

CITY COUNCIL MEETING NOTICE TUESDAY MAY 11, 2021 6:00 P.M.

CITY COUNCIL CHAMBERS

AGENDA

1. ROLL CALL

2. APPROVE AGENDA AS PRESENTED AND/OR AMENDED

3. PRESENTATION/RECOGNITION

a. National Public Works Week Proclamation

4. PUBLIC COMMENT (5 MINUTE TIME LIMIT FOR ITEMS NOT ON THIS AGENDA)

5. PUBLIC HEARINGS

6. CONSENT AGENDA – These are routine business items and will be acted upon by one Roll Call Vote without separate discussion unless a Councilmember or citizen requests an item to be removed or considered separately.

- a. Approve Minutes from the April 27, 2021 Regular Meeting and the May 4, 2021 Worksession
- b. Approve Payment of Bills
- c. Second Reading Ordinance No. 515 Rezoning of Blue Sky Residential: A-1 and M-1 to R-1 and Request Waiver of Third Reading
- d. Second Reading Ordinance No. 516 Rezoning of Toy Box Storage Industrial: R-1 to M-1 and Request Waiver of Third Reading
- e. Approve Resolution No. 21-038 Toy Box Storage Site Plan
- f. Motion to Approve Agreement with Conference Technologies, Inc. for Council Chambers Audio Project (Council 2020 Goal Setting Process)
- g. Motion to Approve Purchase of Fire Station Generator from Price Electric (FY 2021 CIP)
- h. Motion to Approve Contribution to the Story County Housing Trust Fund
- i. Motion to Approve Appointment of John Murphy to the Planning & Zoning Commission
- j. Approve Items related to the 560th Avenue Paving Project
 - 1. Resolution No. 21-041 Payment Estimate No. 7
 - 2. Resolution No. 21-042 Certificate of Completion and Acceptance of the Project

7. BUSINESS ITEMS

- a. Approve Resolution No. 21-043 Final Terms of Development Agreement with Innovative Technologies
- b. Approve Resolution No. 21-044 Fee Increase for Recreation Center at 3Cs
- c. Consideration of Application for Covid-19 Relief Recreational Trails Program and Approve Resolution No. 21-045 to Prepare and Submit Application

8. INFORMATIONAL ITEMS

 Proposed First Reading of Ordinance to Increase Water Rates for Water Treatment Plant Expansion May 25th

- b. Proposed Revised Water Conservation Ordinance Draft May 25th
- c. FY 2021 Budget Amendment May 25th
- d. Proposed First Reading of Construction Site Erosion and Sediment Control Ordinance May 25th
- e. Updated Zoning and Land Use Maps (Council 20-21 Goal Setting)

9. CITY ADMINISTRATOR AND DIRECTOR REPORTS

10. MAYOR AND COUNCIL REPORTS

11. ADJOURNMENT

UPCOMING WORK SESSION TOPICS

Timeline and Public Input Process for Proposed Sidewalk Infill Program (Council 20-21 Goal Setting) FY 2022 and Long-Range Capital Improvement Plan Comprehensive Plan (Council 20-21 Goal Setting)

Development Agreements and Tax Increment (Council 20-21 Goal Setting) Economic Development Incentives-Priority Corridors and Programs Sanitary Sewer Service Area Study Other Topics of Interest to Mayor and Council

For more information on this and other agenda items, please call the City Clerk's Office at 515-597-2561 or visit the Clerk's Office, City Administration Building at 515 N. Main Ave. Council agendas are available to the public at the City Clerk's Office on Monday morning preceding Tuesday's council meeting. Citizens can also request to receive meeting notices and agendas by email by calling the Clerk's Office or sending their request via email.



National Public Works Week Proclamation (SAMPLE)

May 16 – 23, 2021

"Stronger Together"

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of **Huxley, Iowa** and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in **Huxley**, **Iowa** to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2021 marks the 61st annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, **Kevin Deaton, Mayor** do hereby designate the week May 16 – 22, 2021 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City (to be affixed),

DONE at Huxley, Iowa this _____ day of _____ 2021.

[INSERT OFFICIAL SEAL]

HUXLEY CITY COUNCIL MEETING MINUTES Tuesday, April 27, 2021

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 held a meeting on the above date pursuant to rules of the council, notice posted at City Hall and onto website. Mayor Deaton called the meeting to order at 6:00 pm.

ROLL CALL: Easter, Peterson, Mulder, Roberts; absent - Kuhn

AGENDA APPROVAL: Motion by Easter, second by Peterson to approve agenda as presented. Roll Call: Easter, Peterson, Mulder, Roberts voted yes. Motion carried.

CITY STAFF PRESENT: Rita Conner – City Administrator, Jolene Lettow – City Clerk, Megan Brendeland – Fire Dept. Secretary, Trent Meiners – Deputy Fire Chief, Cathy Van Maanen – Library Director, Heather Denger – Parks and Recreation Director, Gerry Stoll – Police Chief, Jeff Peterson – Public Works Director

CONSULTANTS PRESENT: Forrest Aldrich- city engineer; Steve Gerdes, auditor

PROCLAMATION: Mayor read proclamation recognizing May 9 – 15 as Economic Development Week.

PRESENTATIONS:

- Representatives from Holmes Murphy presented information pertaining to the city's health plan renewal. Explained the benefits of the city being a member of the Employee Benefits System.
- City auditor briefly explained the findings of the fiscal year 2020 audit.

PUBLIC HEARINGS:

Mayor opened hearing at 6:19pm for rezoning of Blue Sky Residential from A-1 and M-1 to R-1. There being no comments from public motion by Easter, second by Roberts to close hearing at 6:20pm. 4 ayes. Hearing closed.

- Ordinance 515: Motion by Roberts, second by Easter to approve Ordinance 515 to Rezone Blue Sky Residential from A-1 and M-1 to R-1. Roll Call: Peterson, Mulder, Roberts, Easter voted yes. Motion carried, first reading passed.

Mayor opened hearing at 6:21pm for rezoning of Toy Box Storage Industrial from R-1 to M-1. There being no comments from public motion by Roberts, second by Easter to close hearing at 6:20pm. 4 ayes. Hearing closed.

 Ordinance 516: Motion by Easter, second by Peterson to approve Ordinance 516 to Rezone Toy Box Storage Industrial from R-1 to M-1. Councilman Easter commented Comp Plan lists property as M-1. Kristina Brekke, property owner, explained that the rezoning would expand lot to accommodate storage area and parking needs for commercial business currently on residential lot. Councilman Easter commented that there could be issue with lot that includes a home as well as a commercial business. Staff to look at alternatives. Council will revisit prior to second and third readings. Roll Call: Easter, Roberts, Mulder, Peterson voted yes. Motion carried, first reading passed.

CONSENT AGENDA:

Motion by Roberts, second by Peterson to approve Consent Agenda as listed below with Items f and g to be pulled from Consent Agenda for separate discussion. Councilman Mulder requested changes in April 13th council minutes regarding Innovative Technologies Development Agreement Amendment.

- a. Approve Minutes from April 13, 2021 Regular Meeting
- b. Approve Payment of Bills and Treasurer's Report
- c. Approve Cigarette Permits for Casey's North, Casey's South and Kum & Go
- d. Second Reading Ordinance No. 512 Fire and Rescue Department Request Waiver of Third Reading
- e. Second Reading Ordinance No. 513 Traffic Signage Request Waiver of Third Reading
- f. Motion to Approve Repair Work for 1998 Spartan Motors Firetruck pulled for separate discussion
- g. Approve Resolution No. 21-033 Renewal of City Medical, Dental and Vision Insurance pulled for separate discussion

- h. Approve Resolution No. 21-034 East 1st Street Project Notice to Proceed, Contract, Bonds and Authorizing Mayor to Execute
- i. Approve Resolution No. 21-035 Set Public Hearing for Meadow Lane Investments, LLC Annexation
- j. Approve Resolution No. 21-036 Engineering Services Agreement with V & K for the Iowa Department of Transportation I-35 Widening Project

Claims:

			152.95
A KING'S THRONE, LLC ALLENDER BUTZKE ENGINEERS		PORT-O-JOHN	
AMERICAN BUSINESS PHONES		GEOTECHNICAL EXPLOR-WATER PLAN REMOTE LABOR	25.00
		OIL, FILTER, BEARING CONE	653.40
ARNOLD MOTOR SUPPLY AXON ENTERPRISE, INC.		TASER CARTRIDGES	108.15
BAKER & TAYLOR ENTERTAINME		BOOKS	821.90
AXON ENTERPRISE, INC. BAKER & TAYLOR ENTERTAINME BAKER GROUP BLANK PARK ZOO BUD'S AUTO REPAIR INC CARDMEMBER SERVICE CENTRAL IOWA DIESEL PERFOR		NEW ROOF FOR 3C'S-PARTIAL BILL	
BLANK PARK ZOO		LIBRARY ZOO PROGRAM	125.00
BUD'S AUTO REPAIR INC		WATER PUMP FOR 2014 DODGE	596.13
CARDMEMBER SERVICE		LIBRARY ZOO PROGRAM WATER PUMP FOR 2014 DODGE SEE ATTACHED 606 ATTACK FIRE TRUCK REPAIR JANTORIAL SUPPLIES	14,865.83
CENTRAL IOWA DIESEL PERFOR CENTRAL IOWA DISTRIBUTING		JANTORIAL SUPPLIES	1,528.82 415.00
CENTRAL IOWA LAWN & LANDSC			
CLINTON H. THOMPSON		MOWER PARTS BASKETBALL LEAGUE OFFICIAL COARSE ROCK SALT ELECTRIC BASKETBALL LEAGUE REFEREE HYDRANT GATE VALVE JANITORIAL SUPPLIES DELD TORCHES	480.00
COMPASS MINERALS AMERICA		COARSE ROCK SALT	3,700.32
CONSUMERS ENERGY		ELECTRIC	9,580.34
DACIA BUSS		BASKETBALL LEAGUE REFEREE	100.00
DACIA BUSS DANKO EMERGENCY EQUIPMENT DOLLAR GENERAL-REGIONS 410		HYDRANT GATE VALVE	769.73
		JANITORIAL SUPPLIES	91.05 340.90
ED M. FELD EQUIPMENT CO. I EDEN HART		DRIP TORCHES BASKETBALL LEAGUE SCORE KEEPER	340.90
FREIGHTLINER OF DES MOINES			48.00 1,385.67 55.25
GALLS, LLC- DBA CARPENTER		UNIFORM PARTS	55.25
GENERAL TRAFFIC CONTROLS,		TRAFFIC SIGNAL EQUIPMENT	872.00
HAWKINS, INC.		ENGINE 206 MAINTENANCE UNIFORM PARTS TRAFFIC SIGNAL EQUIPMENT WATER TREATMENT CHEMICALS HOLE SAW-WATER PLANT EXPANSION	872.00 1,988.15
HAWKINS, INC. HOKEL MACHINE SUPPLY		HOLE SAW-WATER PLANT EXPANSION	22.26
INTERNAL REVENUE SERVICE		FED WITHOLDING TAX	12,249.86
IOWA AUTOMATION CO.		INSTALL WIRE TO RUN RO PILOT JANITORIAL SUPPLIES	555.50
IOWA DOT		JANITORIAL SUPPLIES BURN PILE CLEAN UP EMAIL LOCATES STORY WALK SIGNS UNEMPLOYMENT CLAIM	100.70
IOWA ONE CALL		EMAIL LOCATES	108.00
IOWA PRISON INDUSTRIES		STORY WALK SIGNS	8,690.00
IOWA WORKFORCE DEVELOPMENT		UNEMPLOYMENT CLAIM	3,593.82
J.P. COOKE CO., THE		PET TAGS	61.50
IOWA EARTH WORKS, LLC IOWA ONE CALL IOWA PRISON INDUSTRIES IOWA WORKFORCE DEVELOPMENT J.P. COOKE CO., THE JACKSON BROWN KEYSTONE LABORATORIES		BASKETBALL LEAGUE SCOREKEEPER MONTHLY WATER SAMPLING UAG FAA TEST	72.00
		MONTHLY WATER SAMPLING	62.50
MARCHESANO, JOSEPH MARTIN MARIETTA MATERIALS		UAG FAA TEST CLEAN ROCK	173.00 141.15
MARIIN MARIEITA MATERIALS MENARDS		SUPPLIES FOR WATER PLANT EXPAN	310 08
MUNICIPAL SUPPLY		SUPPLIES FOR WATER PLANT EXPAN	1,008.14
NELSON ELECTRIC		REIMBURSE FOR CANCELLED PERMIT	
NEW CENTURY FS INC		OVERPAYMENT	100.00 2,833.83 90.00
OXEN TECHNOLOGY		HELP WITH EMAILS	90.00
PCC AN AMBULANCE BILLING S			90.00 287.72
POSTMASTER		POSTMASTER	455.32
PREMIER		PRINTER CONTRACT	42.56 40.35
SATONIUS PARKER		DOLLAR GENERAL REIMBURSEMENT BASKETBALL LEAGUE OFFICIAL	175.00
PREMIER ROBERTS, SUSAN SATONIUS PARKER STORY COUNTY SHERIFF'S OFF		3RD OUARTER DISPATCH	12,659.92
STORY COUNTY TREASURER		PARKING TICKET PROCESSING-2	10.00
SYNCB/AMAZON		BOOKS, DVDS, VOICE AMPLIFIER	934.05
TASC		FLEX BENEFIT PLANS	577.05
TRANE U.S. INC.		CREDIT	7,630.52
U.S. BANK EQUIPMENT FINANC		PRINTER LEASE	110.45
VEENSTRA & KIMM, INC. VERIZON WIRELESS		WATER TREATMENT PLANT EXPANSIO PUBLIC WORKS CELL PHONES	45,017.64 332.16
WINDSTREAM IOWA COMMUNICAT		DISPATCH PHONE	80.13
	Evnonsos		00.15
001 Constal Fund	Expenses	<u>Revenues</u>	
001 General Fund	36,627.48	64,368.03	
002 Library	12,213.31	516.51	
003 Recreation	4,827.24	13,692.44	
004 Fire and Rescue	5,822.01		
014 Ambulance	4,064.44	2,754.12	
110 Street	-	50.00	
	4,662.03	50.00	
125 TIF	7.95		
398 DeRecho Storm	69,950.00		
600 Water	65,612.72	78,564.81	

610	Sewer	9,536.92	<u>79,609.68</u>
	Payroll	<u>55,551.84</u>	
	Grand Total	\$268,875.94	\$239,555.59

Item f from Consent Agenda: Motion by Easter, second by Roberts to Approve Repair Work for 1998 Spartan Motors Firetruck. Councilman Peterson asked how mural expense got approved. Monies spent on mural could be used for fire truck repairs. Deputy Chief Meiners explained repairs needed for fire truck and stated that funds to pay for mural could come out of association funds. Roll Call: Easter, Peterson, Mulder, Roberts voted yes. Motion carried.

Item g from Consent Agenda: Motion by Roberts, second by Peterson to Approve Resolution No. 21-033 Renewal of City Medical, Dental and Vision Insurance. Roll Call: Peterson, Easter, Roberts voted yes; Mulder abstained. Motion carried.

BUSINESS ITEMS:

Motion by Roberts, second by Easter to Approve Resolution No. 21-037 Kreg Tool Donation. Brian Van Zee, Kreg Tool representative, commented that the donation was Kreg Tool's way of saying thanks to the city. Councilman Mulder suggested resolution reflect amount being donated to city. Rol Call: Mulder, Peterson, Easter, Roberts voted yes. Motion carried.

Motion by Easter, second by Peterson to TABLE Resolution 21-038 Toy Box Storage Site Plan to next Council Meeting. Councilman expressed his concern with 2 different zones on one lot and remarked that city should follow Code; stated legal counsel should review. Council addressed paving of parking lot, landscaping near parking lot and sidewalk. City engineer to review landscaping code. City administrator asked for consistency with waivers for paving of parking lots. Roll Call: Peterson, Easter, Roberts, Mulder voted yes. Motion carried, resolution tabled until next council meeting.

Motion by Easter, second by Roberts to Approve Resolution No. 21-039 Iowa Economic Development Authority – Iowa Downtown Resource Center for Main Avenue Assessment and Stakeholder Participation Process. Roll Call: Roberts, Mulder, Peterson, Easter voted yes. Motion carried.

Motion by Easter, second by Peterson to Approve Resolution No. 21-040 City of Huxley Supplemental Specifications. City engineer informed council that changes in specifications will be placed in one document but will not be referenced in SUDAS requirements. Notice of changes were sent to developers/builders. Roll Call: Easter, Roberts, Peterson, voted yes; Mulder abstained. Motion carried.

INFORMATIONAL ITEMS:

Construction Site Erosion Control Ordinance Development: Jeff Peterson, Public Works Director, provided council with a presentation on an erosion control and inspections ordinance for the city. Councilman Easter asked to get Huxley Development Commission (HDC) feedback.

Purchasing Policy: City administrator asked council for direction. Language changes had been provided by email from councilman Kuhn.

Financial Software Update: City clerk announced that RFP was being developed and would be sent to League and placed on city website.

ADJOURNMENT: Motion - Easter, second - Roberts to adjourn meeting at 8:35pm. 4 ayes, 0 nays. Motion carried.

Submitted by Jolene R. Lettow, City Clerk

Huxley City Council Work Session Minutes Tuesday, May 4, 2021

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

WORK SESSION: The Huxley City Council met in a Zoom work session on the above date pursuant to rules of the council, notice posted at City Hall and posted on website. Mayor Kevin Deaton called the meeting to order at 6:02 pm.

COUNCIL MEMBERS PRESENT: Roberts, Peterson, Kuhn, Mulder, Easter

CITY STAFF PRESENT: Rita Conner – City Administrator, Jolene Lettow – City Clerk, Jeff Peterson – Public Works Director, Gerry Stoll – Police Chief, Heather Denger – Parks and Recreation Director

WORKSESSION: Discussion held on the following topics:

Iowa Codification – Code Process: no changes from council. Department heads to review.

Purchasing Policy: policy was developed as per FEMA regulations to receive federal dollars. Councilman Kuhn stated he had no need to change thresholds and to keep spending limits the same although would like to see language removed regarding the mayor having the right to declare an emergency and competitive solicitation process not being required when an emergency exists.

Sidewalk infill Program and Public Information Process – City administrator would like to have council approval for project by mid-June. Councilman Mulder responded city should solicit public input. Councilman Kuhn suggested city provide public with estimated costs to install sidewalks. City administrator suggested city newsletter be used as medium for soft launch of project. Councilman Mulder responded that project should be approved by council and use language in newsletter that explains the need for sidewalk infill.

Potential Contributions to Story County Housing Trust Fund and Story County Water Monitoring Project: Historically, LMI funds have been used for Story County Housing Trust request. Request is for approximately \$1800. Council asked what formula was for amount being requested. Council consensus was to approve allocation of funds. Council did discuss water monitoring project and consensus was to deny funding for the Prairie Rivers request.

Economic Development Committee Priorities – City administrator reported that ED Committee had discussed parameters for assistance and would like to have ED Committee reconvene to finalize, then full Council review in worksession. Councilman Easter asked that the information be passed on to council in email. Mayor stated topic should be on next work session agenda for discussion.

Personnel Committee Priorities – mayor exclaimed the need for expansion of city staff. Councilman Mulder would like to see justification for increase in staff. Councilman Peterson expressed need to review job descriptions. Mayor indicated the need to expedite process.

Mayor exited meeting at 7:00 pm. Mayor Pro Tem presided over remaining meeting.

Meadow Lane Annexation Proposal/General Annexation Plan Development – Councilman Kuhn suggested incentives be offered by city for voluntary annexations. Councilman Easter remarked that city should review annexations of all available acres so Huxley could reach its city limits goal. Councilman Peterson asked why only small piece of Meadow Lane was being annexed instead of entire proposed development. Quick explained smaller piece will provide squaring off existing development and allow Oak Blvd to be completed.

Cambridge Police Contract - Council reviewed costs provided by staff for service currently being provided to Cambridge. Council further discussed overhead costs, recalculation of costs, council does not want Huxley residents to subsidize Cambridge police protection. Council consensus was to allow Chief Stoll to work through transition to discontinue service. FY2022 Capital improvement Plan (CIP) - City administrator presented FY22 CIP. Council asked that 5 or10 year CIP be brought back to work session for discussion.

ADJOURNMENT: Motion - Easter, second - Peterson to adjourn meeting at 7:50pmpm. 5 ayes, 0 nays. Motion carried.

Attest:

Kevin Deaton, Mayor

Jolene R. Lettow, City Clerk

	А	В		С
1	VENDOR NAME	DESCRIPTION	GRO	SS AMOUNT
2	AFLAC	AFLAC	\$	216.96
3	ALLIANT ENERGY	GAS AND ELECTRIC	\$	9,899.10
4	AXON ENTERPRISE, INC.	TASERS, HOLSTERS, CARTRIDGES	\$	5,591.78
5	BOLAND RECREATION	NORD KALSEM PLAYGROUND FLOOR	\$	7,500.00
6	BRICK GENTRY P.C.	LEGAL FEES	\$	2,637.50
7	CAROLYN MAI	WALMART REIMBURSEMENT	\$	12.55
8	CINTAS CORPORATION	REFILL MEDICAL SUPPLY KIT	\$	145.14
9	CLINTON H. THOMPSON	BASKETBALL LEAGUE OFFICIAL	\$	420.00
10	COMPUTER RESOURCE SPECIALI	COMPUTER WORK	\$	2,047.50
11	DACIA BUSS	BASKETBALL REFEREE	\$	50.00
12	DELTA DENTAL PLAN OF IOWA	DENTAL INSURANCE	\$	1,529.08
13	EBS	MEDICAL INSURANCE	\$	17,590.70
14	EDEN HART	BASKETBALL LEAGUE SCOREKEEPER	\$	96.00
15	EDWARD JONES	IRA	\$	250.00
16	ELECTRIC WHOLESALE CO.	2" MIGHTY CAP	\$	21.04
17	FIDELITY SECURITY LIFE	VISION INS	\$	318.49
18	GALLS, LLC- DBA CARPENTER	UNIFORM PARTS	\$	410.14
19	GATEHOUSE-DB IOWA HOLDINGS	LEGAL PUBLICATIONS	\$	475.29
20	GERALD CALIGIURI	TRAVEL EXPENSES FOR TRAINING	\$	213.40
21	GORDON FLESCH COMPANY, INC	SOFTWARE MAINT SUPPORT	\$	420.00
22	HAWKINS, INC.	WATER TREATMENT CHEMICALS	\$	3,034.40
23	HOKEL MACHINE SUPPLY	OXYGEN TANK FILL	\$	31.92
24	INTERNAL REVENUE SERVICE	PAYROLL TAXES	\$	12,681.16
25	IOWA COUNTY ATTORNEYS ASSO	IA ACTS OF INTEREST TRAINING	\$	70.00
26	IOWA DOT	PAPER TOWEL	\$	63.48
27	IPERS	IPERS	\$	17,189.62
28	ISWEP	EDUCATION PROGRAM	\$	625.00
29	JACKSON BROWN	SCOREKEEPER	\$	36.00
30	JACOB HERMANSON	EXAM APPLICATION REIMBURSEMENT	\$	60.00
31	KEMPKER'S TRUE VALUE AND R	SEE ATTACHED	\$	835.28
32	KEYSTONE LABORATORIES	JANUARY MONTHLY SAMPLING	\$	212.90
33	LINCOLN FINANCIAL GROUP	LIFE & DISABILITY INSURANCE	\$	1,287.28
34	MARTIN MARIETTA MATERIALS	CLEAN ROCK	\$	470.14
35	MASS MUTUAL RETIREMENT SER	DEFERRED COMPENSATION	\$	250.00
36	MIDWEST BREATHING AIR SYST	NFPA COMPLIANT TESTING	\$	187.00
37	MISCELLANEOUS VENDOR	UTILITY DEPOSIT REFUNDS	\$	1,088.73
38	MITCH MCDERMOTT	MEMBERSHIP REFUND	\$	52.94
39	MUNICIPAL SUPPLY	PIPE FOR STORM SEWER AT FD	\$	889.85
40	NCL OF WISCONSIN, INC.	QUARTERLY TSS	\$	17.34
41	OFFICE OF AUDITOR OF STATE	AUDIT FILING FEE	\$	625.00
42	PITTS LAWN AND TREE SERVIC	DERECHO STORM CLEANUP	\$	36,270.00
43	REDWOOD BUILDERS, LLC	BUILDING PERMIT DEPOSIT REFUND	\$	1,000.00
44	SATONIUS PARKER	BASKETBALL LEAGUE OFFICIAL	\$	300.00
45	SCHWARZ FORENSIC ENTERPRIS	CRIME SCENE CLASS	\$	350.00
46	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	\$	287.67

	А	В	С
47	TASC	FLEX BENEFIT PLANS	\$ 577.05
48	TASC - CLIENT INVOICES	JUNE FLEX ADMIN FEES	\$ 69.82
49	TREASURER, STATE OF IOWA	STATE WITHHOLDING	\$ 4,046.00
50	TYLER TECHNOLOGIES, INC.	6/1/21-7/31/22 SOFTWARE SUPPORT	\$ 13,364.33
51	U.S. CELLULAR	AMBULANCE CELL PHONES	\$ 88.51
52	VAN WERT COMPANY	NEPTUNE METERS W/ ERTS	\$ 5,649.00
53	VEENSTRA & KIMM, INC.	ENGINEERING FEES	\$ 38,473.30
54	VERIZON WIRELESS	PD CELL PHONES	\$ 201.56
55	WESCO DISTRIBUTION INC	LED STREET LIGHTS- HWY 69	\$ 4,473.43
56	Payroll Expense		\$ 57,762.00
57	GRAND TOTAL		\$ 252,465.38
58			
59		FUND TOTALS	
60	001 GENERAL FUND	43,411.03	
61	002 LIBRARY	4,601.18	
62	003 RECREATION	4,989.85	
63	004 FIRE AND RESCUE	833.77	
64	014 AMBULANCE	854.07	
65	110 ROAD USE TAX	16,806.70	
66	345 WATER PLANT EXPANSION	37,030.30	
67	398 DERECHO STORM	48,243.43	
68	600 WATER UTILITY	22,636.76	
69	610 SEWER UTILITY	15,296.29	
70	01 PAYROLL EXPENSE	57,762.00	
71	GRAND TOTAL	252,465.38	
72			
	TRUE VALUE BREAK DOWN		
74	P&R	sealant, faucet, connector,	\$ 91.46
		anti seize compound ,sealant	\$ 17.98
76	Library	wrench, sprayer, goo gone gel	\$ 23.47
		concrete mix, keys, ripe clip, eye bolt,	
		nuts & bolts, union, hitch ball, drop ball	
77	Parks	mount, links, air freshener	\$ 343.36
78	PD	keys	\$ 4.98
		tank sprayer, seafoam, grass seed, pvc	
79	Wastewater	tubing	\$ 105.35
		cold patch, pliers, propane, quick snap,	
		hose cap, rope, sand, cement, primer,	
		plug, adapter, foam sealant, bulb,	
80	Streets	sprinkler, links, nuts & bolts	\$ 248.68
81	Total		\$ 835.28

	Huxley RECAP April, 2021		
Account No.	Account Name	Statement No.	Balance Due
15398.000	Municipal	350510	\$2,250.00
15398.001	Prosecutions	350513	\$62.50
15398.002	Fire and Rescue		
15398.003	Prairie Ridge		
15398.005	Litigation		
15398.006	Bond Claims		
15398.011	Planning & Zoning		
15398.012	Public Works		
15398.013	Police	350512	\$100.00
15398.014	Parks		
15398.015	Nuisance Abatement	350511	\$225.00
15398.016	HDC		
15398.017	Library		
15398.018	Development		

Total:

\$2,637.50



Attn: 515 N	f Huxley Rita Col lorth Ma y, IA 5	nner in Street	Statement Date: Statement No. Account No.	April 25, 2021 350510 15398.000 Page: 1
Re:	Mu	unicipal ASB		
		Fees		
03/30/2021	ASB	Review of correspondence from Rita Conner regarding Heinen Property proposal.		37.50
04/05/2021	ASB	Review of correspondence from Kevin Deaton regarding Rita Conner. File review regarding current agreement. Correspondence with Kevin Deaton.		62.50
	ASB	Conference with Matt Brick.		37.50
	ASB	Preparation of Agenda, Resolution as requested by Mayor Deaton.		125.00
	ASB	Review of correspondence from Rita Conner regarding annexation regarding zoning procedures. Phone conference with Rita Conner regarding same.		62.50
	MSB	Correspondence regarding employment issues; additional research regarding same.		87.50
04/06/2021	ASB	Review of and revisions to Agenda, Resolution. Correspondence regarding same.		75.00
	ASB	Review of correspondence and documentation from Rita Conner regarding Loveland's pond access. Correspondence regarding same.		62.50
	ASB	Review of correspondence and documentation regarding DZ Flex Condominium matters. Correspondence regarding same.	x	37.50
04/08/2021	JEN	Review Toy Box rezoning proceedings and correspondence ;lega research on priority of platting versus zoning standards.	al	250.00
04/09/2021	ASB	Review of correspondence and document from Rita Conner regarding 401 Westwood. Correspondence regarding same. Conference with Jim Nervig. Review of correspondence from him.		50.00



Attn: 515 N	f Huxley Rita Coi orth Ma y, IA 50	nner in Street	Statement Date: Statement No. Account No.	April 25, 2021 350510 15398.000 Page: 2
Re:	Mu	inicipal		
04/12/2021	ASB	Review of correspondence regarding Kreg Tool donation. Correspondence regarding same.		37.50
	ASB	Review of correspondence and documentation regarding revisions to Chapter 35. Correspondence regarding same.		50.00
	ASB	Review of correspondence and documentation regarding revisions to Stop and Parking Ordinances. Correspondence regarding same.		37.50
	ASB	Review of correspondence and revised Resolution regarding City Administrator. Correspondence regarding same. Revisions to Agenda, Resolutions. Correspondence regarding same.		62.50
	ASB	Review of correspondence and documentation regarding Kreg Tool donation. Correspondence regarding same. Preparation of Resolution regarding Donation. Correspondence regarding same.		100.00
	ASB	Review of correspondence from Pat Carruthers-Green regarding 401 Westwood.		12.50
	ASB	Review of 4/13/21 Council Agenda packet.		100.00
04/13/2021	ASB	Review of correspondence regarding 4/14/21 Council meeting. Correspondence regarding same.		37.50
	ASB	Review of correspondence from Rita Conner regarding Modification to No Parking Ordinance.		25.00
	ASB	Review of correspondence and Agenda Packet regarding 4/14/21 meeting.		25.00
	MSB	Attorney conference with Amy Beattie regarding employment issue.		37.50
04/14/2021	ASB	Review of correspondence from City Clerk regarding 4/14/21 Council meeting. Correspondence with City Clerk. Review of correspondence from Mayor Deaton. Correspondence with him.		100.00
	ASB	Phone conference with Mayor Deaton.		25.00
	ASB	Attended 4/14/21 Special Council meeting.		287.50



City of Huxley Attn: Rita Conner 515 North Main Street Huxley, IA 50124				ate: No. No.	April 25, 202 3505 ⁻ 15398.00 Page:	10
Re:	Μι	ınicipal				
04/16/2021	ASB	Review of correspondence and P&Z Agenda packet from Rita Conner. Correspondence regarding same.				75.00
04/19/2021	ASB	Review of correspondence from Rita Conner regarding Annexation matters. File review to find procedure. Correspondence with Rita Conner.				25.00
	JEN	Review annexation documents from City Development Board and agenda items for P & Z meeting; correspondence with Rita Conner and Amy Beattie.	l			100.00
04/20/2021	ASB	Review of correspondence from Brent Culp regarding Blue Sky Commons. File review regarding setting of hearing. Correspondence regarding Publication.				37.50
	ASB	Review of correspondence from Rita Conner regarding E 1st Project award. Correspondence regarding same.				25.00
	ASB	Review of correspondence from Josh Kappos regarding same. Review of correspondence from Rita Conner regarding same.				12.50
04/21/2021	ASB	Review of correspondence from Rita Conner regarding Loveland matter. Correspondence regarding same.				25.00
04/25/2021	JEN	Correspondence with Rita Conner and City officials regarding zoning and special permit issues relating to Iowa Earth Project; preparation of opinion letter.				125.00
		For Current Services Rendered			۷.۸	250.00
Timekeepe	r	Recapitulation Title	<u>Hours</u>	Rate	Tot	al
Michael He Amy Beattle Matt Brick	ilman*	Attorney	3.80 13.20 1.00	\$125.00 125.00 125.00	\$475.0 1,650.0 125.0	00
		Total Current Work			2,2	250.00
		Previous Balance			\$3,5	575.00



Telephone: 515 274-1450 Facsimile: 515 274-1488

-3,575.00

City of Huxley		Statement Date: Statement No. Account No.	April 25, 2021 350510 15398.000
515 No	Rita Conner orth Main Street , IA 50124		Page: 4
Re:	Municipal	Payments	
04/15/2021 04/15/2021	Payment Payment		-1,925.00 -1,650.00

Total Payments \$2,250.00 **Balance Due**

Thank you.



City of H Attn: Rit 515 Nort Huxley, I	ta Con th Mai	n Street		Statement E Statement Accoun	No.	April 25, 2 35(15398) Page:	0511
Re:	Nui	sance Abatement ASB					
			Fees				
04/01/2021 A	ASB		om Rita Conner regarding Nuisance nce with Matt O'Hollearn regarding ta Conner.	e			37.50
04/13/2021 M	MRO	Email Rita regarding nuisance infraction for 115 S Main.					187.50
		For Current Services Render	ed				225.00
<u>Timekeeper</u> Amy Beattie Matt O'Hollea	ırn		Recapitulation <u>Title</u> Attorney Attorney	<u>Hours</u> 0.30 1.50	<u>Rate</u> \$125.00 125.00	\$3	<u>Total</u> 97.50 97.50
		Total Current Work					225.00
		Previous Balance					\$325.00
			Payments				
04/15/2021 04/15/2021		Payment Payment Total Payments					-37.50 -287.50 -325.00
		Balance Due					\$225.00

.



City of Huxley Attn: Rita Conner			Statement Date: Statement No. Account No.		April 25, 2021 350512 15398.013	
515 N		in Street			Page:	1
Re:	Po	lice ASB				
		Fees				
04/02/2021	ASB	Review of correspondence from Chief Stoll regarding illegally parked trailers. Correspondence regarding same.				25.00
	ASB	Review of correspondence from Allison Steuterman regarding same.				12.50
	ASB	Review of correspondence from Gerry Caliguri. Legal research regarding Dog Issue. Correspondence with him.				62.50
		For Current Services Rendered				100.00
 .		Recapitulation	Harma	Dete	-	otal
<u>Timekeepe</u> Amy Beatti		<u>Title</u> Attorney	<u>Hours</u> 0.80	<u>Rate</u> \$125.00	\$100	
		Total Current Work				100.00
		Previous Balance				\$25.00
		Payments				
04/15/2021		Payment				-25.00
		Balance Due				\$100.00



Attn: 515 N	f Huxley Rita Cor orth Mai y, IA 50	n Street		Statemen Stateme Accou		April 25, 2021 350513 15398.001 Page: 1	
Re:	Pro	secutions					
		ASB					
			Fees				
04/02/2021	AMS	Review emails regarding ticket questi ordinances; draft email to Chief and A				62.50)
		For Current Services Rendered				62.50)
		F	Recapitulation				
<u>Timekeepe</u> Allison Ster		<u>Title</u> Attorne		<u>Hours</u> 0.50	<u>_Rate</u> \$125.00	<u>Total</u> \$62.50	
Allison Stel	uterman	Auome	≠y	0.50	φ120.00	ψ02.00	
		Total Current Work				62.50)
		Balance Due				\$62.50)

CITY COUNCIL COMMUNICATION

AGENDA HEADING:

Second Reading of Ordinance No. 515 Blue Sky Commons Residential Rezoning A-1 and M-1 to R-1 And Request Waiver of Third Reading

SUBMITTED BY

Rita Conner, City Administrator

SYNOPSIS:

Von Houweling, CD II (Don Von Houweling, 14427 Wilden Drive Urbandale, Iowa 50323) submitted a rezoning request for approximately 33.17 acres in the Blue Sky Commons development, north west of the Blue Sky Commons Business Park. A link to the property is found below.

https://beacon.schneidercorp.com/Application.aspx?AppID=165&LayerID=2145&PageTypeID= 1&PageID=1110&KeyValue=1430100110

The rezoning proposes to change the existing zoning of the property from A-1 and M-1 to R-1 for future residential development. The Planning & Zoning Commission met April 19 and recommended approval of the rezoning proposal to Council. Council approved the first reading April 27th. Waiver of the third reading is requested.

Additional information is below and in the attachments.

ADDITIONAL INFORMATION:

- Adjacent owners within 200' have been notified of the proposed rezoning and provided the ability to attend the public hearings at both Planning & Zoning Commission and Council.
- The 2013 Comprehensive Plan shows this area as low density residential and open space, which would conform with the rezoning proposal.
- The owner has intended to pursue residential development of the property for a number of years and has shared that intent with the City.

ADMINISTRATOR RECOMMENDATION: Approval

BOARD, COMMISSION OR COUNCIL PRIOR ACTIONS: YES

- Past incorporation of property, initial rezoning
- April 19 Planning & Zoning Commission meeting
- April 27 City Council Meeting-Public Hearing and First Reading of Ordinance No. 515

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- Publication
- Review of plat information and subdivision development at a future date.

ORDINANCE NO. 515

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF HUXLEY, IOWA, BY REZONING PROPERTY OWNED BY VAN HOUWELING, CD II FROM FROM A-1 (AGRICULTURAL) AND M-1 (INDUSTRIAL) TO R-1 (SINGLE FAMILY LOW DENSITY RESIDENTIAL).

WHEREAS, on the 19th day of April 2021, 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 A-1 (Agricultural) and M-1 (Industrial) to R-1 (Single Family Low Density Residential); and

WHEREAS, on the 27th day of April 2021, 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 A-1 (Agricultural) and M-1 (Industrial) to R-1 (Single Family Low Density Residential) for the following described real property:

A PART OF THE NORTHWEST FRACTIONAL ¼ OF THE NORTHWEST FRACTIONAL ¼ OF SECTION 30 AND A PART OF THE SOUTHWEST FRACTIONAL 1/4 OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 19 LOCATED SOUTH OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT-OF-WAY ALL IN TOWNSHIP 82 NORTH, RANGE 23 WEST OF THE 5TH P.M. NOW INCLUDED IN AND FORMING A PART OF THE CITY OF HUXLEY, STORY COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 30; THENCE NORTH 0° 00' 01" EAST ALONG THE WEST LINE OF SAID NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 30, A DISTANCE OF 1,324.01 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 30 AND BEING THE SOUTHWEST CORNER OF SAID SOUTHWEST FRACTIONAL 1/4 OF SECTION 30 AND BEING THE SOUTHWEST CORNER OF SAID SOUTHWEST FRACTIONAL 1/4 OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 19; THENCE NORTH 0° 05' 19" EAST ALONG THE WEST LINE OF SAID SOUTHWEST FRACTIONAL 1/4 OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 19, A DISTANCE OF 98.43 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT-OF-WAY; THENCE NORTH 84° 12' 20" EAST ALONG SAID SOUTH LINE 510.44 FEET; THENCE NORTH 5° 47' 30" WEST CONTINUING ALONG SAID SOUTH LINE 15.00 FEET; THENCE NORTH 84° 12' 29" EAST CONTINUING ALONG SAID SOUTH LINE 15.00 FEET; THENCE NORTH 84° 12' 29" EAST CONTINUING ALONG SAID SOUTH LINE 15.00 FEET; THENCE SOUTH 19° 26' 20" WEST 516.42 FEET; THENCE SOUTH 9° 02' 08" EAST 294.68 FEET; THENCE SOUTH 31° 58' 22" WEST 709.85 FEET; THENCE SOUTH 20° 07' 18" WEST 194.13 FEET TO THE SOUTH LINE OF SAID NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 30; THENCE NORTH 89° 51' 24" WEST ALONG SAID SOUTH LINE OF THE NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 30, A DISTANCE OF 647.41 FEET TO THE POINT OF BEGINNING AND CONTAINING 33.17 ACRES (1,444,842 S.F.).

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

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

PASSED AND APPROVED this _____ day of _____, 2021.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

Publication Date:

Record Of Vote of Ordinance No. 515

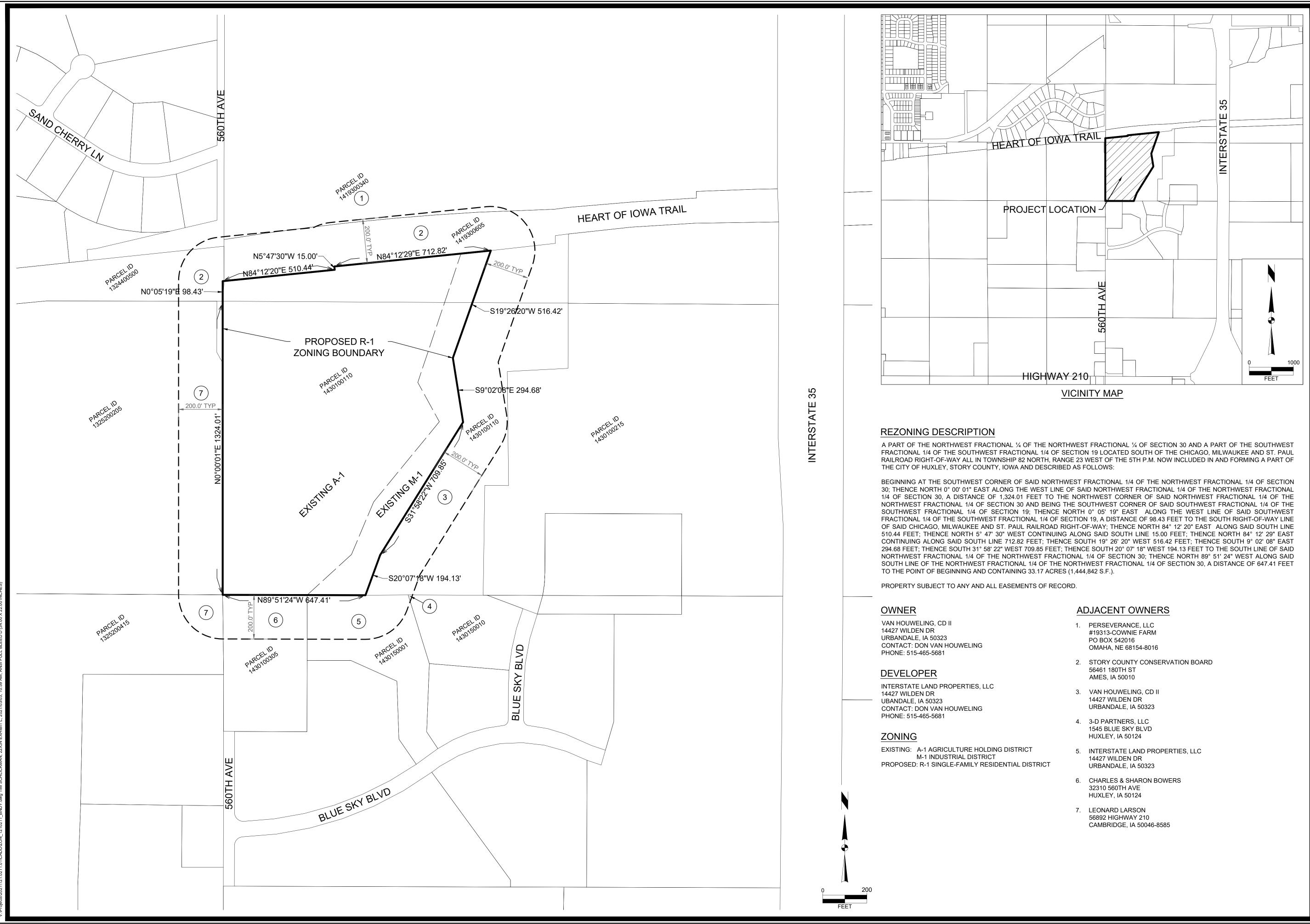
First Reading	<u>April 27</u>	<u>, 2021</u>	
Roll Call	Aye	Nay	Absent
Nate Easter			
Dave Kuhn			
Greg Mulder			
Rick Peterson			
Tracey Roberts			
Second Reading	<u>May 1</u>	<u>1, 2021</u>	
Roll Call	Aye	Nay	Absent
Nate Easter			
Dave Kuhn			
Greg Mulder			
Rick Peterson			
Tracey Roberts			
Third Reading			(Date)
Roll Call	Aye	Nay	Absent
Nate Easter			
Dave Kuhn			
Greg Mulder			
Rick Peterson			
Tracey Roberts			

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.<u>515</u>. An Ordinance Amending Chapter 165 of the Huxley Municipal Code of Iowa.

WITNESS MY HAND this ____ day of ______, 20121.

Jolene Lettow, City Clerk

SS:



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	-						
₀: et	_		HIIXI EV IA	MARK	REVISION	DA	DATE BY
				Engineer: BKC	Checked By: BKC	Scale: 1" = 200'	00'
1.02	-			Technician:TLS	Date: 03/03/2021	T-R-S: TTN-RRW-SS	RW-SS
	E R res	SNYDER & ASSOCIATES, INC. 515-964-1	2727 S.W. SNYDER BLVD ANKENY, IOWA 50023 515-964-2020 www.snyder-associates.com	Project No:121.0211	211	Sheet C100	100

CITY COUNCIL COMMUNICATION

AGENDA HEADING:

Toy Box Industrial Rezoning R-1 to M-1 and Site Plan

SUBMITTED BY

Rita Conner, City Administrator

SYNOPSIS:

Philip and Kristina Brekke (203 Campus Avenue Huxley, Iowa 50124) submitted a rezoning request and site plan for the expansion of their outdoor storage business. A link to the property is found below.

https://beacon.schneidercorp.com/Application.aspx?AppID=165&LayerID=2145&PageTypeID= 1&PageID=1110&KeyValue=1326220110

The business provides outdoor storage for items such as boats, campers and trailers, and is directly adjacent to the family home. The rezoning proposes to take a portion of the lot where the home is located and change the zoning from R-1 to M-1 to allow for the expansion of the business. The Planning & Zoning Commission held a public hearing for the rezoning on April 19 and recommended approval by City Council, along approval of the site plan with the waiver requests that were submitted by the applicant for landscaping, parking islands and the use of asphalt millings for parking surface.

On April 27, 2021 City Council held a public hearing on the rezoning, passed the first reading of the ordinance and reviewed the site plan, which was tabled pending an opinion by legal counsel on whether the subject parcel needed to be divided, or could remain one lot with the R-1 and M-1 zoning designations. Legal counsel confirmed that the lot was not legally required to be divided.

Additional information is below and in the attachments.

ADDITIONAL INFORMATION:

- Adjacent owners within 200' were notified of the rezoning and provided the ability to attend the public hearing.
- The 2013 Comprehensive Plan shows this area as industrial while also accounting for the existing residential use, which is consistent with the rezoning request.

ADMINISTRATOR RECOMMENDATION: APPROVAL

BOARD, COMMISSION OR COUNCIL PRIOR ACTIONS: YES

- Initial site plan approval
- April 19, 2021 Planning & Zoning Commission recommendation to approve
- April 27, 2021 City Council First Reading of Rezoning and Review of Site Plan, tabled

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

CITY COUNCIL COMMUNICATION

- Issuance of permits as applicableCertificate of occupancy

ORDINANCE NO. 516

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF HUXLEY, IOWA, BY REZONING PROPERTY OWNED BY PHILLIP AND KRISTINA BREKKE FROM FROM R-1 (SINGLE FAMILY LOW DENSITY RESIDENTIAL) TO M-1 (INDUSTRIAL).

WHEREAS, on the 19th day of April 2021, 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-1 (Single Family Low Density Residential) to M-1 (Industrial); and

WHEREAS, on the 27th day of April 2021, 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-1 (Single Family Low Density Residential) to M-1 (Industrial) for the following described real property:

203 Campus Avenue, Huxley, Iowa 50124 (Except W 25' & Except E220') Lots 1, 2 and N 49.2'on E line and N 42.6' on W line of Lot 3, O. M. Johnson's Addition to the Town of Huxley

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

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

PASSED AND APPROVED this _____ day of _____, 2021.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

Publication Date:

Record Of Vote of Ordinance No. 516

First Reading	<u>April 2'</u>	7, 2021_	
Roll Call	Aye	Nay	Absent
Nate Easter			
Dave Kuhn			
Greg Mulder			
Rick Peterson			
Tracey Roberts			
Second Reading	May	<u>, 11, 202</u>	. <u>1</u>
Roll Call	Aye	Nay	Absent
Nate Easter			
Dave Kuhn			
Greg Mulder			
Rick Peterson			
Tracey Roberts			
Third Reading			(Date)
Roll Call	Aye	Nay	Absent
Nate Easter			
Dave Kuhn			
Greg Mulder			
Rick Peterson			
Tracey Roberts			

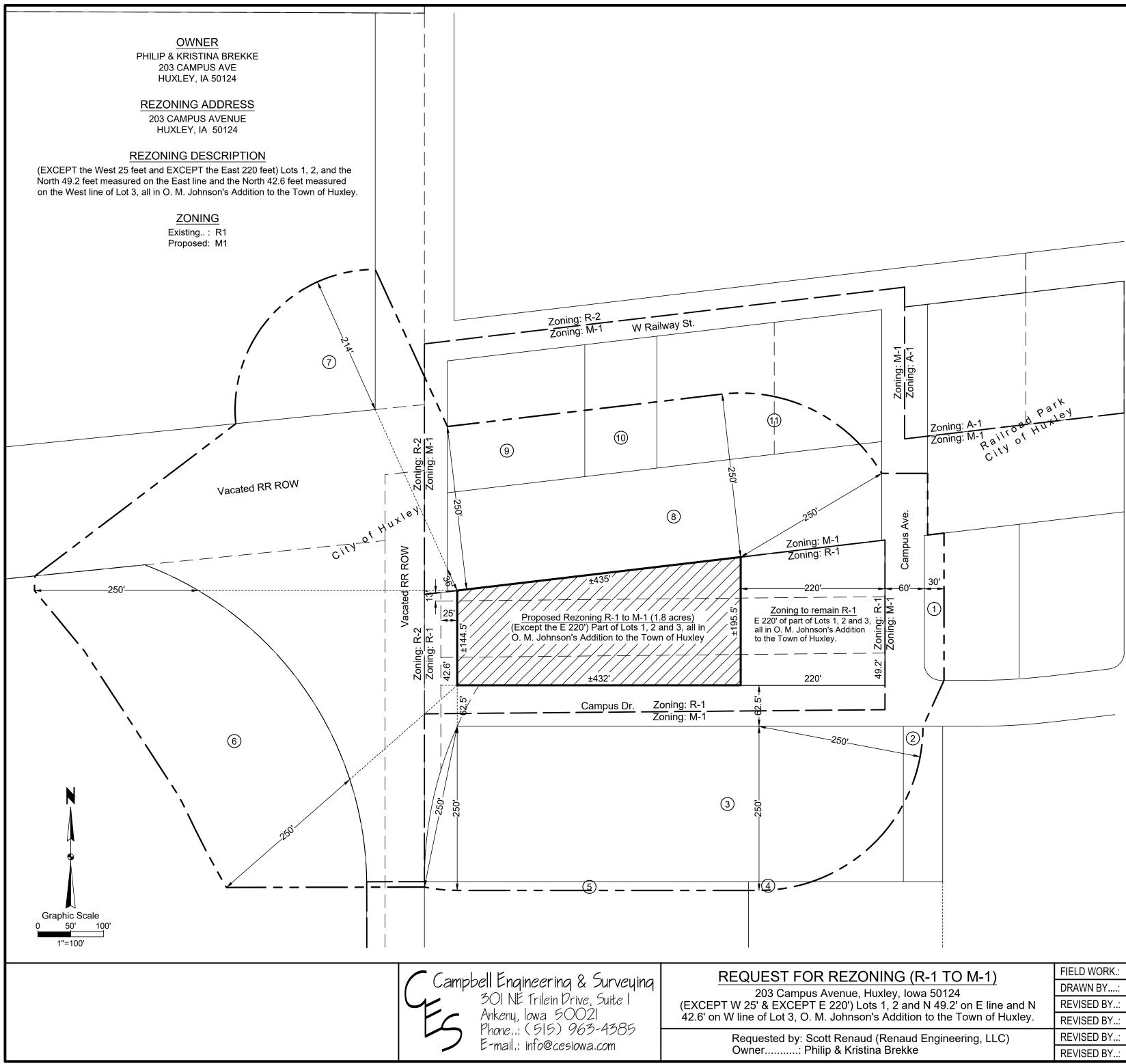
STATE OF IOWA COUNTY OF STORY CITY OF HUXLEY

SS:

I, the undersigned, City Clerk of the City of Huxley, Iowa, do hereby certify that the attached is a true, correct and complete copy of all the records of the City Council of the City relating to the adoption of an ordinance entitled "Ordinance No.<u>515</u>. An Ordinance Amending Chapter 165 of the Huxley Municipal Code of Iowa.

WITNESS MY HAND this ____ day of _____, 20121.

Jolene Lettow, City Clerk



REQUEST FOR REZONING

ADJACENT OWNERSHIP WITHIN 250'

- (1) COLLEGIATE CONCEPTS, INC. PO BOX 66 ANKENY, IA 50021-0066
- (2) HEDRICK COMMERCIAL PROPERTIES 104 CAMPUS DR HUXLEY, IA 50124-9724
- (3) IES UTILITIES INC PO BOX 77007 MADISON, WI 53707-1007
- (4) LAKESIDE CONTRACTORS, LLC 4850 TIMBER CREEK LN AMES, IA 50010
- (5) DZ FLEX SPACE, LLC 2404 PARK DR WEST DES MOINES, IA 50265
- (6) BONITA J & THOMAS R MENKEN, TRUSTEES 543 W TRACE DR POLK CITY, IA 50226
- (7) JAMES A & SUSAN E DEVIG 406 W 1ST ST HUXLEY, IA 50124-9740
- (8) TOY BOX STORAGE, LLC 203 CAMPUS AVE HUXLEY, IA 50124
- (9) MR STORAGE, LC 506 E 1ST ST HUXLEY, IA 50124
- (10) HUXLEY COOPERATIVE TELEPHONE CO 102 N MAIN ST HUXLEY, IA 50124
- (11) DENNIS W & SHARON M HEINEN 304 SYCAMORE BLVD HUXLEY, IA 50124

PARCELS WITHIN 250'

		· • • • • • • • • • • • • • • • • • • •	00
<u>Owner</u>	Acres within 250'	Area % within 250'	Consent % within 250'
1	0.150	1.30%	
2	0.055	0.48%	
3	3.740	32.33%	
4	0.021	0.18%	
5	0.149	1.29%	
6	2.997	25.91%	
7	0.876	7.57%	
8	2.274	19.66%	
9	0.486	4.20%	
10	0.255	2.20%	
11	0.564	4.88%	
Total	11.567	100.00%	

OR REZONING (R-1 TO M-1)	FIELD WORK.:		PROJECT #: REL2101			
ous Avenue, Huxley, Iowa 50124	DRAWN BY: BRC	AWN BY: BRC 1/5/2021 FILE #: RZ				
PT E 220') Lots 1, 2 and N 49.2' on E line and N	REVISED BY:		SCALE	SHEET		
D. M. Johnson's Addition to the Town of Huxley.	REVISED BY:			1		
Scott Renaud (Renaud Engineering, LLC)	REVISED BY:		VERT.:			
Philip & Kristina Brekke	REVISED BY:		HORIZ.: 1"=100'	Of_1_		

RESOLUTION NO. 21-038

RESOLUTION APPROVING TOY BOX STORAGE SITE PLAN

WHEREAS, Phillip and Kristina Brekke have submitted site plan materials for City of Huxley review for the expansion of Toy Box Storage, M-1 zoning district and;

WHEREAS, the Planning & Zoning Commission reviewed and recommended Council approval of the plans for the project with the waivers of landscaping, parking islands and hard surface requirements at their April 19, 2021 meeting and;

WHEREAS, on April 27, 2021, as part of the rezoning process for the property, City Council requested confirmation that the property did not have to be subdivided and could retain the M-1 and R-1 zoning designations, which has been confirmed by legal counsel.

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

Approval of the Toy Box Storage site plan with the waiver of landscaping, parking islands and allowing asphalt millings to be utilized for lot parking surface.

Roll Call	Aye	Nay	Absent
Nate Easter			
David Kuhn			
Greg Mulder			
Rick Peterson			
Tracey Roberts			

PASSED, ADOPTED AND APPROVED this 11th day of May 2021.

APPROVAL BY MAYOR

I hereby approve the foregoing **<u>Resolution No. 21-038</u>** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 11th day of May 2021.

ATTEST:

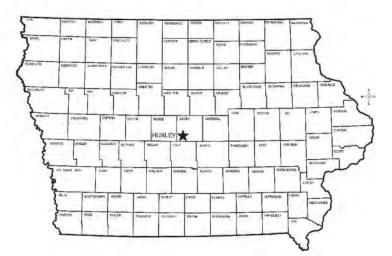
Kevin Deaton, Mayor

Jolene Lettow, City Clerk

SITE DEVELOPMENT PLAN FOR

TOY BOX STORAGE







203 CAMPUS AVENUE HUXLEY, IOWA 2021

	INDEX OF SHEETS					
NO.	DESCRIPTION					
G 1.1	COVER SHEET					
G 1.2	GENERAL NOTES					
G 1.3.1	STORMWATER POLLUTION PREVENTION PLAN - SWPPP					
G 1.3.2	STORMWATER POLLUTION PREVENTION NOTES					
G 1.4	PLAN DETAILS					
S 1.0	EXISTING SITE CONDITIONS					
S 1.1	LAYOUT AND DIMENSION PLAN					
S 1.2	SITE GRADING PLAN					
S 1.3	SITE UTILITY PLAN					

UTILITY CONTACTS:	
Street, Water & Sanitary Sewer:	City of Huxley Public Works Jeff Peterson, Public Works Director Keith Vitzhum Phone 515-597-2256
Electric and Natural Gas:	Alliant Energy Jenni Kroneman Jennikroneman@alliantenergy.com Phone 515-661-7297
Overhead Electric (High Voltage Lines west of site) :	ITC Joe Beaver

Communications

JBeaver@ltctransco.cor Frank Jennings ennings@ltctransco.com

Huxley Communications Brant Stumpfer 102 N. Main Avenue, Huxley, Iowa 50124 Office 515-597-2899

SITE PLAN DATA: NAME OF PROJECT: PROJECT ADDRESS: PREPARED BY: LEGAL DESCRIPTION: BULK REGULATIONS: ELEVATION DATUM: STORMWATER MANAGEMENT PLAN PARKING REQUIREMENTS: GREEN CALCULATIONS: VARIANCES REQUESTED:

OWNER:

APPLICANT:

SITE AREA:

ZONING:

RENAUD Engineering LLC

PO Box 662 Ames, Iowa 50010 Phone 515-418-1877 Email renaudeng@gmail.com

		DATE	XX/XX/XX	XX/XX/XX			
		BY	SLR	SRS	1		03/21/2021
		F	DESIGNED:	DRAWN	CHECKED:	LAST UPDATED:	03/21
		REVISION	DES	5	Cle	LAST	
		DATE					
Box Storage, LLC Campus Avenue, Huxley, I p & Kristine Brekka Box Storage, LLC Campus Avenue ley, Iowa 50124 tina Brekke - 615-291-7309 tina Brekke Email - kristina p Brekke Email - kristina p Brekke Email - bprekkeff p & Kristine Brokke Box Storage, LLC	Bitoyboxstoragehuxley.com	1					
Campus Avenue ey, Iowa 50124 Ina Brekke 515-291-7309 Ina Brekke Email - kristina(p Brekke Email - porekkeff(t Renaud, P.E. aud Engineering LLC 30x 662 s, Iowa 50010 te - (515) 418-1877 II - renaudeng@gmail.com	eference Story County GIS ID 1326221270 ID 1326220110 rre feet ed	RENATIO Encineering LLC		LO BOX 002	Ames, Iowa 50010	Phone 515-418-1877	Email renaudeng@gmail.com
ence stormwater manager area is parking for storage erement. Ired greenspace required i repace supplied = 44.76% 3.5.B To allow asphalt mi 5.2.E Waive interior land 5.3.B Waive exterior land	s. No parking s 20% illings for pavement scaping requirements		COVER SHEFT	TOY BOX STORAGE	203 CAMPUS AVENUE	HUXLEY, IOWA 50124	
POFESSION RENAUD 12109	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that am duly licensed Professional Engineer under the laws of the State of lows SCOTT L. RENAUD, P.E. License number 12109 My license renewal date is December 31, 2022 Pages or sheets covered by this seal: ALL LISTED IN INDEX ON THIS PAGE			PROJEC	27 M		1

SPECIFICATIONS AND NOTES

Standard Specifications

All work and materials shall conform to the current edition of the Iowa Statewide Urban Design and Specifications (SUDAS) except as modified in these notes and as modified by the City of Huxley, Iowa.

Where referenced as "IDOT Spec", the lowa Department of Transportation's 2015 Standard Specifications for Highway and Bridge Construction, Series 2015, plus all appropriate supplemental specifications shall apply to this project.

Sanitary Sewer and Water Specifications

All sanitary sewer and water utility and service work shall conform to the current edition of the Iowa Statewide Urban Design and Specifications (SUDAS) and the City of Huxley's Supplemental Specifications or as required by ordinance.

Pipe 6 inches in diameter and smaller shall conform to the International Plumbing Code and City of Huxley approved modifications to the Plumbing Code.

Work to be Completed Prior to Construction

- Joint utility locate meeting. Contractor shall set up a One-Call meeting. The Owner, City, Engineer, Testing Firm, and associated utility providers shall be notified that they may attend the meeting.
- Shop drawings of the pipe and structures shall be reviewed by the Engineer.

Utility Protection

All utilities are only generally located. Contractor is responsible for contacting lowa One-Call and locating and exposing all utilities that may interfere with construction BEFORE construction begins.

Water, gas and electric must be maintained for the duration of the construction. Temporary shut downs are not allowed unless absolutely necessary and with a 7-day advance notice to those affected by the construction. The plans have been prepared so that no shutdown is required, but there may be unknown conflicts that develop during construction.

Land For Construction Purposes

Contractor will be permitted to use available land belonging to or leased by the Owner, on or near the site of the Work, for construction purposes and for the storage of materials and equipment. The location and extent of the areas available to the Contractor shall be as indicated on the Drawings. Any additional right-of-way desired by the Contractor shall be acquired at his expense, and the Contractor shall hold harmless the Owner and Engineer from claims for damages made by the owners of such additional right-of-way.

There are storm sewer pipe, sanitary sewer and water pipe connections and/or extensions to the in the street right of way. Contractor shall minimize disturbance of the street ROW during the construction and shall access the ROW from onsite. Offsite areas shall be left in a prepared seedbed condition and the mulching & seeding of the disturbed area completed by the Contractor.

Construction Materials Storage

All construction materials, dumpsters, detached trailers or similar items are prohibited on the public streets or within the public right of way except as shown on the plans.

Permits

The Owner has obtained the State erosion control permits. The Contractor shall co-sign all necessary documents with the permit. Construction monitoring of the erosion control permit is handled by the Owner. The Contractor will be copied all records and observation forms required for the permits.

Connections to Existing Facilities

Unless otherwise specified or indicated, Contractor shall make all necessary connections to existing facilities, including structures, drainlines, and utilities such as water, sewer, gas, telecommunications, and electric. In each case, Contractor shall receive permission from the Owner or the utility prior to undertaking connections. Contractor shall protect facilities against deleterious substances and damage.

Connections to existing facilities, which are in service, shall be thoroughly planned in advance, and all required equipment, materials, and labor shall be on hand at the time of undertaking the connections. Work shall proceed continuously if necessary to complete connections in the minimum time. Operations of valves, hydrants, or other appurtenances on existing utilities, when required, shall be by or under the direct supervision of the owning utility.

Notices

Contractor shall notify owners of adjacent properties and utilities when prosecution of the Work may affect them. When it is necessary to temporarily deny access by owners or tenants to their property, or when any utility service connection must be interrupted, the Contractor shall give notices sufficiently in advance to enable the affected persons to provide for their needs. Notices whether given orally or in writing shall include appropriate information concerning the interruption and instruction on how to limit their inconvenience.

Construction Staking, Lines and Grades

All Work shall be done to the lines, grades, and elevations indicated on the Drawings. Construction staking will be provided by the Contractor. Digital files of the drawings may be provided to the Contractor for their use in staking the project. The Contractor shall verify all match points during the phasing of the work and maintain drainage paths during the work to prevent ponding of water.

Temporary Drainage

The Contractor shall have a plan for temporary drainage during construction of the storm sewer and related work. The temporary drainage shall not block drainage from existing offsite neighbors draining through the property. Erosion control features should not block flow and cause flooding.

Unfavorable Construction Conditions

During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine his operations to work, which will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions, which would affect adversely the quality of efficiency thereof, unless special means or precautions are taken by the Contractor to perform the work in a proper and satisfactory manner.

Clean Up

Contractor shall keep the premises occupied by the Contractor free from accumulations of waste materials and rubbish at all times. Contractor shall provide adequate trash receptacles about the work site, promptly empty containers when filled, and properly dispose of waste materials at his expense. Wastes shall not be buried or burned on the site or disposed of in storm drains, sewer, streams, or waterways.

Construction materials such as forms and scaffolding shall be neatly stacked by Contractor when not in use. Contractor shall promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids, and cleaning solutions from surfaces to prevent marring or other damage.

Geotechnical Engineering Report

There is no geotechnical engineering report for this project. Any soil samples required by testing will require testing in advance of the testing.

Topsoil Areas

The Contractor shall salvage all black topsoil in the process of the work and reapply on all areas of permanent vegetation. The Contractor shall stockpile and preserve topsoil for reuse in the project. Any excess topsoil shall be left in a clean, neat, mowable berm on the north side the lot as shown on the plans.

Excavation Quantities and Borrow Soils

The Contractor is responsible for determining the volume of cut and fill for the site. A digital copy of the grading plan will be provided to the Contractor on request. The Engineer does not assume any liability for providing the digital drawing to the Contractor. The Owner reserves the right to review soils used in the project for acceptability for this project.

Rocks and Concrete Debris

Rocks and concrete debris larger that 4 inches in any dimension cannot be used in the fill for the project except as fill outside the edge of buildings or pavement by a minimum of 2 feet. The large material should not be used where settlement of materials could cause damage to the site and utilities.

Storm Sewer & Culvert Pipe Materials

Reference the plans for the type of pipe allowed. Substitutions are not allowed unless requested in writing to the Engineer.

Alternate Storm Sewer & Culvert Pipe Materials and Structures

Alternate pipe materials shall be reviewed by the Engineer and acceptance by the Owner.

Storm Sewer & Culvert Pipe Bedding

All pipe shall be bedded in crushed stone to a minimum of 12 inches above the top of the pipe unless shown otherwise on the plan details. The top of the bedding shall be level across the top of the pipe. Humping of the bedding over the pipe is incorrect method of installation. It is recommended a concrete stinger probe be used to consolidate the rock under the pipe rather than relying completely on shoveling and hand work.

Pipe bedding materials used around perforated pipe shall be cleaned crushed stone. Weigh tickets shall be provided to the Engineer.

Required Separation Distances

Water main and water main services shall maintain 18 inches of separation between sanitary sewer and storm sewer. If the separation cannot be maintained, then water main grade pipe shall be used for the sanitary sewer or storm sewer for a minimum distance of 10 feet either side of the water main.

PCC Paving Specifications

All PCC paving shall be IDOT Class C pavement in accordance with the specifications. A jointing diagram has been provided in the plans. Alternate jointing plans shall be approved by the Engineer. The maximum joint spacing is 12 feet for concrete slabs and 15 feet for curb & gutter sections. Weight tickets shall be provided to the Owner and Owner reserves the right to request a core to confirm thickness at the rate of 1 core per 2,000 square feet at locations selected by the Owner or Engineer.

Class M PCC may be used where staging requires a faster cure time. Class M can only be used with the permission of the Engineer and the Owner.

Erosion Control

This project is covered by the Iowa Department of Natural Resources NPDES General Permit No. 2. The Contractor shall carry out the terms and conditions of General Permit No. 2 and stormwater pollution prevention plan (SWPPP) which is part of these plans and contract documents. Refer to Section 2602 of the IDOT Standard Specifications for additional information.

The Erosion Control contractor shall install silt fence or equivalent device where soils may exit the site and around any intake or pipe opening. The silt fence shall be removed when the site is stabilized. The Contractor shall comply with all provisions of the NPDES permit and SWPPP.

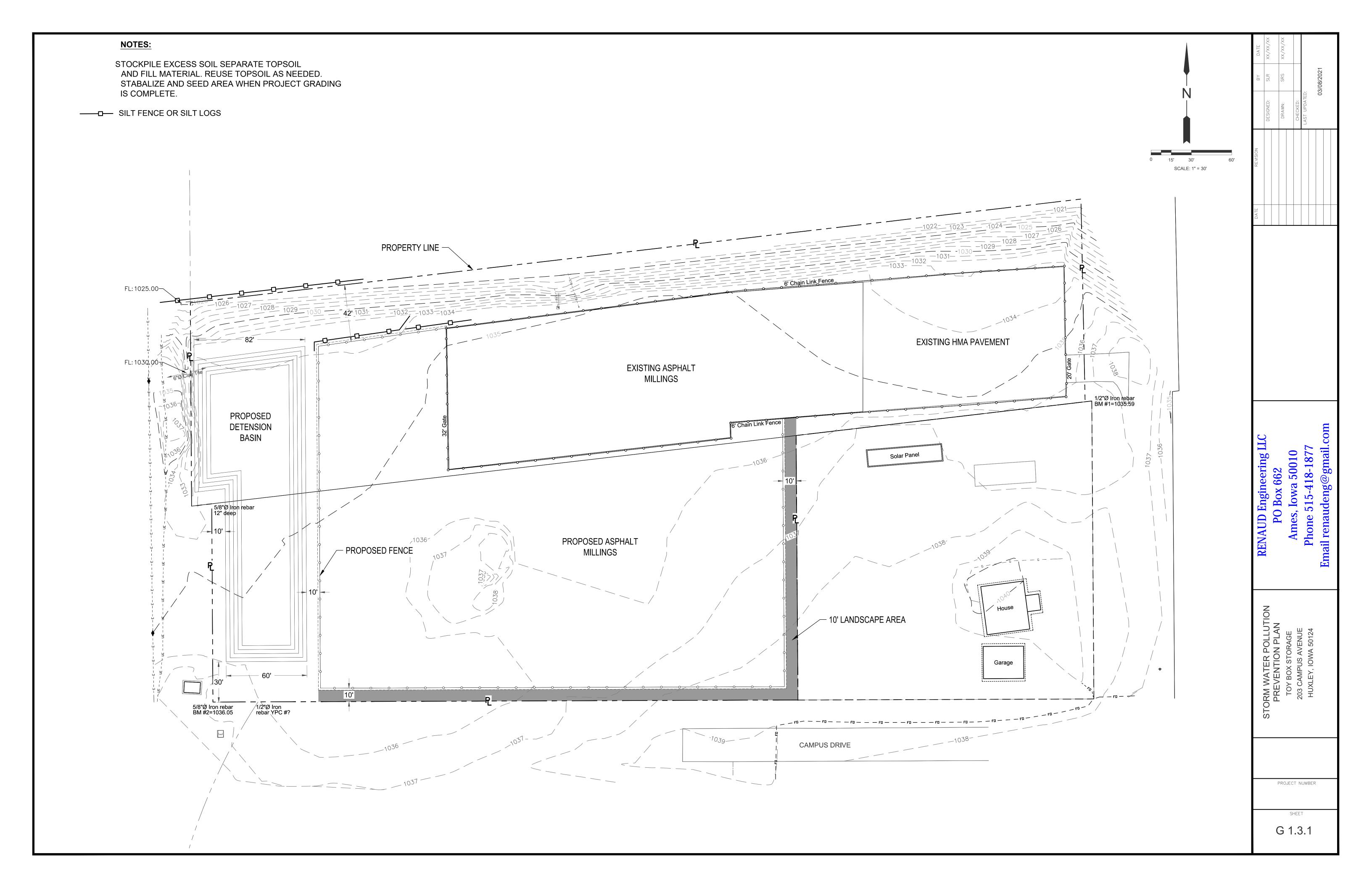
The Owner shall conduct the record keeping necessary to maintain the permit and SWPPP. Each Contractor onsite shall be responsible for maintaining the erosion control impacted by their work including the repair, cleaning or replacement of the erosion control.

The Contractor is responsible for keeping tracked mud, debris and dust off adjacent streets and shall clean the streets daily. The construction entrance has already been constructed and will be maintained and cleaned by the Contractor using the site daily. Replacement stone, if necessary, will be provided by the Contractor using the site.

Determination of Quantities

The Contractor shall determine his quantities for the project. The Contractor may request a digital copy of the plans. The Engineer does not assume any liability for providing the digital drawing to the Contractor. The Contractor shall provide his quantities and a schedule of values at the preconstruction meeting for the project.

BY DATE	DESIGNED: SLR XX/XX/XX		DRAWN: SRS XX/XX/XX		CHECKED:	LAST UPDATED:		03/08/2021		
DATE										
									com	
RFNALID Fnoineering LLC		PO Roy 669		Amos Iomo 50010	MILES, IOWA JUULU	Dhana E1E 110 1077	LIUITE 313-410-101/		Email renaudeng@gmail.com)
		GENERAL NOTES		TOY BOX STORAGE	203 CAMPUS AVENUE		HUXLEY, IOWA 50124			
		F	PRO	JEC	TN	IUM	BER			
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1 STORMWATER POLLUTION PREVENTION PLAN

All contractors/subcontractors shall conduct their operations in a manner that minimizes erosion and prevents sediments from leaving the roadway right-of-way and prevents chemical contamination of soil and water. The property owner shall be responsible for compliance and implementation of the Pollution Prevention Plan (PPP) for their entire contract. This responsibility shall be further shared with subcontractors whose work is a source of potential pollution as defined in this PPP. All work necessary to be in compliance with the PPP shall be considered incidental to the project. Therefore, it is in the best interest of the Contractor to disturb as little land as possible.

1. SITE DESCRIPTION

This Pollution Prevention Plan (PPP) is for the Toy Box Storage, LLC, 203 Campus Avenue, Huxley, Iowa 50124. This PPP covers a site of 5.2 acres with approximately 2.3 of the acres being disturbed. The soils have been disturbed by previous construction of the road, site and building. The estimated average NRCS runoff curve number for this PPP after completion will be 77.

Refer to the drawings, Toy Box Storage, LLC for locations of typical slopes, ditch grades, and major structural and non-structural controls. A copy of this plan will be on file at the owners house at the same address. All drainage will flow into tributaries of the South Skunk River.

Potential Sources of Pollution

Site sources of pollution generated as a result of this work relate to silts and sediment that may be transported as a result of a storm event. However, this PPP provides conveyance for other (non-project related) operations. These other operations have storm water runoff, the regulation of which is beyond the control of this PPP. Potentially this runoff can contain various pollutants related to site-specific land uses. Examples are:

a. Rural Agricultural Activities:

Runoff from agricultural land use can potentially contain chemicals including herbicides, pesticides, fungicides and fertilizers.

b. Commercial and Industrial Activities:

Runoff from commercial and, industrial land use may contain constituents associated with the specific operation. Such operations are subject to potential leaks and spills that could be commingled with run-off from the facility. Pollutants associated with commercial and industrial activities are not readily available since they are typically proprietary.

2. CONTROLS

At locations where runoff can move offsite, silt fence shall be placed along the perimeter of the areas to be disturbed prior to beginning grading, excavation or clearing and grubbing operations. Vegetation in areas not needed for construction shall be preserved. As areas reach their final grade, additional silt fences, silt basins, intercepting ditches, sod flumes, letdowns, rip-rap, bridge end drains, and earth dikes shall be installed as specified in the plans and/or as required by the Project Engineer. This will include using silt fence as ditch checks and to protect intakes. Temporary stabilizing seeding shall be completed as the disturbed areas are constructed. If construction activity is not planned to occur in a disturbed area for at least 14 days, on any portion of the site, the area shall be stabilized by temporary seeding or mulching on the last day, day zero, of land disturbing activities. Other stabilizing methods shall be used outside the seeding time period.

As the work progresses, additional erosion control items may be required as determined by the Contractor after field investigation. These may include items such as silt fence, erosion control mats, check dams and other appropriate measures installed by the Contractor as directed by the Engineer. The Contractor will complete the construction with the establishment of permanent perennial vegetation of all disturbed areas.

3. OTHER CONTROLS

Contractor disposal of unused construction materials and construction material wastes shall comply with applicable state and local waste disposal, sanitary sewer, or septic system regulations. In the event of a conflict with other governmental laws, rules and regulations, the more restrictive laws, rules or regulations shall apply. Tracked-out material carried from this work site onto adjacent roads shall be cleaned up at the end of the workday or immediately when directed to do so by the Engineer. Approved State or Local Plans: During the course of this construction, it is possible that situations will arise where unknown materials will be encountered. When such situations are encountered, they will be handled according to all federal, state, and local regulations in effect at the time.

4. MAINTENANCE

The Contractor is required to maintain all temporary erosion control measures in proper working order, including cleaning, repairing, or replacing them throughout the contract period. Cleaning of silt control devices shall begin when the features have lost 50% of their capacity.

5. INSPECTIONS

Inspections shall be made by the Owner every seven calendar days. The Contractor shall immediately begin corrective action on all deficiencies found. The findings of this inspection shall be recorded in the project diary. Based on the results of the inspection, pollution prevention measures identified in the plan shall be revised at the construction site as appropriate as soon as practicable after the inspection and to the plan as soon as practicable after the inspection but in no case more than 7 calendar days following the inspection. If the permittee determines that making these changes at the construction site or to the plan less than 72 hours after the inspection is impracticable, the permittee shall document in the plan why it is impracticable and indicate an estimated date by which the changes will be made. The Contractor shall implement all revisions.

6. NON-STORM DISCHARGES

This includes subsurface drains (i.e. longitudinal and standard subdrains) and slope drains. The velocity of the discharge from these features may be controlled by the use of patio blocks, Class A stone or erosion stone. Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, are prohibited unless managed by appropriate controls.

Storm Water Pollution Prevention Plan - Supplemental items

Phase 1 - Site Evaluation and Design Development

Existing soil information: See the Story County Soil Survey, NW quarter of Section 14 of T83N, R24W.

Existing runoff quality: Existing data on runoff water quality is not available.

The Contractor will also be responsible for preventing dust generation from construction activities. The Contractor shall take reasonable measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water or by application of a chemical Location of surface water on site: Runoff surface drains to the northwest corner of the site dust suppressant. Dust prone materials in piles or in transit shall be covered when practical to an existing drainage channel in the abandoned railroad right of way. to prevent blowing.

Name of receiving stream: Surface drains to unnamed tributary to Ballard Creek then to the South Skunk River.

Construction activity description: General soil disturbing activities associated with grading include: trenching, stockpiling, grading, paving, and seeding

Site map: The plans show slopes after grading, disturbed areas, drainage patterns, and discharge points.

Phase 2 - Control Selection/Plan Design

Stored materials - The Contractor shall be responsible for storing materials so that rain water (A) Select Erosion and Sediment Controls The Contractor shall submit specifications for temporary and permanent measures to be used doesn't carry chemical contamination into soil or water. for controlling erosion and sediment. Clearing and grading should not be started until a firm Equipment servicing - Contractor shall prevent spilling of petroleum products. Spill shall be construction schedule is known and can be effectively coordinated with the grading and cleaned up immediately. Used petroleum containers are to be disposed of correctly and not clearing activity. The following Stabilization measures will be utilized: buried on-site.

Temporary seeding - Exposed areas subject to erosion should be covered as quickly as possible. Under Iowa's General Permit No. 2., disturbed areas of the construction site that will not be re-disturbed for 14 days or more, on any portion of the site, the area shall be stabilized by day zero, the last day of land disturbing activities.

Permanent seeding and planting - Permanent seeding shall be done in accordance with the Seeding Plan. The seeding schedule shall follow the Iowa Department of Transportation specifications. Temporary seeding shall be utilized for erosion control until permanent seeding can be established.

Mulching - Temporary vegetation will be used as mulch when permanent seeding is completed.

Preservation of Natural Vegetation - Natural Vegetation shall be preserved where possible within the construction limits. Natural vegetation shall not be disturbed outside of the construction limits. Vegetation may be mowed or harvested for hay crop.

Vegetative Strips - Vegetative strips may be utilized to slow runoff velocities and deposit sediments from disturbed areas.

Soil Retaining Measures - Soil to be reused will be stockpiled onsite as indicated on the plans. Silt fence will be utilized to maintain soils onsite.

Minimization of land exposure - Exposure of disturbed land shall be minimized in terms of area and time.

Roadways - Roadways will be surfaced or otherwise stabilized as soon as feasible.

Topsoil - shall be preserved, onsite, unless infeasible and de-compacted prior to final stabilization. Re-spread minimum depth of eight-inches (8") of topsoil with at least 3% organic matter, per SUDAS.

All Contractors and subcontractors, including short-term contractors and subcontractors The following structural practices will be utilized: coming on-site, must sign the Contractor certification statement before conducting any professional service at the site identified in the plan. The certification must be signed by an Earthen Berm or Dike - Earthen dikes may be used to divert water around disturbed areas authorized representative (i.e., principal executive officer, president, secretary, treasurer or and around intakes as directed by the Engineer. vice president, general partner, proprietor, ranking elected official). Upon signing the certification, the Contractor or subcontractor becomes a co-permittee with the Owner and Silt fence - Silt fence shall be placed on the perimeter of the disturbed area as shown on the drawings. Additional silt fence shall be provided at the discretion of the Engineer. other co-permittee

Gravel Construction Entrance - A gravel or rock construction entrance will be used to reduce Contractors. In signing the plan, the authorized representative certifies that the information i true and assumes liability for the plan. Note that Section 309 of the Clean Water Act or eliminate offsite tracking of soil or debris. provides for significant penalties where information is false or the permittee violates, either knowingly or negligently, permit requirements.

(B) Select other controls

Disposal of construction site waste materials - The Contractor will be responsible for making sure that all construction wastes are properly disposed of at facilities permitted to accept these types of wastes.

Treatment or disposal of sanitary wastes generated onsite - The Contractor will be responsible for providing sanitary facilities for workers in accordance with local and state requirements.

Prevent offsite tracking of sediments and generation of dust - The Contractor shall prevent the tracking of sediments offsite. A construction entrance shall be installed as shown on the plans. The Contractor will be responsible for immediate cleanup of any tracked mud or debris.

Buildings and operating facilities which are affected adversely by dust shall be adequately protected from dust. Existing and new equipment which may be adversely affected by dust shall be adequately protected.

The Contractor will be responsible for preventing chemical contamination of soil and water.

PCC waste - The Contractor shall provide and maintain a containment facility for waste paving product (i.e. PCC wash out station). Perform maintenance when washout station is at 75% capacity.

Building construction product - Contractor shall prevent cleaning of equipment in a manner that contaminates soil or water. Waste products shall be prevented from becoming airborne and leaving the site or being buried at the site.

(C) Inspection and maintenance plan

The contractor will be responsible for installation and all associated costs of erosion and stormwater management controls during the contract period. Details of control measures are shown on the plans.

The Owner's representative will be responsible for filling out an inspection report for the site. The inspection reports can be used to record scheduled maintenance. Any changes that may be required to correct deficiencies in the Storm Water Pollution Prevention Plan noted during an

inspection should be made as soon as practical after an inspection but in no case later than 7 days after the inspection.

(D) Control Description

Description of controls can be found in section (A). The Contractor will be responsible for submitting specifications of the selected controls. The location of determined controls can be found on the plans. Additional controls may be required at the discretion of the Engineer.

(E) Schedule of major activities

Prior to initiating construction, the Contractor shall submit a schedule of major activities including:

Land clearing and grading in relation to the corresponding schedule for all excavation work. If at all possible, the clearing should immediately precede the construction activity. Installation and anticipated completion date of each control measure.

Phase 3 - Plan Implementation

Contractor Certification

The General Contractor will be responsible for collecting and maintaining signatures. The Contractor shall provide copies of signed certifications to the Owner and Engineer upon request and at the termination of the contract.

(A) Notice of Intent (NoI)

The Owner or an agent of the Owner will fulfill the public notice requirement and submit the Notice of Intent for coverage under General Permit No. 2. The project required the obtaining of a NPDES General Permit for storm water discharge associated with construction activities. The Owner and the Contractor have a copy of this permit. The Contractor and all subcontractors shall be responsible for compliance and fulfilling all requirements of the NPDES General permit including the Storm Water Pollution Prevention Plan.

Phase 4 - Plan Implementation

The Contractor shall follow the schedule as submitted under Phase 2 (E). The Contractor shall keep the Engineer informed of any deviation of the schedule or plan.

(C) Plan Updates pollutant discharge from the site.

(D) Report of Hazardous Conditions Because construction activities may include handling of certain hazardous substances over the course of the project, spills of these substances may create a hazardous condition and are required to be reported. Iowa law requires that as soon as possible but not more than six hours after the onset of a hazardous condition the IDNR (515) 725 - 8694. The Owner and Engineer should also be informed of the hazardous condition in a timely manner. Contractor is responsible for spill clean-up, remediation and reporting. The Contractor shall submit a report to the Engineer within 14 calendar days of a hazardous condition. The report shall describe the release and the circumstances leading to the release. Steps to prevent the reoccurrence of such releases are to be identified in the plan and implemented.

(E) Plan location and access

Access - Although plans and associated records are not necessarily required to be submitted to the IDNR, these documents must be made available upon request to the Department of Natural Resources. If storm water runoff is discharged to a municipal separate storm sewer system, the plans must be made available upon request to the municipal operator of the system.

Phase 6 - Final Stabilization and NoD

(A) Final Stabilization Final stabilization is defined in the general permit as meaning that all soil disturbing activities at the site have been completed, and that a uniform perennial vegetative cover with a density of 70%, sufficient to preclude erosion, for the entire disturbed area of the permitted project has been established or equivalent stabilization measures have been employed or which has been returned to agricultural production. The Contractor shall notify the permit holder and Engineer of final stabilization in accordance with the contract documents. The Owner and Engineer will review the site before finalizing the contract and taking control of the site. The Contractor will be required to provide a copy of all inspection and maintenance logs, schedule of construction activities, and Contractor Certifications to the Owner at this time.

(B) Notice of Discontinuation (NoD) The permit holder (Owner) will be required to submit the Notice of Discontinuation once control of the site has been obtained from the Contractor

(A) Inspection and Maintenance Reports

A copy of the inspection log shall be maintained at the site.

(B) Records of Construction Activities

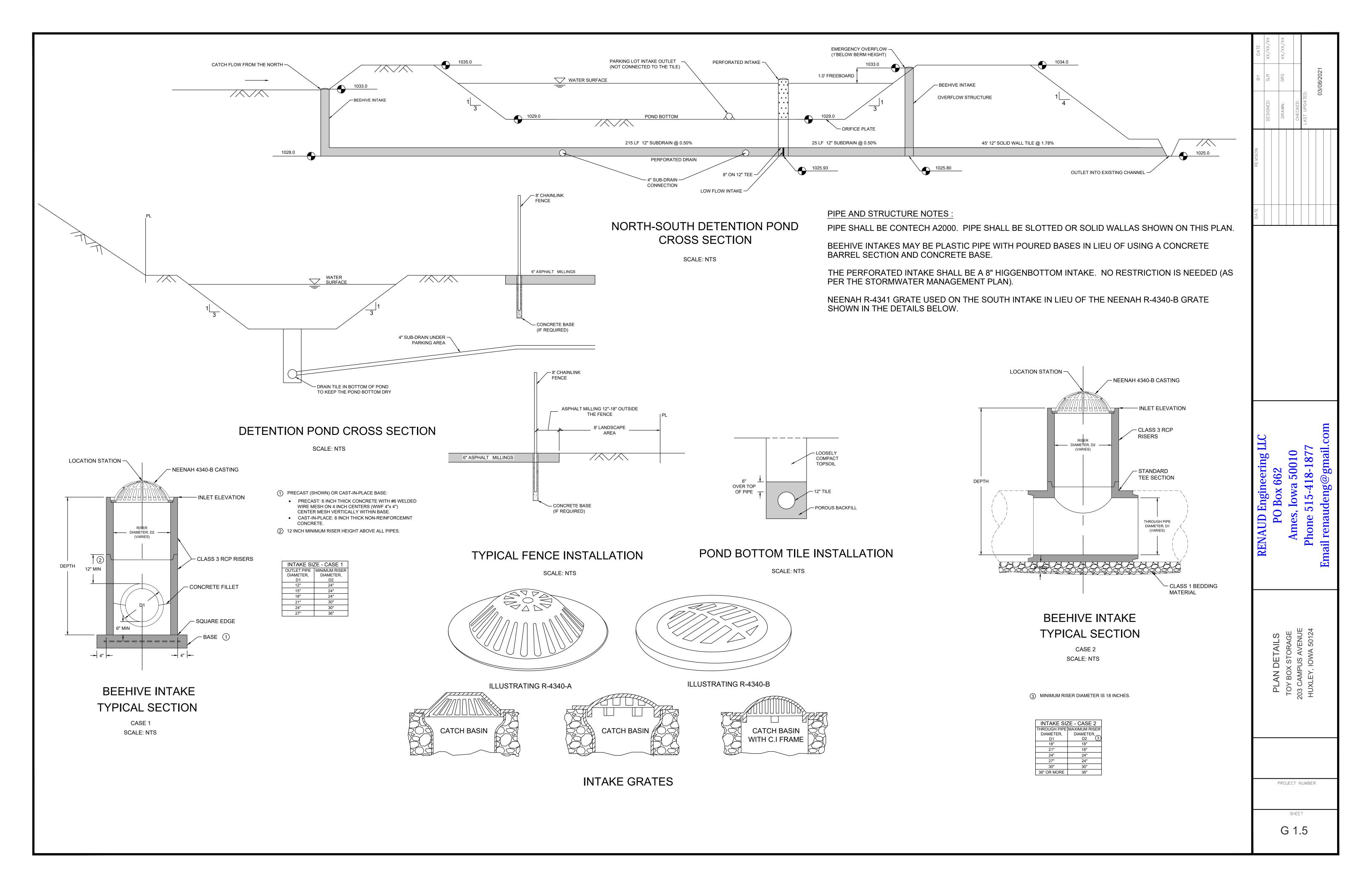
In addition to the installation and maintenance of erosion control implementation, the Contractor should keep records of the construction activity on the site. In particular, the Contractor should keep a record of the following information:

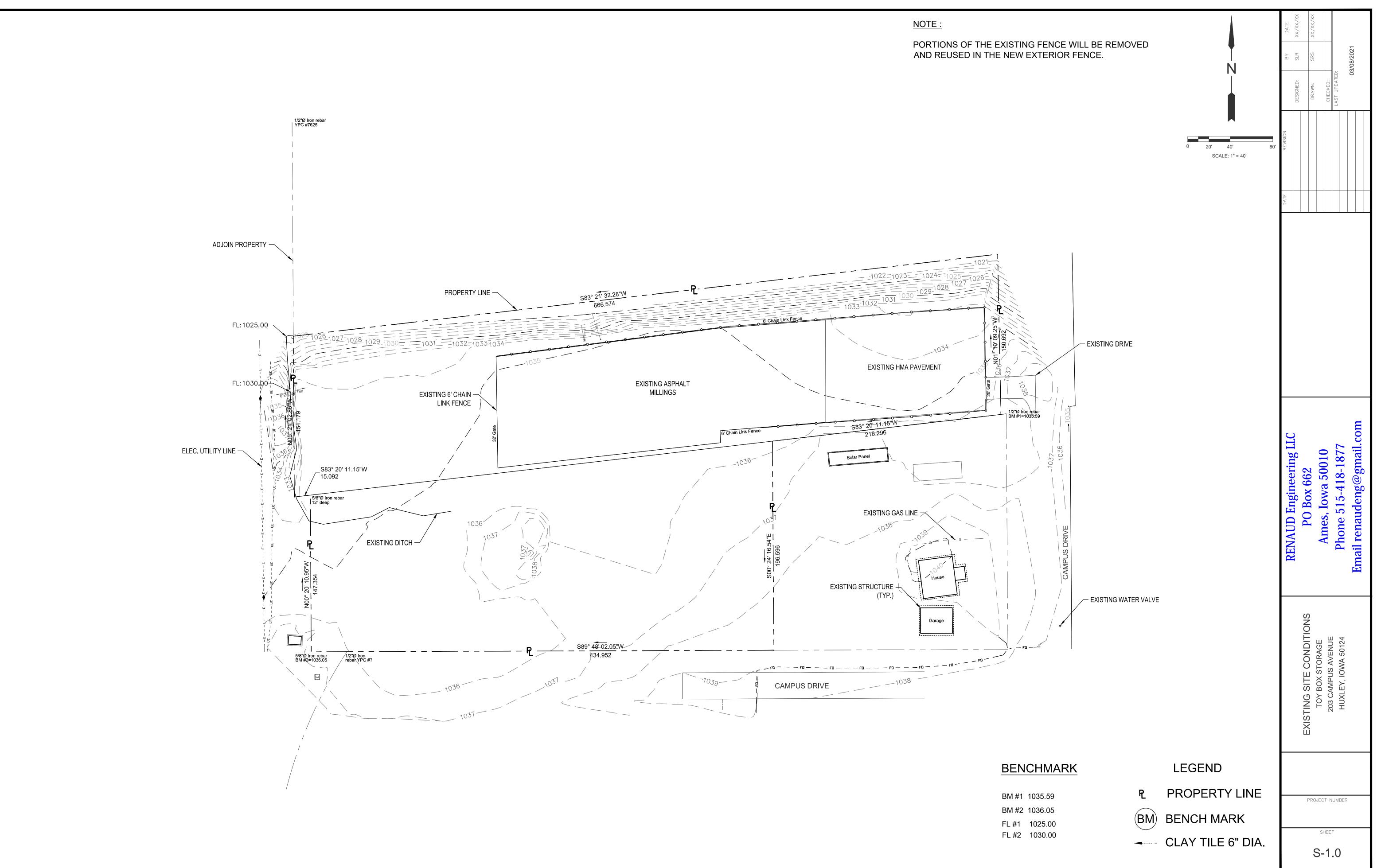
- -The dates when major grading activities occur in a particular area.
- -The dates when construction activities cease in an area, temporarily or permanently. -The dates when an area is stabilized, temporarily or permanently.
- -These records can be used to make sure that areas where there is no construction activity will be stabilized within the required time frame. Records shall be retained for a period of at
- least three years from the date that the site is finally stabilized.

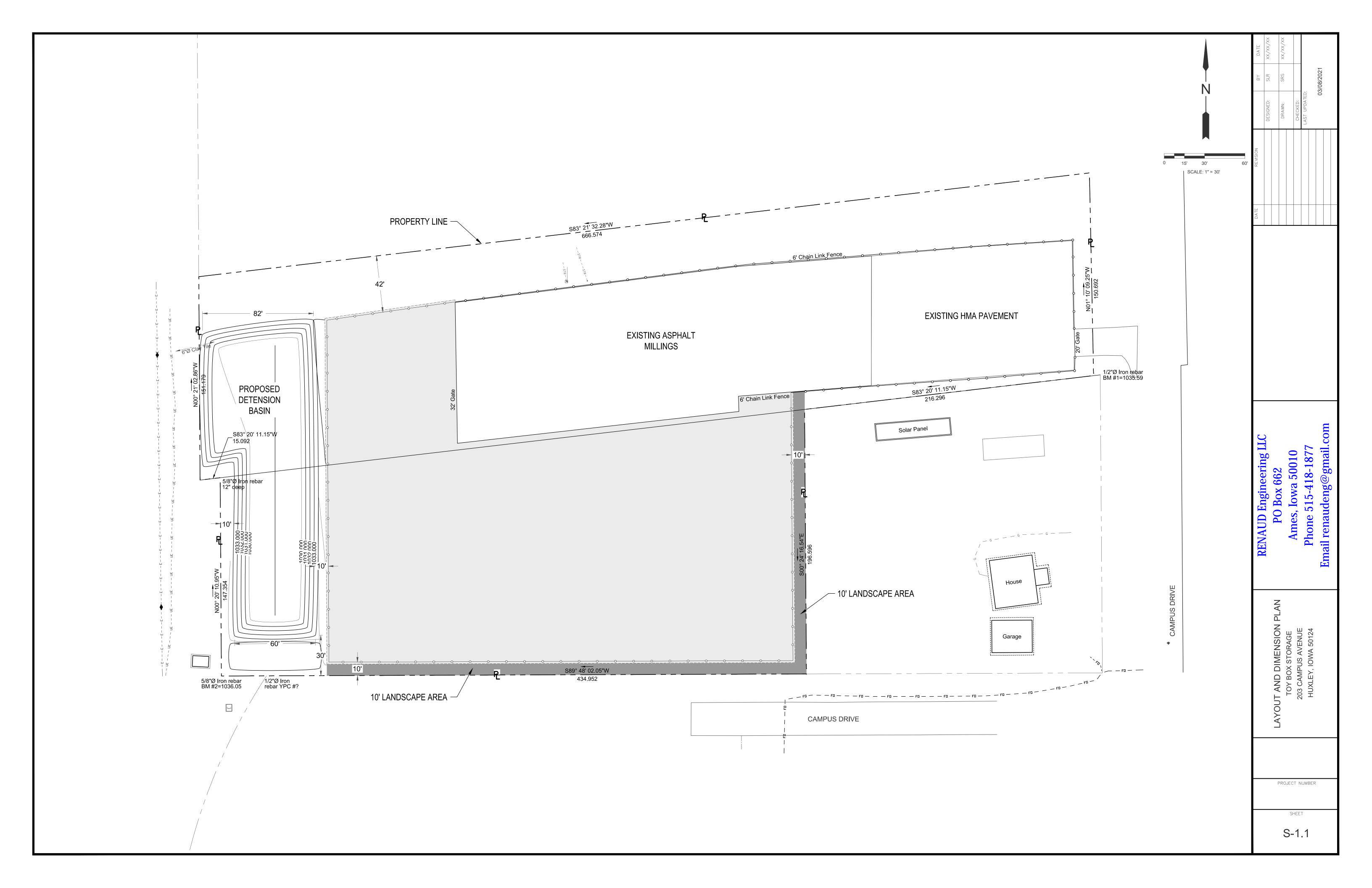
- The pollution prevention plan shall be updated:
- -When it does not accurately reflect the site features and operations.
- -When the Contractor, Owner, or Engineer observes that it is not effective in minimizing
- -To include Contractors identified after the submittal of the Notice of Intent. These Contractors shall certify the plan and be identified as co-permittees and to identify any change in ownership or transference of the permit and permit responsibilities. If, at any time during the effective period of the permit, the IDNR finds that the plan does not meet one or more of the minimum standards established in the general permit, the IDNR will notify the permittee of required changes necessary to bring the plan up to standard. Permittees shall have 3 days after notification to make the necessary changes and shall submit to the Department a written certification that the changes have been made.

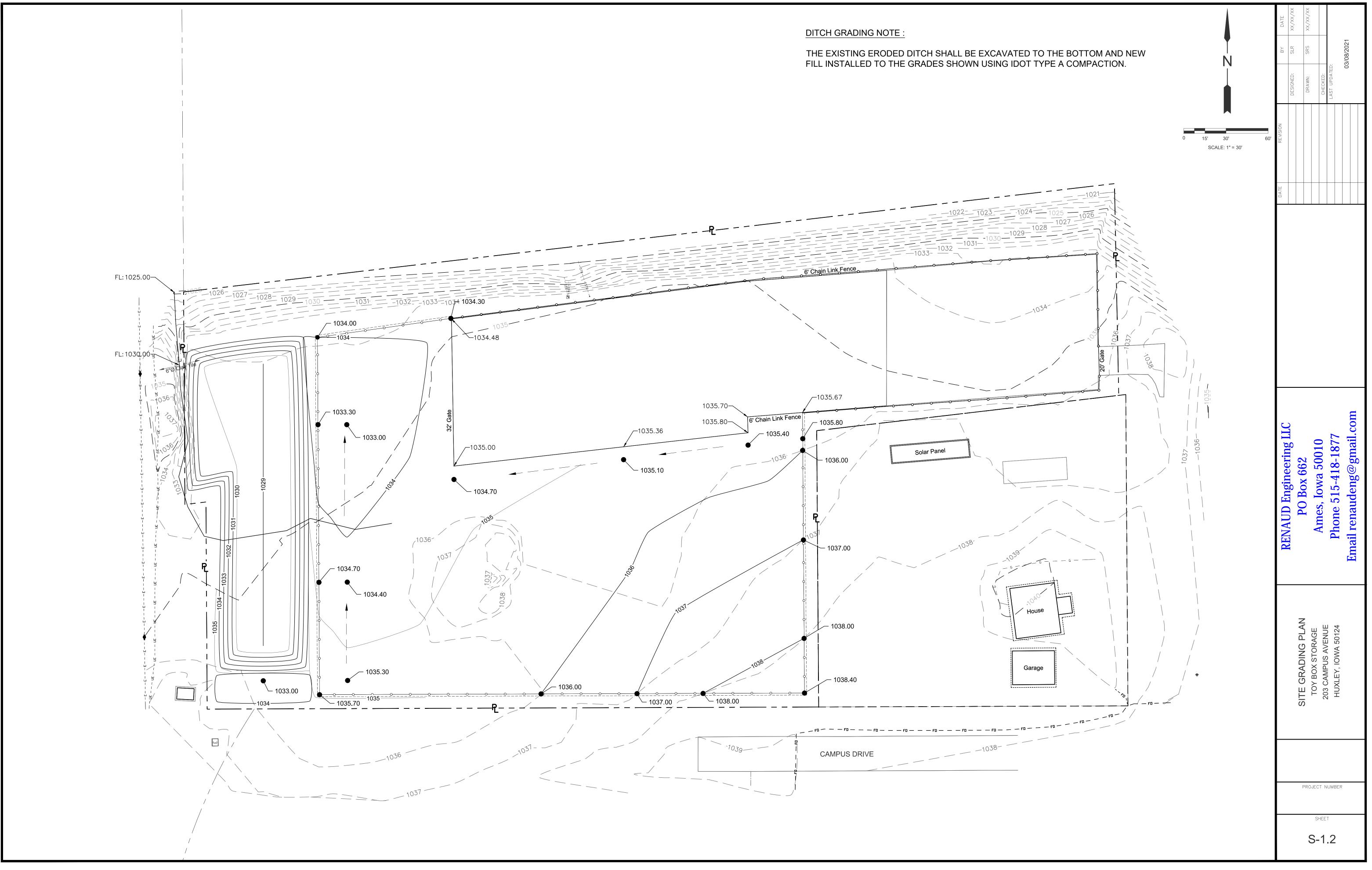
Plan location - A copy of the Pollution Prevention Plan must be kept at the construction site from the time construction begins until the site has reached final stabilization. Retention of records - Retention of records requires that copies of the Storm Water Pollution Prevention Plan and all other reports required by the permit, as well as all of the data used to complete the Notice of Intent, be retained for 3 years after the completion of final site stabilization.

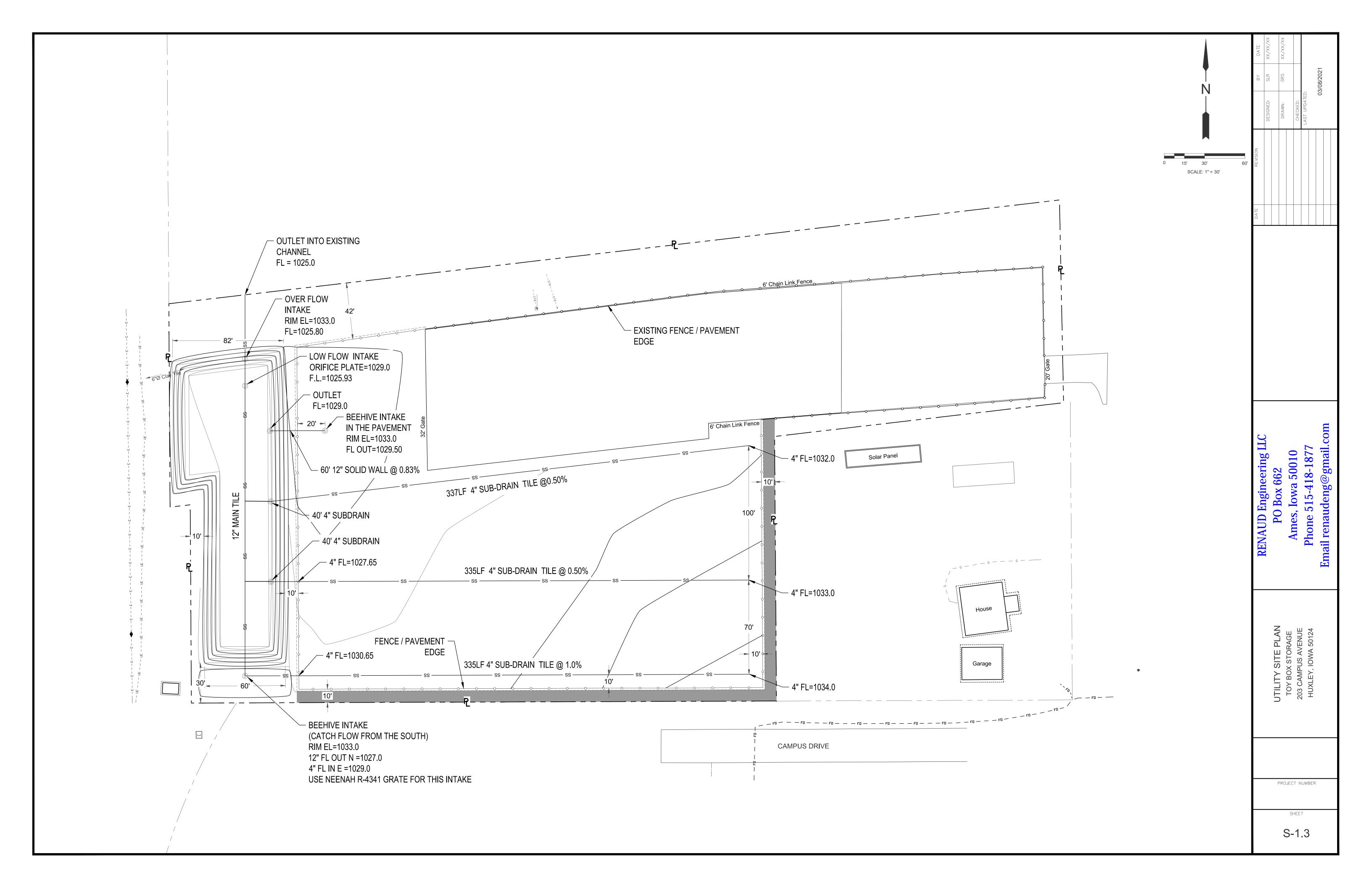
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DATE								
RENALID Engineering LLC	DO Dow 669		Ames, Iowa 50010	Dhomo K1K 110 1077			Email renaugeng@gmail.com)
	STORM WATER POLLUTION	TOY BOX STORAGE			HUXLEY, IOWA 50124			
		PROJE	SHEE					











CITY COUNCIL COMMUNICATION

AGENDA HEADING:

Motion to Approve Agreement with Conference Technologies, Inc for the Council Chambers Audio Project (Council 20-21 Goal Setting)

SUBMITTED BY

Rita Conner, City Administrator

SYNOPSIS:

City Council held a goal setting session in December 2020. A high-ranking goal on the Council's list of priorities was to continue on the path to increase transparency as an organization, and to advance the ability to live stream or televise Council meetings.

Currently, the Council Chambers does not have speakers, microphones or recording cameras. During the last year, the City switched to a Zoom meeting format due to Covid 19 and learned that some audio issues existed from using inadequate laptop speakers during the meetings. When conducting hybrid meetings with some in-person in the Council Chambers and some participating on Zoom, the problem was even more noticeable.

Staff meet with three companies that provide both audio and visual equipment, technology and services. Recommending approval for Conference Technologies, Inc. to conduct the Council Chambers Audio Project.

Additional information is below and in the attachments.

FISCAL IMPACT: YES

Amount: \$45,030.96. Proposal information from three companies attached.

<u>Funding Source</u>: General Fund, Fund and Account Code to be established by the City Clerk/Finance Officer

ADDITIONAL INFORMATION: NO

ADMINISTRATOR RECOMMENDATION: Approval

BOARD, COMMISSION OR COUNCIL PRIOR ACTIONS: NO

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

• Conference Technologies, Inc. will order the equipment and materials and schedule installation



PROPOSAL

City of Huxley

City Council audio system

DATE

Friday, 07 May 2021

PREPARED BY

Tim Wright Design Consultant



Scope of Work

Proposal Number: J21100035

Proposal Date: 5/7/2021

Prepared for: City of Huxley Attn: Rita Conner Phone: Email: rconner@huxleyiowa.org

Prepared by: Tim Wright Phone: 515-297-8740 Email: twright@conferencetech.com

Bill to: City of Huxley 515 N Main Ave Huxley, IA 50124 Ship to: City of Huxley 515 N Main Ave Huxley, IA 50124

Conference Technologies presents the following proposal:

Six recessed ceiling speakers will be installed over the public seating area, the equipment rack will be placed beside the copier.

A laptop input, a document camera, and a City provided PC (with virtual meeting software) will provide inputs to the system.

A microphone/speaker will be placed in front of each council member and one for the admin. A wireless gooseneck microphone is provided for the lectern.

Two remote controlled cameras each with several pre-sets will be installed to capture people for the virtual meeting.

The system, including camera views, will be controlled by a 7" touch screen control panel. Voting software is included with the conferencing system.

A deduction of \$548.00 has been given on this proposal for the CTI Complete agreement SA20100069-1.

Your Investment

Below is the cost of this solution based on the outlined scope of work. If you have questions about the complete solution, please let us know how we can help align this investment with additional needs or changes in scope.

Proposal Summary

Description	Price
Equipment	\$27,930.88
Implementation Services – labor, programming, materials, one-year CTI Complete	\$15,015.88
Freight	\$1,536.20
Subtotal	\$44,482.96
Тах	\$0.00
Grand Total	\$44,482.96

Recommended

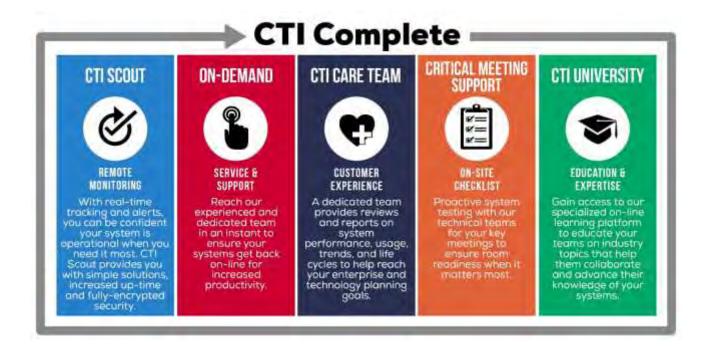
Description	Price
2 Additional Years CTI Complete Service Agreement	\$3,627.89
4 Additional Years CTI Complete Service Agreement	\$7,255.77

Down Payment Requirements

Terms are Net 30 with approved credit. For orders that exceed ten thousand dollars; 60% to initiate order, 40% NET 30, or progress billing based on purchase agreement at time of order. Payments made by credit card are subject to a 3.0% fee.



Our CTI Complete service is there for you 24/7 through our dedicated CTI Care customer experience team. Through on-site technical service, recommended programming upgrades, and quarterly reliability checks, your system is covered for the unexpected, as well as planned maintenance. Your teams will be trained to operate equipment with confidence. When critical meetings arise, we help ensure system performance with proactive system testing and an on-site checklist, so your systems will be ready when it matters most. Our managed services staff does more than diagnose and repair failures, they help plan for system life cycles.



Bill of Materials City Council audio system

Manufacturer	Description	Qty		
Display Systems Equipment: \$567.53				
HP	21.5" desktop display	1		
ELMO	MX-P2 VISUAL PRESENTER	1		
	Video Systems Equipment: \$6,447.83			
Crestron	DM Lite – HDMI over CATx Transmitter, Surface Mount	3		
Crestron	1-to-2 HDMI Distribution Amplifier & Audio Converter	1		
Crestron	DM Lite – HDMI over CATx Receiver, Surface Mount	3		
PTZ optics	12X Optical Zoom PTZ Camera 3G-SDI, HDMI, CVBS, IP Streaming 1920 x 1080p 72.5 degree FOV (Gray) PoE & US Style Power	2		
Crestron	4x2 4K HDMI Switcher	1		
VADDIO	AV Bridge Mini N/A	1		
Audio Systems Equipment: \$18,076.85				
TAIDEN	Fully Digital Congress System Delegate Unit 5 voting keys, IC card reader, 64 CHs Detachable microphone included (standard length: 41 cm / 16.1") Tabletop, charcoal gray	7		
TAIDEN	Fully Digital Congress System Chairman Unit 5 voting keys, IC card reader, 64 CHs Detachable microphone included (standard length: 41 cm / 16.1") Tabletop, charcoal gray	1		
Shure	ULXD GOOSENECK BASE	1		
Shure	ULXD4 WIRELESS RECEIVER	1		
Shure	RACK MOUNT ADAPTER	1		
Shure	MICROPHONE	1		
QSC	Professional Audio Mixer with DSP and Echo Cancellation	1		
Crestron	Saros Integrator 4" 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2)	6		
Crestron	X-Series Amplifier	1		

Fully Digital Congress System Main Unit	1			
Discussion, voting				
Voting Management Module				
Includes delegate management, parliamentary voting, multi voting	1			
HCS-4210/52 needed				
Basic System Setup Management Module	1			
(Free with purchase of one or more additional software module)	1			
Microphone Management Module	1			
HCS-4210/52 needed	1			
Maintenance and Support for Voting System	1			
Control Systems Equipment: \$2,236.83				
4-Series Control System	1			
28PT GE POE+ SMART SWITCH	1			
7 in. Tabletop Touch Screen, Black Smooth	1			
Rack Accessories and Furniture: \$601.84				
SINGLE 1/2 RACK MOUNTING KIT	1			
Welded Rack 18.5 inch Deep, 21RU	1			
Caster Kit for 25" Deep 200 and 500 Series Racks	1			
Extra Rack Rails for 200, 500, & RX Series - 21 RU	1			
	Discussion, voting Voting Management Module Includes delegate management, parliamentary voting, multi voting HCS-4210/52 needed Basic System Setup Management Module (Free with purchase of one or more additional software module) Microphone Management Module HCS-4210/52 needed Maintenance and Support for Voting System Control Systems Equipment: \$2,236.83 4-Series Control System 28PT GE POE+ SMART SWITCH 7 in. Tabletop Touch Screen, Black Smooth Rack Accessories and Furniture: \$601.84 SINGLE 1/2 RACK MOUNTING KIT Welded Rack 18.5 inch Deep, 21RU Caster Kit for 25" Deep 200 and 500 Series Racks			

Standard Disclaimer

Conference Technologies, Inc. provides for twelve (12) months of **CTI Complete** on all system purchases. Conference Technologies, Inc. warrants the system implemented is free from defects in material and workmanship, in accordance with the contract, drawings, specifications, alterations and additions thereto, for a period of twelve (12) months from the date of commencement of use, substantial completion, or date of notice of completion, whichever occurs first. This coverage does not protect against consumables, severe weather, and acts of God.

Terms

Terms are NET 30 with approved credit. For orders that exceed ten thousand dollars; 60% to initiate order, 40% upon completion, or progress billing based on purchase agreement at time of order. Payments made by credit card are subject to a 3.0% fee.

All applicable taxes are the responsibility of the purchaser and will be added to the final invoice. Any cancelled orders or returns are subject to manufacturer acceptance; shipping and restock fees may apply. This proposal is valid for fourteen (14) days.

Installation Description and Requirements

Provided by Conference Technologies, Inc.: If installation is purchased, Conference Technologies, Inc. will install all A/V components. Conference Technologies, Inc. will also perform all programming, alignments, and end-user training. Conference Technologies, Inc. will provide A/V project management, and provide drawings as required. This install price assumes a Monday through Friday 8:00am to 5:00pm install time. Room availability must be in consecutive 8-hour blocks. Any required changes or rushes may affect the final price.

Provided by Others

Electrical requirements are to be provided by others unless specifically included in Conference Technologies, Inc. Scope of Work.

Statement

This system proposal is the property of Conference Technologies, Inc. and is delivered with the sole intent of being viewed by management of City of Huxley for evaluation purposes only. This proposal or any part of this proposal is not to be presented to, or viewed by any other party, vendor or Conference Technologies, Inc. competitor without the written consent of Conference Technologies, Inc. Any effort to do so will be considered a violation of copyright law.

Next Steps

- 1. Upon Notice to Proceed, Conference Technologies, Inc. will begin executing the project plan with an internal handoff of the project to our operations team.
- 2. If you have questions about the process as we move forward, please contact me at twright@conferencetech.com or 515-297-8740.
- 3. You will be contacted by a Conference Technologies, Inc. Project Manager to schedule a project kickoff meeting to review the project scope and schedule.

Customer Signature	CTI Signature
Printed Name	Printed Name
Title	Title
Date	Date



Service Support Plan Includes:

On-Demand	 Field Service Repair On-site Extended Equipment Warranty Storage Workflow Updates Firmware and Software updates/upgrades*
CTI Care Team	 Unlimited Phone Support QBR Dedicated Customer Experience Team
Critical Meeting Support	 Health Checks Critical Event Support Event Solutions preferred pricing
Support	

*Programming and firmware updates are included upon manufacturer release and at the recommendation of the manufacturer and Conference Technologies, Inc.

Plan Overview:

Conference Technologies, Inc.[®] (CTI) is pleased to offer **CTI Complete**, a Service Agreement to support your A/V system. The **CTI Complete** Service Agreement covers Display Systems, Video Systems, Audio Systems, Control Systems, Lighting Systems, Rack Accessories and Furniture, and miscellaneous cables, connectors, etc. within the equipment list contained in the contract documents.

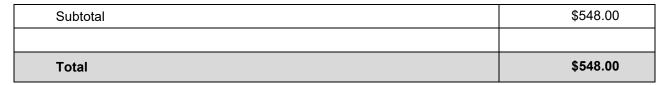
This service plan provides audio/visual technical support and engineering services to ensure the maximum performance and reliability of your collaboration and communication technology, as well as programming updates, an on-line customer service portal and Critical Meeting Support.

Thank you for choosing Conference Technologies, Inc. to support and maintain your technology investment. We value your partnership as your AV Solutions provider.

CTI Complete - Plan Summary: Council Room Update

- Labor for parts repair & replacement are covered for the duration of the agreement.
 - On-Site within 24 hours of initiated request for any location where a CTI branch is located.
- Any shipping/freight costs are covered within this agreement
 2-day shipping
- All parts are included, except for consumables.

Agreement Price (per year):



Your Service Location:

333 SW 9th Street Suite N Des Moines, IA 50309 (PH) 833-266-0835 (Fax) 855-329-2844 Email: <u>Service@Conferencetech.com</u>

Active Dates:	6/1/2021 - 5/31/2022
Service Agreement #:	SA20100069-1
Cust Name:	City of Huxley
Address:	515 N Main Ave Huxley, IA 50124
Contact	Rita Conner rconner@huxleyiowa.org

Labor Rates:

The following is applicable to all service agreements:

Travel Expenses

All locations outside CTI Office Metropolitan areas will be invoiced for travel and expenses separately based upon expenses incurred by CTI. Travel and expenses are not figured into the agreement price.

- Rates are <u>Portal to Portal</u> within 60-mile radius of service centers.
- <u>Travel & Mobilization Costs Outside of 60 Mile Radius</u> = to be billed at 75% of the standard rate.
- Air travel, car rental, lodging, per diem to be billed in addition to above costs.

<u>Disclaimer</u>

Conference Technologies, Inc.[®] will not be responsible for any problems or malfunctions that have an origin determined not to be the result of manufacturing defect or failure. Operator error, operator abuse, general misuse or neglect of equipment is not covered. Consumables are only covered in the case of manufacturer defect. Consumables such as batteries, lamps and CRTs are not included. All service calls and repairs performed to the equipment under these circumstances will be billed at current CTI labor rates and may include a rush or emergency service charge.

Agreement Renewal

This service plan is a **one (1) year term** that will be renewed annually only upon agreement by both parties. Service Support Plan renewal notices will be delivered thirty (30) days prior to the expiration of this agreement. Upon acceptance, renewal payments must be made to CTI prior to the expiration date of this agreement to avoid system recertification fees. Multi-year Service Agreements can be negotiated at the request of the customer.

The understated Field Service Rates are applicable to all systems not under CTI Complete Agreement or for repairs that fall outside normal system coverage.

CONFERENCE TECHNOLOGIES, INC. [®] WILL NOT BE RESPONSIBLE FOR ANY CATASTROPHIC ACTS OF GOD OR MAN, FIRE, FLOOD OR OTHER DISASTERS. SUCH OCCURRANCES WILL VOID THIS AGREEMENT.

Conference Technologies, Inc.® Standard Labor Rates					
ntion Rates	criteria				
chnician: Standard \$1	44/hr Minimum 2 hou	irs			
\$2	216/hr Minimum 2 hou	ırs			
Client Signature: Date:					

CTI Authorized Signature: _____

PROPOSAL TO: Huxley City Council

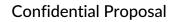
April 15, 2021

Huxley City Council A/V System



AUDIO LABS

So Much More Than Audio





COUNCIL CHAMBERS

AUDIO SYSTEM					
IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	TOTAL
++	1	BSS 12x8 Signal Processor with BLU link	\$3,276.00	\$3,276.00	\$3,276.00
-33	1	BSS Break-in/out box	\$789.36	\$789.36	\$789.36
	1	Luxul Epic 3 - Dual-Band Wireless AC3100 Gigabit Router w/Domotz	\$439.95	\$439.95	\$439.95
	1	Apple 32gb iPad	\$400.00	\$400.00	\$400.00
	1	SEYMAC stock Case Compatible with iPad 8th/7th Generation 10.2 inch 2020/2019 (Black)	\$0.00	\$0.00	\$0.00
G-1999 0	2	Shure ULXD4Q QUAD WIRELESS RECEIVER	\$5,150.00	\$10,300.00	\$10,300.00
6	8	Shure Wireless gooseneck microphone base for ULXD and QLXD. Includes AA Alkaline Batteries	\$500.00	\$4,000.00	\$4,000.00
	1	Shure 8-Bay Networked Docking Station for BN & GN	\$934.00	\$934.00	\$934.00
	8	Shure Shure Lithium-Ion Rechargeable Battery	\$118.00	\$944.00	\$944.00
	1	Shure SM58 [®] Vocal System	\$999.00	\$999.00	\$999.00
	8	Galaxy Audio 30 watts, 1 XLR/1/4" balanced w/20dB pad, 1/8" stereo, 24Vdc, build in compressor, wall/stand mount bracket included, 2 band EQ, 5" x 4.25" x 4.5", 1.75lbs	\$186.65	\$1,493.20	\$1,493.20



Confidential Proposal

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	TOTAL
()	5	Klipsch White IN-CEILING 6.5" COAX - WIDE DISPERSION TRACTRIX HORN - 70V 7.5W, 15W, 30W, 60W TAPS + 8 OHM BYPASS - UL-2043 + 1480 CERTIFIED - SOLD IN PAIRS	\$558.00	\$2,790.00	\$2,790.00
22 200	1	QSC Contractor power amplifier/ 2 channel, 1100 watts/ch at 8 Ω , 2000 watts/ch at 4 Ω , 70V/mono at 1000 Watts.	\$2,200.00	\$2,200.00	\$2,200.00
	1	Rack And Accessories Bundle	\$2,394.81	\$2,394.81	\$2,394.81
Y	2	ICE Cable Systems 16awg, 2 Cond, 26 Strand, Plenum Rated, Black, BMP Box,500 ft	\$368.52	\$737.04	\$737.04
The second secon	1	SCP CAT6 ENHANCED 550 MHz 23AWG SOLID BC, 4PR, UTP, ANSI/TIA 568.2-D, ISO/IEC 11801 CLASS E, UL CMR, PVC JKT- BLACK- 1000FT BOX	\$212.96	\$212.96	\$212.96
	1	SCPs 22/2 Balanced Line Level Audio Cable, Twisted Pair Red/Black, Foil Shield with Drain (1000ft Box)	\$214.81	\$214.81	\$214.81
y	9	Binary 3P XLR Female to Male 10ft (DAN-3FB-G+DAN-3MB-G) Gold contacts	\$30.19	\$271.71	\$271.71
-	8	Wirepath Male 3-Pin XLR Connectors-Gold Plated Contacts	\$5.11	\$40.88	\$40.88
Æ	1	AL Miscellaneous Materials	\$425.00	\$425.00	\$425.00
VIDEO	SYS	STEM			
IMAGE		DESCRIPTION	PRICE	PRICE EXT	TOTAL
	1	Vaddio DocCAM 20 HDBT OneLINK HDMI System N/A	\$5,212.00	\$5,212.00	\$5,212.00
	1	Vaddio RoboSHOT 30E OneLINK HDMI SYS WHT	\$5,300.00	\$5,300.00	\$5,300.00

			C	Confidentia	l Proposal
IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	TOTAL
5 100 T	1	Vaddio AV Bridge 2x1 N/A	\$2,695.00	\$2,695.00	\$2,695.00
22	1	Vaddio ACTIVE OPTICAL USB 3.0 A/B PLENUM 30M	\$800.00	\$800.00	\$800.00
٠	1	Vaddio Vaddio Device Controller	\$645.00	\$645.00	\$645.00
anda a	1	Luxul AV Series 12-Port/8 PoE+ Gigabit Managed Switch (130W), HDIP	\$499.95	\$499.95	\$499.95
		COUNCIL CHAMBERS TOTAL			\$48,014.67



FINANCIAL

PAYMENT SCHEDULE 80% down when you accept the proposal and the remaining will be billed to you after project is completed.	EQUIPMENT TOTAL SHIPPING TOTAL	\$48,014.67 \$0.00
	LABOR TOTAL	\$12,262.50
	SUBTOTAL TOTAL IA SALES TAX PROJECT TOTAL	\$60,277.17 \$4,219.40 \$64,496.57

TERMS

I accept this proposal and hereby authorize Audio Labs to proceed with the installation of the included systems at the facilities of Huxley City Council constructing at 515 North Main Ave Huxley, IA 50124 as described in the totality of this document. I further authorize Audio Labs to be granted the facility access that will be required to complete this project in a workmanlike and timely manner and for payment to be made to Audio Labs. In keeping with the Terms of Payment listed above. It has been made clear to me that there exist no understandings regarding this project with any relevant party unless and until Huxley City Council and Audio Labs agree to such additional or alternate understandings in writing. Project cost and pricing are dependent upon a continual flow of work without interruption or delays imposed by Huxley City Council or their staff, construction, other building trades or any other party, and additional costs may be incurred by Huxley City Council from Audio Labs. If such delays result in additional costs that are not covered by the pricing in this proposal. I agree that any additions to and/or deletions from the materials and labor to be provided by my acceptance of this proposal and any resulting change(s) in cost of this project shall only be by way of written change order(s) and shall be valid only after being signed by Huxley City Council and Audio Labs. This proposal is valid only if accepted in writing by Huxley City Council and deposit payment received no later than May 12, 2021.

ACCEPTANCE

HUXLEY CITY COUNCIL

SIGNED	DATE
PRINT NAME	TITLE
AUDIO LABS	
SIGNED	DATE
PRINT NAME	TITLE

PROPOSAL

AV for Council Chamber

Reversion:

City of Huxley 515 North Main Ave., Huxley, IA 50124



Presented By: Iowa Audio Video | Wisconsin Audio Video

1510 NW 86th Street Clive, IA

50325



www.iowaaudiovideo.com | www.wisconsin-audiovideo.com

www.iowaaudiovideo.com | www.wisconsin-audiovideo.com

JOB #:9252 | Reversion: | April 8, 2021

WHO WE ARE:

Iowa Audio Video | Wisconsin Audio Video, are locallyowned franchisee, of Mood Media and are establishedprofessional Audio/Visual Integrators and Media Consultants that specializes indesign and installation of state of the art Audio/Visual Systems and worldclass Media products.

WHAT WE DO:

IAVWAV is considered one of the top 4 AV integrators in Iowa, Wisconsin and northern Illinois. We pride ourselves in our ability to deliver complex AV systems at affordable pricing our clients. We are locally owned and operated and proud to be a provider of audio and acoustical solutions to over 3000 clients throughout the Iowa, Wisconsin and northern Illinois markets. We specialize in the following areas of expertise:

- Audio Visual Design and Consultation
- Professional Video Conference Solutions for Boardroom, Training and Conference Room
- Control System, Room Combining and User Interfaces for Training, Conference Rooms and Event Space
- Large/Small Venue Projector and Motorized Screen Design/Installation
- Video Walls, LED Display Wall and Multi-Screen Television Distribution System Design/Installation
- Digital Signage and Media Solutions for Commercial Business Applications
- Digital Video Surveillance System (CCTV) design and installation
- Speech Privacy/Sound Masking System Design and Tuning
- Acoustical Analysis, Acoustical Treatment and Noise Control

MOOD MEDIA

Iowa Audio Video | Wisconsin Audio Video is an independentfranchisee of Mood Media. Mood Media is the world's leading in-store media solutions company which is dedicated to elevating the Customer Experience. Our in-store Media Solutions help you connect with your customers, enhance your brand image and grow your business. We accomplish this by creating greater emotional connections between our clients brands and their customers thru the right combination of sight, sound, scent, social mobile and system solutions. We reach more than 150 million consumers each day thru more than 500,000 subscriber locations in 100+ countries around the globe.

HOW WE DO IT:

Every day we work closely with ourclients or their architects/engineering firms to develop proven AV solutionsfor their businesses. We offer a systematic design approach which focuses onunderstanding our clients vision and internal collaboration with our designteam with the goal of providing the right balance of system functionalityand budget considerations. Our staff of experienced DesignEngineers, Systems Engineers, Project Managers, Lead Technicians, FieldTechnicians, and Solutions Consultants all hold various certifications fromAVIXA, (CTS; CTS-D; CTS-I) Dante; SynAudCon; JAP; Bose; Cisco;Microsoft; Apple; Polycom; Logitech; AMX; Q-Sys; Biamp; Crestron; Symmetrix;Shure; and numerous other AV technologies and product lines.

WHERE WE ARE:

Iowa Audio Video | Wisconsin Audio Video aka IAVWAV has staffed officesin Des Moines, IA; Madison, WI; Eau Claire, WI; Wausau, WI; and Rockford, IL. Our multiple office locations allows us to share resources in times of highdemand which enable us to provide our clients with shorter installationtimelines and provide a seamless installation for our clients.

Iowa Audio Video | Wisconsin Audio Video is proud to be partof the Mood Media National Service Network. Thru the Mood MediaNational Service Network we have access to more than 450 professionaltechnicians who can provide service and installation for any locationacross the country.

SCOPE OF WORK

SCOPE OF WORK:

Iowa Audio Video is pleased to offer a competitive proposal to install audio solutions for City of Huxley Council Chamber with the objective of providing AV additions to provide an updated Video Conference to the space and an updated audio system.

Note: The system's audio conferencing performance contemplated in this proposal will require a minimum of a 500 - 700 millisecond RT60 or reverberation time based on size of room. Reverberations times outside of this range may require the owner to install acoustical solutions to the existing room including an acoustical tile ceiling and potentially sound baffles on walls or ceilings.

Audio System - We propose to provide (9) wireless microphone/voting stations to the dais which will be integrated into the overhead speaker network and with the video conference system. We will install (1) 4 lobe beam forming ceiling microphone in the gallery area. Clients existing gooseneck microphone on the podium will be connected into the audio system. The system will include (2) QSC DSP (digital sound processor) and (1) desktop 8" touch panel which will provide the control the entire AV system including dialing functions for audio conference and control of PTX camera for video conference.

Video Conference System - We propose to provide (2) ceiling mounted USB PTZ camera's which will be connected to a Lenovo i7 PC for video conference activities. The PC will be connected to the clients existing projector and screen thru a 5 X 1 HDMI switch. The clients existing HDMI plate will connect thru the same switch. User will have (3) open HDMI inputs for additional content to be portrayed on the screen.

Video Streaming System - We propose to provide (1) 4 in 1Media Processor to provide user with the ability to record, switch, mix video and live stream council meetings to Facebook Live, YouTube or other popular streaming platforms

EQUIPMENT SUMMARY

DESCRIPTION	QTY	
COUNCIL CHAMBER		
CORE 8 FLEX NETWORK +ANALOG I/O PROCESSOR AND CONTROL		1.00
CORE 8 Flex, Core Nano, NV-32-H (Core Capable). Scripting Engine Software License, Perpetual.		1.00
CORE 8 Flex, Core Nano, NV-32-H (Core Capable). UCI Deployment Software License, Perpetual.		1.00
QSYS Core 110 REMOTE ACCESS LICENSE UP TO 10 PERIFERAL DEVICES		1.00
Q-SYS 8.0 PoE Touch Screen Controller for In-Wall Mounting. Includes 1 LAN Port and Aux Power input,		1.00
10-Port Gigabit Managed Switch - 10 Ports POE - Manageable - 3 Layer Supported - Modular		1.00
MXA 710 Linear Array Microphone White - 2 FT		1.00
MXA 710 CEILING AND SUSPENSION MOUNTING KIT		1.00
Microphone, loudspeaker, and user controls in an integrated wireless unit		9.00
Gooseneck Microphone with Mini-Shotgun		9.00
Shure 10-Slot Networked Charging Base Station for MXC Wireless System		1.00
Access Point transceiver for Microflex Wireless conference system. Controls up to 125 MXCW640 units.		1.00
4K/UHD 5 X 1 HDMI SWITCHER		1.00
HDMI EXTENDER 4K ULTRA HD IR, RS-232 and POC (230 feet)		1.00
ALL-PURPOSE 5.25" 2-WAY - 90X90 HORN - 70V 1.8W, 3.7W, 7.5W, 15W, 30W TAPS + 8 OHM BYPASS - White		4.00
2 Channel JBL amplifier 80 watts per channel		1.00
2x2 Channel Mic/Line I/O Dante/AES67 Interface		1.00
12x Optical Zoom, PTZ Camera, USB 3.0, HDMI Output, Black Color		2.00
CaptureVision System - 4 HDMI Inputs and IP Video Source and Standard RTSP Streams		1.00
OFFSET DROP-DOWN MOUNT FOR PTZ CAMERA 24"		1.00
TCP/IP to Serial (RS232) With Power Over Ethernet		2.00
USB 2.0 High Speed High Performance Twisted Pair Extender Set		2.00
HDMI EXTENDER 4K ULTRA HD IR, RS-232 and POC (230 feet)		1.00
Dual USB 2.0 Video Mixer to USB 3.0 Converter		1.00
Lenovo ThinkSTation P340 1 i5-10500T - 16 GB RAM - 256 GB SSD - Tiny - Raven Black - Windows 10 Pro		1.00
Logitech MK270 Wireless Keyboard and Mouse Combo		1.00
23-4 UNS PLENUM CAT6 BLACK		650.00
18 AWG 2 Conductor Bare Copper, Non-Shielded Plenum UL Listed C(UL)US CMP		250.00
INSTALLATION COMMISSIONING SERVICES		35.00
FREIGHT AND HARDWARE ESTIMATE		1.00
COUNCI	L CHAMBER SUBTOTAL:	\$41,843.19
		¢41 842 10

Subtotal	\$41,843.19
Тах	\$2,834.44
Freight & Misc Parts Estimate	\$1,351.75
System Total	\$44,677.63

Equipment:	\$35,766.44
Installation Commissioning:	\$4,725.00
Freight & Misc Parts Estimate:	\$1,351.75
Tax:	\$2,834.44

Grand Total:

\$44,677.63

Customer Must "Opt In" to include optional Premier	Support Plan	
OPTIONAL PREMIERE SUPPORT PLAN	\$1,080.00 Annual	
		Initial Here
Payment Schedule		Amount
Initial Down Payment		\$28,338.46
Final Payment		\$16,339.17

PAYMENT: IAVWAV currently accepts most forms of payment including checks, ACH, EFT or major credit or debit card by MasterCard, Visa, Discover Network, American Express, Diners Club International. There are no fees associated with checks or ACH fees that are intiated by client thru clients bank. A 4% credit card processing fee will be added on all credit card purchases or ACH transactions iniated by IAVWAV for purchases over \$500.00.

TERMS AND CONDITIONS

AV for Council Chamber

City of Huxley 515 North Main Ave., Huxley, IA 50124

Presented By: Iowa Audio Video | Wisconsin Audio Video

1510 NW 86th Street Clive, IA

50325

 $www.iowaaudiovideo.com \mid www.wisconsin-audiovideo.com$



TERMS AND CONDITIONS

CUSTOMER RESPONSIBILITIES:

- Designate a key customer representative to act as project manager. This individual shall be the primary contact for all communications and have the authority to act on all contractual, administrative, and scheduling decisions.
- Provide ready access to all work areas for IAVWAV personnel.
- Provide AC power, Analog or Voip lines if needed, and appropriately conditioned physical space as needed
- Install all conduits, raceways, boxes, cable trays as required, and supplied with a pull string if required otherwise IAV will install wiring in walls and plenum.

• Client is responsible for addressing any acoustical or lighting issues that may affect sound quality or glare on video devices that is not included in this proposal

EXCLUSIONS:

- This proposal excludes all conduits, high voltage wiring, electrical panels, breakers, relays, boxes, receptacles, etc.
- This proposal excludes any drywall replacement, patching, painting, ceiling tile or T-bar modifications, tile replacement, millwork. (moldings, trim, cut outs, etc.) and/or repair if determined while on site to be necessary
- Lifts and Rental Unless specifically included as a line item on our proposal, IAVWAV does not include Scissor Lift Rental in the estimate of charges. We make every effort to work with other trades to share the use existing scissor or boom lifts on the project site to minimize buyer's installation expense. In the event a lift is needed for the project, and it is not available for us to use, we will pass along all charges associated with the rental and transportation of lift to site on our final invoice
 Any required permitting is not included in this proposal and is the responsibility of the huyer
- Any required permitting is not included in this proposal and is the responsibility of the buyer.

INSTALLATION TIMELINE: From award of contract and receipt of down payment IAVWAV would expect to begin installation of the project within 3 -5 weeks or as construction or equipment availability permits. Fine tuning, control programming adjustments and user customization and personalization will occur over a 30-day to 120-day period following the completion of the installation. More complex system could require extra time customizing the programming to the individual user requirements

INSTALLATION: This quotation assumes a standard installation schedule. All IAVWAV labor is to be performed during normal IAVWAV business hours (8:00 to 5:00 M-F, excluding holidays) unless otherwise specified. This Proposal is based on Single Phase Completion of the project. If the work is to be delivered in multiple phases the customer will incur additional charges and includes travel to and from the site to perform our stated scope of work. Additional Site Visits or Delays incurred by IAVWAV employees and their subcontractors due to escorts, clearances, inability to enter workspace, delay's by other trades and/or other factors beyond our control will be invoiced at our current labor rates. Any expedited deliveries or installation schedules are not included, unless specifically identified, and will incur additional charges. Customer is to inform IAVWAV prior project start up, of any times when work cannot be performed.

Buyer hereby grants to lowa Audio Video | Wisconsin Audio Video or its agent the right to install the Equipment, to the extent such installation is specified above. Buyer represents and warrants that all necessary governmental and third-party approvals for installation of the Equipment have been obtained. Any such installation by Iowa Audio Video | Wisconsin Audio Video shall be made in a good and workmanlike manner. Delays in installation caused by public agencies, manufacturers, suppliers, acts of God, strikes or other union bargaining, and all acts not directly attributable to Iowa Audio Video | Wisconsin Audio Video shall not in any way affect the obligations of Buyer and Iowa Audio Video | Wisconsin Audio Video's obligations with respect to such installation shall be suspended during the event causing the delay. Iowa Audio Video | Wisconsin Audio Video shall not be held responsible for any damages for any such delay.

A \$500.00 rush fee plus all applicable rush freight charges shall be billed in addition to the contracted price above for any installation requiring commencement of work less than ten (10) days from execution of contract.

INSTALLATION STANDARDS AND TUNING: Our technicians are certified and instructed on the equipment to be installed. We employ industry (NSCA-INFOCOMM/AVIXA) standards in all our installations. This practice ensures consistent measurable performance to a standard as well as efficient troubleshooting should there ever be a need for repair service. Our local technician will be trained to respond to your needs should we be asked to change any aspect of the systems functionality once you begin using the system.

WORK PROVIDED BY OTHERS: Buyer acknowledges that Electrical and building remodeling trades associated with the AV system, unless specifically included in this proposal are provided by owner or owner?s representatives. Delay's in construction by other trades shall not be grounds for delay in final payment of invoice.

ELECTRICAL: Buyer shall supply all required electrical outlets, adequate power and suitable space with a controlled environment to allow for installation and operation of the Equipment. Buyer shall supply and install all conduits necessary for the installation and operation of the Equipment, if any.

TRAINING: Iowa Audio Video | Wisconsin Audio Video provides one (1) on-site training to your staff at the time of finished installation as part of the basic warranty. Subsequent on-site/virtual training is available for purchase at our normal prevailing

service rates or is included if buyer elected to purchase the Premier Support Package.

USER/OWNER MANUAL: If requested by buyer, in writing, IAVWAV will provide copies of owners manuals which is supplied by equipment manufacturer, if available, in electronic format. A detailed, step by step, "User Manual" or "As Built" line item drawings are **NOT INCLUDED** in the purchase price. The buyer may request to purchase a custom "User Manual" or "As Built" line item drawings which is created specifically for their system, separately. These documents, if purchased, will be created within 90 days after the completion of the installation.

CHANGES AND ADDITIONS: Any changes, alterations or deviations from the Equipment and installation obligations specified herein involving extra cost for labor or material will be executed only on written orders for the same. The cost of any added labor or material will become an extra charge over and above the total specified in this Agreement. The total specified in this Agreement is based upon installation by employees of Iowa Audio Video | Wisconsin Audio Video. If it is necessary, for any reason, for the companies to use outside labor, the total specified in this Agreement shall be subject to renegotiation.

RETURN OF NEW ITEMS: Iowa Audio Video | Wisconsin Audio Video allows you to return any new, factory-sealed and unopened - uninstalled merchandise within 20 days of your purchase delivery date subject to a re-stocking fee. You may choose a full-credit product exchange or a full credit by the same means payment was made less applicable re-stocking fees. Shipping and labor charges associated with the item are not refundable.

All returned merchandise must be un-installed, unregistered, in complete original manufacturer's packaging, same condition as sold, with all accessories, literature, instructions, documentation and blank warranty cards.

NON-RETURNABLE ITEMS: Iowa Audio Video | Wisconsin Audio Video is unable to accept returns of the following:

- Polycom Video / Audio Conferencing Equipment after equipment has been ordered.
- Video Projectors after the equipment has been received by IAVWAV
- Projection Screens after screens after the screen has entered production by manufacturer
- LED/LCD Video Wall Panels after equipment has been ordered
- Television Screens due to changes after screens have been received by IAVWAV
- Acoustical Panels

RESTOCKING FEE: In the event an item is exchanged or returned there will be a minimum re-stocking charge of 25% plus any labor or freight charges associated with return. Re-Stocking fees vary from manufacturer to manufacturer and in some cases may exceed 25% on certain items. These fees apply to all returns excluding defective or damaged which are covered under the manufacturer?s warranty.

STATEMENT OF WARRANTY: Iowa Audio Video | Wisconsin Audio Video, (IAV- WAV) warrants all new equipment sold by them against defects in material and workmanship for (a) manufacturers stated warranty of materials or equipment listed within this proposal and; (b) ninety (90) days on labor associated with installation of a complete system.

Warranty coverage includes complimentary **Basic Support** and **Premier Onsite Support** as defined in the subsequent section, during the first ninety (90) days. In the event of any defect in workmanship occurring within (90) days from the warranty commencement date, IAV WAV will repair the defect at no additional charge to Buyer. Warranty commences the first day of beneficial use of the system by the Purchaser.

Warranty activities will take place during IAV WAV's normal Business Hours. Any request by purchaser for warranty repair service outside of normal business hours will be billed at IAVWAV's prevailing, after hours, rate.

Travel and/or freight charges incurred during the Complimentary Warranty Period are included. After the Complimentary Warranty Period travel charges, that are not covered by the manufacturer warranty, are billable to purchaser. Repair or replacement of defective Equipment shall be IAVWAV's sole liability under this warranty.

Installation of equipment and wiring, listed on this proposal, that is performed by employees of IAV, or others directly contracted by IAV is covered under this warranty. However, IAV shall not be held responsible for the performance of or failure of equipment

installed or wired by others.

This warranty is void in case of abuse, misuse, abnormal usage, or faulty installation or repair of equipment by unauthorized personnel. Warranty repairs will not be performed on accounts which are past due or in default.

Buyer shall indemnify IAVWAV and hold it harmless from and against any and all losses, claims and expenses relating to the Equipment, including, without limitation, manufacturer's failure to provide warranty coverage for Flat Screens, losses caused by misuse, abuse, theft, vandalism, accident, or negligence or damage by flood, fire, earthquake, lightning, tornado or any other act of God.

Many AV installations include a Control Interface (Control System). The Control Interface is individually customized for each client and may require modification to "fine tune" the user experience as the client uses the room. Any required programming modifications associated with the purchased equipment to "fine tune" the user experience during the first ninety (90) days are included and will be performed at **no charge** to the client. The client agrees that customization of the control interface is anticipated and the potential need for future customization shall not be grounds to withhold final payment of the contract.

The above statement is Iowa Audio Video | Wisconsin Audio Video standard statement of warranty. Any changes or modifications will be for specific contracts only and must be by attachment to this statement and referenced on this statement.

SUPPORT: Support Tickets are placed thru our support portal which can be found at www.iowaaudiovideo.com/iav/support, emailed serviceiav@iavwav.com or called into our main dispatch number at 515-457-1199 during normal business hours and in Wisconsin at www.wisconnsin-audiovideo.com/wav/support, emailed servicewav@iavwav.com or called into 608-273-3676

Optional After Warranty Support Plans

Iowa Audio Video | Wisconsin Audio Video offers a **Premier Onsite Support** contracts which cover on-site labor outside of warranty, scheduled trainings, limited programming, system tunings and scheduled preventive care. Pricing is included on this proposal. Client must "Opt In" to include support plan

Maintenance Provided and Replacement Part Procedure. Subject to the terms set forth in this Agreement, Provider agrees to provide maintenance on the equipment listed in the proposal "the Equipment" at the premises identified above. Provider shall provide such service during normal business hours. Normal response time will be within 24 hours of a Customer request, during normal business hours. Provider's maintenance service (a) shall include only maintenance of all current manufactured parts and labor required to repair (or replace) Equipment which has become defective through normal wear and usage, (b) is intended to keep the Equipment in, or restore the Equipment to, good working order during the term of this Agreement, and (c) does not assure against interruptions in operation of the Equipment. Support Features include:

- Help Desk Support
- Service Level Support (SLA) Tier 1 & 2
- On-Site Tech Dispatch
- Control System Programming On-Site
- End User Training
- On-Site Preventive Maintenance
- In Warranty Support (Unlimited)
- Out of Warranty Support (Billable on Equipment)
- Consumable Replacement (Billable)

Basic Support - (help desk) support shall be provided by IAVWAV for the use of our client's employees and designated agents to call during normal business hours. Tier 1 support is defined as troubleshooting, fielding of technical questions, and basic technical services. "Live" Basic Support support is available Monday through Friday from 8am until 5pm central time. After hours and on weekends and holidays, the help desk is automated and calls will be returned the next business day. At all times, there will be on-call staff available and calls will be returned within three hours. On-Site support is provided for covered items during the warranty period at "No Charge". All other on-site service is billed at our prevailing hourly rates. Travel charges associated with

on-site support are billable to client. Freight charges associated with warranty returns, not covered by manufacturers warranty or our of warranty returns are billable to client.

Basic Support Includes:

- Basic telephone support Hardware and Software
- On-site service
- In Warranty Support
- End User Training

Annual Pricing - Time and Materials Basis

Optional Remote Support - Optional remote support includes the QSC Reflect Enterprise Manager Remote Access license which will allow IAVWAV remote access to provide trouble shooting, software updates, program changes, remote monitoring, resets and general support of QSC Core products and additional peripheral devices which are connected to the installed system. The remote support license eliminates the need for Travel Labor and Trip charges associated with routine upkeep of the hardware. Remote support is included during the first year. The optional remote licence will be automatically renewed at the end of the first year. Client may cancel renewal by notifying our office they do not wish to renew.

Advanced Support - Support shall be provided by IAVWAV and/or partner companies for more intensive technical consultation. Premier Support may be facilitated through third parties for technology not manufacturer by IAV - WAV. Premier supports is defined as technology, hardware, or software issues that cannot be resolved by help desk staff and require more in-depth technical assistance or an on-site call. Premier Support ia provided at "No Charge" during the warranty period. Ongoing support after the warranty period may be purchased with a support contract or will be billed at our normal hourly rate. Travel charges associated with on-site support are billable to client. Freight charges associated with warranty returns, not covered by manufacturers warranty or our of warranty returns are billable to client.

Optional Premier Support Plan - IAVWAV offers a Premier Support Plan for its customers which takes effect after the original warranty expires. The Premier Support plan includes unlimited Labor Charges, Travel Charges and Trip Charges for Help Desk and On-Site calls during normal business hours for covered clients. Support Plans are billed annually and automatically renew each year unless IAVWAV us notified in writing 30 days prior to renewal to cancel.

Optional Premier Support Plan inlcudes:

- Help Desk Support
- Advanced Telephone and On-Site
- Reflect Enterpise Remote Access License
- Remote and On-Site Control or Electronic System Programming
- Filter Replacement and Projector cleaning
- Software Updates
- Scheduled Preventive Maintenance two (2) times per year
- End User Training four (4) times per year

Exclusions:

- Loaner Equipment it is not guaranteed under the program however it will be provided if available.
- Freight charges incurred in conjunction of in/out of warranty repairs
- Consumables projector lamps, bulbs filters, batteries, etc.

Annual Pricing - Varies - Optional - Client must "Opt In"

Support Tickets are placed thru our support portal which can be found at www.iowaaudiovideo.com/iav/support, emailed serviceiav@iavwav.com or called into our main dispatch number at 515-457-1199 during normal business hours and in Wisconsin at www.wisconnsin-audiovideo.com/wav/support, emailed servicewav@iavwav.com.

On-Site response is performed during normal business hours, 9AM - 4PM, Monday - Friday. Help Desk and emergency on-site is performed Saturday's 9AM - 3PM.

Provider Access and Customer Responsibilities. Provider's employees shall have full and free access to the Equipment at the

Premises. Customer agrees to (a) prevent unauthorized adjustment, repair or modification to the Equipment and (b) ensure that the Equipment is utilized in accordance with the applicable Provider's and/or manufacturer's specifications. Customer shall include the Equipment and such systems in the coverage provided in its liability and fire insurance policies. The Customer shall, in all cases and at no charge to Provider, perform such non-skilled checks and tests as may reasonably be requested by Provider and will notify Provider promptly if any of the Equipment fails to properly respond to any such check or test.

Term. This agreement shall remain in effect for twelve months from receipt of executed SLA and first payment. Provider shall have the right, at the end of the term selected below, to increase the maintenance charge and is not obligated to offer ongoing maintenance. If the Maintenance Agreement term expires before the manufacturer warranty, then IAV shall invoice Customer for repairs on a time and materials basis less what is covered by the manufacturer under warranty

Additional Costs and Charges. On-site maintenance calls (a) in which the Equipment was not the cause of the reported trouble, (b) where no trouble was found or (c) where the call was due to Customer or its representatives improperly following operating instructions for the Equipment, will be billed separate and apart from the obligations of this Agreement at the then existing normal rates during standard business hours plus travel costs.

Items Not Covered. Service, maintenance or repair of Equipment under this Agreement shall not include service, maintenance or repair caused by (a) customer's negligence; (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges, or acts of God or public enemy; (c) improper wiring, installation, repair or alteration of Equipment by persons unauthorized by Provider; (d) use of any Equipment for other than the ordinary use for which such Equipment was designed or the purpose for which such Equipment was intended, or (e) failure to provide a suitable operating environment as prescribed by Provider or by an Equipment manufacturer, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Other Trades. Where other network, telephone lines and service contract equipment are used in conjunction with the Equipment, Provider has no responsibility for such network, telephone lines or such service contract equipment. Service, maintenance, or repair resulting from configuration changes made or attempted by persons unauthorized by Provider is excluded from this Agreement. Except to the extent separately agreed in writing between Provider and Customer, (i) Provider has no system responsibility as to the use or application of the

Equipment beyond the product specification, and (b) Customer assumes full responsibility for the functional adequacy of the Equipment configuration as applied in the installation and for all system analysis and system engineering work.

BILLING AND PAYMENT: Buyer acknowledges that Iowa Audio Video | Wisconsin Audio Video is selling Equipment under this Agreement that may be installed by Iowa Audio Video | Wisconsin Audio Video over time. Notwithstanding anything to the contrary in this Agreement, Iowa Audio Video | Wisconsin Audio Video shall be entitled to invoice Buyer a down payment, upon receipt the contract. The remaining balance shall be due upon receipt of invoice either; (1) on the first day of beneficial use of the system by the Purchaser if under seven (7) days in duration (2) for projects with an installation time frame that exceeds seven (7) days from delivery of equipment to buyers? premise, Iowa Audio Video | Wisconsin Audio Video will progress bill for any remaining amounts due for labor or materials installed after receipt of down payments. Progress Billings are invoiced weekly or by a mutually agreed upon schedule for equipment and labor that has been delivered to buyer. A final invoice for all labor and material will be generated and due upon first day of beneficial use of the system by the Purchaser.

Payment is due upon receipt of invoice. Buyer shall be obligated to pay such amounts within ten (10) days of invoicing. Late Payments shall be subject to an interest charge of 24% or the maximum rate permitted by the State of Iowa or Wisconsin respectively. Delinquent accounts in excess of 90 days shall be listed as on Service Hold and declared in default of this contract. Service are repairs, including warranty service or repair will not be performed on any account in a service hold status until account has been brought current.

Buyer acknowledges that to fully customized the installed system to the client's special needs that ongoing training, adjustments, tuning will occur over the subsequent 30 days to 180 days after initial commissioning or buyers first day of beneficial use of the installed system. This time frame could be longer based on the complexity of the system. Buyer acknowledges and agrees to pay the final amounts due upon substantial use of the installed system. Buyer further understands ongoing training and tuning and programming customization are contemplated and shall not use this ongoing training and adjustments as grounds to delay payment of final invoice.

Buyer further acknowledges that no equipment shall be ordered, or any work performed under this contract until down payment has been received by company and finally paid by buyers financial institution.

TIME LIMIT FOR ACCEPTANCE: The terms of this Agreement will be valid for thirty (30) days following the Proposal Date set forth above. If not accepted by Buyer within that time, the offer of such terms is revoked without further action by Iowa Audio Video | Wisconsin Audio Video.

PROTECTION OF EQUIPMENT: Upon the delivery to the Installation Address, the Equipment is entrusted to Buyer and Buyer shall be responsible for the protection of Equipment and labor performed by Iowa Audio Video | Wisconsin Audio Video and the Buyer shall provide adequate insurance to protect said equipment from damage, fire, theft, vandalism and other forms of injury to or loss of said Equipment and shall, upon request, present evidence of such insurance to Iowa Audio Video | Wisconsin Audio Video. Until completely paid for, Buyer agrees to be responsible for loss of the Equipment or for its damage by any of the causes described in Section 1 hereof, or any other cause whatsoever, notwithstanding that title to and ownership of said Equipment remains in Iowa Audio Video | Wisconsin Audio Video, and will not create or suffer any liens or adverse claims of any kind with respect to the Equipment and will not permit or suffer the Equipment to be removed from the Installation Address

OWNERSHIP OF EQUIPMENT: Title and ownership of all Equipment shall remain in Iowa Audio Video | Wisconsin Audio Video until the total specified in this Agreement is paid in full. If for any reason Iowa Audio Video | Wisconsin Audio Video is compelled to obtain payment through legal or other professional services, then all such legal and collection fees, whether suit is filed, shall be paid by Buyer, including, but not limited to, all attorney's fees and costs incurred in the prosecution and/or appeal of any legal or equitable action.

In addition to, but not by way of limitation, if Buyer defaults in payment, Iowa Audio Video | Wisconsin Audio Video, without prior demand, legal process or waiver of any other remedies may declare all payments hereunder immediately due and payable. Iowa Audio Video | Wisconsin Audio Video may repossess the Equipment in whole or part without liability for trespass or damages for such removal. Said Equipment may be sold if Iowa Audio Video | Wisconsin Audio Video so desires and Iowa Audio Video | Wisconsin Audio Video may apply the proceeds less any expenses for sale, retaking, repair or collection against the unpaid balance.

TAXES: Buyer shall pay any sales, use, property, excise or other taxes or governmental charges arising from this Agreement. Sales tax is calculated and included in the final invoice. Because of variations in local tax rates throughout the region, sales tax is not estimated or included in our quotation. If sales tax is required to be included in the proposal, please notify your representative of this requirement.

ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior conversations, representations, promises and warranties, whether verbal or written, with respect to the subject matter hereof. No modifications hereafter shall be valid unless made in writing and signed by each party.

LAW GOVERNING: In the event of a dispute this Agreement shall be governed by and in accordance with the laws of the state of lowa, where lowa Audio Video maintains it principal place of business and the state of Wisconsin where Wisconsin Audio Video, maintains its principal place of business, and is applicable to contracts made and to be performed wholly within such state. Venue shall rest with the court of general jurisdiction located in Polk county where Iowa Audio Video maintains its principal place of business and Dane County where Wisconsin Audio Video, maintains such principal place of business. If any provision of this Agreement is deemed unenforceable (in whole or in part) by a Court of competent jurisdiction the parties agree that such Court shall amend or delete such provision to effectuate the intent of such provision and of this Agreement to the maximum extent that is enforceable.

IDENTITY OF BUYER: Buyer agrees that Iowa Audio Video | Wisconsin Audio Video may disclose the identity of Buyer about the marketing of its products and services to potential customers and in connection therewith may disclose any terms, other than the financial terms, of this Agreement.

The undersigned represents they have read and agree to all the terms and conditions set forth in the Agreement. This Agreement shall become binding on the parties hereto when signed by Buyer and accepted and approved by an authorized officer of Iowa Audio Video | Wisconsin Audio Video.

Client: Rita Conner

Date:

Contractor: Iowa Audio Video | Wisconsin Audio Video

Date:

COUNCIL COMMUNICATION

AGENDA HEADING:

Bids for Huxley Fire & Rescue Generator

SUBMITTED BY: Todd Moomaw, Fire and Rescue Chief

SYNOPSIS: Received 3 Generator bids for Huxley Fire & Rescue Station. The best bid, considering cost, service, labor, warranty and equipment is the Price Electric bid for \$19,651.75 (See enclosed bids from NAI, Van Maanen and Price)

FISCAL IMPACT: YES Amount: \$19,651.75

Funding Source: City of Huxley General Fund, FY 2021 CIP

PREVIOUS COUNCIL ACTION(S): YES

Request 3 bids for comparison by City Council

For more information on this and other agenda items, please call the City Clerk's Office at 515-597-2561 or visit the Clerk's Office, City Administration Building at 515 N. Main Ave. Council agendas are available to the public at the City Clerk's Office on Friday afternoon preceding Monday's Council meeting. Citizens can also request to receive meeting notices and agendas by email by calling the Clerk's Office or sending their request via email.



Price Electric Inc. 1505 NE Aurora Ave.

Des Moines, Iowa

Phone: (515) 957-9027

Huxley Fire Dept.

104 E. Railway St. Huxley, IA 50266 From Jason

Jason Murray 515-957-9027 jmurray@priceelectric.us

PRICE

ELECTRIC

[DATE	DESCRIPTION	PAGE
[4/22/2021	Huxley Fire Dept	1

This estimate includes electrical permit, material, equipment and labor to complete the following Standby Generator installation at the listed address. Installation will be done in a workmanship like manner and will comply with all applicable building and electric codes. Scope of work includes the following:

- Provide City, County or State electrical permit.
- Provide coordination of utility disconnect for service modification.
- Provide and install 20KW or 24KW natural gas standby KOHLER generator with battery and cold weather kit.
- Provide truck and equipment to set generator, including generator pad.
- Provide and install 200A service rated, 3R automatic transfer switch
- Provide and install all conduit, wire, and electrical fittings required for electrical connections.
- Provide and coordinate gas line plumbing and connections via local if requested
- Provide generator start up and programming.
- Coordinate with City, County or State for inspections.
- Provide coordination of utility reconnect of service.

Notes:

- 5 year limited warranty is included on generator. (2 year labor, 5 year parts)
- 5 and 10 year comprehensive warranties available at additional costs.
- Gas meter may need upsized to 2# by Utility company, price not included in estimate. (Approx. \$150)
- Gas line hook up line item is an estimate only and may incur additional charges.
- 20KW unit includes battery.
- 50% down payment required for material acquisition.

Locations:

- ATS figured as to be located next to existing electrical meter
- Generator figured as to be located in grass approx. 4' from the building near the existing electric meter

Exclusions, if applicable:

Date

PROPOSAL

Price Electric Inc. 1505 NE Aurora Ave. Des Moines, Iowa Phone: (515) 957-9027



Huxley Fire Dept. ^{TO} 104 E. Railway St. Huxley, IA 50266

From

Jason Murray 515-957-9027 jmurray@priceelectric.us

DATE	DESCRIPTION	PAGE
4/22/2021	Huxley Fire Dept.	2

Seeding or Sod over backfill.Landscape or edging repair.

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	20RCA 18kW-NG/20kW-LP	5,483.00	5,483.00
		5 year limited warranty included		
	1	RXT-JCTC-0200A-QS3	1,313.75	1,313.75
		NEMA 3R w/ No Load	.,	1,010.70
	1	Genterator Pad	215.00	215.00
	1	Electrical Materials: Wire, Disconnect, Conduit,	1,600.00	1 600 00
		Fittings, Etc 208V Meter Disconnect	1,000.00	1,600.00
	1	Gas line hook up	1,600.00	1,600.00 *
		(Begins at \$600 for basic connection)		
	1	Electrical Labor	1,152.00	1,152.00 *
	1	Start Up	300.00	300.00 *
	1	Truck and Equipment to set Generator		Included

ITEM TOTAL	11,663.75
TAX	Exempt Pending Cert

TOTAL AMOUNT 11,663.75

Date

PROPOSAL

Price Electric Inc. 1505 NE Aurora Ave. Des Moines, Iowa Phone: (515) 957-9027



Huxley Fire Dept. ^{TO} 104 E. Railway St. Huxley, IA 50266

From

Jason Murray 515-957-9027 jmurray@priceelectric.us

DATE	DESCRIPTION	PAGE
4/22/2021	Huxley Fire Dept.	2

Seeding or Sod over backfill.Landscape or edging repair.

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	24RCL 21kW-NG/24kW-LP	12,811.00	12,811.00
		5 year limited warranty included		
	1	RXT-JCTC-0200A-QS3	1,313.75	1,313.75
		NEMA 3R w/ No Load		1,010.70
	1	Genterator Pad	875.00	875.00
	1	Electrical Materials: Wire, Disconnect, Conduit,	1,600.00	1 600 00
		Fittings, Etc 208V Meter Disconnect	1,000.00	1,600.00
	1	Gas line hook up	1,600.00	1,600.00 *
		(Begins at \$600 for basic connection)		
	1	Electrical Labor	1,152.00	1,152.00 *
	1	Start Up	300.00	300.00 *
	1	Truck and Equipment to set Generator		Included

ITEM TOTAL	19,651.75
TAX	Exempt Pending Cert

TOTAL AMOUNT 19,651.75

Date



Phone Fax 641-791 WIRE(9473) • 641-791-9484

> 500 Iowa Speedway Drive Newton, IA 50208

Huxley FD 104 E Railway St Huxley, IA

Apr. 5,2021

PROPOSAL REQUEST

Scope: New Generac generator install

- Install new concrete pad for generator
- Install new Generac RG02515GNAX generator
- Install new Generac ATS RTSW200G3
- Install cold weather back kit with heater and thermostat
- Install new conduit from meter to ATS
- Install new conduit from ATS to Panel location
- Install new cabling from meter through ATS to Panel
- Install new cabling and control wiring from ATS to generator
- Install (2) 30a contactors for AC unit and Diesel Exhaust fans
- Fuel piping and connections not included
- Van Maanen Electric not responsible for private locates.
- Proposal does not include any unforeseen circumstances.
- Pricing subject to change due to the Available Fault Current rating from Alliant (only available after approval)

Total Cost: 22,754.74

Proposal is valid for 30 days from above listed date.

Nathan Rhoads Service Manager Van Maanen Electric, Inc 641-521-3968 – Cell 641-791-WIRE (9473)



Huxley Fire and Rescue 104 East Railway Street Huxley, Iowa 50124 April 5th, 2021

Attn: Trent Meiners

Re: Generator pricing for the Huxley Fire and Rescue building

NAI Electrical Contractors is pleased to provide you with this pricing for the materials and labor to install a new 20 KW air-cooled Kohler backup generator and transfer switch at your facility in Huxley, IA. This proposal is based on the information obtained from a site visit and conversations with Trent Meiners.

Included:

- 1. (1)-20 kW natural gas, 120/240-volt, 3 phase, air-cooled, Kohler emergency standby generator.
- 2. (1)-all weather aluminum enclosure.
- 3. 100-amp, 3 pole, open transition, NEMA 1 indoor transfer switch.
- 4. Fiberglass pad for generator.
- 5. Conduit and wire to connect to existing gear.
- 6. 120-volt power to the generator for block heater and battery charger from 120-volt panel in building.
- 7. Grounding of the generator.
- Relocation of power for SCBA bottle filler, clothes washer, and clothes dryer to the north end of the building.
- 9. (1)-100 amp, 120/240, 3 phase, 30 space, main circuit breaker panel.
- 10. Relocation of circuits from existing panel to new emergency panel.
- 11. Natural gas line connection.
- 12. Electrical permit.
- 13. Labor to install.

Excluded:

- 1. Arch flash/Coordination study of any kind.
- 2. Engineering of any kind.
- 3. Holiday, Sunday, or premium rates.
- 4. Unforeseen code violations or maintenance repairs discovered during the installation.
- 5. Items not listed in the above scope.
- 6. Liquidated, consequential, or delay damages of any kind.
- 7. Any and all Covid-19 related liability and costs associated with delays, material shortages or delivery

delays, work stoppage, quarantined manpower, site access, government regulations, or owner interventions.

Lump sum install price: \$24,030.00

Labor rates are based on work being performed during regular business hours M-F, 7-3:30pm. Please contact me if I can be of any further assistance.

Thank you,

Brandon Burkhart Project Manager Cell 515-291-1190

NAI Electrical Contractor

□ 2730 Ford St. * AMES, IA 50010-6523 * (515) 232-8606 *(515) 232-4012 □ 103 S. 8TH AVE * MARSHALLTOWN, IA 50158 * (641) 753-6365*(641) 752-0995 □ 22111 230TH AVE. CENTERVILLE, IA 52544 * (641) 437-1700 * (641) 437-1701 □ 75 LINCOLN STREET SE* LEMARS, IA 51031* (712) 546-5020* (712) 546-5228 WEB: WWW.NAI-AMES.COM E-MAIL nai@nai-ames.com

CITY COUNCIL COMMUNICATION

AGENDA HEADING:

Motion to Approve Contribution to the Story County Housing Trust Fund

SUBMITTED BY

Rita Conner, City Administrator

SYNOPSIS:

Story County Housing Trust Fund (Amber Corrieri, Board Chair) is a non-profit agency focused on affordable housing in the County. <u>https://storycountyht.org/</u>

The City of Huxley and the other Story County cities are requested to contribute an annual amount based on each City's 2010 population. The population is used to calculate each community's share of the amount of local match needed for the grant SCHTF receives from the Iowa Finance Authority.

Additional information is below.

FISCAL IMPACT: YES

<u>Amount</u>: \$1,831.59

<u>Funding Source:</u> City of Huxley TIF/LMI- (Tax Increment Financing Low to Moderate Income) Fund

ADDITIONAL INFORMATION:

- The SCHTF provides rental assistance and funds for construction and home rehabilitation
- Huxley residents have been assisted by the programs in 2021 on average of 8-10 homes per month

ADMINISTRATOR RECOMMENDATION: Approval

BOARD, COMMISSION OR COUNCIL PRIOR ACTIONS: YES

• Three years of prior annual contributions in this amount

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

• Annual request; 2020 Census results will be reviewed for potential increased contribution

Story County Housing Trust

April 26, 2021

Rita Conner City Hall 515 N. Main Street Huxley, IA 50124

Dear Rita:

For FY 2021 the Huxley City Council approved a \$1,831.59 commitment of funding for the Story County Housing Trust.

Enclosed please find an invoice requesting these funds. A check can be made out to: Story County Housing Trust and sent to our Board Treasurer:

Erik Bunker Vice President First National Bank 405 5th Street Ames, IA 50010

These dollars are part of the required 25% local match monies from the Iowa Finance Authority.

If you have any questions I would be happy to talk with you at your earliest convenience.

Sincerely,

STORY COUNTY HOUSING TRUST Amber Corrieri Board Chair

Enclosure

COUNCIL COMMUNICATION

AGENDA HEADING:

Approve Items Related to the 560th Avenue Paving Project

SUBMITTED BY:

Rita Conner, City Administrator

SYNOPSIS:

Veenstra and Kimm, Inc (Forrest Aldrich, P.E., 3000 Westown Parkway West Des Moines, Iowa 50266) has submitted pay application No.7 from Concrete Technologies, Inc (Brian Blackford, President, 1001S. E. 37th Street Grimes, Iowa 50011) in the amount of \$6,146.56 for final work completed on the 560th Avenue Paving Project and have presented the Certificate of Completion for the project to be able to be accepted by City Council.

Additional information is below and in the attachments.

FISCAL IMPACT:

<u>Amount</u>: \$ 6,146.56

<u>Funding Source</u>: City of Huxley: Org and Fund code provided by the City Clerk/Finance Officer.

ADDITIONAL INFORMATION: NO

PREVIOUS COUNCIL ACTION(S): YES

- February 23, 2021 Approval of Payment No.6 for the 560th Avenue Paving Project
- January 26, 2021 Approval of Payment No. 5 for the 560th Avenue Paving Project
- December 8, 2020 Approval of Change Order No.1 and Payment No. 4 for the 560th Avenue Paving Project
- September 8, 2020 Approval of Payment No. 2 for the 560th Avenue Paving Project
- August 11, 2020 Approval of Payment No. 1 for the 560th Avenue Paving Project
- April 28, 2020 Approval of contract in the amount of \$2,368,511.60 for the base bid and two alternates and authorize Mayor to execute
- April 14, 2020 Approval of plans, specifications and award of contract

ADMINISTRATOR RECOMMENDATION: APPROVAL

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS: NO

RESOLUTION NO. 21-041

RESOLUTION APPROVING PAY APPLICATION NO. 7 FOR THE 560TH STREET PAVING PROJECT

WHEREAS, the City of Huxley approved a contract with Concrete Technologies, Inc. on April 28, 2020 to conduct the 560th Street Paving Project and;

WHEREAS, Veenstra & Kimm, Inc has presented the seventh and final payment application from the contractor in the amount of \$6,146.56 and;

WHEREAS, the application has been reviewed and found to be appropriate and reasonable for final work completed.

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

Payment application No. 7is hereby approved.

Roll Call	Aye	Nay	Absent
Nate Easter			
David Kuhn			
Greg Mulder			
Rick Peterson			
Tracey Roberts			

PASSED, ADOPTED AND APPROVED this 11th day of May 2021

APPROVAL BY MAYOR

I hereby approve the foregoing <u>Resolution No. 21-041</u> by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 11th day of May 2021

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk

RESOLUTION NO. 21-042

RESOLUTION APPROVING CERTIFICATE OF COMPLETION FOR THE 560TH AVENUE PAVING PROJECT

WHEREAS, the City of Huxley approved a contract with Concrete Technologies, Inc. on April 28, 2020 to conduct the 560th Street Paving Project Huxley and;

WHEREAS, Veenstra and Kimm, Inc. have presented the Certificate of Completion for the project and recommend acceptance of the project by City Council and;

WHEREAS, Veenstra and Kimm, Inc. have deemed that work was completed in substantial accordance with the plans and specifications for the project and;

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

Certificate of Completion for the project is hereby approved and the project improvements are accepted by the City Council.

Roll Call	Aye	Nay	Absent
Nate Easter			
David Kuhn			
Greg Mulder Rick Peterson			
Tracey Roberts			

PASSED, ADOPTED AND APPROVED this 13th day of May 2021.

APPROVAL BY MAYOR

I hereby approve the foregoing <u>Resolution No. 21-042</u> by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 13th day of May 2021.

Kevin Deaton, Mayor

ATTEST:

Jolene R. 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)

April 30, 2021

Rita Conner City Administrator City of Huxley 515 N. Main Avenue Huxley, Iowa 50124

HUXLEY, IOWA 560TH AVENUE PAVING – BLUE SKY BLVD TO E 1ST ST. PARTIAL PAY ESTIMATE NO. 7 (FINAL) CERTIFICATE OF COMPLETION

Enclosed are three copies of Partial Pay Estimate No. 7 (Final) for work on the 560th Avenue Paving – Blue Sky Blvd to E 1st St. project, under the contract between the City of Huxley and Concrete Technologies, Inc. dated April 14, 2020. The partial pay estimate is for the period February 1, 2021 to April 30, 2021.

We have checked the estimate and recommend payment to Concrete Technologies, Inc. in the total amount of \$6,146.56.

Please sign all copies of Partial Pay Estimate No. 7 (Final) in the space provided and return one signed copy of the partial pay estimate to our office. Please return one signed copy of Partial Pay Estimate No. 7 (Final) to Concrete Technologies, Inc. with payment. The third copy should be kept for your files.

Enclosed are two copies of the Certificate of Completion. This certificate should be executed by the Mayor after the City Council has approved acceptance of the project. Please sign both copies in the spaces provided and return one signed copy to our office.

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

VEENSTRA & KIMM, INC.

Mert

Forrest S. Aldrich

FSA:dml 45255 Enclosures cc: Jeff Peterson, City of Huxley w/enclosure (e-mail) West Des Moines, IA • Coralville, IA • Dubuque, IA • Mason City, IA • Sioux City, IA Cedar Rapids, IA • Rock Island, IL • Springfield, IL • Liberty, MO • Rochester, MN



VEENSTRA & KIMM, INC. 3000 Westown Parkway West Des Moines, Iowa 50266-1320 515-225-8000 515-225-7848(FAX) 800-241-8000 (WATS)

P roj	ect Title	560th Avenue Paving Blvd to E . 1st Street Huxley, Iowa	- Blue Sky	ý	C	ontractor	10	oncrete Techn 001 SE 37th St rimes, Iowa 50	reet		
Orig	inal Contract		1		┢		+				
Amo	ount & Date	\$2,368,511.60	April	14, 2020	Р	ay Period	Fe	bruary 1, 2021	1 to April 30,	202	21
		and the state of the state		BID (TEA	AS					
		Description	Unit	Estimated Quantity		Unit Price		Extended Price	Quantity Complete		Value Completed
1.	Mobilization		LS	1	\$	71,500.00	\$	71,500.00	100%	\$	71,500.00
2.	Clearing and	d Grubbing	LS	1	\$	25,235.00	\$	25,235.00	100%	\$	25,235.00
3.	Earthwork		LS	1	\$	360,790.00	\$	360,790.00	100%	\$	360,790.00
4.	Compaction	Testing	LS	1	\$	4,400.00	\$	4,400.00	100%	\$	4,400.00
5.	Granular Sh		TONS	1,340	\$	31.85	\$	42,679.00	1,360.3	\$	43,325.50
6.	Granular Su	rfacing, 6"	TONS	700	\$	23.25	\$	16,275.00	603	\$	14,019.7
7.	Subgrade Pi	reparation	SY	18,940	\$	2.50	\$	47,350.00	18,940	\$	47,350.00
8.	9" PCC Pave	ement	SY	13,400	\$	55.00	\$	737,000.00	13,618	-	748,990.00
9.	7' PCC Pave	ement	SY	250	\$	57.25	\$	14,312.50	300	-	17,175.00
10.	6" PCC Drive	eway	SY	35	\$		\$	2,152.50	88	-	5,412.00
11.	5" PCC Reci	reational Trail	SY	870	\$		\$	34,365.00	911	\$	35,984.50
12.	4" PCC Side	walk	SY	90	\$		\$	4,252.50	85	\$	4,016.2
13.	PCC Pavem Testing	ent Samples and	LS	1	\$	2,800.00	\$	2,800.00	50%		1,400.00
14.	Storm Sewe	r, Class 3, 15" RCP	LF	411	\$		\$	22,913.25	441	\$	24,585.75
15.	Storm Sewe	r, Class 3, 18" RCP	LF	144	\$	56.75	\$	8,172.00	144		8,172.00
16.	1	r, Class 3, 24" RCP	LF	8	\$	69.00	\$	552.00		\$	4,623.00
17.	1	, Class 3, 30" RCP	LF	163	\$	100.00	\$	16,300.00		\$	16,300.00
18.	1	Class 3, 36" RCP	LF	78	\$	101.00	\$	7,878.00	69	-	6,969.00
19.	1	Class 3, 48" RCP	LF	306	\$	152.00	\$	46,512.00	306	-	46,512.00
20.		Class 5, 48" RCP	LF	150	\$	180.00	\$	27,000.00		\$	27,000.00
21.		oncrete Box Culvert,	LF	80	\$	2,460.00		196,800.00	80		196,800.00
22.	Pipe Apron, F	RCP, 15"	EA	1	\$	1,840.00	\$	1,840.00		\$	1,840.00
23.	Pipe Apron, F		EA	1	\$	2,340.00	\$	2,340.00	1	\$	2,340.00
24.	Pipe Apron, F		EA	1	\$	2,640.00	\$	2,640.00		\$	2,640.00
25.	Pipe Apron, F		EA	2	\$	3,380.00	\$	6,760.00		\$	6,760.00
26.	Pipe Apron, R	Contraction of the local data	EA	1	\$	4,700.00	\$	4,700.00		\$	4,700.00
27.		Headwall, Twin	EA	2	\$	14,445.00	\$	28,890.00		\$	28,890.00
28.	Manhole, SW	-401, 48"	EA	3	\$	2,760.00	\$	8,280.00		\$	5,520.00
29.	Manhole, SW		EA	3	\$	4,085.00	\$	12,255.00		\$	12,255.00
30.	Manhole, SW		EA	1	\$	4,925.00	\$	4,925.00		₽ \$	4,925.00
31.	Manhole, SW		EA	2	\$	10,345.00	\$	20,690.00		⊅ \$	
32.	Intake, SW-5		EA	1	\$	2,165.00	<u></u>	2,165.00		⊅ \$	20,690.00 2,165.00

			BID I Estimated	T		Τ	Extended	Quantity	Γ	Value
22	Description	Unit	Quantity	-	Unit Price	-	Price	Complete		Completed
33.	Intake, SW-512	EA	2	\$		-	4,250.00	2	-	4,250.00
34.	Rip-Rap, Class E Revetment	TONS	1,450	\$		\$	73,587.50	1,042.2	\$	52,891.65
35.	E rosion S tone	TONS	85	\$	43.50	\$	3,697.50	123	\$	5,350.50
36.	Pavement Removal	SY	700	\$	13.75	\$	9,625.00	791	\$	10,876.25
37.	Removal of Existing Roadway Culverts, less than or equal to 36"	LF	210	\$	34.50	\$	7,245.00	206	\$	7,107.00
38.	Removal of Existing Roadway Culverts, greater than 36"	LF	55	\$		T		55		2,893.00
39.	Remove and Reinstall 48" FES	EA	1	\$	2,015.00	+		1	\$	2,033.00
40.	Driveway Culvert, 15"	LF	285	\$	59.25	⊅ \$				
41.	Driveway Culvert, 18"	LF		-		1		50		2,962.50
42.	Diveway Cowert, 10	LF	50	\$	62.00	\$	3,100.00	0	\$	
	Seed, Fertilize and Mulch, Type 2	AC	13 .	\$	1,700.00	\$	22,100.00	13	\$	22,100.00
43.	Sodding	SQ	16	\$	123.50	\$	1,976.00	8.25	\$	1,018.88
44.	Stormwater Pollution Prevention Plan (SWPPP) Preparation	LS	1	\$	1,800.00	\$	1,800.00	100%	\$	1,800.00
45.	Stormwater Pollution Prevention Plan (SWPPP) Management	LS	1	\$	3,090.00	\$	3,090.00	100%	\$	3,090.00
46.	Silt Fence, Installation & Removal	LF	12,000	\$	1.55	\$	18,600.00	9,956	\$	15,431.80
47.	8" Filter Sock, Installation & Removal	LF	7,200	\$	1.55	\$	11,160.00	250	\$	387.50
48.	E rosion Control Mulching, Conventional	AC	10	\$	515.00	\$	5,150.00	7.5	\$	3,862.50
49.	Temporary Rolled E rosion Control (RECP)	SQ	500	\$	12.40	\$	6,200.00	261	\$	3,236.40
50.	Traffic Control	LS	1	\$	7,725.00	\$	7,725.00	100%	\$	7,725.00
51.	Pavement Markings	STA	46.00	\$	54.60	\$	2,511.60	160.56	\$	8,766.58
52.	Detectable Warnings	SF	50	\$	53.00	\$	2,650.00	95	\$	5,035.00
53.	Field Fence, Remove & Replace	LF	2,720	\$	5.95	\$	16,184.00	3,450		20,527.50
54.	Water Main Adjustment #1	LS	1	\$	545.00	\$	545.00	100%		545.00
55.	Water Main Adjustment #2	LS	1	\$	24,700.00	\$	24,700.00	100%		24,700.00
56.	PCC Curb & Gutter, 2.5' Wide	LF	350	\$	33.25	\$	11,637.50	350	-	11,637.50
57.	Modified Subbase, 6"	CY	2,600	\$	44.50	\$	115,700.00	2,600		115,700.00
58.	Subdrains, 6"	LF	2,650	\$	17.95	\$	47,567.50			
	TOTAL BASE BID	LI	2,030	Ψ	17.95	-	2,207,319.60	2,105		37,784.75
				-		42.4	13.00 e, 207 e, 702 e		φz	,174,979.11
-	ALTERNATE BID 1			-		-				
	Granular Surfacing, 6"	TONS	-540	\$	12.25	è	(12 555 00)	5.40	¢	(10 555 00)
	7" PCC Pavement	1				\$	(12,555.00)	-540		(12,555.00)
1.0		SY	1,700	\$		\$	104,125.00	1,696		103,880.00
-	Storm Sewer, Class 3, 15" RCP	LF	164	\$		\$	9,143.00	164	_	9,143.00
E	Manhole, SW-401, 48"	EA	3	\$		\$	8,085.00	2	_	5,390.00
	Intake, SW-501	EA	2	\$	2,410.00	\$	4,820.00	2	-	4,820.00
	Pavement Markings	STA	5.25	\$		\$	2,163.00	5.83	\$	2,401.96
1.7	PCC Curb & Gutter, 2.5' Wide	LF	-350	\$	33.25	\$	(11,637.50)	-350	\$	(11,637.50)
	TOTAL ALTERNATE BID 1					\$	104,143.50		\$	101,442.46

		1	BID I Estimated	TEN	13	T	Extended	Quantity	T	Value
	Description	Unit	Quantity		Unit Price		Price	Complete		Completed
	ALTERNATE BID 2			T		T			T	· · · ·
2.1	Storm Sewer, Class 3, 15" RCP	LF	319	\$	55.75	\$	17,784.25	272	\$	15,164.0
2.2	Storm Sewer, Class 3, 18" RCP	LF	275	\$	56.75	-		275	-	15,606.2
2.3	Storm Sewer, Class 3, 24" RCP	LF	92	\$		-		92		6,348.0
2.4	Manhole, SW-401, 48"	EA	5	\$	2,615.00		13,075.00	5	-	13,075.00
2.5	Manhole, SW-401, 60"	EA	1	\$		_	4,235.00	1	\$	4,235.00
	TOTAL ALTERNATE BID 2					\$	57,048.50		\$	54,428.2
			TOTAL E	BAS	E BID AND	ALT	ERNATE BIDS	AND 2	\$.	2,330,849.82
3.1	30" RCP Storm Sewer	LF	-163	\$	100.00	\$	(16,300.00)	-163	\$	(16,300.00
3.2	Structure No. 1, 48" MH	EA	-1	\$	2,760.00	\$	(2,760.00)	-1	\$	(2,760.00
3.3	Structure No. 2, 60" MH	EA	-1	\$	4,085.00	\$			\$	(4,085.00
3.4	15" RCP Storm Sewer (Base Bid)	LF	-47	\$	55.75	\$	(2,620.25)	-47	\$	(2,620.25
3.5	30" Pipe Apron	EA	-1	\$	2,640.00	\$	(2,640.00)	-1	\$	(2,640.00
3.6	Rip-Rap at 30" Apron	TONS	-60	\$	50.75	\$	(3,045.00)	-60	\$	(3,045.00
3.7	12" Tile	LF	180	\$	60.89	\$	10,960.20	180	\$	10,960.20
3.8	Structure No. 3, 84" MH	EA	-1	\$	10,345.00	\$	(10,345.00)		\$	(10,345.00
3.9	Structure No. 9, 72" MH	ΕA	-1	\$	4,925.00	\$	(4,925.00)	-1	\$	(4,925.00
3.10	Structure No. 9, 48" MH	ΕA	1	\$	2,760.00	\$	2,760.00	1	\$	2,760.00
3.11	Structure No. 13, 48" MH (Alt.1)	EA	-1	\$	2,760.00	\$	(2,760.00)	-1	\$	(2,760.00
3.12	15" RCP to Struct. No. 11 (Alt.1)	LF	-21	\$	55.75	\$	(1,170.75)	-21	\$	(1,170.75
3.13	15" Tile	LF	179	\$	68.20	\$	12,207.80	179	-	12,207.80
3.14	36" RCP Storm Sewer	LF	-46	\$	101.00	\$	(4,646.00)	-46	\$	(4,646.00
3.15	36" Pipe Apron	EA	-1	\$	3,380.00	\$	(3,380.00)	-1	\$	(3,380.00
3.16	48" Pipe Apron	EA	1	\$	4,700.00	\$	4,700.00	1	\$	4,700.00
3.17	48" RCP Storm Sewer	LF	10	\$	152.00	\$	1,520.00	10	\$	1,520.00
3.18	Rip-Rap at 48" Apron	TONS	-110	\$	50.75	\$	(5,582.50)	-110	\$	(5,582.50
3.19	E rosion Stone at 48" Apron	TONS	-70	\$	43.50	\$	(3,045.00)	-70	\$	(3,045.00
3.20	Relocate 48" Flared End	EA	-1	\$	2,015.00	\$	(2,015.00)	-1	\$	(2,015.00)
3.21	48" Pipe Apron	EA	1	\$	4,700.00	\$	4,700.00		\$	4,700.00
3.22	Relocate Water Main #1	EA	-1	\$	545.00	\$	(545.00)	-1	\$	(545.00)
3.23	60" MH S tructure	EA	-1	\$	4,085.00	\$	(4,085.00)	-1	\$	(4,085.00)
3.24	36" RCP Storm Sewer	LF	-23	\$	101.00	\$	(2,323.00)	-23	\$	(2,323.00)
3.25	24" RCP Storm Sewer	LF	23	\$	69.00	\$	1,587.00		\$	1,587.00
.26	36" Pipe Apron	EA	-1	\$	3,380.00	\$	(3,380.00)	-1	\$	(3,380.00)
3.27	24" Pipe Apron	EA	1	\$	2,340.00	\$	2,340.00	1	\$	2,340.00
.28	15" RCP Storm Sewer (Alt. 2)	LF	-48	\$	55.75	\$	(2,676.00)	-48	\$	(2,676.00)
.29 F	Relocate Water Main #2	EA	-1	\$	24,700.00	\$	(24,700.00)	-1	\$	(24,700.00)
.30 E	arthwork	EA	1	\$	63,404.00	\$	63,404.00	1	\$	63,404.00
.31	ree Removal	EA	1	\$	5,775.00	\$	5,775.00		\$	5,775.00
.32€	o" Tile Connection	EA	1	\$	550.00	\$	550.00		\$	550.00
.33 6	5" Tile	LF	610	\$	19.14	\$	11,675.40	610		11,675.40
.34 H	Hickenbottom Intake	EA	1	\$		\$	1,650.00		\$	1,650.00
.35 F	ield Entrance Earthwork	EA	3	\$		\$	2,250.00	2 9		1,500.00
.36 F	ield Entrance Culverts	LF	140	\$	59.25	\$	8,295.00	140		8,295.00

			BID IT	EMS		-				
	Description	Unit	Estimated Quantity	Unit Pr	ice		tended Price	Quantity Complete	Value ompleted	
3.37	Granular Surfacing	TONS	60	\$ 2	23.25	\$	1,395.00	0	\$	-
Change Order No. 1 Value Completed \$ 26,595.90										26,595.90
	and the second sec	MATER			44.03/	,				
		////// EN	the substant number of the local diversion of	and the second second	-					
	Description	Number of Units			Un	it Price	Exten	Cosť		
	None									\$0.00
				TOTAL	MATE	RIALS	STORED			\$0.00

		SUMMARY				
			(Contract Price		Value Completed
	Original	Contract Price		\$2,368,511.60	\$	2,330,849.82
Approved Change	Orders (list each)	No. 1	\$	28,740.90	\$	26,595.90
	TOTAL ALL CHAI			28,740.90		26,595.90
	Revised	2,397,252.50	\$	2,357,445.72		
			0.00			
	Value o	f Completed W	ork and	Materials Stored	\$	2,357,445.72
				Less Retainage		\$0.00
		Net An		Due This Estimate	\$	2,357,445.72
Less Estimate(s) P	revious ly Approved	No.1	\$	210,259.70		
		No.2	\$	823,106.36		
		No.3	\$	1,090,156.69		
	,	No.4	\$	75,020.89		
		No.5	\$	27,011.97	_	
		No.6	\$	125,743.55		
		No. 7				
		No. 8				
		No. 9				
	4	No. 10				
		No. 11				
	1	No. 12				
	Less Total P	\$	2,351,299.16			
Percent Complete	100%	Amo	ount Du	e This Estimate	\$	6,146.56

The amount <u>\$6,146.56</u> is recommended for approval for payment in accordance with the terms of

the contract.

Quantities Complete Submitted By:	Recommended By:	Approved By:
Concrete Technologies	Veenstra & Kimm, Inc.	City of Huxley, Iowa
Signature: crento vitersen	Signature: Tonest Alder	Signature:
Title: Roject MADAGer	Title: Project Manager	Title:
Date: 4-30-2021	Date: (30/202)	Date:

CERTIFICATE OF COMPLETION

560TH AVENUE PAVING – BLUE SKY BLVD TO E 1ST ST. HUXLEY, IOWA

We hereby certify that we have made an on-site review of the completed construction of the 560th Avenue Paving – Blue Sky Blvd to E 1st St. project as performed by Concrete Technologies.

As Engineers for the project, it is our opinion the work performed is in substantial accordance with the plans and specifications, and that the final amount of the Contract is Two Million Three Hundred Fifty-seven Thousand Four Hundred Forty-five and 72/100 Dollars (\$2,357,445.72).

VEENSTRA & KIMM, INC.	Accepted: CITY OF HUXLEY, IOWA
By Forest Alleil	Ву
Title Project Manager	Title
Date 4(30/2021	Date

COUNCIL COMMUNICATION

AGENDA HEADING:

Approve Final Terms of an Urban Renewal Development Agreement with Innovative Technologies

SUBMITTED BY:

Rita Conner, City Administrator

SYNOPSIS:

In November 2017, Council approved an urban renewal development agreement with Innovative Technologies (dba 3D Partners, LLC, Nick Skow, President 1545 Blue Sky Blvd. Huxley, Iowa 50124)) for the construction of an industrial manufacturing facility and office in the Blue Sky Commons Business Park. A base workforce of at least 17 full time employees was agreed to.

The original value of the land was \$69,300. The first building was completed in 2018 and the second in 2019. Current total assessed valuation for the improvements is \$2,209,700; total valuation is \$2,447,500 including land. In 2020, the company acquired the adjacent former Automed property valued at \$1,273,600 to provide for growth. Total private investment by Innovative Technologies to date is \$4,874,639.

The preliminary terms agreed to by Council April 13th provided for an additional 8 employees by 2028 (to 25) with a \$250,000 project generated tax increment financing (TIF) grant.

Additional information is below.

FISCAL IMPACT:

Amount: \$250,000 over 7 years

Funding Source: Project generated tax increment from the original building constructed

ADDITIONAL INFORMATION:

- Innovative Technologies performs industrial mechanical work on centrifuges within the renewable energy industry. The company's location in the Blue Sky Business Park has offered a presence of innovation and continued investment.
- The additional investment and employment created is of benefit to the City and can help spur additional interest in the business park.

ADMINISTRATOR RECOMMENDATION: Approval.

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

• Each calendar year, Innovative Technologies will provide information to the City per the development agreement and

RESOLUTION NO. 21-043

RESOLUTION APPROVING FINAL TERMS OF AN URBAN RENEWAL DEVELOPMENT AGREEMENT WITH INNOVATIVE TECHNOLOGIES, INC

WHEREAS, City Council entered into a development agreement with Innovative Technologies, Inc in 2017 for construction of a company headquarters building, creation of jobs and a \$170,000 economic development grant for the project and;

WHEREAS, Innovative Technologies, Inc. has constructed a second building, acquired an additional building and has exceeded the requirements of the original agreement and;

WHEREAS, City Council has agreed to preliminary terms of an updated agreement to provide for a total grant of \$250,000, with the requirement to have 25 jobs by 2028.

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

Approval of the final terms of agreement with Innovative Technologies, Inc.

Roll Call	Aye	Nay	Absent
Nate Easter			
David Kuhn			
Greg Mulder			
Rick Peterson Tracey Roberts			
hacey hoberts			

PASSED, ADOPTED AND APPROVED this 11th day of May 2021.

APPROVAL BY MAYOR

I hereby approve the foregoing <u>Resolution No. 21-043</u> by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 11th day of May 2021.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

AMENDED DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Huxley, Iowa (the "City") and SP Enterprises, LLC d/b/a Innovative Technologies (the "Company"), as of the ____ day of , 2021 (the "Commencement Date").

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

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

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

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

WHEREAS, the base valuation of the Property for purposes of calculations of Incremental Property Tax Revenues (as hereinafter defined) under Section 403.19 of the Code of Iowa and this Agreement is \$69,300 (the "Base Valuation"); and

WHEREAS, the City and the Company entered into a Development Agreement (the "Original Agreement") dated November 28, 2017; and

WHEREAS, it is now necessary to amend the Original Agreement to (1) adjust the Employment Requirements (as hereinafter defined) (2) increase the amount of incremental property tax payments to be provided to the Company; (3) adjust the time period during which such payments will be made; and (4) make other related changes; and

WHEREAS, this Amended Development Agreement (the "Agreement") has been prepared to set forth the updated, mutual understanding between the City and the Company and to replace the Original Agreement; and

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

NOW THEREFORE, the parties hereto agree as follows:

A. <u>Company's Covenants</u>

1. <u>Project Construction.</u> The Company agrees to cause the construction of the Project on the Property and to maintain and use the completed Project as part of its business operations throughout the Term, as hereinafter defined. The Company has submitted a detailed site plan (the "Site Plan") for the development of the Project to the City which was approved by

the City Council on October 10, 2017, and is set forth as Exhibit B hereto. The Company agrees to construct the Project in accordance with the Site Plan and to substantially complete such construction by no later than December 31, 2018.

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

3. <u>Company's Certifications.</u> The Company agrees to submit documentation to the satisfaction of the City by no later than October 15 of each year during the Term, as hereinafter defined, commencing October 15, 2021, demonstrating that the completed Project is being used in the operation of the Company's business operations.

Property Tax Payment Certification. Furthermore, the Company agrees to 4. certify to the City by no later than October 15 of each year during the Term, as hereinafter defined, commencing October 15, 2021, an amount (the "Company's Estimate") equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property. In submitting each such Company's Estimate, the Company will complete and submit the worksheet attached hereto as Exhibit C. The City reserves the right to review and request revisions to each such Company's Estimate to ensure the accuracy of the figures submitted. For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies, and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Story County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to taxable incremental valuation of the Property.

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

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

A. <u>Base Work Force.</u> As of the Commencement Date of this Agreement, the Company agrees that it has a work force of at least seventeen (17) employees (the "Base Work Force") employed in connection with its operations in the City;

B. <u>Additional Work Force.</u> The Company agrees to establish not less than eight (8) additional employment positions (the "Additional Work Force"), above and beyond the Base Work Force in connection with the Company's business operations in the City by no later than January 1, 2025.

C. <u>Work Force Requirements.</u> From the Commencement Date through January 1, 2025, the Company agrees to maintain the Base Work Force.

From January 1, 2025, and continuing through the remainder of the Term, as hereinafter defined, of this Agreement, the Company agrees to maintain a workforce consisting of the Base Work Force plus the Additional Work Force.

The Company agrees to submit documentation to the satisfaction of the City, by no later than October 15 of each year, commencing October 15, 2021, demonstrating that the Employment Requirements then in effect are being met by the Company. Failure to comply with the Employment Requirements and the reporting requirements set forth in this Section will give the City the right to reduce or withhold Payments, as defined in Section B, below.

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

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

7. <u>Default Provisions.</u>

A. <u>Events of Default.</u> The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by the Company to commence and complete construction of the Project pursuant to the terms and conditions of this Agreement.
- II. Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- III. Failure by the Company to keep the completed Project in service as part of its business operations on the Property throughout the Term, as hereinafter defined.
- IV. Failure by the Company to comply with the Employment Requirements set forth in Section A.5 of this Agreement.

- V. Failure by the Company to comply with the reporting and certification requirements set forth in Sections A.2, A.3, A.4 and A.5 of this Agreement.
- VI. Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

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

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Withhold any future Payments provided for under Section B.1 below.

B. <u>City's Obligations</u>

1. <u>Payments</u>. In recognition of the Company's obligations set out above, the City agrees to make seven (7) annual economic development tax increment payments (the "Payments") to the Company in each fiscal year during the term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed \$250,000 (the "Maximum Payment Total"), and all Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

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

Prior to funding any Payments hereunder, the City shall retain an amount equal to the Additional Admin Withholding Amount from the Incremental Property Tax Revenues received with respect to the Property. Once such amount has been withheld, the Payments shall be funded as described herein.

Each Payment shall not exceed an amount which represents the Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

Payments will be made on June 1 of each fiscal year, beginning June 1, 2023, and continuing through and including June 1, 2029, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. <u>Annual Appropriation</u>. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, commencing in the City's 2021-2022 fiscal year, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the

following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company's Estimate.

In any given fiscal year, if the City Council determines to not obligate the thenconsidered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment or to seek damages relative thereto or to compel the funding of such Payment in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company's Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2029.

3. <u>Payment Amounts.</u> Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2023, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2021), provided, however, that no Payment shall exceed the amount of Incremental Property Tax Revenues received by the City from the Buchanan County Treasurer attributable to the taxable valuation of the Property with the Project thereon.

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

C. <u>Administrative Provisions</u>

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

2. <u>Successors.</u> This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. <u>**Term.</u>** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2029 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.</u>

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

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

CITY OF HUXLEY, IOWA

By: _____ Mayor

Attest:

City Clerk

SP ENTERPRISES, LLC

By: ______ Its: _____

EXHIBIT A LEGAL DESCRIPTION OF THE PROPERTY

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

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

<u>EXHIBIT B</u> SITE PLAN

EXHIBIT C COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October _____, 20____.
- (2) Assessed Valuation of Property as of January 1, 20 :

\$_____.

(3) Base Taxable Valuation of Property:

\$69,300.

(4) Incremental Taxable Valuation of Property (2 minus 3):

\$_____ (the "TIF Value").

(5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):

\$_____ per thousand of value.

(6) The TIF Value (4) factored by the Adjusted Levy Rate (5).

\$_____x \$____/1000 = \$_____ (the "Company's Estimate")

COUNCIL COMMUNICATION

AGENDA HEADING:

Increase 3 C's Membership Rate

SUBMITTED BY: Heather Denger, Parks and Recreation Director

SYNOPSIS:

Huxley Parks and Recreation would like to increase 3 C Membership rate by 10% beginning July 1, 2021. This rate increase would help recover lost costs from COVID, help maintain equipment and also allow all group exercise classes to be included in membership.

Additional information is below and in the attachments.

FISCAL IMPACT:

Rate increase of 10% would increase operating budget by approximately \$9,000 per year.

ADDITIONAL INFORMATION:

The attached rate sheets show current rates and 10% increase rates.

BOARD/COMMISSION ACTION(S): APPROVAL

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

Rate increase implemented July 1, 2021

For more information on this and other agenda items, please call the City Clerk's Office at 515-597-2561 or visit the Clerk's Office, City Administration Building at 515 N. Main Ave. Council agendas are available to the public at the City Clerk's Office on Friday afternoon preceding Monday's Council meeting. Citizens can also request to receive meeting notices and agendas by email by calling the Clerk's Office or sending their request via email.

RESOLUTION NO. 21-044

RESOLUTION APPROVING FEE INCREASE FOR THE RECREATION CENTER AT 3CS

WHEREAS, the City of Huxley owns and operates a recreational facility that includes basketball courts, weight room, exercise equipment, live and streaming fitness classes and racquetball courts and;

WHEREAS, membership fees for the center provide for the operation and maintenance of the facility and fee increases are warranted from time to time and;

WHEREAS, the membership rate is proposed to be increased by 10% beginning July 1, 2021 which will generate an additional \$9,000 per year in revenue.

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

Approval of the 10% increase to memberships at 3Cs Recreation Center beginning July 1, 2021

Roll Call	Aye	Nay	Absent
Nate Easter			
David Kuhn			
Greg Mulder Rick Peterson			
Tracey Roberts			

PASSED, ADOPTED AND APPROVED this 11th day of May 2021.

APPROVAL BY MAYOR

I hereby approve the foregoing <u>Resolution No. 21-044</u> by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 11th day of May 2021.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

Huxley Parks and Recreation Membership Rates

10% Rate Increase 7/1/21

		Residen	it	w/Tax	(1	Non-Res	ident	w/Tax	(Daily Rates:		
	12M	\$	391.88	\$	419.31	12M	\$	412.50	\$	441.38	Adult 14 & Up	\$	5.00
Family	6M	\$	235.13	\$	251.59	6M	\$	247.50	\$	264.83	Student 8-13yrs	\$	2.00
	ACH			\$	36.94	ACH			\$	38.78	Senior	\$	2.00
	12M	\$	326.57	\$	349.43	12M	\$	343.75	\$	367.81	Walker	\$	2.00
Couple	6M	\$	196.08	\$	209.81	6M	\$	206.25	\$	220.69	Tot Time	\$	1.00
	ACH			\$	31.12	ACH			\$	32.65			
	12M	\$	241.66	\$	258.58	12M	\$	254.38	\$	272.19			
Adult	6M	\$	163.28	\$	174.71	6M	\$	171.88	\$	183.91			
Adult													
	ACH			\$	23.55	ACH			\$	24.68			
	12M	\$	146.30	\$	156.54	12M	\$	154.00	\$	164.78			
Student	6M	\$	104.50	\$	111.82	6M	\$	110.00	\$	117.70			
Student													
	ACH			\$	15.05	ACH			\$	15.73	Prorated amounts she	ould l	be entered in the initiation
	12M	\$	130.63	\$	139.77	12M	\$	137.50	\$	147.13	fee box in Gym Assist	ant e	xcept for ACH.
Senior Couple	6M	\$	84.91	\$	90.85	6M	\$	89.38	\$	95.64			
	ACH			\$	13.65	ACH			\$	14.26			
	12M	\$	91.44	\$	97.84	12M	\$	96.25	\$	102.99			
Senior	6M	\$	58.77	\$	62.88	6M	\$	52.97	\$	60.18	ACH details are o	n th	e ACH pages.
	ACH			\$	10.15	ACH			\$	10.58			
	12M	\$	97.97	\$	104.83	12M	\$	103.13	\$	110.35			
Walking	6M	\$	65.32	\$	69.89	6M	\$	68.75	\$	73.56			
vvaikilig	3M	\$	45.72	\$	48.92	3M	\$	48.13	\$	51.50			
	ACH			\$	10.74	ACH			\$	11.20			
College Summer		\$	39.19	\$	41.93		\$	41.25	\$	44.14			
College Winter		\$	26.13	\$	27.96		\$	27.50	\$	29.43			
Silversneakers		FREE		FREE			FREE		FREE				



Huxley Parks and Recreation Membership Rates

5% Increase 7/1/16

		Residen	nt	w/Ta	х		Non-Res	sident	w/Ta	ах	Daily Rates:		
	12M	\$	374.06	\$	400.24	12M	\$	393.75	\$	421.31	Adult 14 & Up	\$	5.00
Family	6M	\$	224.44	\$	240.15	6M	\$	236.25	\$	252.79	Student 8-13yrs	\$	4.00
	ACH			\$	35.35	ACH			\$	37.11	Senior	\$	2.00
	12M	\$	311.72	\$	333.54	12M	\$	328.13	\$	351.10	Walker	\$	2.00
Couple	6M	\$	187.16	\$	200.26	6M	\$	196.88	\$	210.66	Tot Time	\$	1.00
	ACH			\$	29.80	ACH			\$	31.26			
	12M	\$	230.67	\$	246.82	12M	\$	242.81	\$	259.81			
Adult	6M	\$	155.86	\$	166.77	6M	\$	164.06	\$	175.54			
Addit		_				_	_						
	ACH			\$	22.57	ACH			\$	23.65			
	12M	\$	139.65	\$	149.43	12M	\$	147.00	\$	157.29			
Student	6M	\$	99.75	\$	106.73	6M	\$	105.00	\$	112.35			
Student									ſ				
	ACH			\$	14.45	ACH			\$	15.11	Prorated amounts sh	ould l	be entered in the initiation
	12M	\$	124.69	\$	133.42		\$	131.25	\$	140.44	fee box in Gym Assist	ant e	xcept for ACH.
Senior Couple	6M	\$	81.05	\$	86.72		\$	85.31	\$	91.28			
	ACH			\$	13.12				\$	13.70			
	12M	\$	87.29	\$	93.40		\$	91.88	\$	98.31			
Senior	6M	\$	56.10	\$	60.03		\$	50.56	\$	60.18	ACH details are o	n the	e ACH pages.
	ACH			\$	9.78				\$	10.19			
	12M	\$	93.51	\$	100.06	12M	\$	98.44	\$	105.33			
Walking	6M	\$	39.90	\$		6M	\$	65.63	\$	70.22			
	3M	\$	43.64	\$		3M	\$	45.94	\$	49.16			
	ACH			\$		ACH			\$	10.78			
College Summer		\$	37.41	\$	40.03		\$	39.38	\$	42.14			
College Winter		\$	24.94	\$	26.69		\$	26.25	\$	28.09			
Silversneakers		FREE		FREE			FREE		FREE				



COUNCIL COMMUNICATION

AGENDA HEADING:

Consideration of Making Application for Covid-19 Relief Recreational Trails Program

SUBMITTED BY:

Rita Conner, City Administrator

SYNOPSIS:

Council and staff have worked in the last year to develop a Trails Conceptual Master Plan for the community. Council has reviewed plans that will ultimately connect the community in an estimated 14 phases of work with a preliminary estimated cost of \$2M. These sections will be built out over time.

A potential funding opportunity for advancing part of the trail network's construction has emerged with the Covid 19 Relief Recreational Trails Program. <u>https://iowadot.gov/systems_planning/Grant-Programs/-Federal-and-State-Recreational-Trails</u> This is a one-time program of \$5M with applications due May 17, 2021.

Additional information is below.

FISCAL IMPACT:

Amount: To be determined depending on the project identified for the application

ADDITIONAL INFORMATION:

• There are several different potential projects for Council consideration that staff will walk through Tuesday

ADMINISTRATOR RECOMMENDATION: Consideration and potential special meeting if an application can be prepared for a project that Council has support for, with any cost share or other parameters identified.

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:YES

- Preparation of application and submittal.
- If an award if received, prepare construction documents and conduct public bid process for project.

RESOLUTION NO. 21-045

RESOLUTION APPROVING APPLICATION TO THE COVID 19 RELIEF RECREATIONAL TRAIL FUND

WHEREAS, the City of Huxley has identified priorities for connecting the community through both recreational trail projects and sidewalk infill programs and;

WHEREAS, a Master Trails Conceptual Plan has been developed that connects the community in an estimated 14 phases of work over time at an estimated cost of \$2M and;

WHEREAS, a one-time funding opportunity has emerged for trail projects titled the Covid 19 Relief Recreational Trail Fund that staff proposes application to by May 17, 2021.

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

Approval of the preparation of application for the Covid 19 Relief Recreational Trail Fund.

Roll Call	Aye	Nay	Absent
Nate Easter			
David Kuhn			
Greg Mulder Rick Peterson			
Tracey Roberts			

PASSED, ADOPTED AND APPROVED this 11th day of May 2021.

APPROVAL BY MAYOR

I hereby approve the foregoing <u>Resolution No. 21-045</u> by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 11th day of May 2021.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk



To:Honorable Mayor Kevin Deaton & City CouncilFrom:Heather DengerDate:5/7/21Re:Parks & Recreation May 2021 Department Report

3C's Update

• Membership Update

	12 Month	6 Month	3 Month	EFT Bank	Total Active
	Memberships	Memberships	Memberships	Memberships	Memberships
May 2021	267	73	6	55	401
May 2020	356	147	2	76	581
May 2019	314	115	8	65	502

- Membership is still down following COVID however we are starting to get some members back.
- There were 1,682 total visits to the Citizens Community Center during April 2021.
- Menace Soccer program is going extremely well. 91 kids participating and over \$3,000 income from this new program
- Men's Basketball League is almost half-way done. There are 14 teams participating this year.
- Bam Bam Baseball started Saturday, May 1st. 24 youth participating.
- Spring Tennis is up and running. 50 youth participating.
- Prairiefest planning has started. We will do parade and race.
- Summer group exercise session starts May 23rd.

Parks & Trails Update

- Park Restrooms are all open and we have started getting rentals.
- Continued work on Sidewalk Infill plan as well as Trail Master Plan.
- Rocky installed the Story Walk on the trail by Railroad Park.
- Rocky and Mark have been mowing.
- Rocky installed 2 new Memorial Benches: 1 at Nord Kalsem and 1 at Berhow
- Rocky put cover on shade structure at Railroad Park.
- Pickleball/Tennis courts are set up at Centennial Park.
- We continue to get bids in for roofs and fences from Derecho.



Parks & Recreation Board Update

- Our May Park Board Meeting was on Monday, May 3rd at 6pm.
- Finishing up planning for Huxley Hustlers: New FREE running program for kids this Summer.
- Addressed concern for younger play structures at Berhow Park.
- Party in the Park planning is coming right along. We continue to get additional sponsors and excitement is building.
- Next Park Board Meeting is Monday, June 7th at 6pm in Council Chambers.

Tree Board Update

- Tree Board met on Monday, April 19th to design plantings for Nord Kalsem and Memorial Park.
- Tree Board is planning on doing all plantings at Memorial Park on Saturday, May 16th.
- Next Tree Board meeting is June 21st at 6pm in Council Chambers.



Huxley Fire and Rescue

104 Railway Huxley, Iowa 50124

April 2021 Report Huxley Fire Rescue

Promote Trust, Service Before Self, Positive Solutions

-In 2021 Huxley Fire & Rescue has responded to 162 calls for service, 37 of those were in the month of April.

-Huxley EMS First Responders were dispatched to 29 calls in April.

-Huxley Ambulance 731 responded to 7 calls in April

-Huxley Fire responded to 12 calls in April

-Mutual Aid (included in totals above)

-EMS & Fire (Haz-Mat) calls to Slater

- EMS/First Responder, 105 Greene Street, 4/1/2021

-Haz.-Mat. / (Anhydrous Ammonia) Chemical Spill/Odor, 1120 1st Ave. North, 4/7/2021 - Ambulance/First Responder, 604 Marshall St. (No Slater First Responders) 4/9/2021 -EMS-Ambulance/First Responder, 612 8th Ave. (No Slater First Responders) 4/9/2021 -EMS First Responder, 410 Story Street, 4/19/2021

-EMS First Responder & Fire calls to Kelley

-Field Fire, 5329 Zumwalt Station Road, 4/3/2021

-EMS/First Responder, 1020 Giddings St. 4/6/2021

-EMS/First Responder, 6100 Lincoln Way, 4/7/2021

-Structure Fire, 26857 510th Ave, 4/17/2021

-EMS/First Responder, 1345 Y Ave. 4/20/2021

-EMS/First Responder, 55624 265th St. 4/24/2021

-EMS/ First Responder, 6100 Lincoln Way #40, 4/26/2021

-EMS First Responder, 6115 Lincoln Way 240, 4/27/2021

-1 Fire call to Polk City

-Brush Fire, 12413 NW 142ND Avenue, 4/5/2021

-1 Fire call to Elkhart (White Oak)

- Structure Fire, 15444 NE 42nd St.

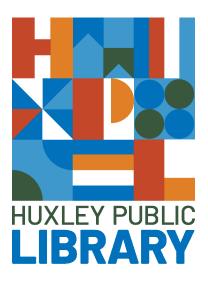
Elite iowa

Monthly Event/activities

Activity/Training Start Actual Date	Activity/Training Total Hours	Activity/Training Event Name	Activity/Training Attendee Count
04/05/2021	0	Event City Cabinet Meeting	1
04/06/2021	1	Event: Huxley/ Safe Building/V&K Meeting	1
04/06/2021	1	Event Maintenance Activities - Other	2
04/06/2021	2	Meeting Business Meeting, April Monthly	17
04/07/2021	1	Event Cabinet Department Head Meeting	1
04/11/2021		Event Trooper Smith Escort	4
04/11/2021		Event- SOG Meeting	3
04/11/2021		Event Outreach Meeting	3
04/12/2021	1	Event: Department Head Cabinet Meeting	1
04/12/2021	1	Event: Fire Station Tours, Home School Group	3
04/13/2021	1	Event; 606 from Performance Diesel Maintenance Activities - Other	2
04/13/2021	3	Event; City Council Meeting	3
04/14/2021	1	Event; Special City Council Meeting	8
04/15/2021	1	Event; Engine 206 to Harrison's, Maintenance Activities - Other	2
04/16/2021	0	Event; Prescribed Burn	8
04/18/2021	1	Event; Engine 206 picked up from Harrison's, Maintenance Activities - Other	2
04/18/2021	1	Event; Wellness Visit	1
04/19/2021	2	Event: City Department Head Cabinet Meeting	1
04/20/2021	2	Training - Basic Firefighter Skills	9
04/21/2021	1	Event; Engine 106 to Harrison's, Vehicle Checks or Maintenance	2
04/22/2021	1	Event; Pick up Engine 106 from Harrison's in AltoonaMaintenance Activities - Other	2
04/27/2021		City Council	2
04/27/2021		EMS Training; Rehab, Downed Firefighter Gear Doffing Continued Education	10

Report Criteria

Activity/Training Start Actual Date: Is Between 4/1/2021 and 4/30/2021



P.O. Box 5 515 North Main Avenue Huxley, Iowa 50124

Phone 515/597-2552 Fax 515/597-2554

huxleylibrary@huxleyiowa.org huxleyiowa.org/public-library Library Report, May, 2021

• The StoryWalk[®] is fully installed. A big thank you to Rocky Smith and crew for all their work installing the posts.





Official ribbon cutting for the Walk is set for June 14 at 5:30pm. Please plan to attend along with sponsors and representatives from the Ames Chamber.

- Two adult book clubs are meeting monthly in the library. Next month we well be hosting a visiting author for an adult program. There will be an additional summer reading program for adults, with a potential tie-in to Fenceline.
- Children's programs have already expanded to 2 days a week due to the number of families attending.
- Summer reading registrations are coming in. We already have close to 80, preschool through 8th grade signed up. That puts us on a course for record breaking registration numbers. We're also adding in a week-long theater camp this summer.
- We continue to offer curbside service for delivery of materials.
- Overall circulation of materials is back in line with 2 years ago.

ny Van Maanen

Cathy Van Maanen Director of Library Services

April 2021 Public Works Report

Public Works / Streets

- We have finally completed all the tree and stump removals from the derecho storm last year that we contracted with Pitts Tree Removal to do.
- > All the trees that City staff was going to remove has also been completed.
- Staff and I have been doing a safety series this month and taking safety training courses online through our insurance carrier.
- Did a mock OSHA inspection with IMWCA safety consultant throughout all the facilities with the insurance carrier. A report of that inspection should be fourth coming on any issues we need to rectify or resolve.
- ➢ Going through the code ordinances on any updates, additions and deletions.
- > Working with developers on current plans and others on future development concepts.
- Ongoing discussion and design on the new water treatment plant expansion.
- Weekly meetings with the Desalitech team on the pilot issues and testing and different treatment alternatives and options with chemicals.
- > Working on erosion control ordinance and a new and updated water conservation ordinance.
- Go over mapping software and working with our map tech on adding more data and updating maps.
- Gearing up for the contractor to start the east first street renovation project. Will be hosting an open house forum with the City engineering staff in the safe room on May 13th from 6:00 to 7:00 pm with property owners that will affected by the project. Discussions will include overall project construction area that will be affected, accessing businesses and timing and phasing of the project.
- The LED streetlights are in and Jaspering electric will be in on May 12th to install them over all the traffic lights. With LED lights very difficult to get and having to be back ordered due to Covid this will be very nice to have them all working again and maximizing the safety for vehicles and pedestrians at all the intersections.
- > We worked on sidewalk infill project as needed.
- Mat met with Bolton/Menk to start on the engineering for the street and watermain projects and we have been working on the design and providing survey information on all the utilities.
- We repaired a field tile along N 5th Ave. that blew out.
- Conducted staff evaluations.
- Installed new pedestrian crossing buttons at E 1st street and Hwy 69 intersection. The other ones were sticking and failing and needed replaced.
- Worked with Story Construction on the closure for North 5th Avenue when setting the press box at the new stadium.
- Started taking applications for summer help. It's been slow going but we have we have hired a couple so far.
- All of mowers have all been serviced and outfitted with decks and staff has been mowing and trimming as needed.
- Crews installed all the Tales on The Trails reading boards and pedestals on the bike and walking trail between the amphitheater and 5th Ave. for the Library. Should be exciting for people of all ages to read the tales/stories as they enjoy walking or riding on the trails. Ribbon cutting for the

story walk will be June 14th, at 5:30 pm. Any details can be found on the website or by contacting the Library personnel.

- All the parks have been raked and cleaned up from fall and winter seasons and derecho work that left the parks in rough shape.
- The older playground at NK has been fixed and can be used again. We had to remove a broken slide on that was damaged from derecho and blocked off the remaining hole with a panel that had to be purchased from the equipment supplier since they no longer made the slide to replace it.
- > Spraying is under way and almost done on all the to wipe out those weeds and dandelions.
- > All the rest rooms have been de-winterized, negative results on bac-t's and are up and going.
- Soccer fields have been getting painted as needed. Tennis and pickleball nets have been installed.
- > Installed a new bench at NK and one at Berhow.

Wastewater

- New camera trailer has been ordered for the wastewater operations. Delivery is on track for some time in June.
- We are working on painting piping and pumps in the buildings at the wastewater plant before the humidity comes up.
- Our old camera trailer has been working to the best of its ability and we have been using it to camera some of the more rural areas that are harder to get to.
- We have been in close communication with CMC. They have stopped sending us production waste for about 3 weeks. We have noticed some reduction in overall plant B.O.D but it was already on the downward slope from what they had previously been running.
- We need to pump out our biosolids holding tanks, but we are having trouble finding a company that can do it. Telum who has previously done it cannot do it for at least 3 months which we need it done sooner than that.
- We just had our lift stations cleaned out to remove the F.O.G. (Fats, Oils and Greases) build up and we also had them suck out the sand in the influent channel.
- We have been doing a lot of general maintenance and cleaning/organizing around the plant and building.
- We are in the process of checking all the manholes in town to find any problem ones that will need repaired this summer.
- Plant has been performing well. Ammonia has been climbing a little lately, but the influent ammonia has also been higher than previous months.
- > Jake Hermanson recently passed all of his grade 1 exams.
- Lift stations have all been performing well. We changed all the belts in the older pumps and will be changing the oil in them also. We will need to rebuild a couple valves that have some seals that are leaking at the north lift station.
- In the process of getting all of the bids for the current CIP items. Will hopefully have enough bids to put together some memos soon.

- Working on updating all of our O&M and other manuals we have around the plant.
- We have had 3 different tours in the last month including a class of 25+ students from DMACC and have had good reviews from everyone who has toured with the cleanliness and overall operation of the plants.
- We have two interns from DMACC that have started and will be our summer help as well between the water and wastewater department.

Water

- In the month of April, the Huxley Water Plant treated 10,063,000 gallons of water. A maximum of 528,000 gallons of water per day, and a minimum of 208,000 gallons per day, and average daily treated water of 335,000 gallons per day. Water consumption was up about 3,000,000 gallons this month compared to last month due to hydrant flushing and the dry spring we are having.
- Hydrant flushing has been completed for this Spring, we only had 2 complaints of discolored water that Keith is aware of. We did find another hydrant that had been hit and broke off while flushing at the corner of 560th and Blue-Sky Boulevard it has been repaired and put back in service.
- The RO pilot has been running at 85% return without using acid for cleaning of the membranes we will be testing it with acid here in the near future to see if it will get to 90% return and decide if it is worth doing that or not. The lab results from the water that the RO is producing are looking good so far.
- Keith has been training Josh (the intern) how to do daily labs, pull samples, locating, meter installs, fire hydrant repair, final reads, and inspections. He has been mowing, cleaning the piping and tanks inside the process room, measuring and mapping curb boxes when time allows.
- The Risk and Resilience Assessment Certification that is required by the EPA for our water system should be done this month as we are still working on it with engineering.

City of Huxley Huxley Police Department Monthly Report for April 2021

April 1st, 2021 3:41 PM

Officer cited a vehicle for Violation of a School Bus Stop Arm at the 100 block of Oak Blvd.

April 5th, 2021 12:50 PM

Officer received a burglary complaint at the 500 block of E 1st Street. A former tenant broke into the trailer to retrieve his belongings. The matter was not criminal as the tenant had not been evicted and still had a right to the property.

April 5th, 2021 8:52 PM

Officer received a complaint of a loose cat that had caused damage to another resident's property and bit another cat at the 500 block of Main. The cat owners were contacted so they could be advised of the municipal code regarding loose animals and pay for the damages to their neighbor's property.

April 6th, 2021 6:55 PM

Officer received a harassment complaint at the 100 block of National Drive. Several juveniles were acting inappropriately at Centennial Park and were confronted by a parent about their behavior. This led to other parents being involved and wanting to pursue an assault case. The case was unfounded.

April 6th, 2021 7:54 PM

Officer assisted Cambridge Fire was an anhydrous leak at the Coop.

April 7th, 2021 6:22 AM

Officer responded to a report of a suspicious person on highway 69 near Highway 210. Contact was made with the suspicious male who had an arrest warrant. The warrant could not be served as it is not extraditable.

April 7th, 2021 8:42 PM

Officer received a theft complaint at the 500 block of E 1st Street. Several small items were taken from within a pickup valued at under \$100. No suspects.

April 9th, 2021 9:37 AM

Officer was asked by the Ballard Middle School to assist with a truancy issued at the 100 block of S 3rd. A middle school student was found in the home and taken to school.

April 11th, 2021 11:12 PM

Officer received a complaint of a reckless driver on Interstate 35 near the 105 Mile Marker. The vehicle was stopped and the driver, a 30 year old Ames man, was arrested for OWI. Due to Covid concerns with the Story County Jail, the driver was cited and released with a court date.

April 12th, 2021 1:40 PM

Officer received a theft report at the 500 block of E 1st Street. A pair of earphones valued at \$273 were missing from the victim's vehicle.

April 12th, 2021 3:54 PM

Officer received as fraud / forgery complaint at the 100 block of River Street. Somebody had used the victim's name and Social Security Number to gain unemployment and file a tax return.

April 14th, 2021 8:27 AM

Officer stopped a vehicle for a traffic violation on 560th. The driver of the vehicle, a 21 year old Des Moines man, was in possession of a controlled substance as well as paraphernalia. Due to Covid concerns with the Story County Jail, the driver was cited and released with a court date rather than taken to the Jail.

April 14th, 2021 4:20 PM

Officer responded to a two vehicle accident at the 500 block of E 4th Street. No injuries.

April 16th, 2021 10:07 AM

Officer was asked to check the welfare of a resident at the 100 block of National Drive. Contact was made and the male was taken to Mary Greeley Hospital for treatment.

April 16th, 2021 3:44 PM

Officer responded to a 4 vehicle crash near the Kum and Go on Highway 210. Minor injuries reported.

April 17th, 2021 10:25 AM

Officer opened an identity theft investigation for a resident who had his information used to attempt to start an account in the St. Louis area.

April 21st, 2021 7:19 PM

Officer stopped a vehicle for a traffic violation on E 5th Street near 2nd Ave. The driver of the vehicle, a 20 year old Huxley man, was suspended from driving by the DOT. He was cited and released with a court date for Driving Under Suspension.

April 23rd, 2021 1:19 PM

Officer received a theft report at the 600 block of Railroad. Two handheld gas tillers were taken from the owner's property.

April 23rd, 2021 7:01 PM

Officer responded to a report of a family dog that bit a juvenile at the 100 block of Deerwood Drive.

April 25th, 2021 2:21 PM

Officer responded to a domestic altercation at the 500 block of E 1st Street. Both parties were separated, and the male half elected to stay the remainder of the day with relatives in Des Moines.

April 25th, 2021 10:30 PM

Officer responded to a domestic altercation at the 500 block of 2nd Street. The altercation was verbal and both parties agreed that they could cohabitate for the remainder of the night with no further problems.

April 26th, 2021 11:02 AM

Officer was contacted by the Middle School to check the welfare of a student. Contact was made with the student and mother who transported the student to the hospital for treatment.

April 27th, 2021 7:53 AM

Officer responded to a two vehicle accident at the Ballard Middle School.

April 27th, 2021 8:50 AM

Officer responded to a domestic altercation at the 200 block of 4th Street. Both parties were separated, and the male half elected to leave the area to find a different place to stay.

April 27th, 2021 4:30 PM

Officer received a hit and run complaint at the 600 block of Maple. A vehicle was sideswiped while parked. Unknown who hit the vehicle.

April 28th, 2021 6:50 AM

Officer discovered a stolen vehicle parked at the 100 block of Oak Blvd. The vehicle was stolen out of Ames. It was towed to Ames so APD could process it.

April 28th, 2021 7:07 AM

Officer stopped a vehicle for a traffic violation on Highway 210 near 560th. The driver of the vehicle, a 29 year old Des Moines man, was Barred from driving by the Iowa DOT. He was arrested for Driving While Barred and transported to the Story County Jail in Nevada.

April 28th, 2021 1:21 PM

Officer was requested by Story County Sheriff's Department to respond to a domestic altercation on Highway 210 near Maxwell. The vehicle associated with this domestic fled the scene prior to officer arrival.

April 28th, 2021 2:16 PM

Officer responded to a domestic altercation at the 100 block of National Drive. Both parties were separated, and the male half elected to stay with a relative.

April 30th, 2021 1:20 PM

Officer opened an investigation into a fraud case. The victim had an unknown suspect file an unemployment claims under his name.

Gerry Stoll Chief of Police

Calls For Service by Nature Code

Huxley Police

4/01/21 to 4/30/21

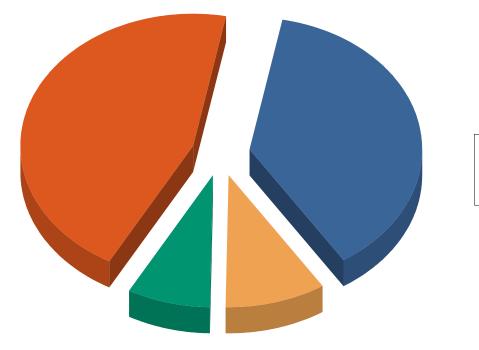
ANIMAL CALL	Number of CFS:	14	Percentage of Total:	3.08%
BURGLARY / ATTEMPTED BURGLARY	Number of CFS:	1	Percentage of Total:	0.22%
BURNING COMPLAINT	Number of CFS:	1	Percentage of Total:	0.22%
BUS VIOLATION	Number of CFS:	2	Percentage of Total:	0.44%
BUSINESS SECURITY CHECK	Number of CFS:	43	Percentage of Total:	9.47%
CHEMICAL SPILL/ODOR	Number of CFS:	1	Percentage of Total:	0.22%
CITIZEN CONTACT	Number of CFS:	4	Percentage of Total:	0.88%
CITY CODE ENFORCEMENT	Number of CFS:	7	Percentage of Total:	1.54%
CIVIL MATTER	Number of CFS:	1	Percentage of Total:	0.22%
DISTURBANCE & NOISE PARTY	Number of CFS:	5	Percentage of Total:	1.10%
DOMESTIC DISPUTE	Number of CFS:	5	Percentage of Total:	1.10%
DRUG ACTIVITY/INVESTIGATION	Number of CFS:	1	Percentage of Total:	0.22%
EQUIPMENT/SIGN MALFUNCTION	Number of CFS:	2	Percentage of Total:	0.44%
EVIDENCE TRANSPORT/PICK UP	Number of CFS:	1	Percentage of Total:	0.22%
EXTRA PATROL	Number of CFS:	1	Percentage of Total:	0.22%
FINGER PRINTING	Number of CFS:	16	Percentage of Total:	3.52%
FOLLOW UP	Number of CFS:	16	Percentage of Total:	3.52%
GENERAL ALARM BANK / RESIDENTI	Number of CFS:	3	Percentage of Total:	0.66%
GENERAL INFO/COMPLAINT/ASSIST	Number of CFS:	35	Percentage of Total:	7.71%
HARASSMENT	Number of CFS:	2	Percentage of Total:	0.44%
HIT & RUN PROPERTY DAMAGE	Number of CFS:	1	Percentage of Total:	0.22%
IOWA ONE CALL	Number of CFS:	1	Percentage of Total:	0.22%
JUVENILE TROUBLE	Number of CFS:	6	Percentage of Total:	1.32%
LAW DEPARTMENT ASSIST	Number of CFS:	4	Percentage of Total:	0.88%
LOST OR FOUND PROPERTY	Number of CFS:	7	Percentage of Total:	1.54%
MEDICAL ASSIST/AMBULANCE CALL	Number of CFS:	13	Percentage of Total:	2.86%
MOTOR VEH CRASH / INJURY	Number of CFS:	2	Percentage of Total:	0.44%
MOTOR VEH CRASH/PROP DAMAGE	Number of CFS:	1	Percentage of Total:	0.22%
MOTORIST ASSISTANCE	Number of CFS:	7	Percentage of Total:	1.54%
PARKING ENFORCEMENT/COMPLAINT	Number of CFS:	10	Percentage of Total:	2.20%
RECKLESS DRIVER	Number of CFS:	8	Percentage of Total:	1.76%
REPOSSESSION	Number of CFS:	1	Percentage of Total:	0.22%
SALVAGE VEHICLE INSPECTION	Number of CFS:	24	Percentage of Total:	5.29%
SCAM	Number of CFS:	1	Percentage of Total:	0.22%
SEX OFFENDER REGISTRY	Number of CFS:	1	Percentage of Total:	0.22%
SEXUAL ASSAULT	Number of CFS:	1	Percentage of Total:	0.22%
SUSPICIOUS PERSON/VEH/ACTIVITY	Number of CFS:	13	Percentage of Total:	2.86%
			r crocinage or rotal.	2.00 /0

THEFT / FRAUD / FORGERY
TRAFFIC HAZARD
TRAFFIC STOP / ENFORCEMENT
TRUANCY
VEHICLE IN DITCH
WARRANT SERVICE
WELFARE CHECK

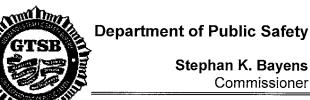
Number of CFS:	6	Percentage of Total:	1.32%
Number of CFS:	5	Percentage of Total:	1.10%
Number of CFS:	172	Percentage of Total:	37.89%
Number of CFS:	1	Percentage of Total:	0.22%
Number of CFS:	1	Percentage of Total:	0.22%
Number of CFS:	4	Percentage of Total:	0.88%
Number of CFS:	3	Percentage of Total:	0.66%

Total CFS:	454
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Percentage of CFS by Nature Code



 TRAFFIC STOP / ENFORCEMENT BUSINESS SECURITY CHECK GENERAL INFO/COMPLAINT/ASSIST Others Total: 	37.9% 9.5% 7.7% 44.9% 100.0%
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April 30, 2021

Chief Gerald Stoll Huxley Police Department 515 N Main Ave Huxley, Iowa 50124

RE: FFY 2022 GTSB Highway Safety Contract

Dear Chief Stoll:

The Governor's Traffic Safety Bureau is pleased to notify you that your agency's application for federal highway safety funding has been accepted. A contract between our bureau and your agency will be effective October 1, 2021, through September 30, 2022. Some requests were reduced. Impending the approval of GTSB's Highway Safety Plan by NHTSA, your agency will receive funding as follows:

Total Contract Amount	\$ 13,000		
Overtime for General Enforcement	+ -1	In-car Video Camera	\$ 4,500
Overtime for Impaired Enforcement Overtime for Education	: \$ 6,000 \$ 500		

Please use this contract award information when planning your own upcoming budgets, especially for the purchase of equipment. Equipment must be received by July 31, 2022 and we hope this notification allows ample time to meet this deadline. In most cases, overtime has been allocated for both general and impaired enforcement. The type of overtime used will be based on the focus of the enforcement.

Equipment cannot be ordered until your agency has an effective contract signed by both parties, which is expected to be October 1, 2021. Our office encourages you to order equipment early in the contract year to maximize the benefit of your purchase. A quote must be submitted and approved for equipment that will have a purchase price over \$4,000 prior to purchase. Educational Materials need to be submitted for prior approval before purchasing.

Information from your application will be used in your contract. Please check your agency name/address above as well as the following and notify us by June 1st if anything is incorrect:

Contract responsibility (Article 5.2) assigned to:	Chief Gerald Stoll gstoll@huxleyiowa.org
Contract related information (Article 6.0) to:	Sergeant Nathan Albaugh nalbaugh@huxleyiowa.org
Additional contacts to be listed in Article 6.0	
Reimbursement checks payable to:	Huxley City of
Mailing address for reimbursement checks:	515 N Main, Huxley, Iowa 50124

Individuals listed in Articles 5.2 and 6.0 will have signatory authority for contract-related documents. Unless contacted, we will utilize the funding elements and contract information listed above to write your contract.

If you have any questions or concerns regarding your contract, please contact us.

Sincerely,

Crystal Young, Grants Administrator Governor's Traffic Safety Bureau

cc: Todd Olmstead file