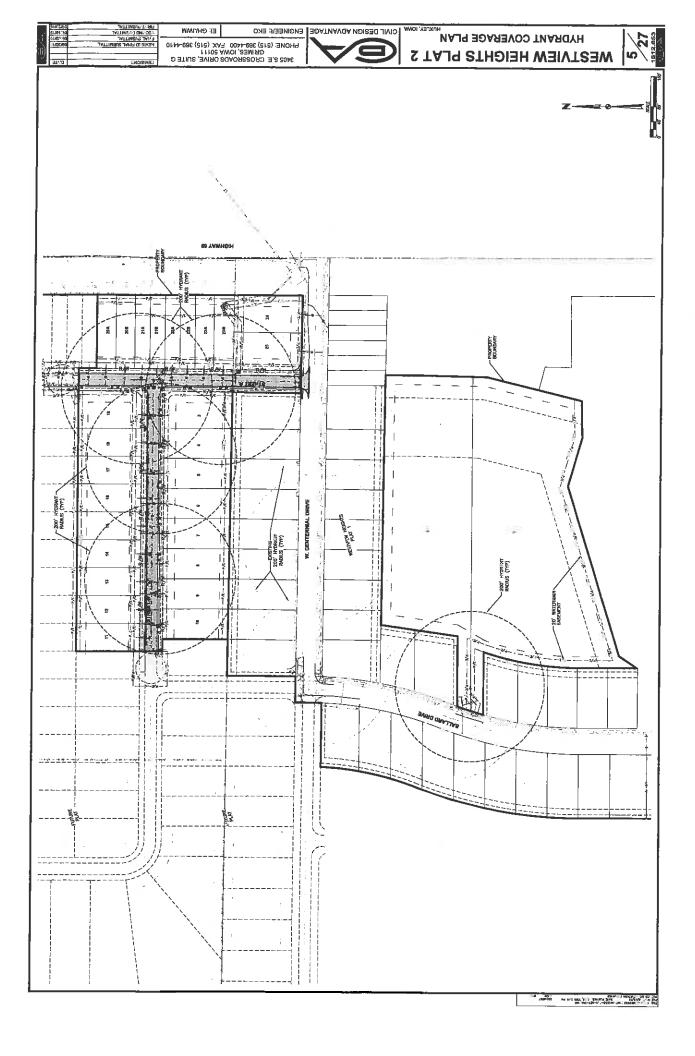
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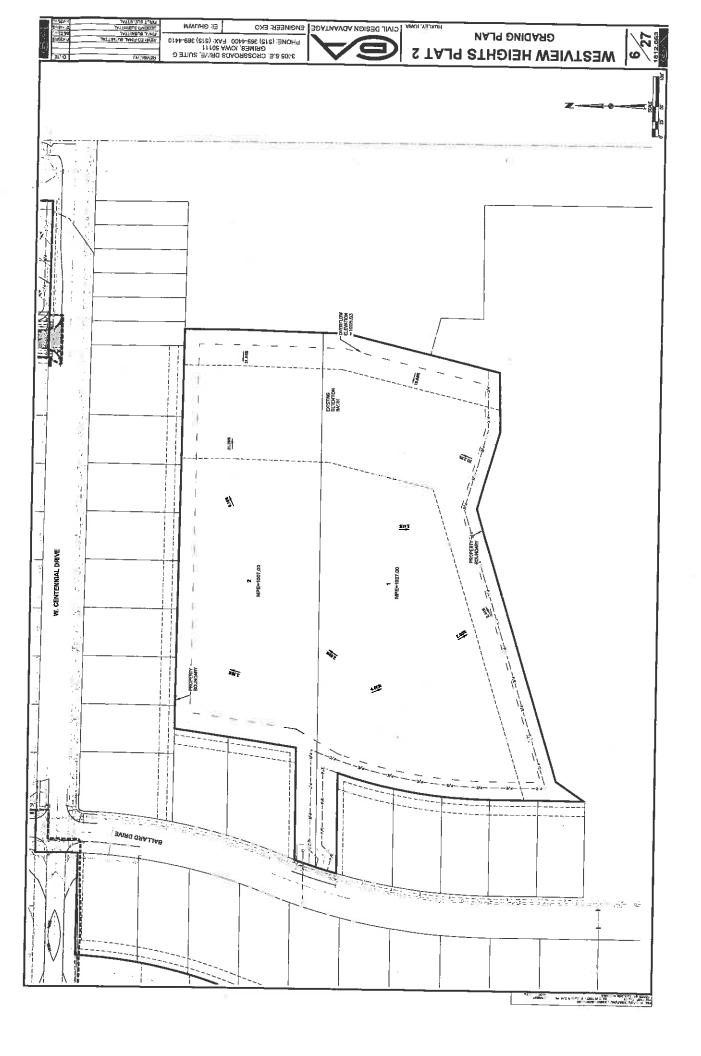
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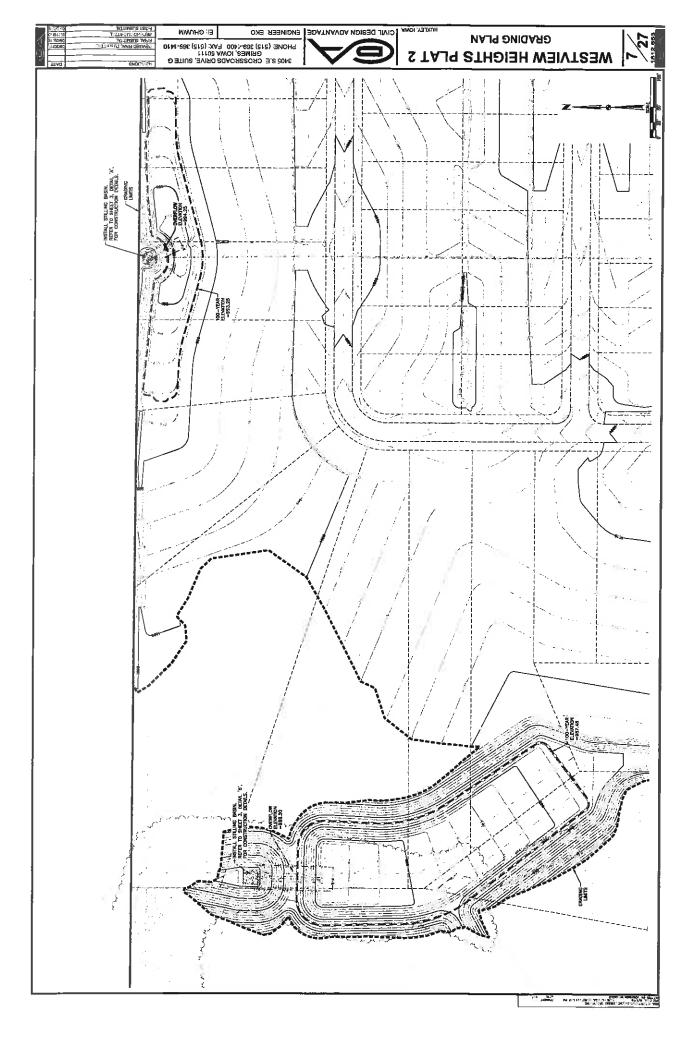
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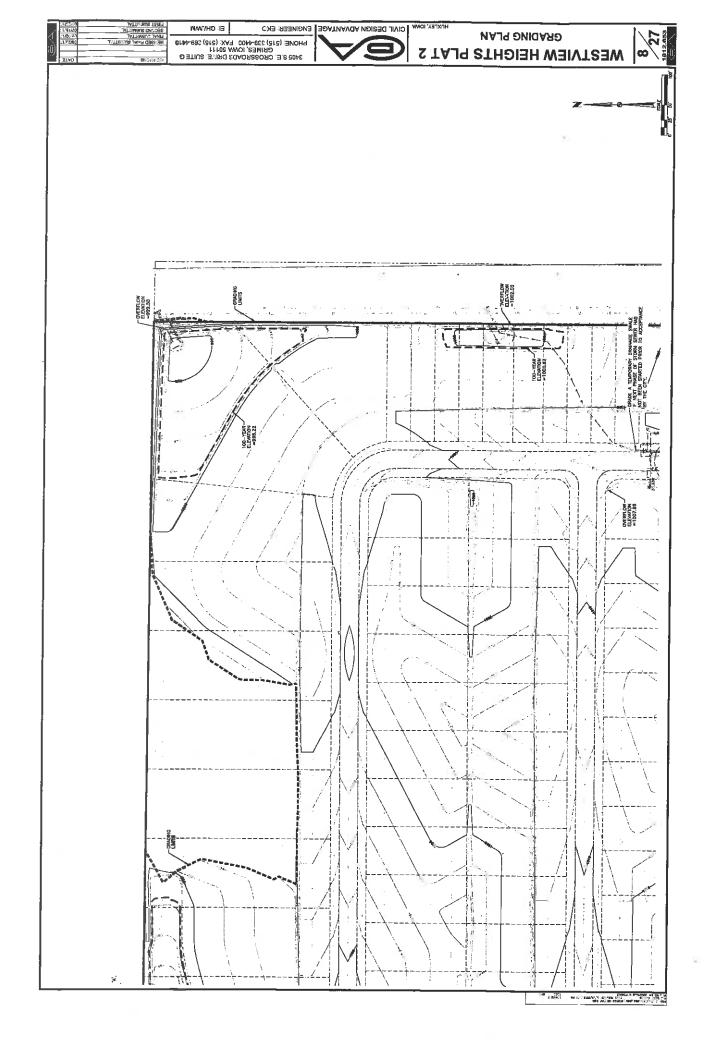
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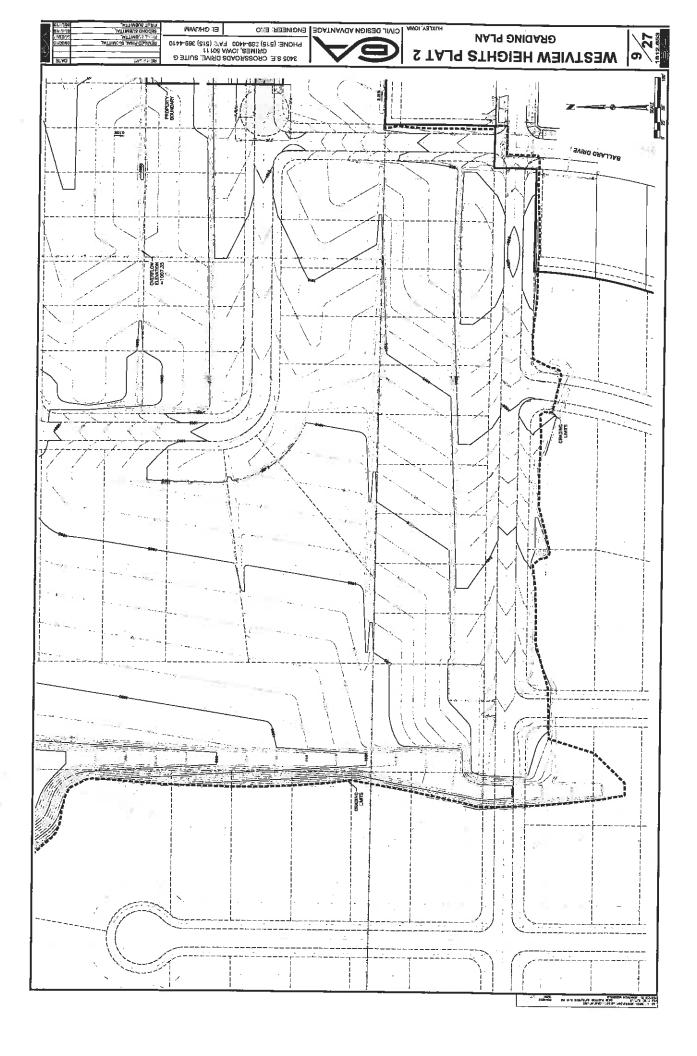
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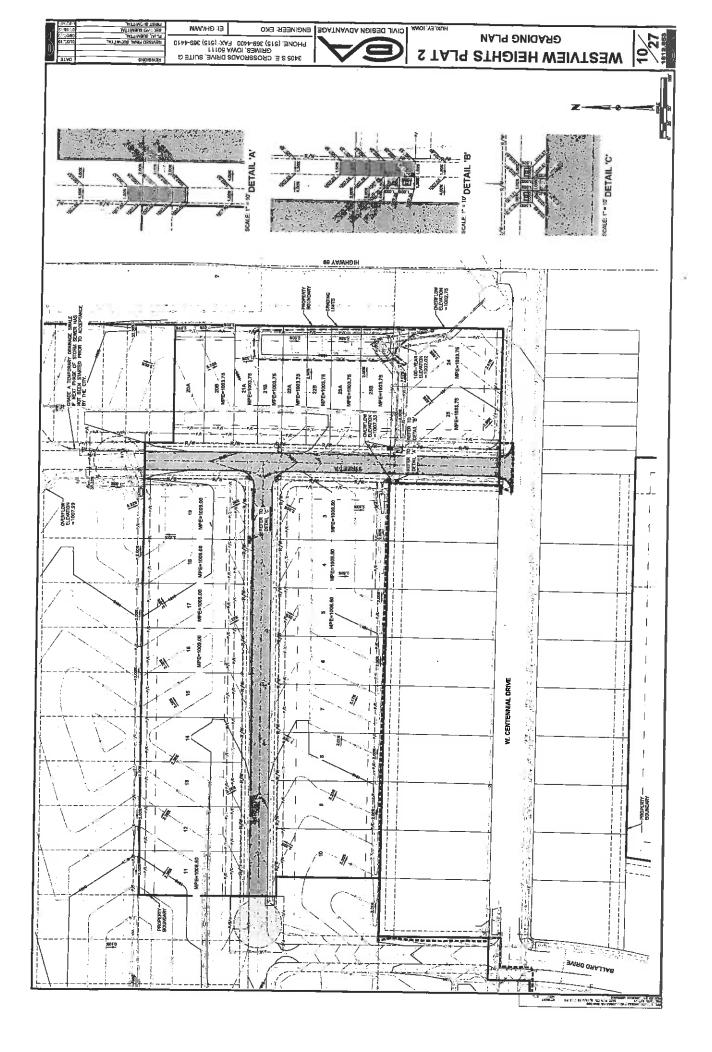


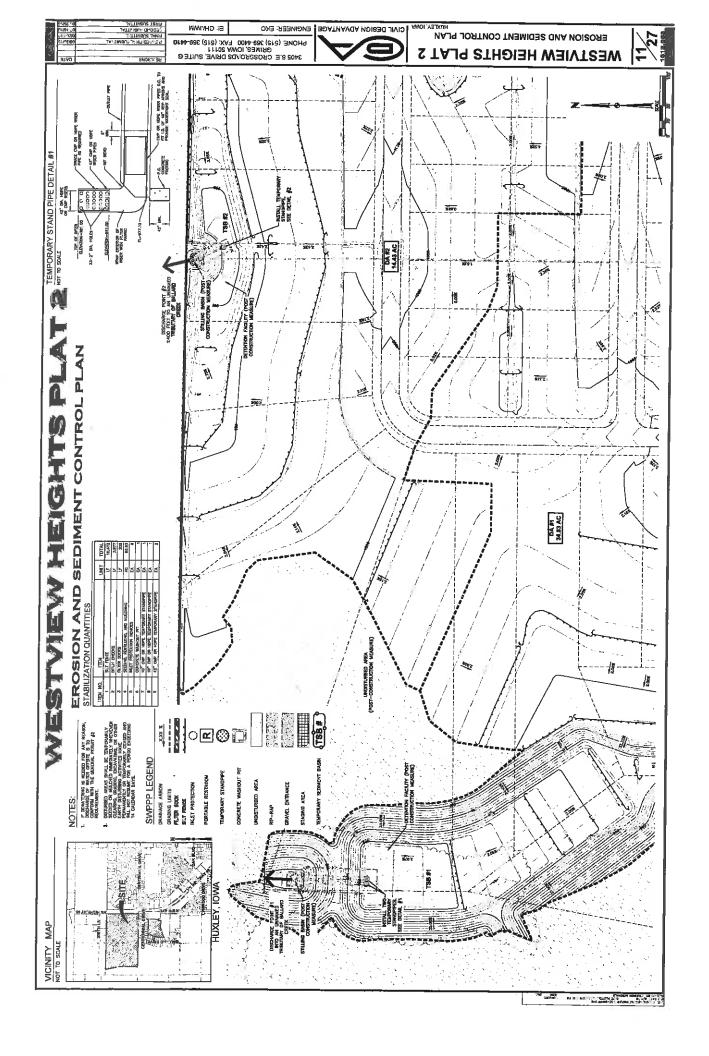


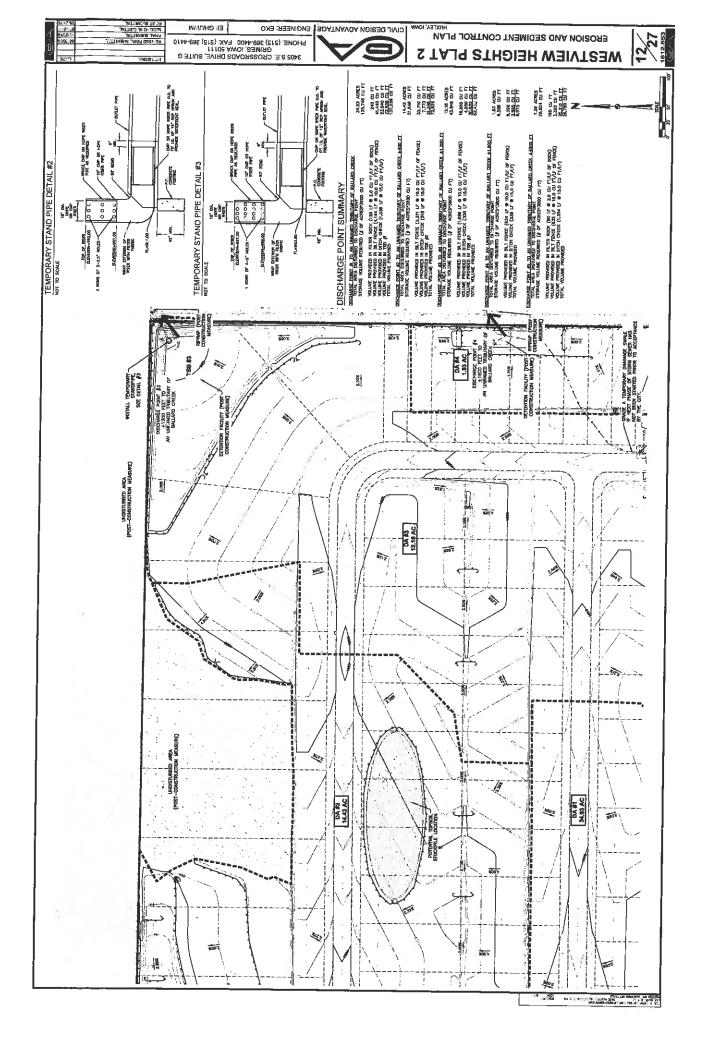


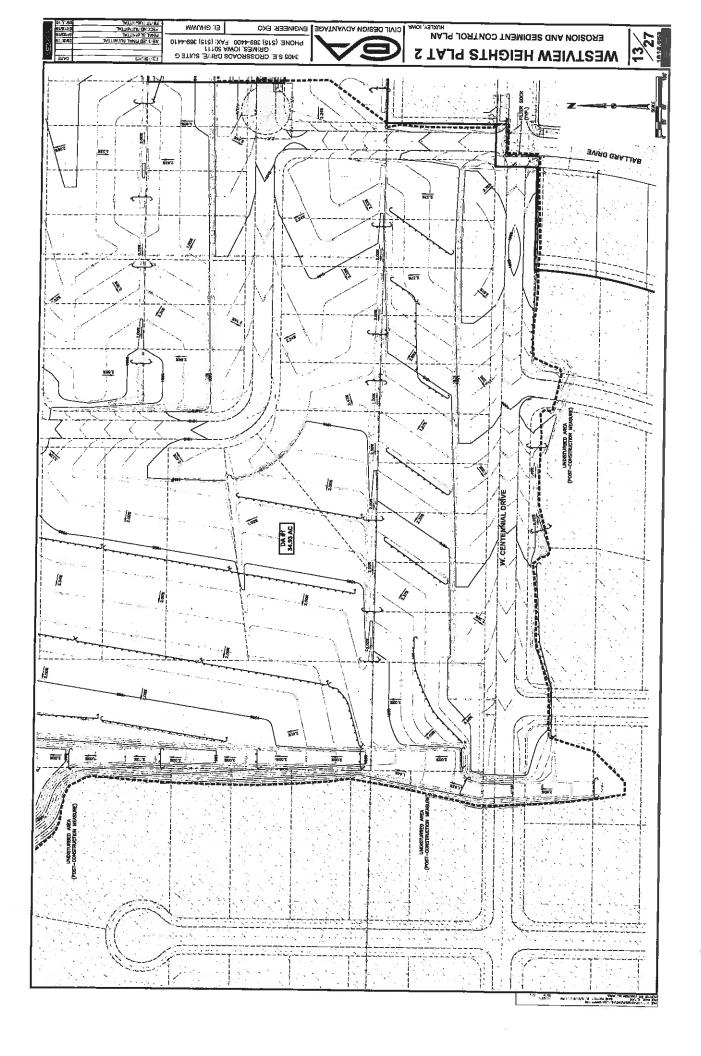


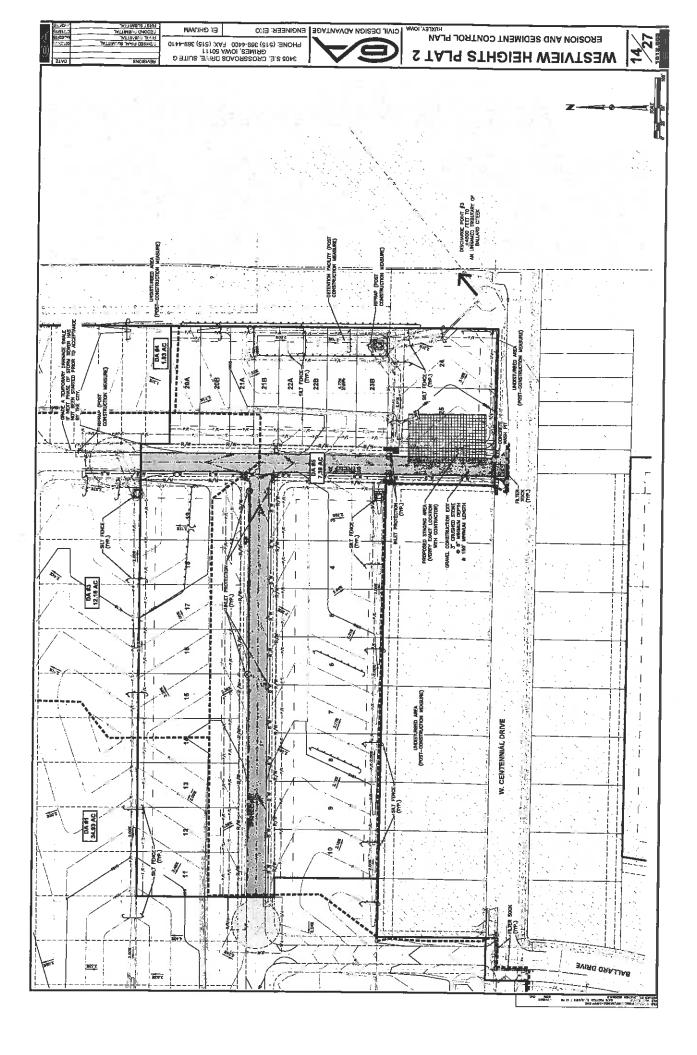












Prepared by John Haldeman, City Administrator, for the City Council meeting to be held on the 27th day of August, 2019.

RESOLUTION NO. 19-116

RESOLUTION APPROVING CONSTRUCTION PLANS FOR WESTVIEW HEIGHTS PLAT #3, TO THE CITY OF HUXLEY, IOWA.

WHEREAS, the Construction Plans for the Westview Heights Plat #3 has been submitted for review by Public Works and the City's Engineer; and

WHEREAS, the review has taken place and the recommendations have been submitted to the developer.

BE IT RESOLVED, THEREFORE, that the Construction Plans for the Westview Heights Plat #3 has been recommended for approval, subject to the conditions (if any) as set forth below and in the attached document;

1. 2.									
Roll Call	Aye	Nay	Absent						
David Jensen David Kuhn Greg Mulder Rick Peterson Tracey Roberts									
PASSED, ADOF	TED AND APPR	OVED this	day of August, 2019						
I hereby approve Mayor of the City of Hux	APPROVAL BY MAYOR I hereby approve the foregoing Resolution No. 19-116 by affixing below my official signature as Mayor of the City of Huxley, Iowa, this day of August, 2019.								
		Craig 1	D. Henry, Mayor						
ATTEST:									
Jolene Lettow, City Cle	rk								



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320 515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

August 23, 2019

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

HUXLEY, IOWA
WESTVIEW HEIGHTS PLAT 3
CONSTRUCTION PLANS

We have reviewed the construction plans for Westview Heights Plat 3 and find them acceptable.

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

VEENSTRA & KIMM, INC.

Forrest S. Aldrich

FSA:dml 45229-044

cc: Jeff Peterson, City of Huxley (e-mail) Erin Ollendike, Civil Design Advantage (e-mail) CONSTRUCTION PLANS FOR:

PLATO **HEIGHTS** と同の

HUXLEY, IOWA

QUANTITES, REFERENCE NOTES AND GENERAL NOTES

HYDRANT COVERAGE PLAN

GRADING PLAN

7-B

TYPICAL SECTIONS AND DETAILS

DESCRIPTION

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THE SHEET

INDEX OF SHEETS

STORM & SANITARY SENER PLAN AND PROPILE

WATERMAIN PLAN AND PROFILE

INTERSECTION DETAILS

EROSION & SEDMENT CONTROL PLAN

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OWNER / APPLICANT	CONTACT: DICKSON ENSEN 4611 MORTENSEN ROAD, BUITE 108 A453, IA BODT 4 BALL AART AND	ENGINEER SURVEYOR	CYAL DESIGN ACMANTAGE 3405 SE CATOSATIONS DRIVE, SUITE 6 GAILAES, KOWA SOTT 1 PH. (S1s) 3998—4400	FX. (513) 389—4410 CONTACT: ERNY OLLENDIKE EMAIL: ERMOGCDA—ENG.COM

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◎IOWA ONE CALL 1-800-292-8989 Www.lowmonacaR.com CIVIL DESIGN ADVANTAGE 3405 SE CROSSROADS DR. SUITE G GRIMES, IOWA 50111 PH: (515) 369-4400 Fax (515) 369-4410 PROJECT NO. 1906.296

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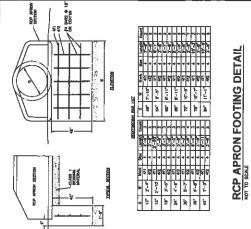


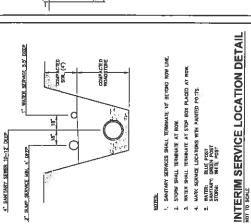
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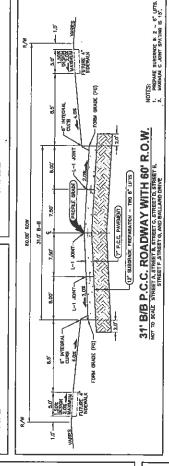
SUBMITTAL DATES
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SECOND SUBMITTAL: 08/20/2019

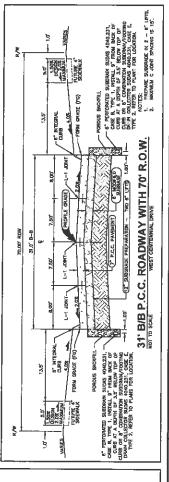
ENGINEES: EKO 3406 8.E. CROSSROADS DRIVE, SUITE G CRIMES, IOWA 50111 PHONE; (515) 369-4410 FAX; (515) 369-4410









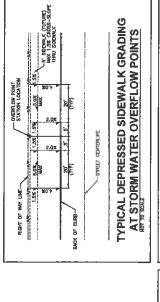


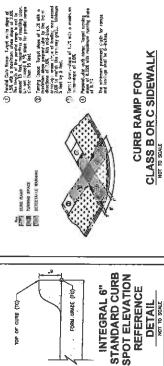
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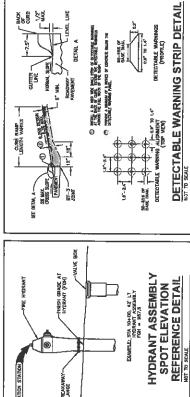
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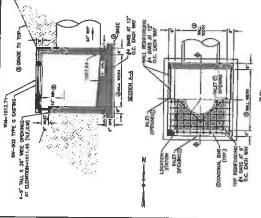


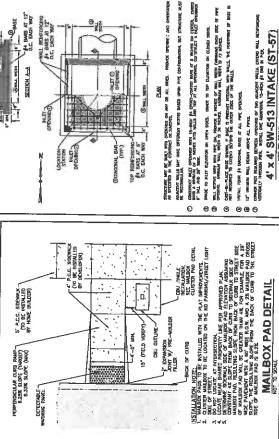


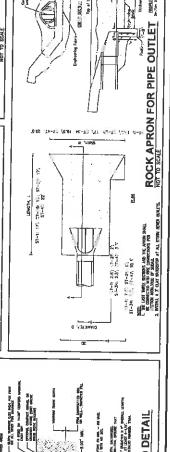
CIVIL DESIGN ADVANTAGE

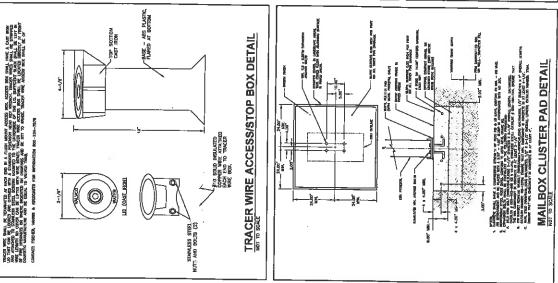
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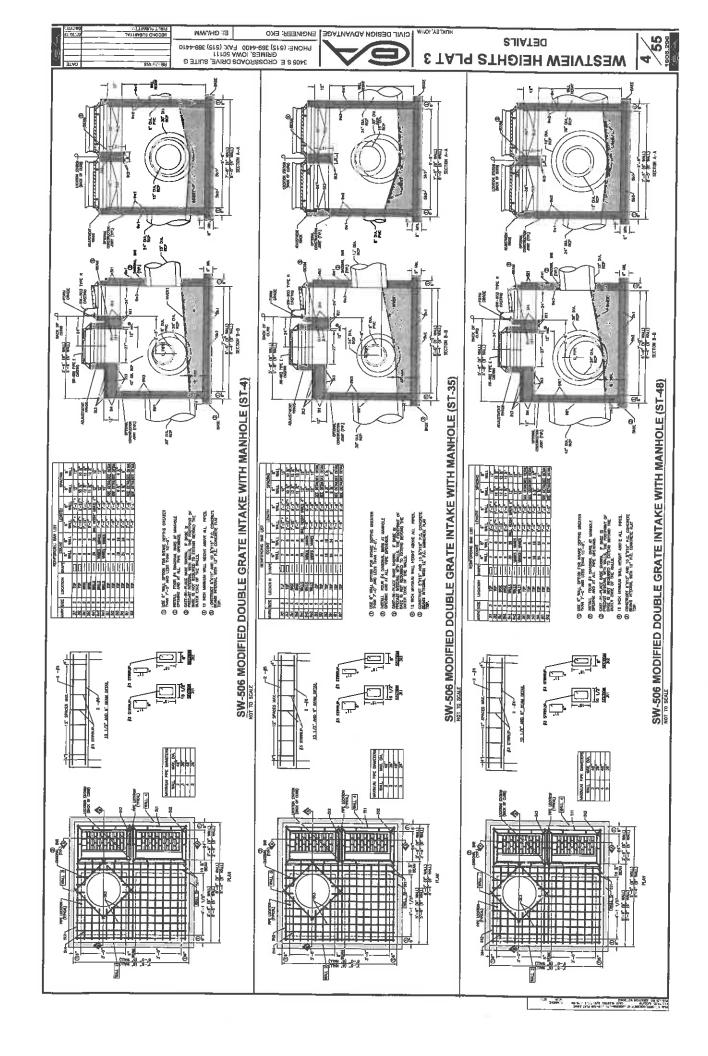
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WESTVIEW HEIGHTS PLAT 3
QUANTITIES, REFERENCE NOTES
AND GENERAL NOTES
AND GENERAL NOTES

CIVIL DESIGN ADVANTAGE

HALLE CANDIFICATIONS
HALL SCANDING TONS
BRANT STAMPER
HUXLEY, IA SCIZA
(SIS) 567-2889 UTILITY CONTACTS

WATER/SSWER/STORM, GTY OF HUMEY NETTH WITCHIM SI'S N MAIN ANENDE HUMEN, IA SOTZE (SIS) SA7-2256

6 ECTRIC CIPCO Maris CEDAR RAPIOS, (A 52403 (319) 366-8011 GAS/ELECTRIC ALLIANT ENERGY JACOB CLANK 1284 XE PLACE ANEX, 1A 50014 (315) 269—3412 CABLE/INTERNET
MEDIACON OF AMES
THE ADREON
AMES, IA SOCIO
(515) 233-2318

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ELFCTRIC CONSULTINE ENERGY KENN PETERSON 2074 AAZIN STREET AARSHALITOWN, IOWA 50158 841-752-1593 SHALL NOTIFY (48 HES NOTICE) THE FOLLOWINGS B. APPROPRIATE UTILITY COMPANIES D. CIVIL, DESIGN AD"ANYAGE PRIOR TO CONSTRUCTION, CONTRACTOR : CITY OF HUMEY CONNER

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GENERAL NOTES

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DESCRIPTION

DESCRIPTION ESTIMATE REFERENCE INFORMATION

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to fig. 6010.303 — Shole grate intace with manhole for construction details. To pig. 6010.306 — double grate intake for construction details. REFER TO FIG. 8010,508 - DOUBLE GRATE INTAKE WITH MANHOLE FOR CONSTRUCTION DETAILS. RETER TO SHEET 4 FOR CONSTRUCTION DETAILS, REPOR TO SHEET 3 FOR CONSTRUCTION DETAILS.

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3405 9.E CROSSROADS DRIVE, SUITE G CRIMES, 10WA 50111 PHONE: (515) 369-4400 FAX: (515) 369-4416

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95ED, FERTUZE AND MALCH ALL DISTURBED AREAS ONCE THEY ARE AT FINAL GRADE WITH TYPE 4 — UMBAN TEMPORARY EROSION CONTROL MIXTURE. NETER TO SHEETS 10—12 FOR SEPARATE STORM WATER POLLUTION PREVENTION PLAN (SWOPP) FOR DETALS. INSTALL DIONEERING FABRIC LINDER ALL RIP RAP, ENCHEERING FABRIC SHALL BE CONSIDERED INCIDENTAL. REFER TO SHEET 3 FOR DETAILS. REPER TO JOHN DOT STANDARD ROAD PLAN S-182 FOR CONSTRUCTION OETALS, ITEM INCLUDES THE RELOCATION OF 5 DELINEATOR POSTS WITH SIGN PAINES AT EACH DEAD GNO STREET, 50-51

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refer to sheets x for construction detals. Walbox pads are located between lots 10/11, 20/21, 27/28, 34/35, 74/75, and 97/98. SEMER CLEANOLIS TO BE TYPE A-1, REFER TO FIG. 4040,232 FOR CONSTRUÇTION DETAILS. THE PLANS HAVE BEEN PERMITED AND WITGATED OFF SITE. THE CONTRACTOR SHALL OF THE HAPACTED WETLANDS SHOWN ON THE FLANS. PROTECT LINISTINGBED WETLANDS

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17, ALL SLOPES IN PAYDARNT SHALL BE LINFORM TO AVOID PONDING,

ANY PINS DISTURBED SHALL BE RESET AT ALL PLOPERTY PINS SHALL BE PROTECTED FROM GRADING OR OTHER OPERATIONS. THE CONTRACTOR'S EXPENSE. 18. DO NOT STORE CONSTRUCTION MATERIALS AND EQUIPMENT IN THE RIGHT OF WAY.

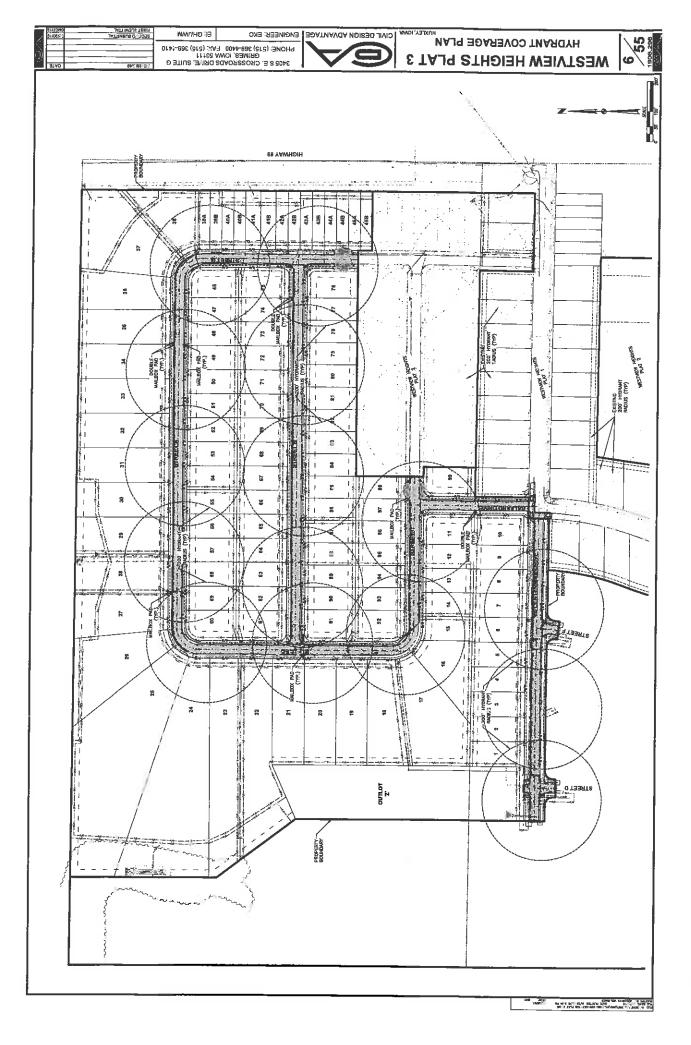
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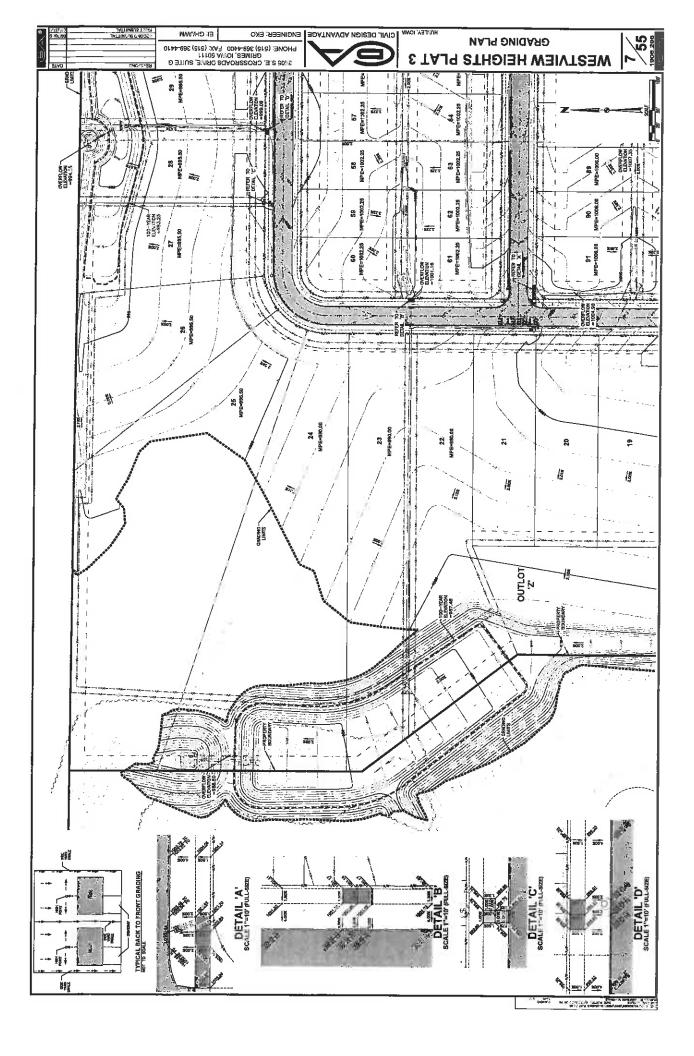
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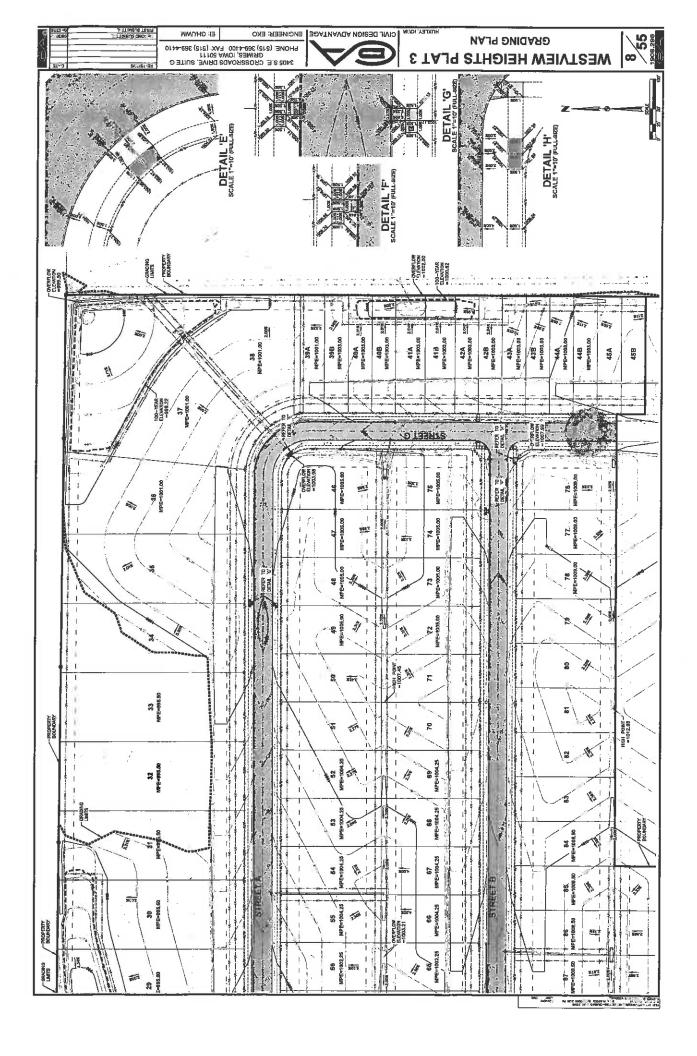
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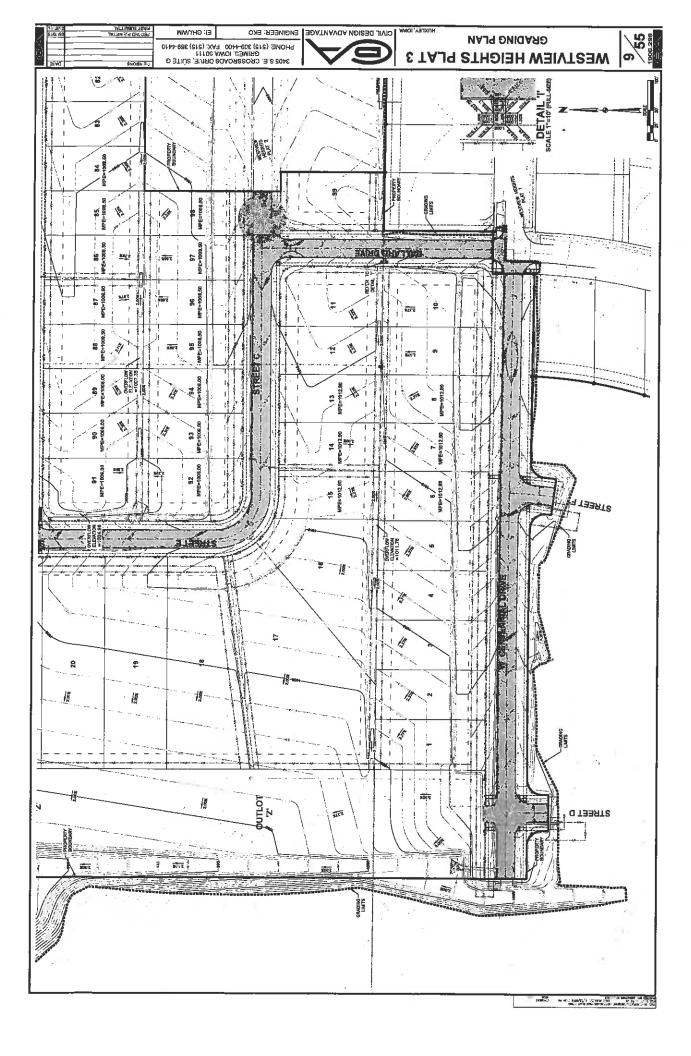
25. ALL MANHOLE THREE PIECE CASTINGS ARE NOT TO BE BOXED OUT IN THE PAVEMENT, 24. ALL MATERIAL TESTING SHALL BE CONSIDERED INCIDENTAL TO OTHER CONSTRUCTION

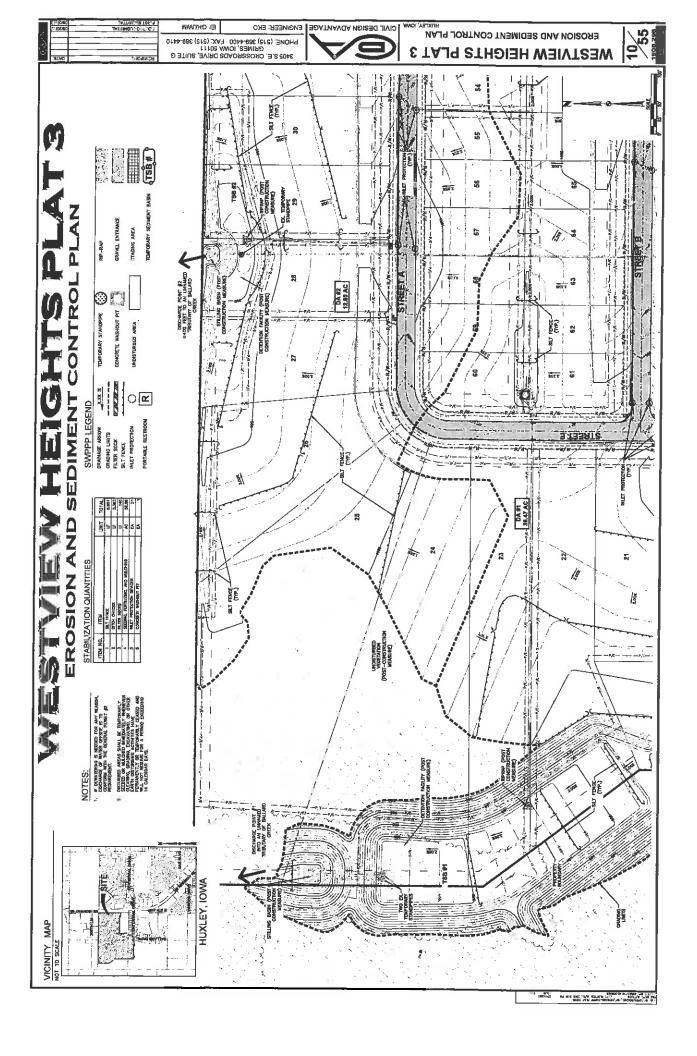
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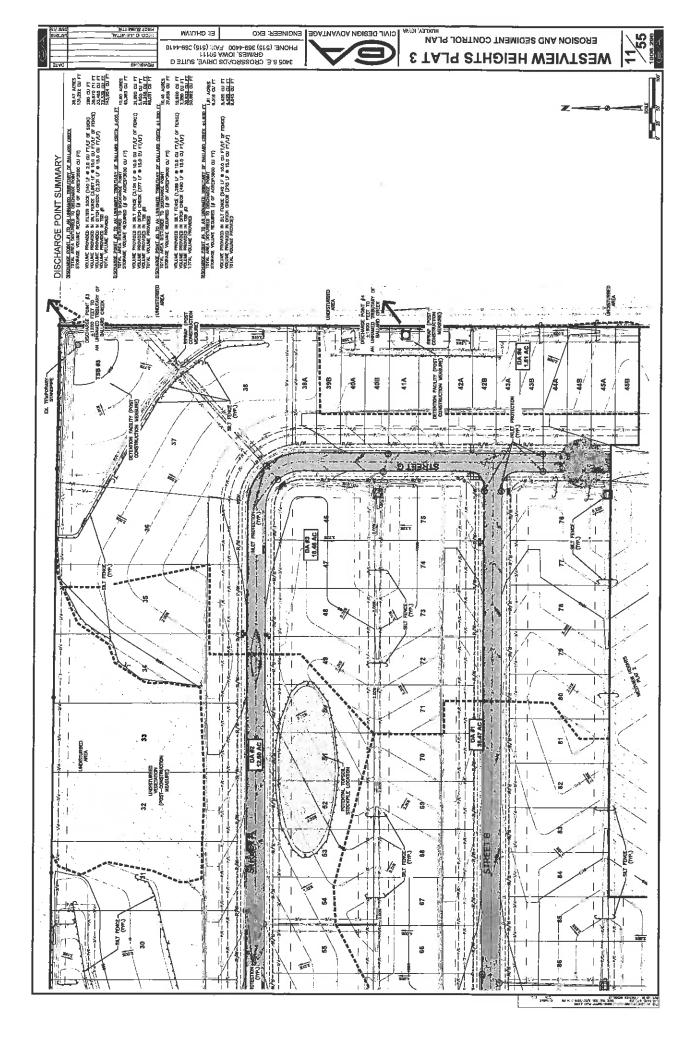


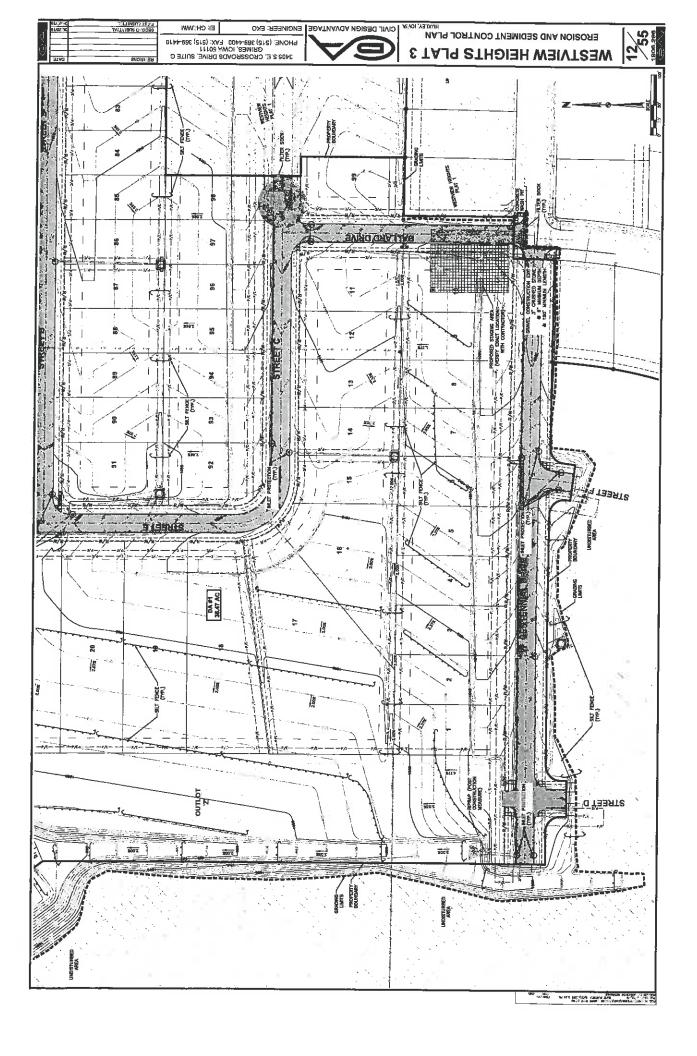


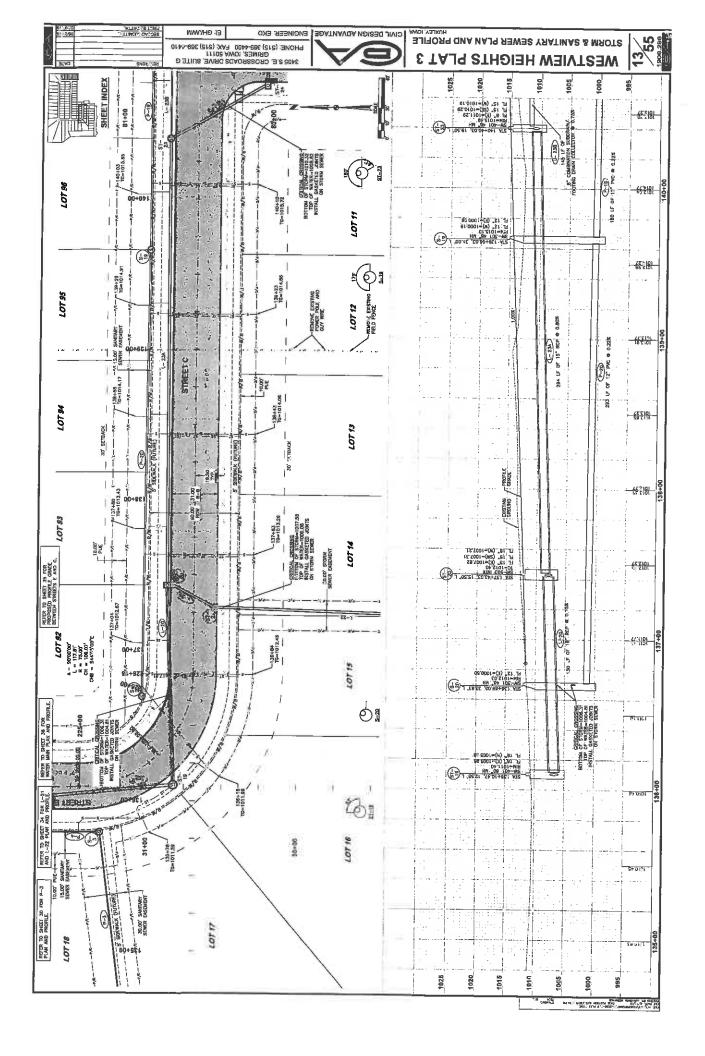


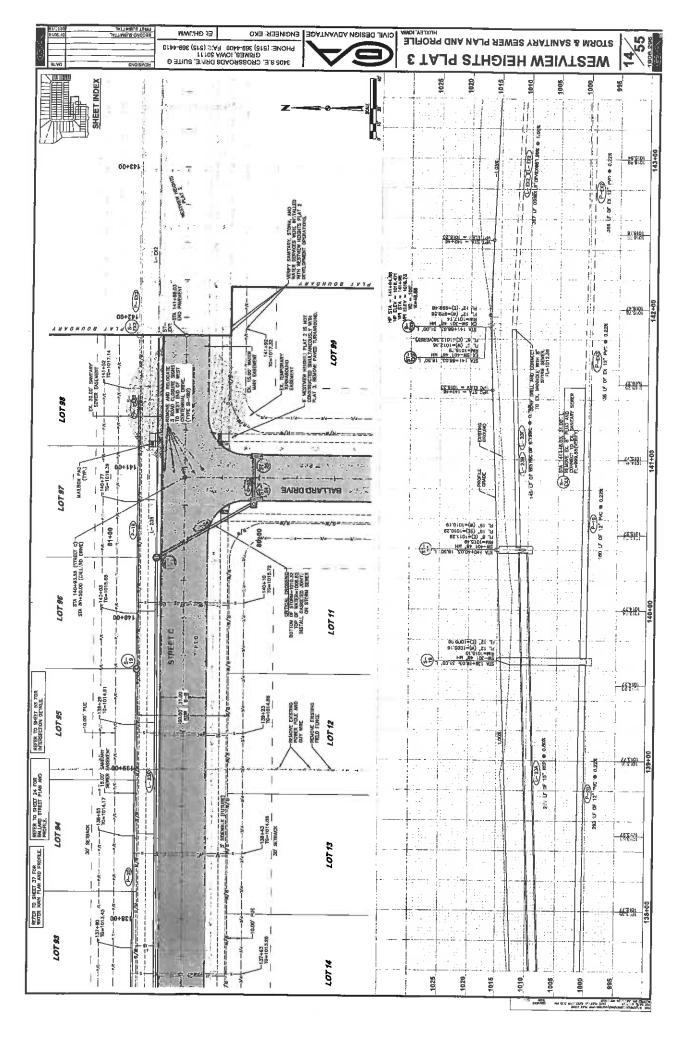












RESOLUTION NO. 19-117

RESOLUTION APPROVING THE CONSTRUCTION REVIEW FOR THE MEADOW LANE PLAT 4 EAST SUBDIVISION ENGINEERING SERVICES

WHEREAS, Meadow Lane Plat 4 East has been submitted and reviewed; and

WHEREAS. V&K has submitted a proposal for Construction Review; and

WHEREAS. this proposal is being submitted to the City Council for review and approval.

FURTHERMORE, the Huxley City Council authorizes the Mayor to sign agreement as per attached. Copy of signed agreement to remain with resolution.

Section 1. All resolutions or parts thereof which are in conflict herewith are hereby repealed.

PASSED, ADOPTED AND APPROVED this ____ day of August, 2019.

Roll Call	Aye	Nay	Absent	
David Jensen		FELIEI		
David Kuhn		10,720		
Greg Mulder	<u></u>		<u></u>	
Rick Peterson	-	-		
Tracey Roberts	_	-		
	<u>APP</u>	ROVAL BY MA	YOR	
I hereby approving a signature as Mayor of the	e the foregoing Re acter City of Huxley, l	solution No. 19- lowa, this	117 by affixing below day of August, 2019.	my official
ATTEST:		Craig D. I	Henry, Mayor	
Jolene Lettow, City Cler	rk			



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moincs, Iowa 50266-1320 515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

August 21, 2019

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

CITY OF HUXLEY, IOWA
CONSTRUCTION REVIEW
MEADOW LANE PLAT 4 SUBDIVISION
ENGINEERING SERVICES

This letter contract sets forth our understanding of engineering services for construction review of the Meadow Lane Plat 4 Subdivision in Huxley, Iowa.

SCOPE OF SERVICES

We understand the engineering services are to include the following:

- The project construction will be reviewed in the field at approximately near full time. Construction review will include utilities and street pavement that will be accepted by the City of Huxley as public improvements, including water mains, storm sewers, sanitary sewers and public street pavement. The construction review will not include construction staking.
- 2. Other services Veenstra & Kimm, Inc. will provide for the project include:
 - a. Coordinating and attending a preconstruction meeting.
 - b. Reviewing shop drawings submitted.
 - c. Review construction testing results performed by others for pavement subgrade compaction, structural and pavement concrete strength, and percent air and slump testing.
 - d. Make site visits as necessary and answer questions during construction.

- e. Prepare punch list of clean-up items remaining on the project.
- f. Make a final review after construction is complete to determine that the construction is substantially in compliance with the plans and specifications.
- 3. A letter will be provided certifying that the work observed by Veenstra & Kimm, Inc. has been completed in accordance with the plans and specifications, and a recommendation made for acceptance of the work by the City Council. A copy of the letter will be provided to the developer and the developer's engineer.
- 4. The scope of services includes pavement, pavement subgrade, water main, storm sewer, sanitary sewer, and the detention basin outlet structure.

ENGINEERING COSTS

The estimated costs for the above engineering services are summarized as follows:

- 1. The fee for construction review services under this Agreement shall be on the basis of \$74/hour of the Engineers' personnel actually engaged in the performance of the services.
- 2. The fees for construction review services shall be paid monthly based on the statement of services submitted to the City. Payment for services during construction shall be due and payable upon receipt of the statement of services.
- 3. Mileage will not be billed separately and is included in the hourly rate for construction review services.
- 4. The maximum not to exceed fee is based on the level and hours of review for each component of the subdivision as shown in Exhibit A.
 - Review time amounts that exceed the total hours shown in Exhibit A shall have the remainder of the time covered with City staff or provided with no coverage.
- 5. The fee for general services during construction for shop drawing review, preconstruction meeting services, final review, and construction coordination shall be on the basis of the standard hourly fees of the Engineer's personnel actually engaged in the performance of the services, plus direct out of pocket expenses.

John Haldeman August 21, 2019 Page 3

- 6. The fee for construction review services shall not exceed the amount of \$74 per hour multiplied by 500 hours as shown in Exhibit A for a total not to exceed fee of Thirty-seven Thousand Dollars (\$37,000) without the consent of the City Council.
- 7. The fee for general services during construction shall not exceed the amount of Three Thousand Eight Hundred Dollars (\$3,800) without the consent of the City Council.

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

This letter may be made a contract by affixing the proper date and signatures in the spaces below and returning one copy to us.

VEENSTRA & KIMM, INC. Forest Willer	
Forrest S. Aldrich	
0-03 Attachment	
Accepted this day of	_, 2019.
CITY OF HUXLEY, IOWA	ATTEST:
By	ByCity Clark

Exhibit A - Estimated Full Time Review

Description	Approximate Level of Review	<u>Hours</u>
Water Main	Full Time	50
Storm Sewer	Full Time	100
Sanitary Sewer	Full Time	10
Sanitary Sewer and Storm Sewer Services	Full Time	70
Testing	Full Time	20
Storm and Sanitary Sewer Video Review	Full Time	10
Pavement Subgrade and Earthwork	Full Time	100
Pavement	Full Time	90
Surface Restoration	Full Time	30
Clean-up/Punch List	Full Time	<u>20</u>
	Total	E00 11

Total 500 Hours

RESOLUTION NO. 19-118

RESOLUTION APPROVING THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR THE DESIGN AND CONSTRUCTION ADMINISTRATION FOR THE EAST 1ST STREET RECONSTRUCTION – PHASE 1

WHEREAS, there has been a grant applied for to reconstruct East First Street and the grant was awarded;

WHEREAS. V&K has submitted a proposal for Design and Construction Administration services for this Project; and

WHEREAS. this proposal is being submitted to the City Council for review and approval.

FURTHERMORE, the Huxley City Council authorizes the Mayor to sign agreement as per attached. Copy of signed agreement to remain with resolution.

Section 1. All resolutions or parts thereof which are in conflict herewith are hereby repealed.

PASSED, ADOPTED AND APPROVED this ____ day of August, 2019.

Roll Call	Aye	Nay	Absent	
David Jensen				
David Kuhn				
Greg Mulder		100000		
Rick Peterson		10 mm		
Tracey Roberts		-		
	<u>APP</u>	ROVAL BY MA	<u>YOR</u>	
I hereby approv signature as Mayor of th	e the foregoing Ren ne City of Huxley, I	solution No. 19 Towa, this	-118 by affixing below _ day of August, 2019	v my official 9.
ATTEST:		Craig D. I	Henry, Mayor	
Jolene Lettow, City Cler	rk			



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320 515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

August 21, 2019

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

CITY OF HUXLEY, IOWA
DESIGN AND CONSTRUCTION ADMINISTRATION
EAST 1ST STREET RECONSTRUCTION – PHASE 1
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

Enclosed are two copies of the proposed engineering services agreement for the East 1st Street Reconstruction – Phase 1 project. If the agreement is acceptable to the City of Huxley, please arrange for execution of each document. Return one executed document to our office.

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

VEENSTRA & KIMM, INC.

Forrest S. Aldrich

FSA:dml 0-03 Enclosures

AGREEMENT

DESIGN AND CONSTRUCTION ADMINISTRATION EAST 1ST STREET RECONSTRUCTION – PHASE I CITY OF HUXLEY, IOWA

THIS AGREEMENT, made and entered into this day of	, 2019, by
and between the CITY OF HUXLEY, IOWA, hereinafter referred to as the City,	party of the
first part, and VEENSTRA & KIMM, INC., a corporation organized and existing	under the
laws of the State of Iowa, with principal office in West Des Moines, Iowa, party	of the
second part, hereinafter referred to as the Engineers,	

WITNESSETH: THAT WHEREAS, the City received Federal funding through the Surface Transportation Block Grant (STBG) program for improvements to East 1st Street with said improvements referred to as the "Project" or "East 1st Street Reconstruction – Phase I", and

WHEREAS, the City desires to retain the Engineers to perform Design and Construction Administration services for the Project, and

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City does retain the Engineers for professional services as set forth herein for the Project. The Agreement is subject to the following terms, conditions and stipulations, to wit:

- 1. SCOPE OF PROJECT. The improvements included in the Project are summarized as follows:
 - a. The reconstruction of East 1st Street starting at a point approximately 250 feet east of the intersection of East 1st Street and Parkridge Avenue and extending to a point 650 feet to the east; includes removal and replacement of the roadway, storm sewers and driveways. It is anticipated that the new/replacement Portland cement concrete street will be 7 inches thick, 31 feet wide, be installed on a modified subbase and have subdrains.
- 2. **DESIGN SURVEYS.** The Engineers shall prepare their drawings from field topographic surveys. Field surveys will include those surveys necessary for the preparation of plans, specifications and easements.
- 3. **DESIGN CONFERENCES.** The Engineers shall attend such design conferences with the City as may be necessary to make decisions as to the details of design of the Project.

- 4. PLANS AND SPECIFICATIONS. The Engineers shall prepare such detailed plans and specifications as are reasonably necessary and desirable for construction of the Project. The plans and specifications shall set forth all details required for construction of the improvements. The specifications will indicate the quality requirements of the City and the governmental agencies as to the standards for workmanship. The Project will include on bid letting, with plans prepared for an lowa Department of Transportation (IDOT) state bid letting.
- 5. ESTIMATE OF COST. The Engineers shall prepare an estimate of cost for the construction contract to construct the improvements. The estimate of cost shall be based on the Engineers' best knowledge at the time of preparation of the estimate of cost. The Engineers shall not be responsible if the construction contract awarded for the Project varies from the Engineers' estimate of cost.
- **6. EASEMENTS.** It is understood and agreed that easements will not be required of the Engineers as a part of the Scope of Project on this Project.
- 7. ADVERTISEMENT FOR BIDS. Advertisements for bids shall be done by the IDOT.
- 8. GENERAL SERVICES DURING CONSTRUCTION. The general services portion of the construction management services shall include the following:
 - a. Arrange for and attend a preconstruction conference to be attended by the successful bidder, his subcontractors, members of government agencies, utility representatives and representatives of the City.
 - b. Consult with and advise the City on problems that arise during construction.
 - c. Process and certify payment estimates of the contractor to the City.
 - d. Consult with and advise the City, and prepare routine change orders as required.
 - e. Coordinate work of testing laboratories.
 - f. Assist in the interpretation of plans and specifications.
 - g. Review shop drawings and data of manufacturers.
 - h. Process and certify payment estimates of the contractor to the IDOT.
 - i. Process material certifications to the IDOT.
 - j. Review subcontractor list with the IDOT for prequalification.

- k. Organize and participate in material and final IDOT audits.
- Complete and file weekly working day reports.
- m. Issue non-compliance statements as needed.
- n. Prepare and file plan quantity agreements.
- o. Prepare daily log reports, erosion control forms and weekly quantity summaries.
- p. Prepare and submit Davis Bacon Wage interview forms.
- q. Provide the City with plans showing the final as-built construction.
- 9. RESIDENT REVIEW. Resident review service is understood to include the detailed observation and review of work of the Contractors and materials to determine compliance with the plans and specifications. Resident review services are offered on an hourly basis and will be required on a nearly continuous basis.
- 10. **RESPONSIBILITY OF THE CITY**. Unless stated otherwise, the City shall furnish the following information: permission for access to private property to perform work.
- **11. COMPLETION**. The Engineers shall complete the work outlined in this Agreement within a time mutually agreed upon by the City Administrator and Engineers.
- 12. COMPENSATION. The City shall compensate the Engineers for the services performed by the payment of fees determined as follows:
 - a. For the scope of services set forth in 1. SCOPE OF PROJECT through 7. ADVERTISEMENT FOR BIDS, the fee will be the lump sum amount of Twenty-seven Thousand Dollars (\$27,000).
 - b. For the scope of services set forth in 8. GENERAL SERVICES DURING CONSTRUCTION through 9. RESIDENT REVIEW, the total fee shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work. Based on the providing of not more than 120 hours of resident review, the total fee for general services during construction and resident review services shall not exceed the sum of Twenty-four Thousand Dollars (\$24,000).

13. METHOD OF PAYMENT. The Engineers shall submit monthly invoices for the actual costs for Project services completed to the end of the invoice period. The monthly invoices of the Engineers shall show the total fees due, the amounts paid to date and the balance of the amount of the contract.

Invoices shall be due and payable upon receipt and shall be paid by the City within thirty (30) days of the date of receipt of an approvable invoice.

- 14. **TERMINATION OF AGREEMENT**. The City may terminate this Agreement for the convenience of the City upon seven (7) days written notice to the Engineers. In the event of termination for the convenience of the City, the Engineers shall be paid proportionately for the work and services performed to the date of termination.
- 15. INDEMNIFICATION. The Engineers shall and hereby agree to hold and save the City harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions, or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.
- 16. INSURANCE. The Engineers shall furnish the City with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the City of Huxley is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis.

General Liability*

Automobile Liability

Excess Liability (Umbrella)*

Workers' Compensation, Statutory Benefits Coverage B

Professional Liability**,***

\$1,000,000/2,000,000

8,000,000/8,000,000

2,000,000/2,000,000

^{*} Occurrence/Aggregate

^{**}The Owner is not to be named as an additional insured

^{***}Claims made basis

- 17. MODIFICATIONS TO AGREEMENT. This Agreement may be modified upon written agreement by the City and the Engineers. In the event that any additional services are required of the Engineers that are over and above those described in this Agreement, the services shall not be done without express prior written agreement between the City and the Engineers. The scope of additional services, and fees to be charged, shall be specified in any such written authorization. Additional services to be provided by the Engineers after completion of the work set forth under this Agreement may include general services during construction, resident review, start-up services, preparation of an instruction and/or operation and maintenance manual, supervision of operation or other services that may be mutually agreed upon by the City and Engineers.
- **18. LEGAL SERVICES.** The City shall provide the services of an attorney experienced in legal matters pertaining to this type of project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
- **19. SERVICES NOT INCLUDED.** Services not included under this Agreement include the following:
 - a. Archaeological investigation services.
 - Environmental assessment services.
 - c. Property acquisition services.
 - d. Geotechnical services and investigation including soil borings.
 - e. Construction testing services.
 - f. Services associated with arbitration or litigation arising out of or in conjunction with the construction contract awarded by the City of Huxley for construction of the Project.
 - g. Services required for the evaluation of and determination to accept defective work by Contractor including required re-design services.
 - h. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, only so long as the original work is reasonably consistent with the Owner's program or other instruction.
 - i. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
 - j. Construction staking. Construction staking will be provided by the Contractor.

- **20. CONTRACT PROVISIONS.** The following provisions are incorporated in and made a part of this Agreement:
 - a. The Engineers shall comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967 and as supplemented in the Department of Labor Regulations (41 CFR Chapter 60).
 - The Engineers shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
 - c. The Engineers shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor Regulations (29 CFR Part 5).
 - d. The Engineers shall retain all required records for three (3) years after final payment and all other pending matters are closed.
- 21. REMEDIES. In the event the Engineers violates or breaches the terms of this Agreement the City may terminate the contract for cause as provided in 14. TERMINATION OF AGREEMENT above. The City may seek any additional remedies available to it at law or in contract.

22. SUSPENSION.

- a. The Owner agrees that the Engineer is not responsible for damages arising directly or indirectly from any delays for causes beyond the Engineer's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the Owner; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Engineer to perform its services in an orderly and efficient manner, the Engineer shall be entitled to a reasonable adjustment in schedule and compensation.
- b. If Engineer's services are extended by Contractor's actions or inactions for more than the scheduled final construction completion, as defined in the Contract Documents, through no fault of the Engineer, the Engineer will be entitled to equitable and agreeable adjustment of rates and amounts of compensation provided in this Agreement.

- 23. BETTERMENT. When a Change Order is necessitated by an act or omission of Engineer or an error in the design of the Project, responsibility for such act, omission, or error shall be determined in good faith by Owner and Engineer. To the extent that such act, omission, or error arose out of the lack of quality professional services provided by Engineer or of the lack of professional quality deliverables prepared by Engineer, Owner shall be entitled to an amount equal to the difference between the actual cost of the change work and the estimated cost of the change work (less added value to the Owner) if there had been no such act, omission, or error. Engineer shall pay such sum to Owner.
- 24. ASSIGNMENT. This Agreement and each and every portion thereof shall be binding upon the successors and assigns of the parties hereto. The Engineers shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of the City.
- 25. COMPLETENESS OF CONTRACT. This document contains all terms and conditions of this Agreement. Any alterations shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.

The undersigned do hereby covenant and state this Agreement is executed in duplicate as though each were an original and there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated there are no other considerations or monies contingent upon or resulting from the execution of this Agreement nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names on the date first written above.

CITY OF HUXLEY, IOWA	ATTEST:
Ву	By
Mayor	City Clerk
VEENSTRA & KIMM, INC.	ATTEST:
By Forrest S. Aldrich	By Albora M. Luke

HOURLY RATES BY EMPLOYEE CLASSIFICATION

(Effective July 2019)

Management I	\$175.00
Management II	172.00
Process Engineer	
Engineer I-A	176.00
Engineer I-B	165.00
Engineer I-C	15 <i>7</i> .00
Engineer I-D	150.00
Engineer II-A	143.00
Engineer II-B	132.00
Engineer III-A	125.00
Engineer III-B	120.00
Engineer III-C	117.00
Engineer IV	113.00
Engineer V	105.00
Engineer VI	102.00
Engineer VII	
Engineer VIII	90.00
Engineer IX	84.00
Engineer X	76.00
Engineer XI	69.00
Engineer XII	63.00
Design Technician I	100.00
Architect	100.00
Planner I	
Planner II	
Planner III	69.00
Drafter IA	99.00
Drafter IB	
Drafter II	86.00
Drafter III	81.00
Drafter IV	75.00
Drafter V	63.00
Drafter VI	
Drafter VII	47.00
Clerical I	91.00
Clerical II	
Clerical III	
Clerical IV	48.00
Clerical V	38.00
Construction Manager	170.00
Surveyor I	120.00
Surveyor II	99 00
Technician I	88.00
Technician II	81 00
Technician III	74 NN

Technician IV	72.00
Technician V	65.00
Technician VI	60.00
Technician VII	51 00
Technician VIII	45 00
Technician IX	27.00
Building Inspector I	167.00
Building Inspector I-A	111.00
Building Inspector II	96.00
Building Inspector III	
Robotics	20.00/11
GPS	30.00/Mour
Leica Total Station	30.00/Hour
Total Station Polyation	20.00/Hour
Total Station Robotics	15.00/Hour
Tablet	45.00/Hour
Fluoroscope	50.00/Hour
4-Wheeler	45.00/Hour
Mileage	58¢/Mile

Prepared by John Haldeman, City Administrator, for the City Council meeting to be held on the 27th day of August, 2019.

RESOLUTION NO. 19-119

RESOLUTION APPROVING CONSTRUCTION PLANS FOR MEADOW LANE PLAT #4 EAST, TO THE CITY OF HUXLEY, IOWA.

WHEREAS, the Construction Plans for the Meadow Lane Plat #4 East has been submitted for review by Public Works and the City's Engineer; and

WHEREAS, the review has taken place and the recommendations have been submitted to the developer.

BE IT RESOLVED, THEREFORE, that the Construction Plans for the Meadow Lane Plat #4 East has been recommended for approval, subject to the conditions (if any) as set forth below and in the attached document;

1. 2.			
Roll Call	Aye	Nay	Absent
David Jensen	-		
David Kuhn			
Greg Mulder			
Rick Peterson			
Tracey Roberts		1900	
	e the foregoing Res	PROVAL BY	MAYOR 119 by affixing below my official pigneture
		Craig 1	D. Henry, Mayor
ATTEST:			
Jolene Lettow, City Clo	erk		



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320 515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

August 23, 2019

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

HUXLEY, IOWA
MEADOW LANE PLAT 4 EAST
CONSTRUCTION PLANS

We have reviewed the construction plans for Meadow Lane Plat 4 East and find them acceptable with the following comment:

1. Show the location of mailbox pads and provide details for construction.

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

VEENSTRA & KIMM, INC.

Forrest S. Aldrich

FSA:dml 45229-045

cc: Jeff Peterson, City of Huxley Steve Quick Eric Cannon, Snyder & Associates, Inc. **CONSTRUCTION PLANS**

Sheet 1 of 12

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MONENCED AS PRER CATY COMMENTS

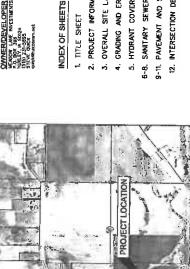
HUXLEY, IA

FOR

MEADOW LANE PLAT 4 EAST

SINGLE FAMILY RESIDENTIAL DEVELOPMENT

CITY OF HUXLEY, STORY COUNTY, IOWA





INC.

- 1. TITLE SHEET
- 2. PROJECT INFORMATION
- 4. GRADING AND EROSION CONTROL PLAN 3. OVERALL SITE LAYOUT
- 6-8. SANITARY SEWER AND WATER MAIN PLAN AND PROFILE 5. HYDRANT COVERAGE PLAN
 - 9-11, PAVEMENT AND STORM SEWER PLAN AND PROFILE 12. INTERSECTION DETAILS

SNYDER & ASSOCIATES,

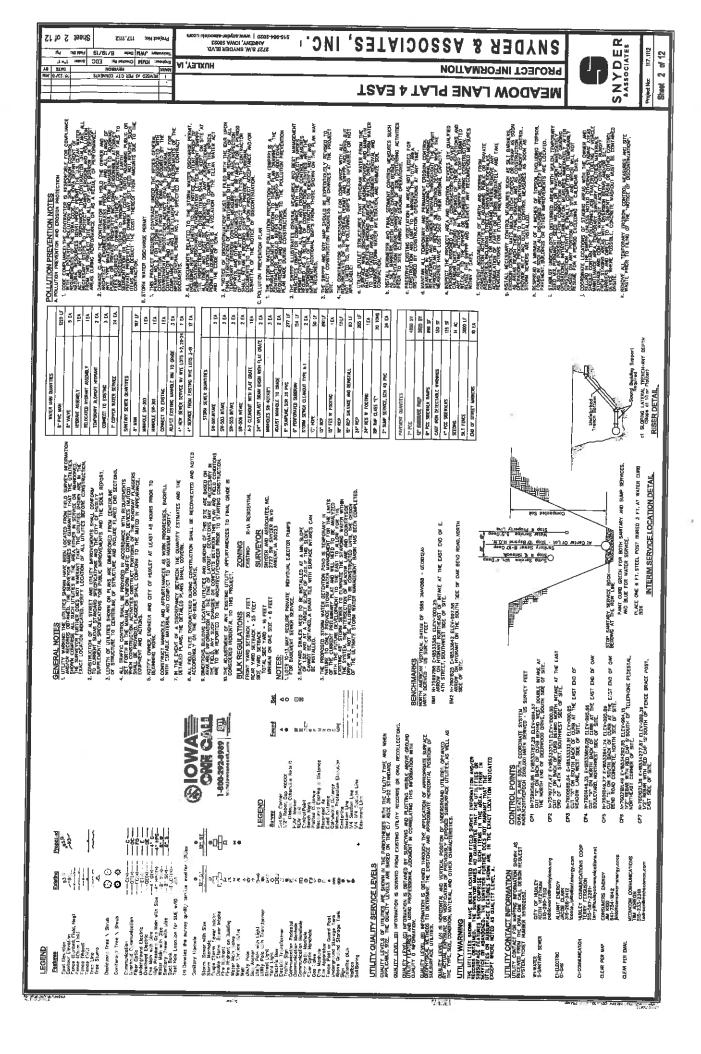
MEADOW LANE PLAT 4 EAST

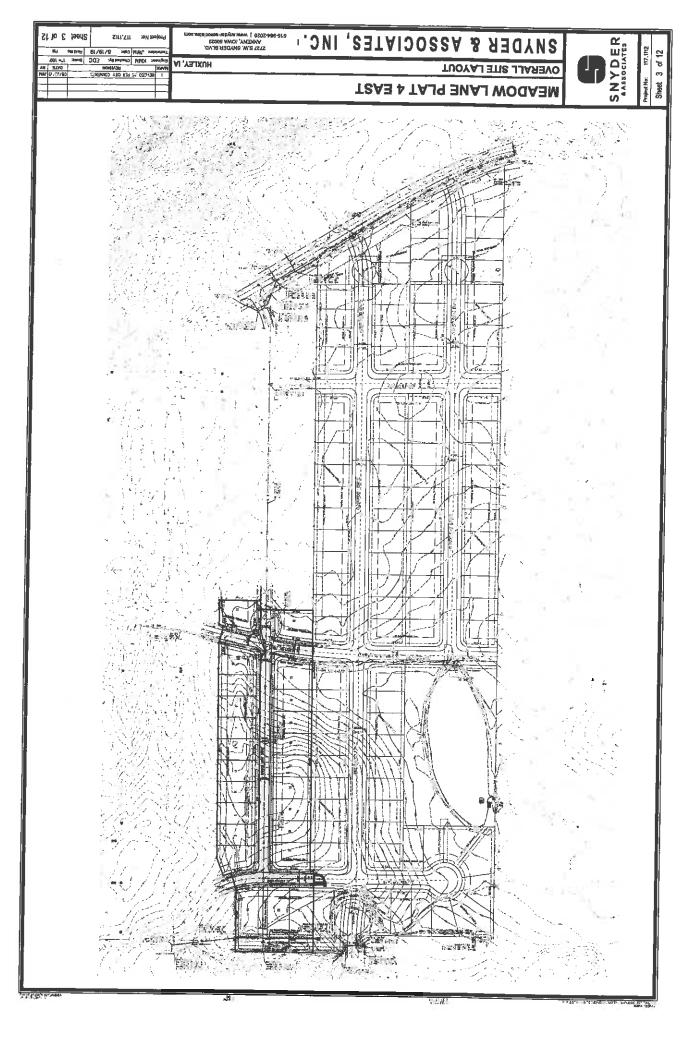
TITLE SHEET

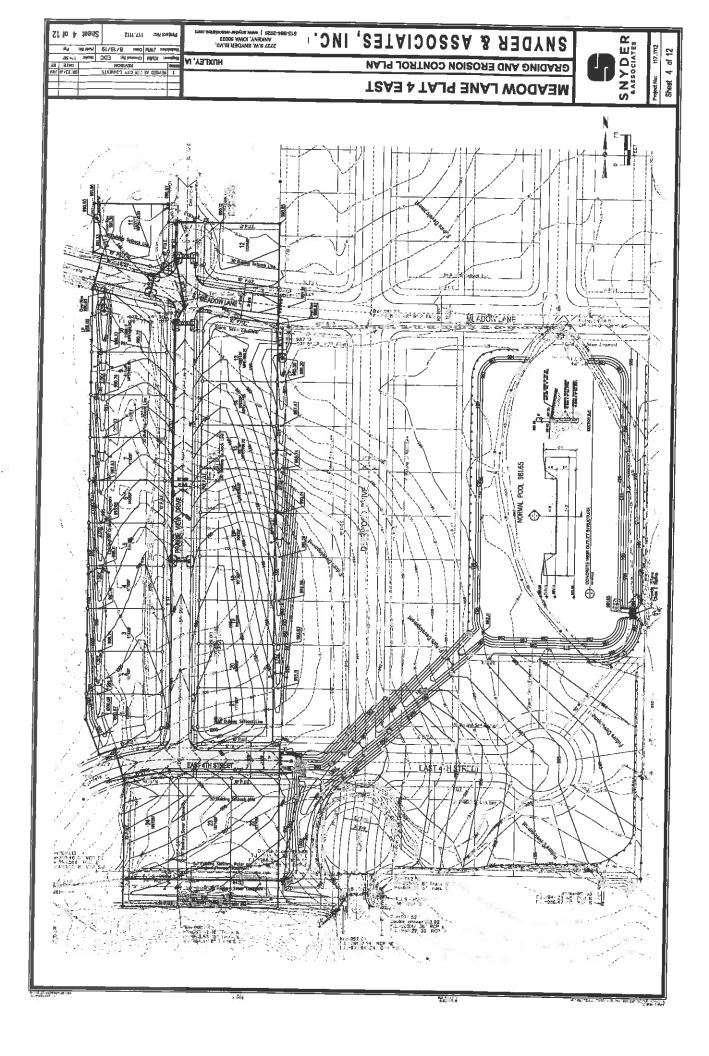


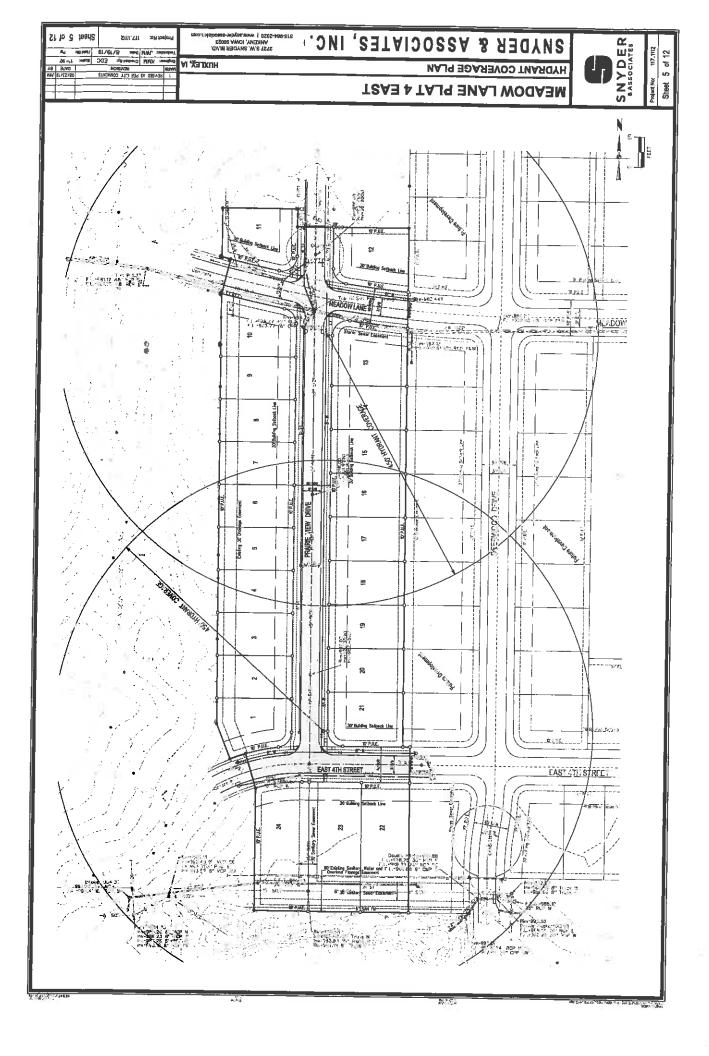
SNYDER

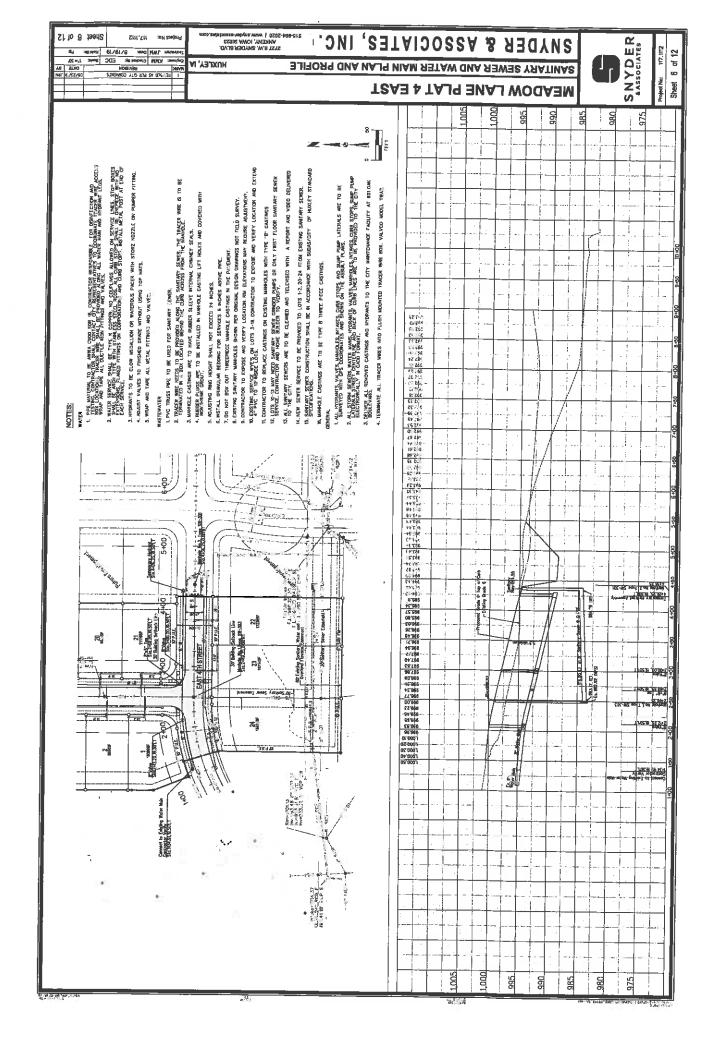
Sheet 1 of 12

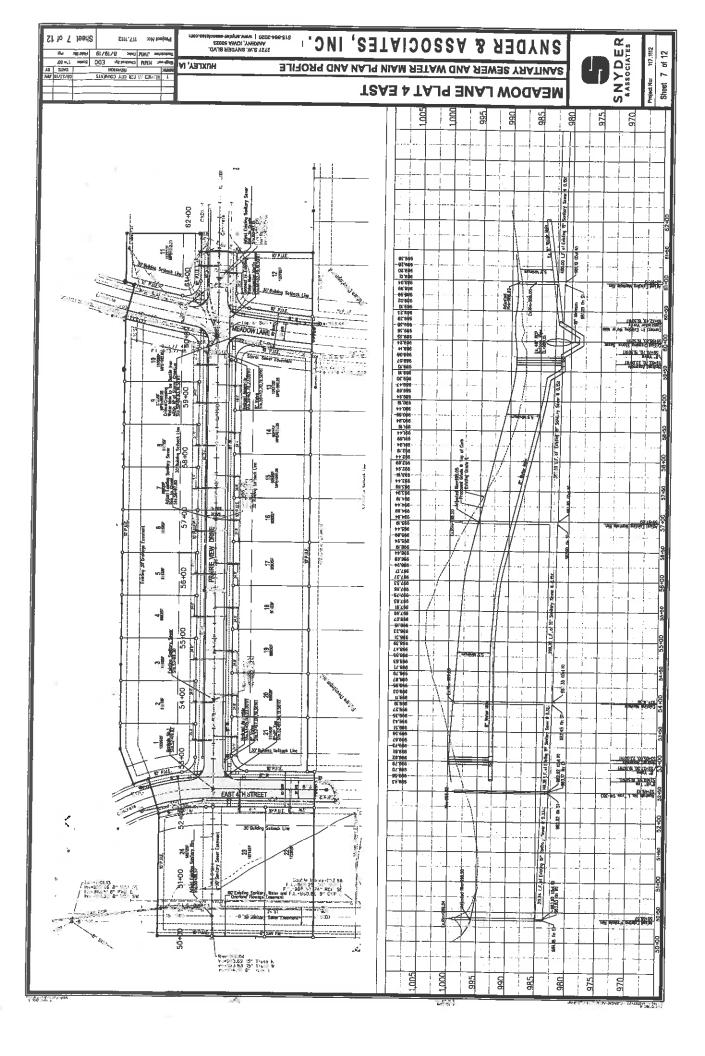


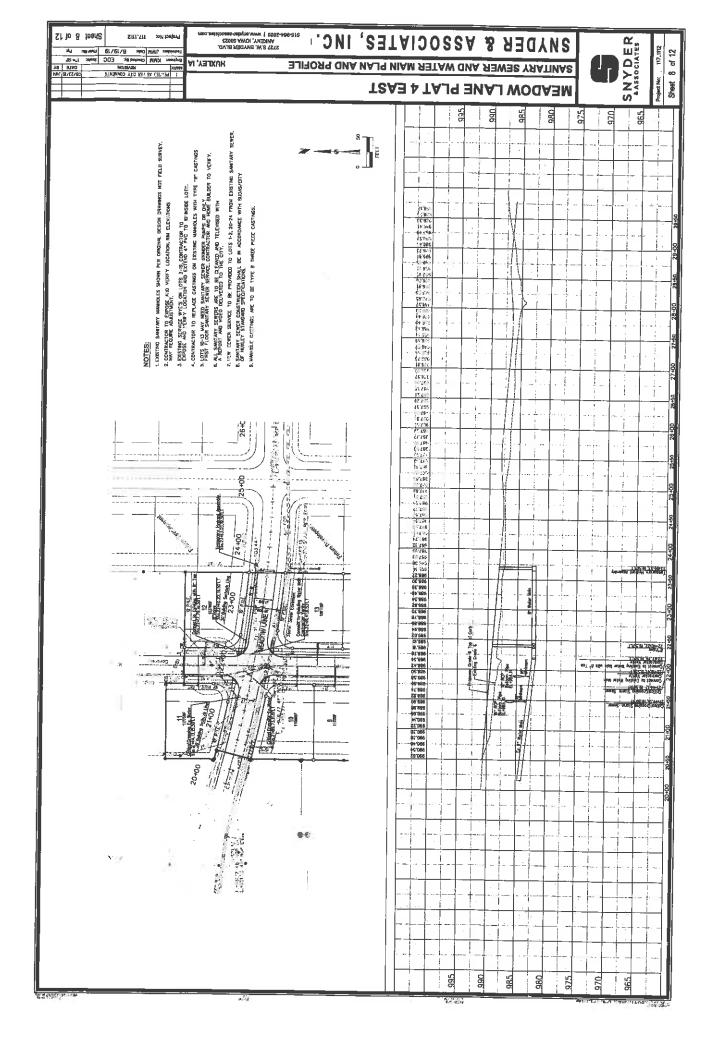


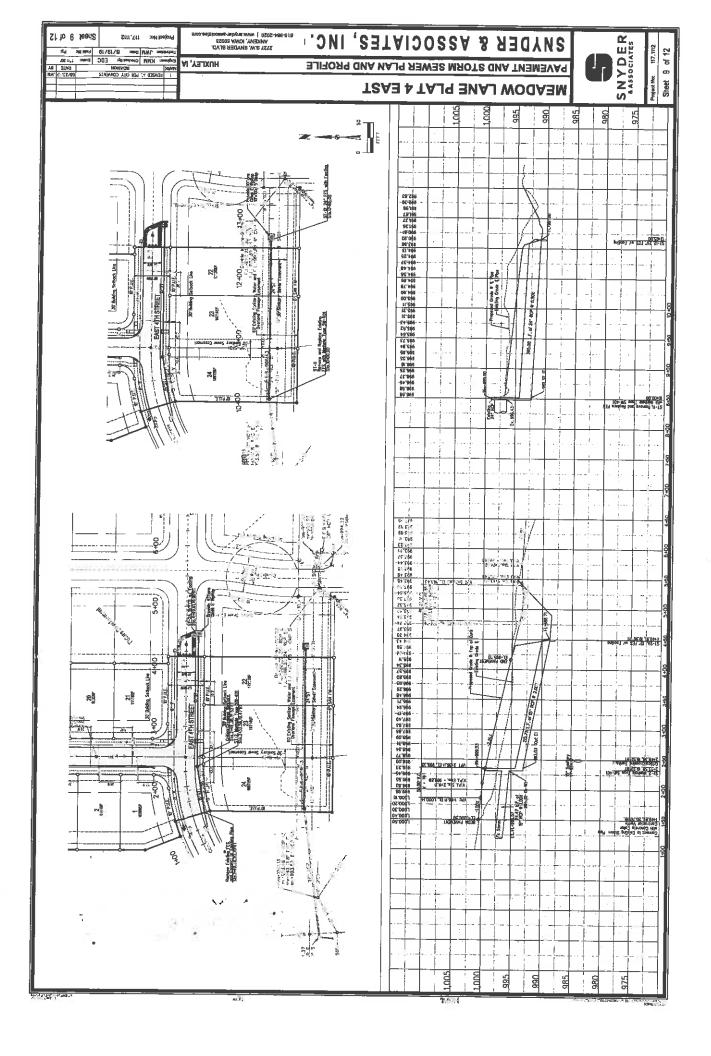


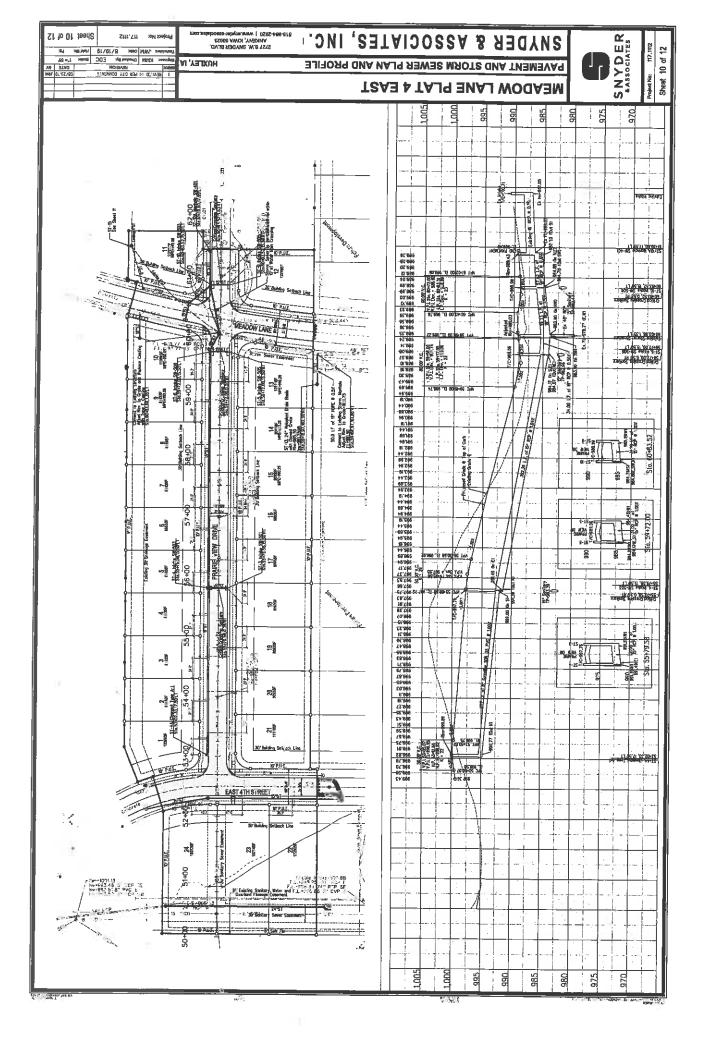


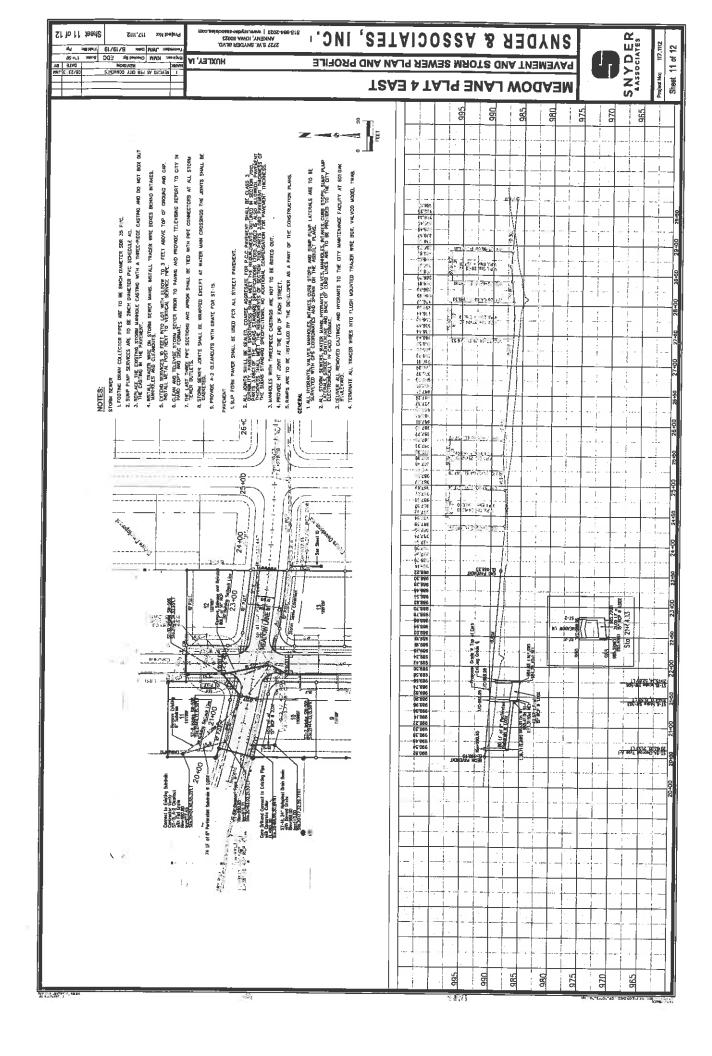


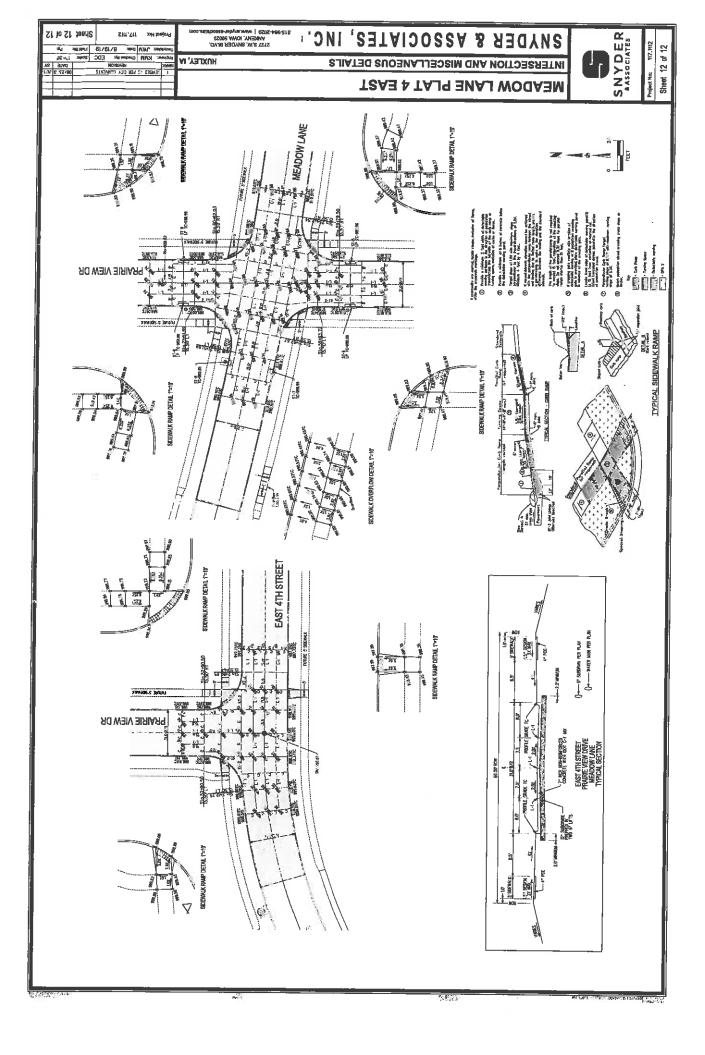












Prepared by John Haldeman, City Administrator, for the City Council meeting to be held on the 27th day of August, 2019.

RESOLUTION NO. 19-120

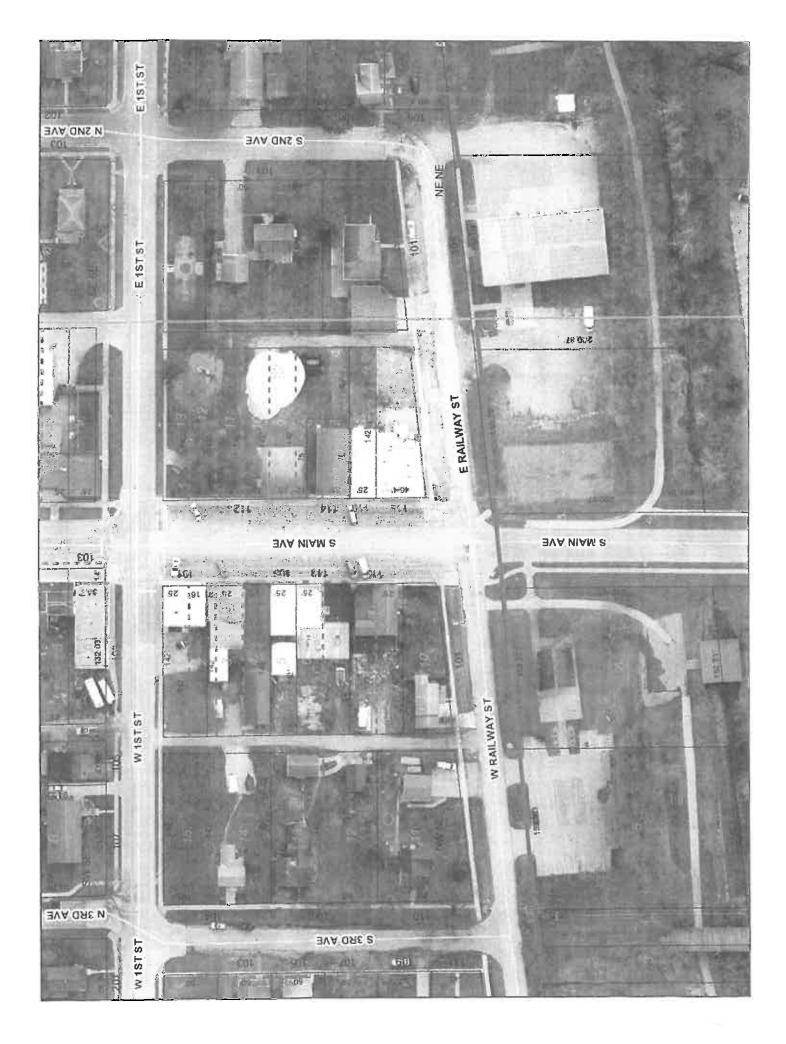
RESOLUTION APPROVING PROJECT FOR INSTALLING SIDEWALK ALONG RAILWAY STREET HUXLEY, IOWA

WHEREAS, in order to encourage property owners to fill in the sidewalk gaps in their neighborhood; and

WHEREAS, the pedestrian traffic and vehicle traffic also increasing with the usage.

BE IT RESOLVED, THEREFORE, that the Director of the Public Works has submitted a proposal to have a sidewalks installed along Railway Street in front of City property and for the safety of those individuals walking in this area and the City Council agrees with the plan to have this sidewalk installed and directs Mayor to sign said contract submitted by Cockerham Concrete, Inc. for \$14,612.00.

Roll Call	Aye	Nay	Absent	
David Jensen David Kuhn Greg Mulder Rick Peterson Tracey Roberts PASSED, ADOL	PTED AND APPR	OVED this	day of August, 2019	
I hereby approve Mayor of the City of Hux	the foregoing Res	PROVAL BY olution No. 19- day of Augu	120 by affixing below my official signature	as
		Craig I	D. Henry, Mayor	_
ATTEST:			3	
Jolene Lettow, City Cle	erk			



COCKERHAM CONCRETE INC.

P.O. BOX. 21 HUXLEY IA. 50124



\$762.00

Number

E139

Date

8/13/2019

BILL TO CITY OF HUXLEY

REBAR OPTION

JOB SITE RAILROAD

PO Number	Terms	
Description		 Amount
600 FEET OF 5 FOOT WIL	DE SIDEWALK	
ONE CURB CUT		
2X4 FORMING MATERIAL	APPROACH AREAS 2X6 FORMING MATERIALS	\$13,850.00

Total

\$14,612.00

- **20. CONTRACT PROVISIONS.** The following provisions are incorporated in and made a part of this Agreement:
 - a. The Engineers shall comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967 and as supplemented in the Department of Labor Regulations (41 CFR Chapter 60).
 - b. The Engineers shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
 - c. The Engineers shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor Regulations (29 CFR Part 5).
 - d. The Engineers shall retain all required records for three (3) years after final payment and all other pending matters are closed.
- 21. REMEDIES. In the event the Engineers violates or breaches the terms of this Agreement the City may terminate the contract for cause as provided in 14. TERMINATION OF AGREEMENT above. The City may seek any additional remedies available to it at law or in contract.

22. SUSPENSION.

- a. The Owner agrees that the Engineer is not responsible for damages arising directly or indirectly from any delays for causes beyond the Engineer's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the Owner; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Engineer to perform its services in an orderly and efficient manner, the Engineer shall be entitled to a reasonable adjustment in schedule and compensation.
- b. If Engineer's services are extended by Contractor's actions or inactions for more than the scheduled final construction completion, as defined in the Contract Documents, through no fault of the Engineer, the Engineer will be entitled to equitable and agreeable adjustment of rates and amounts of compensation provided in this Agreement.

- 23. BETTERMENT. When a Change Order is necessitated by an act or omission of Engineer or an error in the design of the Project, responsibility for such act, omission, or error shall be determined in good faith by Owner and Engineer. To the extent that such act, omission, or error arose out of the lack of quality professional services provided by Engineer or of the lack of professional quality deliverables prepared by Engineer, Owner shall be entitled to an amount equal to the difference between the actual cost of the change work and the estimated cost of the change work (less added value to the Owner) if there had been no such act, omission, or error. Engineer shall pay such sum to Owner.
- 24. ASSIGNMENT. This Agreement and each and every portion thereof shall be binding upon the successors and assigns of the parties hereto. The Engineers shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of the City.
- 25. COMPLETENESS OF CONTRACT. This document contains all terms and conditions of this Agreement. Any alterations shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.

The undersigned do hereby covenant and state this Agreement is executed in duplicate as though each were an original and there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated there are no other considerations or monies contingent upon or resulting from the execution of this Agreement nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names on the date first written above.

CITY OF HUXLEY, IOWA	ATTEST:			
Ву	Ву			
Mayor	City Clerk			
VEENSTRA & KIMM, INC.	ATTEST:			
By Forrest S. Aldrich	By Debora M. Luke			

HOURLY RATES BY EMPLOYEE CLASSIFICATION (Effective July 2019)

Management I	\$175.00
Management II	
Process Engineer	196.00
Engineer I-A	1 <i>7</i> 6.00
Engineer I-B	165.00
Engineer I-C	15 <i>7</i> .00
Engineer I-D	150.00
Engineer II-A	143.00
Engineer II-B	132.00
Engineer III-A	125.00
Engineer III-B	120.00
Engineer III-C	11 <i>7</i> .00
Engineer IV	113.00
Engineer V	
Engineer VI	102.00
Engineer VII	
Engineer VIII	90.00
Engineer IX	
Engineer X	
Engineer XI	
Engineer XII	
Design Technician I	
Architect	
Planner I	
Planner II	
Planner III	
Drafter IA	
Drafter IB	
Drafter II	
Drafter III	
Drafter IV	
Drafter V	
Drafter VI	60.00
Drafter VII	47.00
Clerical I	91.00
Clerical II	63.00
Clerical III	
Clerical IV	
Clerical V	
Construction Manager	
Surveyor I	
Surveyor II	
Technician I	
Technician II	
Technician III	/4.00

Technician IV	72.00
Technician V	65.00
Technician VI	60.00
Technician VII	51.00
Technician VIII	45.00
Technician IX	
Building Inspector I	16 <i>7</i> .00
Building Inspector I-A	111.00
Building Inspector II	86.00
Building Inspector III	63.00
Robotics	30.00/Hour
GPS	30.00/Hour
Leica Total Station	20.00/Hour
Total Station Robotics	15.00/Hour
Tablet	45.00/Hour
Fluoroscope	50.00/Hour
4-Wheeler	45.00/Hour
Mileage	58¢/Mile

Prepared by John Haldeman, City Administrator, for the City Council meeting to be held on the 27th day of August, 2019.

RESOLUTION NO. 19-119

RESOLUTION APPROVING CONSTRUCTION PLANS FOR MEADOW LANE PLAT #4 EAST, TO THE CITY OF HUXLEY, IOWA.

WHEREAS, the Construction Plans for the Meadow Lane Plat #4 East has been submitted for review by Public Works and the City's Engineer; and

WHEREAS, the review has taken place and the recommendations have been submitted to the developer.

1.

BE IT RESOLVED, THEREFORE, that the Construction Plans for the Meadow Lane Plat #4 East has been recommended for approval, subject to the conditions (if any) as set forth below and in the attached document;

2.				
Roll Call	Aye	Nay	Absent	
David Jensen David Kuhn Greg Mulder Rick Peterson Tracey Roberts				
PASSED, ADOP	TED AND APPR	ROVED this	day of August, 2019	9
I hereby approve t Mayor of the City of Huxl	the foregoing Re		119 by affixing below	my official signature as
		Contract	D. Harry Marris	
		Craig	D. Henry, Mayor	
ATTEST:				
Jolene Lettow, City Cle	rk	-		



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320 515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

August 23, 2019

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

HUXLEY, IOWA
MEADOW LANE PLAT 4 EAST
CONSTRUCTION PLANS

We have reviewed the construction plans for Meadow Lane Plat 4 East and find them acceptable with the following comment:

1. Show the location of mailbox pads and provide details for construction.

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

VEENSTRA & KIMM, INC.

Forrest S. Aldrich

FSA:dml 45229-045

cc: Jeff Peterson, City of Huxley Steve Quick

Eric Cannon, Snyder & Associates, Inc.

CONSTRUCTION PLANS

Sheet 1 of 12

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| RE-1/22D AS 1/26 CHY COMMENTS | REARISSON | REARISSON | CONSEQUENCE |

FOR

MEADOW LANE PLAT 4 EAST

SINGLE FAMILY RESIDENTIAL DEVELOPMENT

CITY OF HUXLEY, STORY COUNTY, IOWA



OWNER/DEVELOPER READOR LARE INVESTMENTS, LLC PLOS BOX 396 HARLY M F7924 195) 231-5895 STIVE OURCE quickdemicromm.net

INC.

1, TITLE SHEET

INDEX OF SHEETS

- 2. PROJECT INFORMATION
- 4. GRADING AND EROSION CONTROL PLAN 3. OVERALL SITE LAYOUT
- 6-8, SANITARY SEWER AND WATER MAIN PLAN AND PROFILE 9-11, PAVEMENT AND STORM SEWER PLAN AND PROFILE 5. HYDRANT COVERAGE PLAN
 - 12. INTERSECTION DETAILS

SNYDER & ASSOCIATES,

MEADOW LANE PLAT 4 EAST

TITLE SHEET





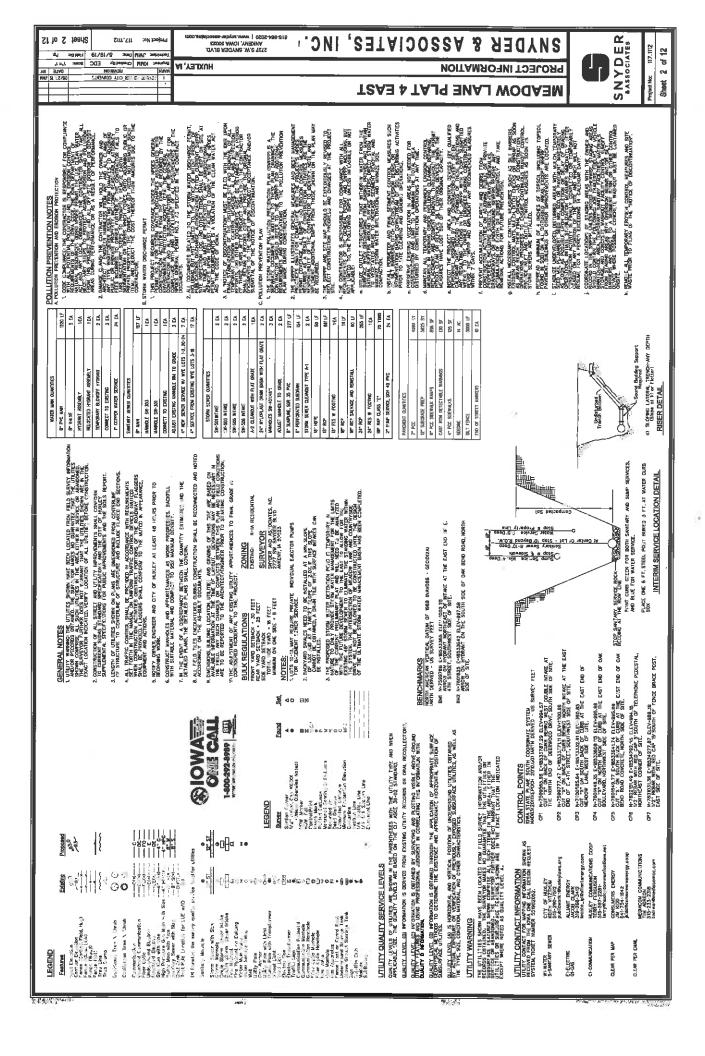
SNYDER

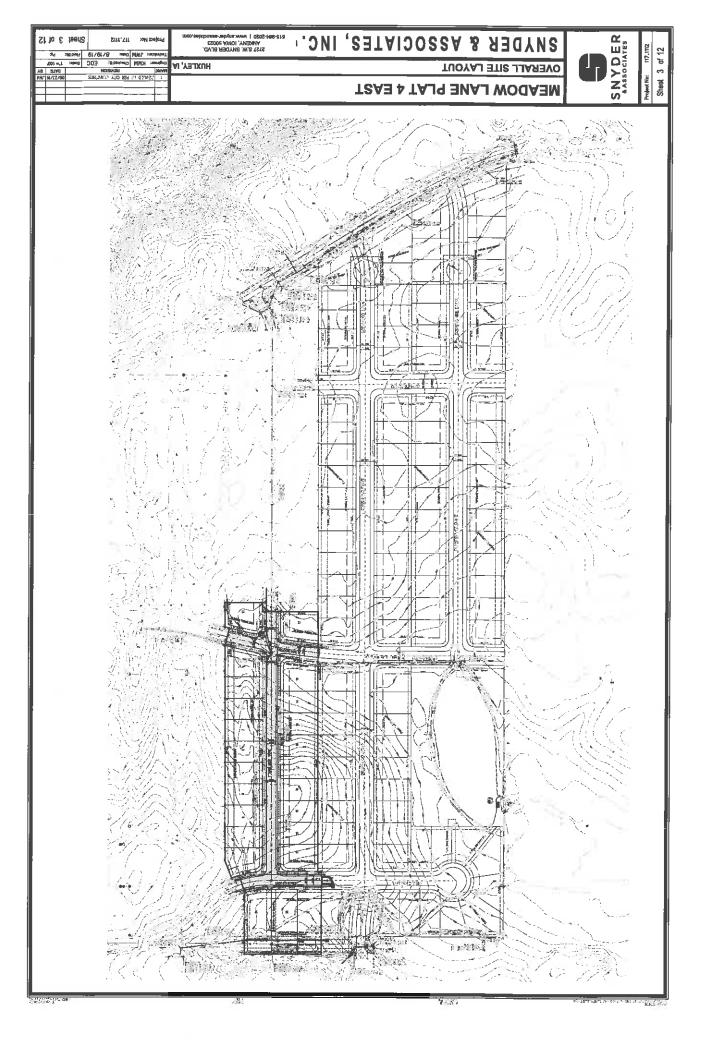
117,1112 Sheet 1 of 12

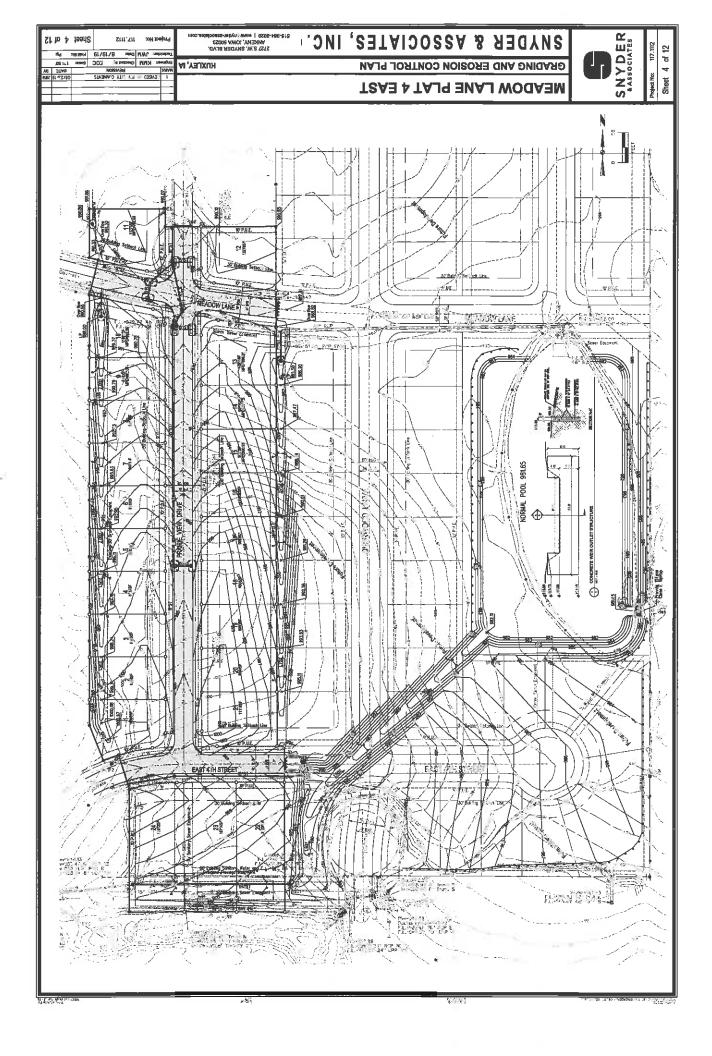


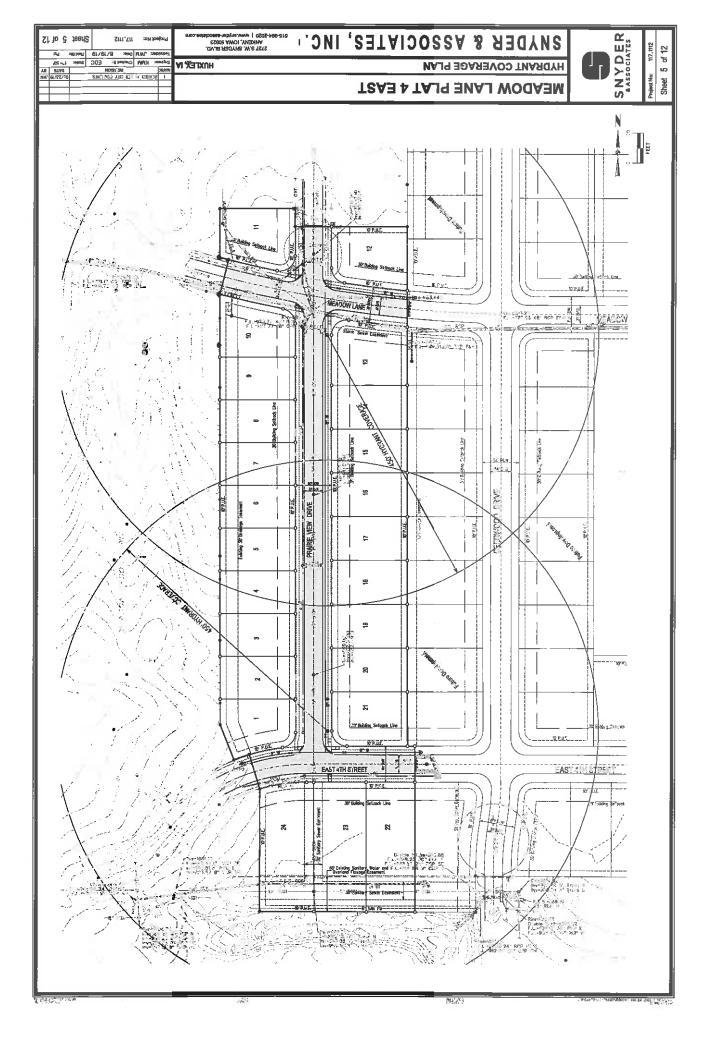
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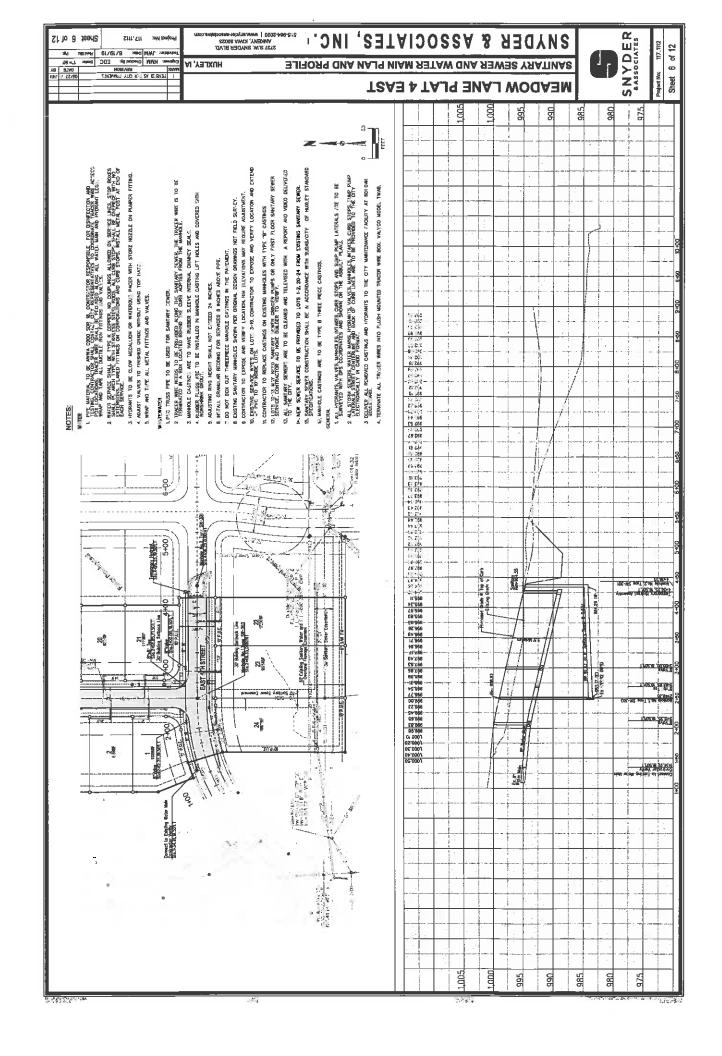
HUXLEY, IA

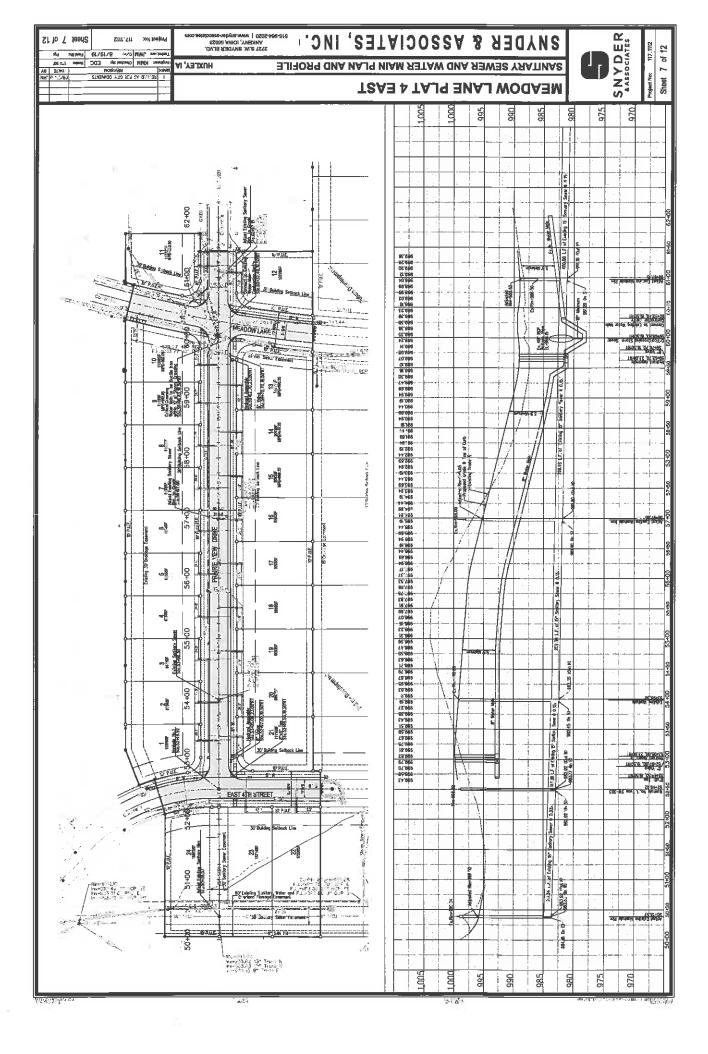


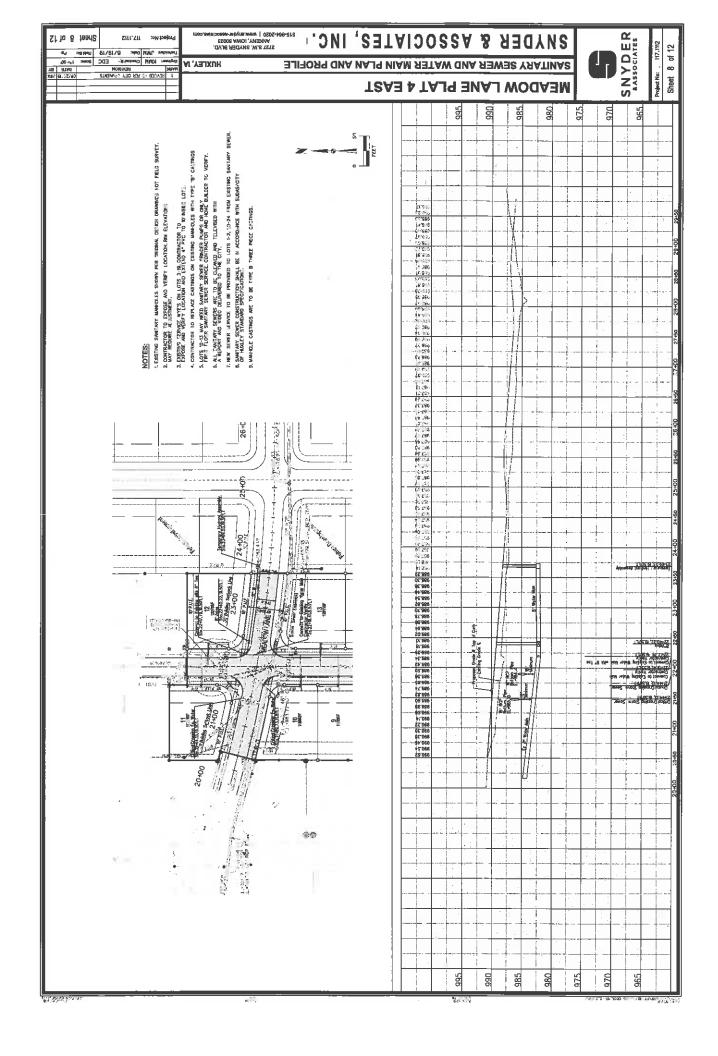


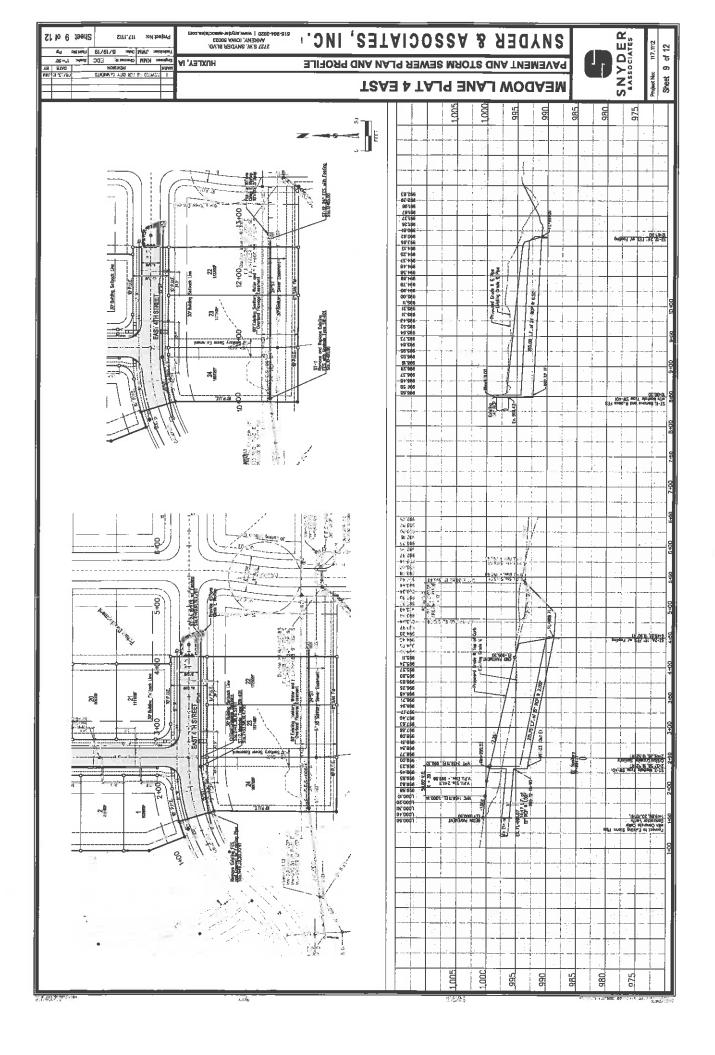


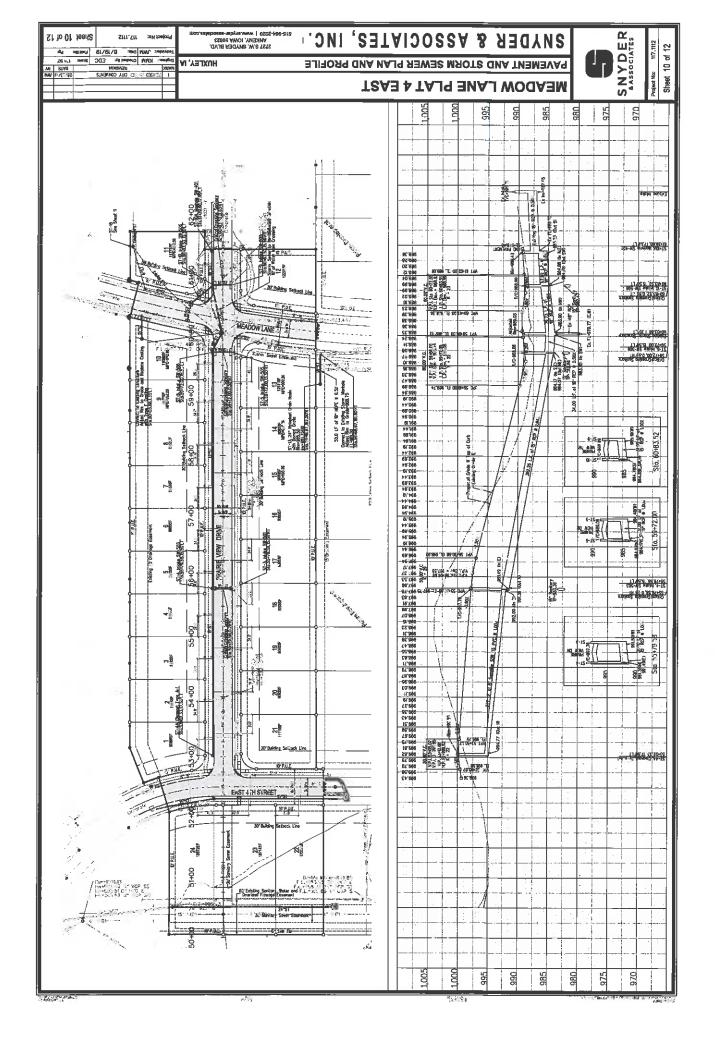


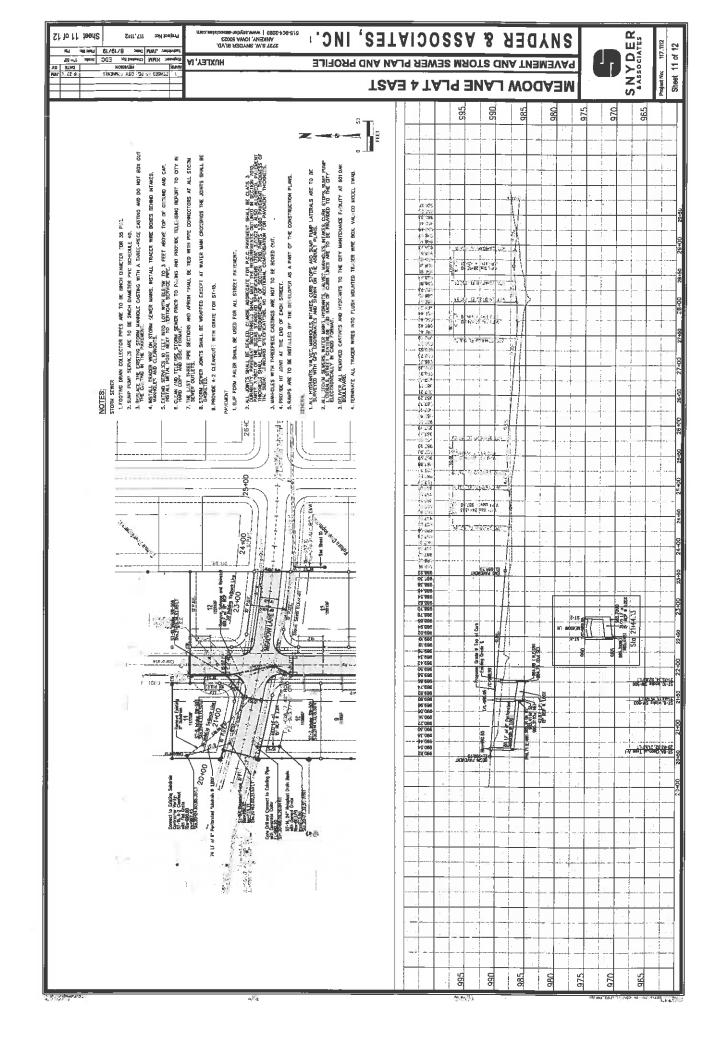


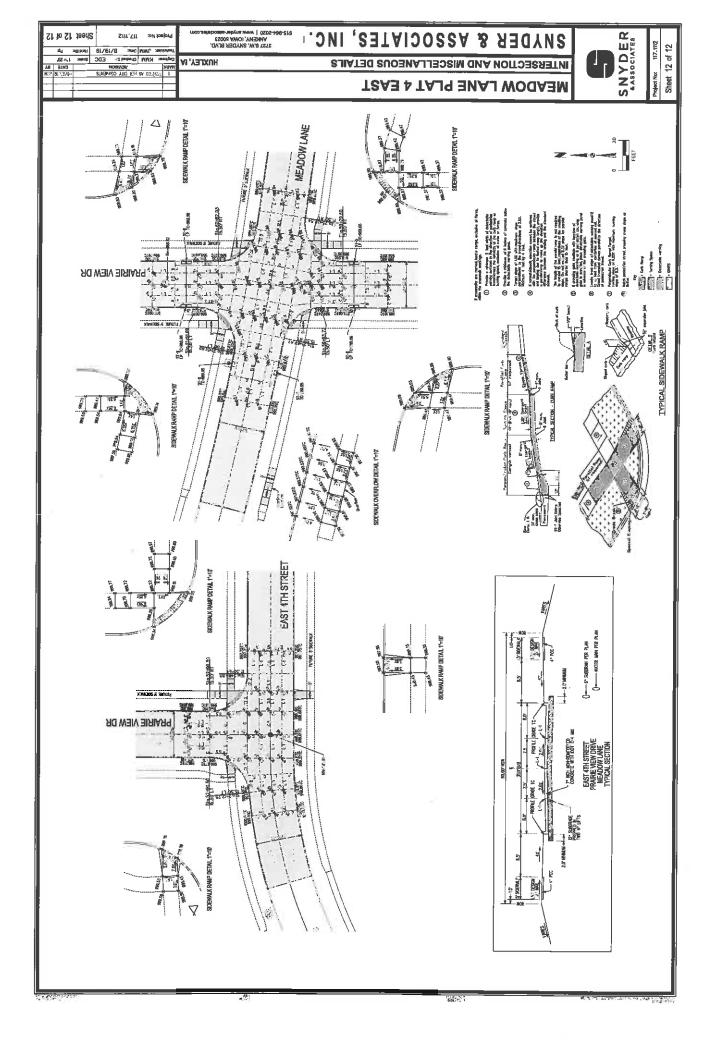












Prepared by John Haldeman, City Administrator, for the City Council meeting to be held on the 27th day of August, 2019.

RESOLUTION NO. 19-120

RESOLUTION APPROVING PROJECT FOR INSTALLING SIDEWALK ALONG RAILWAY STREET HUXLEY, IOWA

WHEREAS, in order to encourage property owners to fill in the sidewalk gaps in their neighborhood; and

WHEREAS, the pedestrian traffic and vehicle traffic also increasing with the usage.

BE IT RESOLVED, THEREFORE, that the Director of the Public Works has submitted a proposal to have a sidewalks installed along Railway Street in front of City property and for the safety of those individuals walking in this area and the City Council agrees with the plan to have this sidewalk installed and directs Mayor to sign said contract submitted by Cockerham Concrete, Inc. for \$14,612.00.

Roll Call	Aye	Nay	Absent	
David Jensen				
David Kuhn				
Greg Mulder				
Rick Peterson		=====	/	
Tracey Roberts				
PASSED, AD	OPTED AND APPR	OVED this	day of August, 2019	!
	<u>A1</u>	PPROVAL BY	<u>MAYOR</u>	
I hereby appro Mayor of the City of H			120 by affixing below notes, 2019.	ny official signature as
		Craig I	D. Henry, Mayor	
ATTEST:			Ti di	
Jolene Lettow, City (Clerk	-		



COCKERHAM CONCRETE INC.

P.O. BOX. 21 HUXLEY IA. 50124

Estimate

Number

E139

Date

8/13/2019

BILL TO CITY OF HUXLEY JOB SITE RAILROAD

PO Number

Terms

Description

Amount

600 FEET OF 5 FOOT WIDE SIDEWALK

ONE CURB CUT

2X4 FORMING MATERIAL APPROACH AREAS 2X6 FORMING MATERIALS

\$13,850.00

REBAR OPTION

\$762.00

Lakeside Contractors ★★ ——



Estimate

Date	Estimate #
8/13/2019	Fire Walks

Name / Address

Rocky Smith City Of Huxley 515 N Main Ave Huxley, Iowa 50124

Project

Description	Qty	Rate	Total
5' Wide City Sidewalk at 4" Thick From South East End Of East Railway St. Though Yellow Posts at Trial (W Railway and S 3rd Ave Intersection) 5' Wide City Sidewalk at 4" Thick Going South From South West Corner of East 1st St and S 2nd Ave to Property Line on S 2nd Ave. 5' Wide City Sidewalk at 4" Thick Continuation on South Main Ave Going North to Corner of South Main Ave and East Railway St. "Concrete Pie" at 4" Thick At The South West and South East Corners of E/W Railway St and South Main Ave	1	15,286.00	15,286.00
Station Includes: 4000 PSI Concrete #4 Rebar at 6" Concrete Sections Expansion Joint			
Exclusions: Grade Material ADA Track Pads Sign Removal Gas Line Marker Removal Spoils Removal Fill Material			
Curb Cut at Corner of South West Corner of S Main Ave and W Railway St.	1	1,000.00	1,000.0
		Total	\$16,286.0



Estimate

Date Estimate No. 8/21/2019

Name/Address

city of huxley 1030 timberlane huxley 515-460-4585

**	Description		Total
643 city sidewalk 5' wide 28' x 8' sidewalk	e 4" thick with 2 sections of 6" thick t	or heavy traffic	19,400.00 1,450.00 0.00
	e concrete) (\$450) soft or in most cases we found sar to replace sand for gravel	nd underneath the	0.00
l contractor is respor	nsible for concrete , rebar and grave rovide any material to get the job do		0.00
City permits to remove a	approach and sidewalk and pour 6" 1	hick	0.00
	sible to call IOWA ONE CALL to loc ect (1800 292 8989)		0.00
2 YES - concrete doe bound to happen. This is where the concrete is m	es cracks. we do not like it either but s way we do crack control joints lost likely to crack. If the cracks in th		0.00
	s very soon after is poured , often th ntrol cracking , but the is NO GUAR.		
racks that are 3/16" of ndustry standards	one inch or less (in height or gap)	are normal and are within	
 Another common m color of your porch, side not match exactly since especially true if concre 	isconception is color. It is not possiblewalk, or your driveway, sometimes most driveways need tow or more lote placements are made on different Most of these color variations are made on	even your driveway may pads of concrete. This is days or if you have color	0.00
		Total	\$20,850.00

Signature				

RESOLUTION NO. 19-121

RESOLUTION APPROVING THE FUNDING AGREEMENT FOR THE CITY OF HUXLEY PROJECT STBG-SWAP-3630(093)-SG-85 THE EAST 1ST STREET RECONSTRUCTION PROJECT-- PHASE 1

WHEREAS, there has been a grant applied for to reconstruct East First Street and the grant was awarded;

WHEREAS; the Iowa DOT has submitted a Funding Agreement for the City Council to review and to authorize the Mayor to sign; and

FURTHERMORE, the Huxley City Council approves the agreement and authorizes the Mayor to sign and the City Clerk to return signed agreement to the Iowa DOT for final signatures. Copy of signed agreement to remain with this resolution.

Section 1. All resolutions or parts thereof which are in conflict herewith are hereby repealed.

Nav

Absent

PASSED, ADOPTED AND APPROVED this ____ day of August, 2019.

Ave

Roll Call

	•			
David Jensen			3 3	
David Kuhn			·	
Greg Mulder			7)——	
Rick Peterson			3 2	
Tracey Roberts			·	
	APP	PROVAL BY MA	YOR	
signature as Mayor of the			-121 by affixing belov _ day of August, 2019	
ATTEST:		Craig D. 1	Henry, Mayor	
Jolene Lettow, City Cler	<u></u>			

IOWA DEPARTMENT OF TRANSPORTATION Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project

Recipient: Huxley

Project No.: STBG-SWAP-3630(093)--SG-85

lowa DOT Agreement No.: 1-19-STBG-SWAP-005

This is an agreement between the Huxley, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) for Surface Transportation Block Grant (STBG) Program Federal-aid Swap funds under 761 Iowa Administrative Code (IAC) Chapter 162. Iowa Code Section 306A.7 provides for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide STBG Federal-aid Swap funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

- 1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
- 2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact persons will be the Local Systems Project Development Engineer, Christy VanBuskirk, and Central Region Local Systems Field Engineer, Sarah R. Okerlund. The Recipient's contact person shall be the Public Works Director.
- 3. The Recipient shall be responsible for the development and completion of the following described STBG project:
 - "in the City of Huxley, East 1st Street Rec Phase 1, from approx. 240 feet east of Parkridge Avenue east approx. 650 feet."
- 4. Eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances, eligible activities may also include utility relocation or railroad work that is required for construction of the project.
- 5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from STBG Federal-aid Swap funds. The portion of the project costs reimbursed by STBG Federal-aid Swap funds shall be up to \$240,000 for the following phases of work as stipulated by the Des Moines Area Metropolitan Planning Organization:

\$ 0	Preliminary Engineering
\$0	Construction Engineering
\$0	Right-of-Way
\$240,000	Construction
\$0	Other (please specify)

- 6. The Recipient shall pay for all project costs not reimbursed with STBG Federal-aid Swap funds.
- 7. If the project described in Section 3 drops out of the Des Moines Area Metropolitan Planning Organization current TIP or the approved current STIP prior to obligation of funds, and the Recipient fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.
- The Recipient shall let the project for bids through the Department.
- 9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
- 10. It is the intent of both parties that no third party beneficiaries be created by this agreement.

11.	Recipient concerning this proje binding, and neither party has change or alteration to the term	ct. Representations made beforelied upon conflicting represent as of this agreement shall be ma	a agreement between the Department and the re the signing of this agreement are not rations in entering into this agreement. Any rade in the form of an addendum to this written acceptance of the Department and the
	TITNESS WHEREOF, each of the ature below.	parties hereto has executed the	is agreement as of the date shown opposite its
		City Signature Block	
Ву		Date	, 20
	Title of city official		
l,		, certify that I am the City Cle	rk of Huxley, and
that_	·	, who signed said Agreement	for and on behalf of the city was duly
autho	prized to execute the same by virtu	e of a formal resolution duly pa	ssed and adopted by the city on the
day o	of	, 20	
Signe	ed	Date	, 20
City (Clerk of Huxley, lowa		
	A DEPARTMENT OF TRANSPORT	RTATION	
S	Sarah R. Okerlund, P.E. Local Systems Field Engineer Central Region	Date	, 20

EXHIBIT 1

General Agreement Provisions for use of Federal-aid Swap Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://iowadot.gov/local_systems/publications/im/lpa_ims. The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. The Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and acceptance process, plan and construction reviews, and funding participation.
- e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2 Programming

- a The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.
- b. Before beginning any work for which funding reimbursement will be requested, the Recipient shall submit a written request for acceptance to the Department. The Department will notify the Recipient when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the Department's administering bureau shall be considered acceptance for construction. The Department will notify the Recipient when acceptance is granted.

3. Design and Consultant Services

a The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits.

a. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Chapter 4 – Environmental Regulations.

5. Right-of-Way, Railroads, and Utilities.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Right of Way Bureau Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way.
- c. The Recipient shall obtain agreements from utility companies as needed. The Recipient shall comply with the "Policy for Accommodating Utilities on the County and City a Non-Primary Federal-aid Road System" for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's "Policy for Accommodating and Adjustment of Utilities on the Primary Road System" The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

- a. The following provisions apply only to projects involving physical construction or improvements to transportation facilities:
- b. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- c. The Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and acceptance in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received; make a decision to either award a contract to the lowest responsive bidder or reject all bids; and if a contract is awarded, execute the contract documents and return to Department.

Note: The Department may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

- d The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project will not be turned in for bid letting until the Department has reviewed and accepted the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the lowa Code section 26.12.

f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice that the Department has concurred in the contract award.

7. Construction.

- a. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities. The Recipient's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. Proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. The project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: https://www.iowadot.gov/erl/index.html.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.

8. Reimbursements.

- a. The Recipient will be initially responsible for all project costs. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1, if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Bureau, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any funds received; for example, Federal funds not received through FHWA, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to lowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
 - i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

9. Project Close-out.

- a. Acceptance of the completed construction shall be with the concurrence of the Department. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final review, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures may result in loss of funds and the ability to let future projects through the Department; reimbursed funds shall be returned and a possible suspension may be placed on the Recipient from receiving funds from the Department on future projects until the Recipient has demonstrated responsible management of funds on roadway projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make this documentation available at all reasonable times for review by the Department. Copies of this documentation shall be furnished by the Recipient if requested. Such documentation shall be retained for at least 3 years from the date of the Department's signature of the Department's Final Payment Form (Form 830436) or the bottom part of the Certificate of Completion and Final Acceptance of Agreement Work (Form 640003).
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department.

John Haldeman

From: mailroom@tpms.org on behalf of Sarah Okerlund <sarah.okerlund@iowadot.us>

Sent: Wednesday, August 21, 2019 1:26 PM

To: John Haldeman

Cc: christy.vanbuskirk@iowadot.us; Jim.Kennedy@iowadot.us; joseph.albright@iowadot.us

Subject: Unsigned Agreement Uploaded to TPMS and ready for signatures - STBG-

SWAP-3630(093)--SG-85

TPMS-EMAIL-136521 Sent at 01:25:34 PM on 21-Aug-2019

STBG-SWAP-3630(093)-SG-85 [TPMS#39410] / Project Agreement / Unsigned Agreement Uploaded to TPMS and ready for signatures

Please find attached a funding agreement for the City of Huxley project STBG-SWAP-3630(093).-SG-85.

Please present the agreement to your City Council or approved staff for signatures. After approval, please scan the signed agreement and submit back through TPMS to Sarah Okerlund for final signatures.

Feel free to contact this office if you have questions.

Thanks.

Sarah Okerlund, P.E.
Central Region – Local Systems Field Engineer
Iowa Department of Transportation
phone: (515) 239-1555
sarah.okerlund@iowadot.us

Respond via TPMS: Reply Toward View Project

File Links: (click to open)

* 39410-Hadex:STEG.SN/AP-3630(093)--SG-85.005.pd

FINANCE

Roll Call

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 27th Day of August, 2019.

RESOLUTION NO. 19-122

RESOLUTION DELETING PROPERTY FROM THE HUXLEY URBAN RENEWAL AREA

WHEREAS, the City Council (the "Council") of the City of Huxley, Iowa (the "City") has previously established the Huxley Urban Renewal Area (the "Urban Renewal Area") and has adopted an urban renewal plan (the "Plan") for the governance of projects and initiatives to be undertaken therein; and

WHEREAS, the Council now desires to decrease the size of the Urban Renewal Area by deleting certain property (the "Property") from the Urban Renewal Area, as set out on Exhibit A hereto; and

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

Section 1. The Property as described on Exhibit A hereto is hereby deleted from the Urban Renewal Area.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

Nay

Absent

Aye

David Jensen				
David Kuhn				
Greg Mulder				
Rick Peterson			_	
Tracey Roberts				
PASSED, ADOI	PTED AND APPI	ROVED this	day of August,	2019.
	-	PPROVAL BY N	······································	
I hereby approve	the foregoing Re	solution No. 19	<u>-122</u> by affixing bel	ow my official signature as
Mayor of the City of Hu	dey, Iowa, this	day of Aug	ust, 2019.	
		Craig D.	Henry, Mayor	
ATTEST: Jolene Lettow, City Cle	ork			
Joiene Lemow, City Ci	OI K			

EXHIBIT A Legal Description of Property Deleted from the Huxley Urban Renewal Area August 27, 2019

Outlot B, Westview Heights Plat 1 in the City of Huxley, Story County, Iowa;

and

The Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) except road right of way, Section 14, Township 82 North, Ranger 24, West of the 5th P.M., Story County, Iowa, now in the City of Huxley.

Prepared by John Danos, Dorsey & Whitney, City's Bonding Attorney for the City of Huxley, Iowa and reformatted by John Haldeman, City Administrator for the City Council meeting to be held on the 27th day of August, 2019.

ORDINANCE NO. 503

AN ORDINANCE DELETING PROPERTY FROM THE TAX INCREMENT FINANCING DISTRICT FOR THE HUXLEY URBAN RENEWAL AREA OF THE CITY OF HUXLEY, IOWA, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA

WHEREAS, the City Council of the City of Huxley, Iowa (the "City") previously enacted an ordinance providing for the division of taxes levied on taxable property in the Huxley Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, pursuant to that ordinance, a portion of the Huxley Urban Renewal Area in the City of Huxley was designated a "tax increment district"; and

WHEREAS, the City Council now desires to decrease the size of the "tax increment district" by deleting certain property;

BE IT ENACTED by the City Council of the City of Huxley, Iowa:

- Section 1. Purpose. The purpose of this ordinance is to delete certain property from the tax increment financing district for the Huxley Urban Renewal Area.
- Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

"Deleted Property" shall mean certain real property more particularly described, as follows:

Outlot B, Westview Heights Plat 1 in the City of Huxley, Story County, Iowa;

and

The Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) except road right of way, Section 14, Township 82 North, Ranger 24, West of the 5th P.M., Story County, Iowa, now in the City of Huxley.

Section 3. The Deleted Property is hereby removed from the tax increment financing district for the Huxley Urban Renewal Area. No division of property tax revenues as provided under Section 403.19 of the Code of Iowa shall be done with respect to the Deleted Property without further action by the City Council.

- Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
- Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.
- Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed and approved by the Council of the City of Huxley, Iowa, on August 27, 2019.

	Craig D. Henry, Mayor
Attest:	
Jolene Lettow, City Clerk	
	• • • •
There being no further business	to come before the meeting, it was upon motion adjourned.
	Craig D. Henry, Mayor
Attest:	
Jolene Lettow, City Clerk	

				Publication I	Date:	
Record Of Vote of Ora	linance I	No. 503				
First Reading			(Date)			
Roll Call	Aye	Nay	Absent			
Dave Jensen						
Dave Kuhn		3===	-			
Greg Mulder		· · ·				
Rick Peterson	-					
Tracey Roberts	_					
Second Reading		· .	(Date)			
Roll Call	Aye	Nay	Absent			
Dave Jensen	_	-				
Dave Kuhn	_		-			
Greg Mulder	-	===				
Rick Peterson		>===	-			
Tracey Roberts						
Third Reading			(Date)			
Roll Call	Aye	Nay	Absent			
Dave Jensen		-				
Dave Kuhn	·	_				
Greg Mulder	_	-			- 12	
Rick Peterson						
Tracey Roberts						

STATE OF IOWA
COUNTY OF STORY
CITY OF HUXLEY

SS:

	ne undersigned, City C				
a true, corre	ect and complete cop	y of all the	records of the	Council of the (City relating to the
adoption of	an ordinance entitle	d "An Ordin	nance Deleting	Property From	the Tax Increment
	District for the Huxley				
	.19 of the Code of Iov			•	,

WITNESS MY HAND this day of	, 2019.
	Jolene Lettow City Clerk

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 27th Day of August, 2019.

RESOLUTION NO. 19-123

RESOLUTION SETTING DATE FOR PUBLIC HEARING ON DESIGNATION OF THE EXPANDED HUXLEY URBAN RENEWAL AREA AND ON URBAN RENEWAL PLAN AMENDMENT

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

WHEREAS, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the "Property") lying within the legal description set out in Exhibit A; and

WHEREAS, this City Council is desirous of obtaining as much information as possible from the residents of the City before making this decision; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which (1) covers the addition of the Property to the Urban Renewal Area; and (2) authorizes the undertaking of a new urban renewal project in the Urban Renewal Area consisting of using tax increment financing to pay the costs of the City's Interstate 35 and Highway 210 Water and Sewer Extension Project; and

WHEREAS, it is now necessary that a date be set for a public hearing on the designation of the expansion of the Urban Renewal Area and on the Amendment;

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

- Section 1. This City Council will meet at the <u>Huxley City Hall</u>, Huxley, Iowa, on September 24, 2019, at <u>6 o'clock p.m.</u>, at which time and place it will hold a public hearing on the designation of the expanded Urban Renewal Area described in the preamble hereof and on the Amendment.
- Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in Huxley, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator is hereby designated as the City's representative in connection with the consultation process which is required under that section of the urban renewal law. It is hereby directed that representatives of Story County and the Ballard Community School District be invited to participate in the consultation.

Section 4. The proposed Amendment is hereby submitted to the City's Planning and Zoning Commission for review and recommendations, as required by Section 403.5, Code of Iowa.

Roll Call	Aye	Nay	Absent	
David Jensen David Kuhn Greg Mulder Rick Peterson Tracey Roberts				
PASSED, ADO	PTED AND APPR	ROVED this	day of August, 2019.	
	AP	PROVAL BY A	<u>AAYOR</u>	
I hereby approve Mayor of the City of He			-123 by affixing below my oust, 2019.	official signature as
		Craig D.	Henry, Mayor	
ATTEST:				
Jolene Lettow, City C	lerk			

NOTICE OF PUBLIC HEARING ON DESIGNATION OF EXPANDED HUXLEY URBAN RENEWAL AREA AND ON PROPOSED URBAN RENEWAL PLAN AMENDMENT

Notice Is Hereby Given: That at <u>6 o'clock p.m., at the Huxley City Hall, Huxley, Iowa,</u> on September 24, 2019, the City Council of the City of Huxley will hold a public hearing on the question of amending the urban renewal plan (the "Plan") for the Huxley Urban Renewal Area and designating an expanded Huxley Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403, Code of Iowa, by adding and including all the property generally described as follows:

A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 82 NORTH, RANGE 23 WEST OF THE 5TH P.M., STORY COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 31; THENCE SOUTH 89°51'29" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, 836.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°51'29" EAST ALONG SAID NORTH LINE, 264.00 FEET; THENCE SOUTH 00°04'23" EAST, 320.98 FEET; THENCE SOUTH 89°55'37" WEST, 770.61 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 35; THENCE NORTH 26°44'29" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, 197.41 FEET; THENCE NORTH 41°24'32" EAST CONTINUING ALONG SAID EASTERLY RIGHT OF WAY, 103.60 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY 210; THENCE NORTH 86°32'45" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 349.54 FEET; THENCE NORTH 00°04'23" WEST, 47.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.58 ACRES (199,622 SQUARE FEET). PROPERTY SUBJECT TO ROADWAY EASEMENT CONTAINING 0.29 ACRES (12,426 SQUARE FEET); and

AND

Part of Parcel "H" of part of the Northeast Quarter and part of the Southeast Quarter Northwest Quarter all in Section 30, Township 82 North, Range 23 West of the 5th P.M., Story County Iowa as shown on the "Plat of Survey" filed in the office of the Recorder of Story County, Iowa on October 19, 2005, as Instrument Number 05-13161, in Slide 256 at Page 2 AND part of the Southeast 1/4 of the Northwest 1/4 of said Section 30 AND part of the South 1/2 of said Section 30 AND Parcel 'C' of part of the Northwest 1/4 of the Northeast 1/4 of Section 31, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa as shown on the Plat of Survey thereof recorded in Instrument# 2019-04298 in the Story County Recorder's Office and being more particularly described as follows:

Commencing at the Southwest corner of said Parcel "H"; thence North 00°49'33" East along the West line of said Parcel "H", 50.00 feet to the point of beginning;

thence South 89°54'29" East, 29.88 feet; thence South 00°33'45" West, 1356.77 feet; thence

South 15°07'31" East, 396.12 feet; thence South 25°21'50" East, 810.72 feet; thence South 47°28'43" East, 151.79 feet; thence South 86°13'59" East, 274.25 feet; thence South 89° 52'56" East, 290.85 feet; thence South 00°08'33" West, 117.95 feet to a point on the North line of said Northwest 1/4 of the Northeast 1/4 of Section 31; thence North 89° 51'27" West along said North line 19.48 feet to the Northeast corner of said Parcel 'C'; thence South 00°04'23" East along the East line of said Parcel 'C', 320.98 feet to the Southeast corner thereof; thence South 89° 55'37" West along the South line of said Parcel 'C' 770.61 feet to the Southwest corner thereof; thence North 26°44'29" East along the West line of said Parcel 'C' 197.41 feet; thence North 41°24'32" East along said West line of Parcel 'C' 103.60 feet; thence North17°04'12" East, 167.99 feet to a point on the East right-of-way line of Interstate 35; thence North 47°07'21" West along said East right-of-way line 178.97 feet; thence North 25°21'50" West along said East right-of-way line 821.20 feet; thence Northwesterly 358.98 feet along said East right-of- way line and along a curve to the right, having a radius of 1086.00 feet and a chord bearing of North 15° 54'05" West, 357.34 feet; thence North 00° 33'32" West along said East right-of-way line 234.50 feet to the North line of the South 95 acres of the East 1/2 of the South fractional 1/2; thence North 00° 28'06" East along said East right of way line, 1074.27 feet; thence North 89° 50'22" West, 274.00 feet to the West right-of-way line of said Interstate 35; thence North 00°27'25" East along said West right-of-way line,

100.00 feet; thence South 89° 50'22" East, 287.26 feet to the point of beginning.

The proposed amendment to the Plan brings the property described above in to the Urban Renewal Area and makes it subject to the provisions of the Plan. The amendment also authorizes the undertaking of a new urban renewal project in the Urban Renewal Area consisting of using tax increment financing to pay the costs of the City's Interstate 35 and Highway 210 Water and Sewer Extension Project.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Jolene Lettow City Clerk

	• • • •	
On motion and vote the me	eting adjourned.	
	Craig D. Henry, Mayor	
ATTEST:		
Jolene Lettow, City Clerk		

EXHIBIT A Legal Description Expanded Huxley Urban Renewal Area (September, 2019 Addition)

A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 82 NORTH, RANGE 23 WEST OF THE 5TH P.M., STORY COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 31; THENCE SOUTH 89°51'29" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, 836.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°51'29" EAST ALONG SAID NORTH LINE, 264.00 FEET; THENCE SOUTH 00°04'23" EAST, 320.98 FEET; THENCE SOUTH 89°55'37" WEST, 770.61 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 35; THENCE NORTH 26°44'29" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, 197.41 FEET; THENCE NORTH 41°24'32" EAST CONTINUING ALONG SAID EASTERLY RIGHT OF WAY, 103.60 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY 210; THENCE NORTH 86°32'45" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 349.54 FEET; THENCE NORTH 00°04'23" WEST, 47.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.58 ACRES (199,622 SQUARE FEET). PROPERTY SUBJECT TO ROADWAY EASEMENT CONTAINING 0.29 ACRES (12,426 SQUARE FEET); and

AND

Part of Parcel "H" of part of the Northeast Quarter and part of the Southeast Quarter Northwest Quarter all in Section 30, Township 82 North, Range 23 West of the 5th P.M., Story County Iowa as shown on the "Plat of Survey" filed in the office of the Recorder of Story County, Iowa on October 19, 2005, as Instrument Number 05-13161, in Slide 256 at Page 2 AND part of the Southeast 1/4 of the Northwest 1/4 of said Section 30 AND part of the South 1/2 of said Section 30 AND Parcel 'C' of part of the Northwest 1/4 of the Northwest 1/4 of Section 31, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa as shown on the Plat of Survey thereof recorded in Instrument# 2019-04298 in the Story County Recorder's Office and being more particularly described as follows:

Commencing at the Southwest corner of said Parcel "H"; thence North 00°49'33" East along the West line of said Parcel "H", 50.00 feet to the point of beginning; thence South 89°54'29" East, 29.88 feet; thence South 00°33'45" West, 1356.77 feet; thence

South 15°07'31" East, 396.12 feet; thence South 25°21'50" East, 810.72 feet; thence South 47°28'43" East, 151.79 feet; thence South 86°13'59" East, 274.25 feet; thence South 89° 52'56" East, 290.85 feet; thence South 00°08'33" West, 117.95 feet to a point on the North line of said Northwest 1/4 of the Northeast 1/4 of Section 31;

thence North 89° 51'27" West along said North line 19.48 feet to the Northeast corner of said Parcel 'C'; thence South 00°04'23" East along the East line of said Parcel 'C', 320.98 feet to the Southeast corner thereof; thence South 89° 55'37" West along the South line of said Parcel 'C' 770.61 feet to the Southwest corner thereof; thence North 26°44'29" East along the West line of said Parcel 'C' 197.41 feet; thence North 41°24'32" East along said West line of Parcel 'C' 103.60 feet: thence North17°04'12" East, 167.99 feet to a point on the East right-of-way line of Interstate 35; thence North 47°07'21" West along said East right-of-way line 178.97 feet; thence North 25°21'50" West along said East right-of-way line 821.20 feet; thence Northwesterly 358.98 feet along said East right-of- way line and along a curve to the right, having a radius of 1086.00 feet and a chord bearing of North 15° 54'05" West, 357.34 feet; thence North 00° 33'32" West along said East right-of-way line 234.50 feet to the North line of the South 95 acres of the East 1/2 of the South fractional 1/2; thence North 00° 28'06" East along said East right of way line, 1074.27 feet; thence North 89° 50'22" West, 274.00 feet to the West right-of-way line of said Interstate 35; thence North 00°27'25" East along said West right-of-way line,

100.00 feet; thence South 89° 50'22" East, 287.26 feet to the point of beginning.

CITY OF HUXLEY, IOWA

URBAN RENEWAL PLAN AMENDMENT HUXLEY URBAN RENEWAL AREA

September, 2019

The Urban Renewal Plan (the "Plan") for the Huxley Urban Renewal Area (the "Urban Renewal Area") is being amended for the purposes of adding certain property to the Urban Renewal Area and identifying new urban renewal projects to be undertaken therein.

- 1) Addition of Property. The real property (the "Property") legally described on Exhibit A hereto is, by virtue of this Amendment, being added as the September, 2019 Addition to the Urban Renewal Area. With the adoption of this Amendment, the City will designate the Property as an economic development area. The Property will become subject to the provisions of the Plan for the Urban Renewal Area. It is anticipated that the City will adopt an ordinance providing for the division of property tax revenues, as set forth in Section 403.19 of the Code of Iowa, with respect to a portion of the Property.
- 2) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project:

Name of Project: Interstate 35 and Highway 210 Water and Sewer Extension Project

Name of Urban Renewal Area: Huxley Urban Renewal Area

Date of Council Approval of Project: September 24, 2019

Description of Project and Project Site: The City will undertake the extension of sanitary sewer lines and water mains, the installation of manholes, fittings hydrants, valves and the related excavation, backfill, surface restoration and cleanup work to support the development of a Kum & Go and promote future development on the Commercial Development Property (as described on Exhibit A hereto).

The Interstate 35 and Highway 210 Water and Sewer Extension Project will have a direct, positive impact on increased and improved commercial development in the Urban Renewal Area through the provision of enhanced public infrastructure in the City.

Description of Properties to be Acquired in Connection with the Project: The City will acquire such easement territory and rights-of-way as are necessary to successfully undertake the Interstate 35 and Highway 210 Water and Sewer Extension Project.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Interstate 35 and Highway 210 Water and Sewer Extension Project with either borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligation will be repaid with incremental property tax revenues derived from the

Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Waterworks Project will not exceed \$200,000.

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

Constitutional debt limit of the City:

Outstanding general obligation debt of the City:

Proposed debt to be incurred in connection with

June, 2019 Amendment*

\$15,196,699

\$8,976,572

\$4,300,000

^{*}It is anticipated that some or all of the debt incurred hereunder may be made subject to annual appropriation by the City Council.

EXHIBIT A LEGAL DESCRIPTION HUXLEY URBAN RENEWAL AREA SEPTEMBER, 2019 ADDITION

A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 82 NORTH, RANGE 23 WEST OF THE 5TH P.M., STORY COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 31: THENCE SOUTH 89°51'29" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, 836.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°51'29" EAST ALONG SAID NORTH LINE, 264.00 FEET; THENCE SOUTH 00°04'23" EAST, 320.98 FEET; THENCE SOUTH 89°55'37" WEST, 770.61 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 35; THENCE NORTH 26°44'29" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, 197.41 FEET; THENCE NORTH 41°24'32" EAST CONTINUING ALONG SAID EASTERLY RIGHT OF WAY, 103.60 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY 210; THENCE NORTH 86°32'45" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE. 349.54 FEET; THENCE NORTH 00°04'23" WEST, 47.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.58 ACRES (199,622)**SOUARE** FEET). PROPERTY SUBJECT TO ROADWAY EASEMENT CONTAINING 0.29 ACRES (12,426 SQUARE FEET) (SUCH PROPERTY REFERRED TO IN THE *URBAN* RENEWAL **PLAN** AMENDMENT AS THE COMMERCIAL **DEVELOPMENT PROPERTY)**; and

AND

Part of Parcel "H" of part of the Northeast Quarter and part of the Southeast Quarter Northwest Quarter all in Section 30, Township 82 North, Range 23 West of the 5th P.M., Story County Iowa as shown on the "Plat of Survey" filed in the office of the Recorder of Story County, Iowa on October 19, 2005, as Instrument Number 05-13161, in Slide 256 at Page 2 AND part of the Southeast 1/4 of the Northwest 1/4 of said Section 30 AND part of the South 1/2 of said Section 30 AND Parcel 'C' of part of the Northwest 1/4 of the Northeast 1/4 of Section 31, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa as shown on the Plat of Survey thereof recorded in Instrument# 2019-04298 in the Story County Recorder's Office and being more particularly described as follows:

Commencing at the Southwest corner of said Parcel "H"; thence North 00°49'33" East along the West line of said Parcel "H", 50.00 feet to the point of beginning; thence South 89°54'29" East, 29.88 feet; thence South 00°33'45" West, 1356.77 feet; thence South 15°07'31" East, 396.12 feet; thence South 25°21'50" East, 810.72 feet; thence South 47°28'43" East, 151.79 feet; thence South 86°13'59" East, 274.25 feet; thence South 89° 52'56" East, 290.85 feet; thence South 00°08'33" West, 117.95 feet to a point on the North line of said Northwest 1/4 of the Northeast 1/4 of Section 31; thence North 89° 51'27" West along said North line 19.48 feet to the Northeast corner of said Parcel 'C'; thence South 00°04'23" East along the East line of said Parcel 'C', 320.98

feet to the Southeast corner thereof; thence South 89° 55'37" West along the South line of said Parcel 'C' 770.61 feet to the Southwest corner thereof; thence North 26°44'29" East along the West line of said Parcel 'C' 197.41 feet; thence North 41°24'32" East along said West line of Parcel 'C' 103.60 feet; thence North17°04'12" East, 167.99 feet to a point on the East right-of-way line of Interstate 35; thence North 47°07'21" West along said East right-of-way line 178.97 feet; thence North 25°21'50" West along said East right-of-way line 821.20 feet; thence Northwesterly 358.98 feet along said East right-of-way line and along a curve to the right, having a radius of 1086.00 feet and a chord bearing of North 15° 54'05" West, 357.34 feet; thence North 00° 33'32" West along said East right-of-way line 234.50 feet to the North line of the South 95 acres of the East 1/2 of the South fractional 1/2; thence North 00° 28'06" East along said East right-of-way line, 1074.27 feet; thence North 89° 50'22" West, 274.00 feet to the West right-of-way line of said Interstate 35; thence North 00°27'25" East along said West right-of-way line,

100.00 feet; thence South 89° 50'22" East, 287.26 feet to the point of beginning.

STATE OF IOWA COUNTY OF STORY CITY OF HUXLEY

SS:

I, the undersigned, City Clerk of the City of Huxley do hereby certify that pursuant to the resolution of its City Council fixing a date of public hearing on the question of designating the expanded Huxley Urban Renewal Area for the City and on a proposed urban renewal plan amendment, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City, and copies were sent to the county and school district.

WITNESS my hand this day of	, 2019.
	City Clerk

(Attach here publisher's affidavit of publication of notice.)

(PLEASE NOTE: This certificate must not be dated until the publication has been made and you have reviewed it to be sure that the notice was published on the date indicated in the attached affidavit.)



August 22, 2019

VIA EMAIL

John Haldeman City Administrator/City Hall Huxley, IA

Re: Huxley Urban Renewal Area (September, 2019 Addition)

Our File No. 419996-60

Dear John:

We have prepared the attached materials which will enable the City Council to act on August 27, 2019 to set September 24, 2019 as the date for a public hearing on the expansion of the Huxley Urban Renewal Area and on an amendment to the existing urban renewal plan for the Area.

The notice which is included in the attached resolution must be published once, not less than four (4) and not more than twenty (20) days prior to the date selected for the hearing. The last date on which the notice can effectively be published is September 20, 2019. Please print a separate copy of the notice for delivery to the newspaper and email a copy of the published notice to lemke.susan@dorsey.com.

In addition to publishing the notice of a hearing, a copy of the amendment to the urban renewal plan must be submitted to the Planning and Zoning Commission, and the Commission must provide a written recommendation to the City Council with respect to whether the amendment is in conformance with the City's general or comprehensive plans.

Also, a "consultation session" must be set up with Story County and the Ballard Community School District. Please refer to my separate letter attached for further details.

Please return one fully executed set of these proceedings, once all the actions have been taken, and contact John Danos or me if you have any questions.

Kind regards,

Amy Bjork

Attachments



August 22, 2019

VIA EMAIL

John Haldeman City Administrator/City Hall Huxley, IA

Re:

Huxley Urban Renewal Area Amendment/Consultation Session

Our File Number: 419996-60

Dear John:

The Iowa Urban Renewal Law requires that the City provide information concerning a proposed urban renewal plan amendment to certain other governmental bodies which might be affected by the use of tax increment financing within the amended urban renewal area. Specifically, the City must send a copy of the urban renewal plan amendment and an invitation to attend a meeting to discuss the urban renewal plan amendment to any county and school district whose jurisdiction covers any property to be included within the amended urban renewal area. This consultation must be held at least two weeks before the public hearing.

It is our understanding that the property within the City's amended urban renewal area would affect Story County and the Ballard Community School District.

Attached is a draft letter which you may use in order to provide notification to these governmental entities of the date, time and place of a meeting at which they may discuss the urban renewal plan amendment. The law does not require that this be a meeting of the City Council, and you may use your discretion about who represents the City at the meeting.

Along with the letter, you should send a copy of the urban renewal plan amendment and a copy of the notice of the public hearing on the urban renewal plan amendment.

According to our records, here are the mailing addresses for the individuals who should receive the notification letter and the enclosures:

Board of Supervisors c/o Story County Auditor Story County Courthouse 900 6th Street Nevada, Iowa 50201



Page 2

Superintendent Ballard Community School District 509 North Main Avenue Huxley, Iowa 50124

Please call John Danos or me if you have questions.

Kind regards,

Amy Bjork

Attachment

[City letterhead]

DATE:	
TO:	Board of Supervisors, Story County Superintendent, Ballard Community School District
FROM:	City Council City of Huxley, Iowa
RE:	Huxley Urban Renewal Area Amendment
amending the Iowa, the Cit scheduling a r	ity of Huxley is in the process of expanding its Huxley Urban Renewal Area, and urban renewal plan for the area and, pursuant to Section 403.5 of the Code of y is sending you the enclosed copy of its urban renewal plan amendment and neeting at which you will have the opportunity to discuss this amendment. meeting to discuss our urban renewal plan amendment has been set for, 2019, at o'clockm. at the
comments. In written recommend	f you are unable to send a representative to the meeting, we invite your written addition, Section 403.5 gives your designated representative the right to make unendations concerning the urban renewal plan amendment no later than seven g the date of the meeting.
	ity Council will also hold a public hearing on this urban renewal plan amendment lockm. on September 24, 2019, and a copy of the notice of hearing is enclosed nation.
Please	call our City Administrator at (515) 597-2562 if you have questions.

Enclosure



August 23, 2019

To: City of Huxley Planning & Zoning Commission

From: John P. Danos and Amy Bjork, Bond Counsel

Re: Huxley Urban Renewal Area/Urban Renewal Plan Amendment

A public hearing will be held by the City Council on September 24, 2019 on a proposed amendment to the urban renewal plan for the Huxley Urban Renewal Area to add the property legally described in the proposed amendment and to approve a new urban renewal project. We have prepared this memorandum to assist the Commission in performing its role in this process.

Section 403.5 of the Code of Iowa requires that, before they hold a public hearing, the City Council must submit a copy of the proposed plan amendment to the Commission, "for review and recommendations as to its conformity with the general plan for the development" of the City. The statute does not require that the Commission hold a hearing on the proposed plan amendment, nor does it require that the Commission take any action to either approve or reject the proposed plan amendment. It directs that the Commission review the plan amendment and comment to the City Council as to whether the plan amendment conforms to, or is consistent with, the City's Comprehensive Plan. Please complete your review and submit any comments to the City Council by Noon on September 24, 2019.

Please call us at (515) 283-1000 if you have questions about the statutory process.

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 27th Day of August, 2019.

RESOLUTION NO. 19-124

RESOLUTION SETTING DATE FOR A PUBLIC HEARING ON DESIGNATION OF THE 2019 WESTVIEW HEIGHTS URBAN RENEWAL AREA AND ON URBAN RENEWAL PLAN AND PROJECT

WHEREAS, a proposal has been made which shows the desirability of designating certain real property situated in the City of Huxley, Iowa (the "City") as the 2019 Westview Heights Urban Renewal Area (the "Urban Renewal Area") in order to facilitate projects for the promotion of economic development, pursuant to the provisions of Chapter 403, Code of Iowa; and

WHEREAS, under the proposal, the real property (the "Property") described on Exhibit A hereto would be designated as the Urban Renewal Area; and

WHEREAS, this City Council is desirous of obtaining as much information as possible from the residents of the City before making this designation; and

WHEREAS, a proposed urban renewal plan (the "Plan") has been prepared for the governance of projects and initiatives to be undertaken in the Urban Renewal Area and which authorizes an initial urban renewal project to be undertaken therein consisting of providing tax increment financing support to West View Heights Phase II LLC to help pay the costs of the construction of public infrastructure improvements necessary for the development of a residential housing subdivision; and

WHEREAS, it is now necessary that a date be set for a public hearing on the designation of the Urban Renewal Area and on the Plan;

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

- Section 1. This City Council will meet at the <u>Huxley City Hall</u>, Huxley, Iowa, on September 24, 2019, at <u>6</u> o'clock <u>p</u>.m., at which time and place it will hold a public hearing on the designation of the proposed Urban Renewal Area described in the preamble hereof and on the proposed Plan for said Area.
- Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached to this resolution, which publication shall be made in a legal newspaper of general circulation in Huxley, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for the hearing.
- Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator is hereby designated as the City's representative in connection with the consultation process which is required under that section of the urban renewal law.

Section 4. The Plan is review and recommendati	-		-	ning Commission for
Roll Call	Aye	Nay	Absent	10
David Jensen David Kuhn Greg Mulder Rick Peterson Tracey Roberts		=======================================		
PASSED, ADOPTE	ED AND APP	ROVED this	day of August, 201	<u>9.</u>
	<u>A1</u>	PPROVAL BY M	IAYOR .	
I hereby approve the Mayor of the City of Huxley				my official signature as
		Craig D. I	Henry, Mayor	
ATTEST:				
Jolene Lettow, City Clerk				

NOTICE OF A PUBLIC HEARING ON DESIGNATION OF THE 2019 WESTVIEW HEIGHTS URBAN RENEWAL AREA, AND ON PROPOSED URBAN RENEWAL PLAN AND PROJECT

Notice Is Hereby Given: That at 6 o'clock p .m., at the Huxley City Hall, Huxley, Iowa, on September 24, 2019 the City Council of the City of Huxley, Iowa (the "City") will hold a public hearing on the question of designating as the 2019 Westview Heights Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403, Code of Iowa, the real property situated in the City of Huxley, Story County, State of Iowa, described as follows:

Outlot A, Westview Heights Plat 1 in the City of Huxley, Story County, Iowa; and

Outlot B, Westview Heights Plat 1 in the City of Huxley, Story County, Iowa; and

The Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) except road right of way, Section 14, Township 82 North, Ranger 24, West of the 5th P.M., Story County, Iowa, now in the City of Huxley; and

The Southwest Quarter (SW ½) of the Southwest Quarter (SW ½) of Section Fourteen (14), Township Eighty-two (82) North, Range Twenty-four (24) West of the 5th P.M., Story County, Iowa, now in the City of Huxley.

The subject matter of the public hearing will also include a proposed urban renewal plan and project for the Urban Renewal Area identified above, pursuant to Chapter 403, Code of Iowa, a copy of which plan is on file for public inspection in the office of the City Clerk.

The general scope of the proposed urban renewal plan (the "Plan"), as more specifically described therein, includes the following:

Increasing the tax base and promoting economic growth in the City by encouraging economic development, constructing necessary public improvements and assisting private enterprise through tax increment financing incentives in the Urban Renewal Area. The initial project to be undertaken under the Plan will consist of providing tax increment financing support to West View Heights Phase II LLC to help pay the costs of the construction of public infrastructure improvements necessary for the development of a residential housing subdivision.

At the hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matter of the hearing.

Jolene Lettow City Clerk

	• • • •	
On motion and vote the mee	eting adjourned.	
	Craig D. Henry, Mayor	
ATTEST:		
Jolene Lettow, City Clerk	_	

EXHIBIT A LEGAL DESCRIPTION 2019 WESTVIEW HEIGHTS URBAN RENEWAL AREA

Outlot A, Westview Heights Plat 1 in the City of Huxley, Story County, Iowa; and

Outlot B, Westview Heights Plat 1 in the City of Huxley, Story County, Iowa; and

The Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) except road right of way, Section 14, Township 82 North, Ranger 24, West of the 5th P.M., Story County, Iowa, now in the City of Huxley; and

The Southwest Quarter (SW ½) of the Southwest Quarter (SW ½) of Section Fourteen (14), Township Eighty-two (82) North, Range Twenty-four (24) West of the 5th P.M., Story County, Iowa, now in the City of Huxley.

CITY OF HUXLEY, IOWA

URBAN RENEWAL PLAN 2019 WESTVIEW HEIGHTS URBAN RENEWAL AREA

SEPTEMBER, 2019

I. INTRODUCTION

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

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

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

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

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

This document is intended to serve as the Urban Renewal Plan for the City of Huxley's (the "City") 2019 Westview Heights Urban Renewal Area (the "Urban Renewal Area") and will

guide the City in promoting economic growth through the encouragement of residential development in such area as detailed herein. This document is an Urban Renewal Plan within the meaning of Chapter 403 of the Code of Iowa and sets out proposed projects and activities within the Urban Renewal Area.

II. DESCRIPTION OF URBAN RENEWAL AREA

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

III. URBAN RENEWAL OBJECTIVES

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

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

IV. URBAN RENEWAL PROJECTS AND ACTIVITIES

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

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

V. SPECIFIC URBAN RENEWAL PROJECTS

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

Name of Project: West View Heights Housing Development Project

Date of Council Approval of Project: September 24, 2019

Description of the Project: Westview Heights Phase II LLC (the "Developer") is undertaking the development of a residential subdivision and the corresponding construction of public infrastructure (the "Infrastructure Project") on the Property (as described in Section II above).

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

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

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

Description of Use of TIF: The City intends to enter into an economic development agreement (the "Agreement") with the Developer with respect to the construction of the Infrastructure Project thereon and to provide annual appropriation economic development payments (the "Payments") to the Developer thereunder. The Payments made under the Agreement will be funded with incremental property tax revenues to be derived from the Property (as defined in Section II above). It is anticipated that the City's total commitment of incremental property tax revenues with respect to the Infrastructure Project, including the Payments, the Admin Costs and the LMI Set Aside (as described below) will not exceed \$23,526,800.

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

VI. LAND USE PLAN AND PROPOSED DEVELOPMENT

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

VII. TAX INCREMENT FINANCING

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

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

Procedurally, after tax increment debt has been incurred for the financing of improvements within the TIF District or for the payment of economic development incentives to private entities,

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

VIII. ASSISTANCE TO FAMILIES OF LOW AND MODERATE INCOME

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

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

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

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

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

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

IX. EFFECTIVE PERIOD

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

X. PLAN AMENDMENTS

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

XI. FINANCIAL INFORMATION

CITY DEBT INFORMATION

1.	Current constitutional debt limit	\$ <u>15,196,699</u>
2.	Outstanding general obligation debt:	\$ <u>8,976,572</u>
3.	Proposed amount of TIF debt	
	to be incurred*	\$ 16,000,000 (Payments)
		\$10,000 (Admin Costs)
		\$ 7,516,800 (LMI Amount)
		\$ <u>23,526,800</u> (Total)

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

EXHIBIT A LEGAL DESCRIPTION 2019 WESTVIEW HEIGHTS URBAN RENEWAL AREA

Outlot A, Westview Heights Plat 1 in the City of Huxley, Story County, Iowa; and

Outlot B, Westview Heights Plat 1 in the City of Huxley, Story County, Iowa; and

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The Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section Fourteen (14), Township Eighty-two (82) North, Range Twenty-four (24) West of the 5th P.M., Story County, Iowa, now in the City of Huxley.

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 27th Day of August, 2019.

RESOLUTION NO. 19-125

RESOLUTION TAKING ADDITIONAL ACTION ON PROPOSAL TO ENTER INTO A GENERAL OBLIGATION CORPORATE PURPOSE AND REFUNDING LOAN AGREEMENT AND AUTHORIZING THE USE OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION THEREWITH

WHEREAS, the City of Huxley (the "City"), in Story County, State of Iowa, previously issued its \$3,720,000 General Obligation Refunding Bonds, Series 2012A, dated February 29, 2012 (the "2012A Bonds"), a portion of which currently remain outstanding, maturing on June 1 in each of the years and in such amounts and bearing interest at such rates as follows:

	Principal	Interest Rate		Principal	Interest Rate
Year	<u>Amount</u>	Per Annum	<u>Year</u>	<u>Amount</u>	Per Annum
2020	\$530,000	2.00%	2026	\$210,000	3.00%
2021	\$185,000	2.35%	2027	\$215,000	3.15%
2022	\$190,000	2.50%	2028	\$220,000	3.25%
2023	\$195,000	2.60%	2029	\$230,000	3.40%
2024	\$200,000	2.70%	2030	\$235,000	3.50%
2025	\$205,000	2.85%	2031	\$245,000	3.60%

; and

WHEREAS, pursuant to the resolution (the "2012A Bond Resolution") authorizing the issuance of the 2012A Bonds, the City reserved the right to prepay part or all of the 2012A Bonds maturing in each of the years 2020 to 2031 (the "Callable 2012A Bonds"), inclusive, prior to maturity on June 1, 2019 or on any date thereafter, subject to the provisions of the 2012A Bond Resolution; and

WHEREAS, the City heretofore proposed to enter into a loan agreement (the "Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$4,300,000 for the purpose of paying the costs, to that extent, of constructing extensions and improvements to the municipal sanitary sewer system and the municipal waterworks system (the "Projects") and refunding the outstanding Callable 2012A Bonds, and has published notice of the proposed action and has held a hearing thereon on August 27, 2019; and

WHEREAS, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of General Obligation Corporate Purpose and Refunding Bonds, Series 2019A (the "Bonds") in evidence of the obligation of the City under the Loan Agreement, and it is now necessary to make provision for the approval of the P.O.S. and to authorize its use by Northland Securities, Inc. (the "Underwriter") as the underwriter of the issuance of the Bonds;

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

- Section 1. The City Council hereby determines to enter into the Loan Agreement in the future and to issue the Bonds at such time, in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.
- Section 2. The City Administrator is hereby authorized to take such action as shall be deemed necessary and appropriate, with the assistance of the Underwriter to prepare the P.O.S. describing the Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved.
- Section 3. The use by the Underwriter of the P.O.S. relating to the Bonds in substantially the form as has been presented to and considered by the City Council is hereby approved, and the Underwriter is hereby authorized to prepare and use a final Official Statement for the Bonds substantially in the form of the P.O.S. but with such changes therein as are required to conform the same to the terms of the Bonds and the resolution, when adopted, providing for the sale and issuance of the Bonds, and the City Administrator is hereby authorized and directed to execute a final Official Statement for the Bonds, if requested. The P.O.S. as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.
- Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.
- Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

PASSED, ADOPTED AND APPROVED this ____ day of August, 2019.

Roll Call	Aye	Nay	Absent	
David Jensen David Kuhn	_	_	·	
Greg Mulder Rick Peterson	_	_	(
Tracey Roberts		-	3==	
	<u>Al</u>	PPROVAL BY M	<u>LAYOR</u>	
I hereby approve t Mayor of the City of Huxl				my official signature as
ATTEST:		Craig D. l	Henry, Mayor	
Jolene Lettow, City Clerk				

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTIES OF STORY
CITY OF HUXLEY

SS:

I, the undersigned, City Clerk of the City of Huxley, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to a public hearing and additional action on the proposal to enter into a certain Loan Agreement and to issue General Obligation Corporate Purpose and Refunding Bonds in evidence of the City's obligation under the Loan Agreement and the approval of a preliminary official statement, as referred to herein.

WITNESS MY HAND this	day of, 2019.	
	Jolene Lettow, City Clerk	



August 21, 2019

Via Email

John Haldeman City Administrator/City Hall Huxley, Iowa

Re: General Obligation Corporate Purpose and Refunding Loan Agreement

Our File No. 419996-60

Dear John:

We have prepared and attach the necessary proceedings covering the hearing on a Loan Agreement and providing for the adoption of a resolution taking additional action with respect to the General Obligation Corporate Purpose and Refunding Bonds, Series 2019A (the "Bonds") at the August 27th City Council meeting. The proceedings also authorize the use of a preliminary official statement (the "P.O.S.") in connection with the sale of the Bonds.

The proceedings attached include the following items:

- 1. Minutes of the meeting covering the hearing, followed by the resolution taking additional action in connection with the Loan Agreement. This resolution simply sets forth the City Council's determination to enter into the Loan Agreement in the future, and its adoption constitutes the "additional action" required by the Iowa Code. The resolution also provides for the authorization of the P.O.S. and approves its use by Northland Securities, Inc.
 - 2. Attestation Certificate with respect to the validity of the transcript.

On August 27th, the City Council should meet as scheduled, hold a hearing on its intention to enter into the Loan Agreement and adopt the attached resolution. The minutes as drafted assume that no objections will be filed or made.

Prior to the adoption of the resolution, you and the City Council should review the proposed P.O.S., which Northland Securities, Inc. is preparing, carefully for accuracy and to ensure that there are no important facts being left out of the document that might bear on potential risks to bond holders. It should be noted that, while we will review and comment on the portions of the document that are pertinent to our role as bond counsel, we have not been engaged as disclosure counsel, and we will not engage in a full due diligence process to investigate the accuracy of financial data or any bond holder risks that are unknown to us, nor will we be providing any legal opinions with respect to the documents offering the Bonds for sale. We are available to do this additional work as the City's disclosure counsel if requested.

As soon as possible after the City Council meeting, please return one fully executed copy of all of the completed pages in these proceedings. If you have any questions, please contact Amy Bjork or me.

Best regards,

John P. Danos

Attachments

cc via email: Michael Hart

Jolene Lettow Chad Shirk

MINUTES FOR HEARING AND ADDITIONAL ACTION ON ENTERING INTO A LOAN AGREEMENT AND TO AUTHORIZE PRELIMINARY OFFICIAL STATEMENT FOR SALE OF BONDS

419996-60

Huxley, Iowa

August 27, 2019

The City Council of the City of Huxley, Iowa, met on August 27, 2019, at p.m., at the City Hall in the City. The Mayor presided and the roll was called showing the following members of the City Council present and absent:
Present:
Absent:
This being the time and place specified for taking action on the proposal to enter into a General Obligation Corporate Purpose and Refunding Loan Agreement in a principal amount not to exceed \$4,300,000, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor closed the public hearing.
After due consideration and discussion, Council Member introduced the following resolution and moved its adoption, seconded by Council Member The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:
Ayes:
Nays:
Whereupon, the Mayor declared the resolution duly adopted, as hereinafter set out.

At the conclusion of the meeting	ng, and upon motion and vote, the	e City Council adjourned.
Attest:	Mayor	
City Clerk		

ADMINISTRATIVE BUSINESS

Prepared by Amy Beattie, City Attorney, and reformatted by John Haldeman, City Administrator for Huxley, Iowa,
City Council Meeting on the 27th day of August 2019

RESOLUTION NO. 19-126

RESOLUTION MAKING FINAL DETERMINATION ON THE SALE OF PARCEL "P" IN THE NW/4 OF NE/4 OF SECTION 23, TOWNSHIP 82, RANGE 24 AS SHOWN ON SLIDE 395, PAGE 1 IN HUXLEY, STORY COUNTY, IOWA AND AUTHORIZING THE EXECUTION OF PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF HUXLEY AND M.R. PROPERTIES, L.C.

WHEREAS, the City of Huxley owns certain real property that is legally described as:

Parcel "P" in the NW/4 of the NE/4 of Section 23, Township 82, Range 24 as shown on Slide 395, Page 1 in Huxley, Story County, Iowa (the "Property"); and

WHEREAS, M.R. Properties, L.C. has presented a Purchase Agreement to the City of Huxley for the purpose of acquiring the Property; and

WHEREAS, the Code of Iowa requires that, before a city may dispose of an interest in real property by sale, the city must set forth its proposal in a resolution and public notice as provided in Section 362.3, of the resolution and of a date, time and place of a public hearing on the proposal; and

WHEREAS, the Code of Iowa also requires that, before a city may enter into a proposed purchase agreement for the real property that a public hearing must be held on the proposed agreement; and

WHEREAS, pursuant to said notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Purchase Agreement which include the potential sale of the Property, and has considered the extent of objections received from residents or property owners as to said proposed Purchase Agreement; and, accordingly the following action is now considered to be in the best interest of the City and residents thereof; and

WHEREAS, the Council has determined that the Purchase Agreement is in the best interest of the City and the residents thereof and the performance by the City of its obligations thereunder is a public undertaking and purpose.

NOW THEREFRE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF HUXLEY, IOWA:

Section 1. The Council finds that disposal of interests in the Property as set forth in the Purchase Agreement will benefit and is in the best interests of the residents of the City. The Council further finds that transfer of the Property, with consideration as provided in the Purchase Agreement constitutes fair consideration for the disposal of interests in the Property.

Section 2. The proposal to sell the Property pursuant to the terms of the proposed Purchase Agreement is hereby approved.

Section 3. The performance by the City of its obligation under the Purchase Agreement including but not limited to selling the Property to M.R. Properties, L.C. is hereby declared to be a public undertaking and purpose and in furtherance of the best interests of the residents of the City.

Section 4. That the form and content of the Purchase Agreement, the provisions of which are incorporated herein by reference, be and the same hereby is in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal, and deliver the Purchase Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Purchase Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Purchase Agreement as executed.

Roll Call	Aye	Nay	Absent	
David Jensen David Kuhn Greg Mulder Rick Peterson Tracey Roberts				
PASSED, ADO	PTED AND APPR	ROVED this	day of August, 2019	
	e the foregoing Re		-126 by affixing below my officia	l signature as
Mayor of the City of Hu	ixley, lowa, this	day of Aug	<u>ist, 2019.</u>	
		Craig D.	Henry, Mayor	
ATTEST:				
Jolene Lettow, City C	lerk	-		

Sellers Initials

CENTURY 21 Signature Real Estate Purchase Agreement

Buyer and Seller request that Broker(s) select and complete documents as authorized by Iowa law or by Iowa Supreme Court Ruling, such as purchase agreements, groundwater hazard, & declaration of value incident to a				
residential real estate transaction.				
Stave Doming C7/23/19-1-48 PM				
Stave Komino CDT ARLHIEN-E/12-HE1S				
Sellers' Signatures Date Buyers' Signatures Date				
Buyer: M.R. Properties				
Seller. City of Huxley				
Property Address: SECTION:23 TOWNSHIP:82 RANGE:24 NW NE PARCEL"P" SLIDE 395 PG 1 HUXLEY				
Legal Description: SECTION:23 TOWNSHIP:82 RANGE:24 NW NE PARCEL"P" SLIDE 395 PG 1 HUXLEY				
City: HUXLEY County: Story State: IA Zip Code: 50124				
Buyer hereby agrees to buy, and Seller agrees to sell, the property on the following terms and conditions:				
Date of Offer: Date: 07/23/2019 Time: 5:00 Offer Expires On Date: 07/31/2019 Time: 9:00 a.m. Purchase Price: \$100000				
Terms The purchase price is payable as follows:				
Cash, cashier's check, or certified funds at closing, including Earnest Money.				
New Loan - See "Financing Contingency" below.				
Contingent upon closing of property located at See Subject to Sale (Ist				
Right of Refusal) Addendum.				
Contingent upon buyer's closing and obtaining proceeds from the sale of				
closing on(date).				
Seller Financing/Contract				
Other				
Earnest Money \$ 1000				
Evidenced By: To be Held by: Other Remarks:				
Personal Check Listing Broker				
Cashier's Check Selling Broker				
Cash				
Earnest Money to be deposited in trust account upon acceptance of this agreement by all parties.				
Financing Contingency?				
This Agreement is contingent upon Buyer securing the following financing:				
Assume Existing Loan				
New Loan: Type of Loan: Conv.				
Amount: \$/% Maximum % of Rate: Fixed Rate Adj. Rate				
Years: Maximum Points:				
Sellers to credit buyers at time of closing for closing costs and/or prepaid expenses.				
Property must appraise at no less than the purchase price.				
□ Preliminary Approval. □ With Offer or □ By (date) Buyer shall				
provide Seller with a letter from Buyer's lender evidencing Buyer's ability to qualify for the loan amount and terms set forth above, subject only to such reasonable and customary conditions as the lender typically imposes				
on such preliminary approval letters				
Other Terms: City to provide lot improvement costs to complete lot development and construction, specifically				
Other Terms: City to provide lot improvement costs to complete lot development and construction, specifically regarding road abandonment, drainage and water detention and ingress/egressnot to exceed \$100,000. Of that \$100,000 no more than \$25,000 can be used for road abandonment. HOME WARRANTY: Included with this sale? Yes No Paid for by SELLER or BUYER				
#100,000. Ut that \$100,000 no more than \$25,000 can be used for road abandonment.				
Warranty Co. Plan, at a cost not to exceed \$				
j at a cost not to exceed \$				

1. BUYERS agree to pay all customary loan costs unless otherwise agreed upon in writing. BUYERS agree upon acceptance of this offer to immediately make application for such mortgage with a lender and to make their best effort to obtain a mortgage commitment as above provided. If BUYERS have not obtained a written commitment with appraisal or loan denial by 8/15/19 ________, SELLERS may rescind this Agreement by giving written notice to the BUYERS stating that if a mortgage commitment has not been obtained within five (5) business days of receipt of such notice then this Agreement shall be null and void and the earnest money shall be returned to the BUYERS. If SELLERS do not choose to give such written notice, then this Agreement shall remain valid until the BUYERS have obtained mortgage commitment or denial. In addition to the proceeds of aforementioned mortgage the BUYERS shall pay the balance of purchase price in cash at the time of closing with adjustment for closing costs to be added or deducted from this amount. SELLERS acknowledge and agree that the property will be taken off the market until SELLERS receive notice of a mortgage commitment or denial from BUYERS (if contingent upon new mortgage), unless otherwise agreed in writing by both parties.

IF LOAN COMMITMENT IS NOT OBTAINED, THE EARNEST MONEY SHALL BE REFUNDED TO THE BUYERS.

2. POSSESSION AND CLOSING:

Closing and Possession is to be given on 8/31/19

Adjustment of interest, rents, prepaid fuel and all charges attributed to the SELLERS' possession are to be made on this date. Closing shall occur upon delivery of an instrument of title. Possession shall be given upon signing of closing documents. This transaction shall be considered closed upon filing of documents and receipt of all funds. If for any reason possession or closing are not on the above date, the parties shall make a separate written agreement. If no separate written agreement has been made, either party with the ability to close may rescind this agreement by giving written notice to the other party stating closing must occur within five (5) business days of receipt of such notice or this agreement shall be null and void. If neither party chooses to give such notice, then this agreement shall remain valid until closing.

- 3. TRUST PAYMENTS: All funds deposited as part payments shall be held by Broker in trust pending acceptance of this offer, and examination of the abstract and delivery of deed or formal contract. Buyer authorizes the company financing this purchase to pay all funds to Broker for the benefit of Seller and Seller authorizes Agent to accept and manage payments and disbursements. At time of settlement, funds of the purchase price may be used to pay taxes, other liens, and closing costs to comply with the above requirements, to be handled under supervision of Broker, and subject to approval of Buyer on title questions which may be needed to produce marketable title. If Buyer is refunded any Earnest Money, any expenses incurred on Buyer's behalf shall be deducted and paid to creditors.
 - If agreed to by the broker, any interest on trust account shall be forwarded to the Iowa Association of REALTORS® Foundation, a charitable non-profit entity, or as directed and mutually agreed in writing by both Buyer and Seller.
- 4. INSURANCE: Within 10 days from acceptance of this offer, BUYERS agree to make application for homeowner's insurance, if required. If BUYERS are unable to procure homeowner's insurance, the BUYERS may rescind this Agreement by giving written notice to the SELLERS stating the agreement is null and void. SELLERS shall bear the risk of loss or damage to the property prior to closing or possession, whichever occurs first. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void, if Buyer desires. Buyer, however, shall have the right to complete the closing and receive insurance proceeds regardless of the extent of the damage plus a credit towards the purchase price equal to the amount of the Seller's deductible on such policy. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before closing date.
- 5. SPECIAL ASSESSMENTS: The SELLERS shall pay in full all special assessments that are certified as liens on the public record at closing. Any preliminary or deficiency assessment, which cannot be discharged by payment, shall be paid through an escrow account with sufficient funds to pay such liens when payable with any unused funds returned to the SELLERS'. SELLERS shall pay all charges for solid waste removal, sewage, and assessments of maintenance that are attributable to SELLERS possession.

Sellers	Initials	



6. TAXES:

- A. The SELLERS shall pay all real estate taxes that are liens for prior years and all those that are due and payable in the fiscal year in which possession is given.
- B. The SELLERS shall pay their prorated share, based upon date of possession, of real estate taxes for the fiscal year in which possession is given due and payable in the subsequent fiscal year. The BUYERS shall be given a credit for such proration at closing based upon the last known actual real estate taxes payable according to public record. However, if such taxes are not based upon the full assessment of the present property improvements or the tax classification as of the date of possession, such perorations shall be based on the current millage and the assessed values as shown by the Assessor's Records on the date of possession. In the event of such partial assessment, it shall be the duty of the SELLERS to so notify the BUYERS and BROKER.

7. DUTIES OF PARTIES:

- A. The BROKER, its agents, employees, and associates make no representations or warranties as to the physical or mechanical condition of the property, its size, future value, or income potential.
- B. SELLERS and BUYERS acknowledge that the SELLERS of real property have a legal duty to disclose material defects of which SELLERS have actual knowledge and which a reasonable inspection by the BUYERS would not reveal.
- 8. REMEDIES OF THE PARTIES: If the SELLERS fail to fulfill this Agreement, they will pay the BROKER the commission in full. The BUYERS shall have the right to have all payments returned, and/or to proceed by any action at law or in equity, and the SELLERS agree to pay costs and reasonable attorney fees, and a receiver may be appointed. If the BUYERS fail to fulfill this Agreement, SELLERS may forfeit the same as provided in Chapter 656 of the Code of Iowa, and all payments made herein shall be forfeited, or the SELLERS may proceed by an action at law or in equity. The BUYERS agree to pay costs and reasonable attorney fees, including the BROKER'S commission and any other expense incurred by the SELLERS. For purpose of collecting the BROKER'S commission from either the SELLERS or the BUYERS, BROKER shall be deemed an intended third party beneficiary to this Agreement and may bring an action of law against either the SELLERS or BUYERS for the collection thereof which will include all costs and expenses incurred and reasonable attorney's fees.
- 9. MEDIATION: In the event of a dispute, Buyer and Seller agree to consider mediation as an alternative to initiating legal action. The mediation will be conducted in accordance with the rules and procedures of a mutually agreed mediation service. Even when utilizing mediation, parties may still seek legal remedies.
- 10. INCLUDED PROPERTY: Included with the property shall be all fixtures that integrally belong to, or specifically adapted to or are a part of the real estate, whether attached or detached, such as: attached wall to wall carpeting, built-in appliances, ceiling fans, light fixtures (including light bulbs), water softeners (except rentals), smoke alarms, shutters, shades, rods, blinds, vertical blinds, awnings, storm windows, storm doors, screens, television antennas, air conditioning equipment (except window type), door chimes, automatic garage door openers, garage door remotes, electrical service cables, mailboxes, sump pumps,

ttached mirrors, fencing, attached shelving, gates, LP tank (if owned), bushes, trees, shrubs and also included shall be the following:	olants.
he following items shall not be included:	
any personal property and debris not included in the sale of the property must be removed	at the

expense of the SELLERS prior to day of possession.

11. FUNDS: It is agreed that at time of closing, funds of the purchase price received from BUYERS and/or BUYERS' lender, may be used to apply to the purchase price, to pay taxes and other liens, same to be handled under supervision of the BROKER and subject to approval of BUYERS' attorney on title questions needed to produce marketable title. SELLERS hereby appoint the BROKER to receive such funds and make such payments and disbursements.

Sellers	Initials		Buyer Initials	4.43 PM CDT	
				dotloop verified	

12. CONDITION OF PROPERTY: Federal law (known as Title X) requires notification of potentially
dangerous levels of lead-based paint in properties built prior to 1978 (See Lead-Based Paint Disclosure). It
applicable, the SELLER will provide BUYERS copies of any records or prior test results pertaining to lead-
based paint. SELLERS shall have water, gas and electrical utilities on for BUYERS' inspections through
the date of possession. The property as of the date of this Agreement including buildings, grounds, and all
improvements will be preserved by the SELLERS in its present condition until possession, ordinary wear
and tear accepted. The BUYERS shall be permitted to make an inspection of the property prior to possession
or closing, whichever is sooner, in order to determine that there has been no change in the condition of the
property. SELLERS represent that as of the date of possession the heating, air conditioning, plumbing
electrical and other mechanical fixtures and equipment, if any, are performing the function for which they
were intended, unless otherwise specified. BUYER's choice below in no way affects any improvements to
the property that may be required by BUYER's lender.
A. The BUYERS may choose one of the following alternatives relative to the condition and quality of the
property.
1. Within business days (M-F) after the final acceptance date BUYERS may, at their sole
expense, have the property inspected by a qualified person or persons of BUYER'S choice to determine if
there are any major structural, mechanical, radon gas, fungal, roof, plumbing, electrical, siding, or lead-
based paint deficiencies. These inspections are not construed as inspections to bring an older home into
compliance with current local building codes nor are they to be used for the purposes of obtaining any
replacement or upgrade to any functional water heater or HVAC system. These inspections are intended to
discover any major deficiencies existing on the property. Major deficiency is a material defect existing on
the property, which if not corrected by the SELLER prior to closing, would have a significant negative
impact on the fair market value of the property or pose an unreasonable risk to the safety of persons on the
property. BUYER agrees minor repairs and routine maintenance items are not a part of this contingency.
BUYER to indemnify SELLER for any damage resulting from the environmental investigation. Within
this same period, BUYER may notify SELLER in writing of any such deficiency. Failure to do so shall
be deemed a waiver of BUYER'S inspection and repair rights and BUYER agrees to accept the property
in its present condition. In the event of any claim or request by BUYER as a result of inspections,
SELLER shall within three (3) business days of notification notify the BUYER in writing of what steps, if
any, the SELLER will take to correct any deficiencies before closing. The BUYER shall then within three
(3) business days in writing notify the SELLER that (1) such steps are acceptable, in which case this
Agreement, as so modified, shall be binding upon all parties; or (2) shall negotiate in good faith a
modification of the agreement; or (3) that such steps are not acceptable, in which case this Agreement
shall be null and void, and any earnest money shall be returned to BUYER.
2. BUYERS acknowledge that they are purchasing this property in AS-IS condition and no repairs or
corrections will be made by the SELLERS. However, BUYERS reserve the right to conduct an inspection
on the property withinbusiness days after the final acceptance date. If BUYERS find any
major structural, mechanical, radon gas, fungal, roof, plumbing, electrical, siding, lead-based paint,
environmental or other deficiencies that are beyond BUYERS' expectation, BUYERS may rescind this
contract in writing during the inspection period with any earnest money to be returned to the BUYERS.
3. BUYERS acknowledge that they have made a satisfactory inspection of the property and are
purchasing the property in its existing condition.
4. SELLERS have offered property in its "As-is" condition and BUYERS accept Property in its "As-
is" condition. No inspection will be completed. Even if an inspection is conducted, SELLER shall not be
obligated to replace/repair any item(s) and is not bound to release any Earnest Money or void contract.
B. New Construction: If the improvements on the subject property are under construction or are to be
constructed, this Agreement shall be subject to approval of plans and specification by the parties within
days of final acceptance of this Agreement. New construction shall have the warranties implied
by law, specifically made by suppliers of materials/appliances, or specifically tendered by the contractor.
The Broker and its agents make no warranties as to the quality of construction or materials.
C. Ground Water Hazard Statement will be filed at closing for the SELLERS regarding the following
items: (1) wells; (2) solid waste; (3) hazardous waste; (4) underground storage tanks (5) private burial grounds located on the property.
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Sellers Initials Buyer Initials Page 4

- 13. PEST INSPECTION. If the subject property contains at least one and not more than a four family residential dwelling (matches 558A.1 (4) definition), SELLERS, at their sole expense, shall have the property inspected for any wood destroying insects by a licensed Pest Inspector prior to closing. If active wood destroying insect infestation or damage due to prior or active infestation is discovered, SELLER shall have the options of either A) declaring this Agreement void and return the earnest money to the BUYER within five (5) days after receipt of the inspection report, provided however, BUYER may accept the property in its existing condition without such treatment or repairs or B) have the property treated by a licensed pest exterminator and if damage has been discovered to the property, have the damage repaired to the BUYERS' satisfaction prior to closing. If repairs are not made to the BUYERS' satisfaction, upon receipt of written notice by the BUYER this Agreement shall be null and void and any Earnest Money shall be returned to the BUYER. This provision shall not apply to fences, trees, shrubs or outbuildings other than garages.
- 14. NON PUBLIC WATER WELLS AND SEWAGE, COMMERCIAL WASTE, AND EXCRETE DISPOSAL INSPECTIONS: The SELLERS shall obtain satisfactory inspection reports on these two systems from the State & County Board of Health and present them to the BUYERS prior to closing of the sales transaction if such is required by the State & County Board of Health. Cost of inspections, if any and cost of repairs required by County Board of Health to be paid by SELLERS.
- 15. RENTAL PROPERTY: If this property is currently used as rental property, this Agreement is contingent upon SELLERS providing BUYERS a letter of compliance with all applicable rental codes and ordinances, if applicable, unless otherwise provided herein. BUYERS shall take the property, subject to the rights of existing tenants. SELLERS, shall within the time specified in Paragraph 12A, deliver to BUYERS copies of all leases, rental agreements, outstanding notices sent to tenants and current income and expenses statements. SELLERS shall make no changes in leases and tenancies, and shall enter into no new leases or rental agreements during the pendency of this transaction, without BUYERS' prior written request. SELLERS shall surrender to BUYERS all security deposits of tenants if required by law and will prorate all rentals received.
- 16. SURVEY: The BUYERS may, no later than 10 days prior to closing, have the property surveyed at their expense. If the survey, certified by a Registered Land Surveyor, shows any encroachment on said property or if any improvements located on the subject property encroach on land of others, such encroachments shall be treated as a title defect.
- 17. ABSTRACT AND TITLE: SELLERS shall promptly provide, at SELLER'S expense, an abstract of title continued to and including the date of acceptance of this agreement. Continued abstract shall be delivered to an attorney selected by the Buyer or Buyer's lender for a title opinion. Seller shall, in the alternative if requested by Buyer or Buyer's lender, provide at Seller's expense a written lien search continued to and including the date of acceptance of this Agreement. Such lien search shall be delivered to a title insurer. Seller agrees to make every reasonable effort to promptly perfect title in accordance with such opinion or title policy so that upon conveyance, title shall be deemed marketable in compliance with this Agreement and the laws of the State of Iowa, and if applicable, the title policy. If closing is delayed due to Sellers' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving 10 days written notice to the other party and BROKER. SELLERS shall not be entitled to rescind unless they have made a reasonable effort to procure marketable title.
- 18. COURT APPROVAL: If the property is an asset of any estate, trust or conservatorship, this Agreement is contingent upon Court approval unless declared unnecessary by BUYERS' attorney. If necessary, the appropriate fiduciary shall promptly obtain court approval and Court Officer's Deed shall make conveyance.
- 19. GENERAL PROVISIONS: In the performance of each part of this Agreement, Time Shall Be Of The Essence. This Agreement shall be binding on and inure the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This Agreement shall survive this closing. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this Agreement.

20.	OTHER PROVISIONS: Buyers request 15 days for due diligence. Contingent on property being eligible
	for City incentive program. Contingent on City allowing site plan approval process to run concurrent with PA process.
	Buyer has 6 months to break ground.

Sellers Initials			Buyer Initials	5%) 07/23/19 4:48 FM CDT			Page 5
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21. AGENCY DISCLOSURE: Buyer and Seller confirm the		
Buyer and Seller confirm the		
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understand who is representi	ng them and the di-	es of agency representation were provided to them, to slosures were provided prior to signing this Offer For F
Estate.	ing them, and the disc	losures were provided prior to signing this Offer For F
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Buyer's Brokerage CENTURY Dual Agent/Brokerage	21 Signature Real Estat	eSeller's Brokerage
22. SURVIVAL: The warranties	C representation	venants, agreements, duties and remedies contained
herein shall survive the even	s, representations, co-	venants, agreements, duties and remedies contained
contemplated herein and the	and delivery of	this agreement, the closing of the transactions
23. CALCULATING TIME DI	FDIODS. All C	tract or deed conveying title.
otherwise noted. A day shall	having the 12 ac	tract or deed conveying title. Ices to days shall be construed as business days unless
prescribed or allowed berein	the day of the	and end at 11:59 p.m. In computing any time period
and the last days of the time	me day of the act or	event from which the time period runs is not included
event the last day shall be the	period is included unl	event from which the time period runs is not included less that last day is a state or federal holiday, in which
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Signature Real Estate) an admir 25. ACCEPTANCE	nistrative fee of \$125	at closing.
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then this Agreement will be val	id and binding. Copi	a acceptance if ratified in written form by BUYERS, es of all such notices shall also be sent to the Listing
Agent and Selling Agent, or the	eir Brokers.	diam also be selle to the Listing
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Cell Phone

Agent

Cell Phone