



CITY COUNCIL MEETING NOTICE

TUESDAY MAY 25, 2021 6:00 P.M.

CITY COUNCIL CHAMBERS

AGENDA

1. ROLL CALL

2. APPROVE AGENDA AS PRESENTED AND/OR AMENDED

3. PRESENTATION/RECOGNITION

- a. Kreg Tool Donation to the City of Huxley

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

5. PUBLIC HEARINGS

- a. Public Hearing for Meadow Lane Investments, LLC Annexation will be rescheduled for a future agenda

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 May 11, 2021 Regular Meeting and the May 17, 2021 Special Meeting
- b. Approve Payment of Bills
- c. Motion to Approve Service Agreement with Conference Technologies
- d. Approve Resolution No. 21-048 Interstate Battery Expansion Site Plan
- e. Approve Resolution No. 21-049 The Landing Site Plan
- f. Approve Resolution No. 21-050 Setting Date for Public Hearing on Urban Renewal Plan Amendment
- g. Approve Resolution No. 21-051 Setting Date for Public Hearing at which it is Proposed to Approve an Amended Development Agreement with SP Enterprises, LLC d/b/a Innovative Technologies, Including Annual Appropriation Tax Increment Payments”

7. BUSINESS ITEMS

- a. Approve Resolution No. 21-044 Fee Increase for Recreation Center at 3Cs (from May 11, 2021 Council Meeting)
- b. First Reading of Ordinance No. 515 to Increase Water Rates for Water Treatment Plant Expansion
- c. First Reading of Revised Water Conservation Ordinance No. 516

8. INFORMATIONAL ITEMS

- a. Facility Space Needs Analysis (Council 20-21 Goal Setting)
- b. Comprehensive Plan (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

Development Agreements and Tax Increment (Council 20-21 Goal Setting)

Economic Development Incentives-Priority Corridors and Programs

Sanitary Sewer Service Area Study/Annexation

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.

HUXLEY CITY COUNCIL MEETING MINUTES

Tuesday, May 11, 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 6:01 pm.

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

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

CITY STAFF PRESENT: Rita Conner – City Administrator, Jolene Lettow – City Clerk, Trent Meiners – Deputy Fire Chief, Cathy Van Maanen – Library Director, Heather Denger – Parks and Recreation Director, Nathan Albaugh – Police Sergeant, Jeff Peterson – Public Works Director; Todd Moomaw – Fire Chief

CONSULTANTS PRESENT: Forrest Aldrich– city engineer

PROCLAMATION: Mayor read proclamation recognizing May 16-22 as Public Works Week.

CONSENT AGENDA:

Motion by Mulder, second by Roberts to approve Consent Agenda as listed below with Items f and g to be pulled from Consent Agenda for separate discussion.

- 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 - pulled for separate discussion. (Council 2020 Goal Setting Process)*
- g. *Motion to Approve Purchase of Fire Station Generator from Price Electric (FY 2021 CIP) – pulled for separate discussion*
- 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

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

Claims:

AFLAC	AFLAC	216.96
ALLIANT ENERGY	GAS AND ELECTRIC	9,899.10
AXON ENTERPRISE, INC.	TASERS, HOLSTERS, CARTRIDGES	5,591.78
BOLAND RECREATION	NORD KALSEM PLAYGROUND FLOOR	7,500.00
BRICK GENTRY P.C.	LEGAL FEES	2,637.50
CAROLYN MAI	WALMART REIMBURSEMENT	12.55
CINTAS CORPORATION	REFILL MEDICAL SUPPLY KIT	145.14
CLINTON H. THOMPSON	BASKETBALL LEAGUE OFFICIAL	420.00
COMPUTER RESOURCE SPECIALI	COMPUTER WORK	2,047.50
DACIA BUSS	BASKETBALL REFEREE	50.00
DELTA DENTAL PLAN OF IOWA	DENTAL INSURANCE	1,529.08
EBS	MEDICAL INSURANCE	17,590.70
EDEN HART	LEAGUE SCOREKEEPER	96.00
EDWARD JONES	IRA	250.00
ELECTRIC WHOLESALE CO.	2" MIGHTY CAP	21.04
FIDELITY SECURITY LIFE	VISION INS	318.49
GALLS, LLC- DBA CARPENTER	BOOTS	410.14
GATEHOUSE-DB IOWA HOLDINGS	LEGAL PUBLICATIONS	475.29

GERALD CALIGIURI	TRAVEL EXPENSES	213.40
GORDON FLESCH COMPANY, INC	SOFTWARE MAINT SUPPORT	420.00
HAWKINS, INC.	WATER TREATMENT CHEMICALS	3,034.40
HOKEL MACHINE SUPPLY	OXYGEN TANK FILL	31.92
INTERNAL REVENUE SERVICE	FED WITHHOLDING TAX	12,681.16
IOWA COUNTY ATTORNEYS ASSO	IA ACTS OF INTEREST TRAINING	70.00
IOWA DOT	PAPER TOWEL	63.48
IPERS	IPERS	17,189.62
ISWEP	EDUCATION PROGRAM	625.00
JACKSON BROWN	SCOREKEEPER	36.00
JACOB HERMANSON	EXAM APPLICATION REIMBURSEMENT	60.00
KEMPKER'S TRUE VALUE AND R	SEE ATTACHED	835.28
KEYSTONE LABORATORIES	JANUARY MONTHLY SAMPLING	212.90
LINCOLN FINANCIAL GROUP	DISABILITY INSURANCE	1,287.28
MARTIN MARIETTA MATERIALS	CLEAN ROCK	470.14
MASS MUTUAL RETIREMENT SER	DEFERRED COMPENSATION	250.00
MIDWEST BREATHING AIR SYST	NFPA COMPLIANT TESTING	187.00
MISCELLANEOUS VENDOR	SESKER, RICK :US REFUND	1,088.73
MITCH MCDERMOTT	MEMBERSHIP REFUND	52.94
MUNICIPAL SUPPLY	PIPE FOR STORM SEWER AT FD	889.85
NCL OF WISCONSIN, INC.	QUARTERLY TSS	17.34
OFFICE OF AUDITOR OF STATE	AUDIT FILING FEE	625.00
PITTS LAWN AND TREE SERVIC	DERECHO STORM CLEANUP	36,270.00
REDWOOD BUILDERS, LLC	BUILDING PERMIT DEPOSIT REFUND	1,000.00
SATONIUS PARKER	BASKETBALL LEAGUE OFFICIAL	300.00
SCHWARZ FORENSIC ENTERPRIS	CRIME SCENE CLASS	350.00
STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	287.67
TASC	FLEX BENEFIT PLANS	577.05
TASC - CLIENT INVOICES	JUNE FLEX ADMIN FEES	69.82
TREASURER, STATE OF IOWA	STATE WITHHOLDING	4,046.00
TYLER TECHNOLOGIES, INC.	6/1/21-7/31/22 SOFTWARE SUPPOR	13,364.33
U.S. CELLULAR	AMBULANCE CELL PHONES	88.51
VAN WERT COMPANY	NEPTUNE METERS W/ ERTS	5,649.00
VEENSTRA & KIMM, INC.	MEADOW LANE PRELIM PLAT 2021	38,473.30
VERIZON WIRELESS	PD CELL PHONES	201.56
WESCO DISTRIBUTION INC	LED STREET LIGHTS- HWY 69	4,473.43

	<u>Expenses</u>	<u>Revenues</u>
001 General Fund	43,411.03	7,793.40
002 Library	4,601.18	39,187.75
003 Recreation	4,989.85	5,046.03
004 Fire and Rescue	833.77	
014 Ambulance	854.07	312.20
110 Street	16,806.70	
345 Water Plant Expansion	37,030.30	
398 DeRecho Storm	48,243.43	
600 Water	22,636.76	54,000.11
610 Sewer	15,296.29	<u>60,335.32</u>
Payroll	<u>57,762.00</u>	
Grand Total	\$252,465.38	\$166,674.81

Item f from Consent Agenda: Motion by Kuhn, second by Roberts to Approve Agreement with Conference Technologies, Inc for Council Chambers Audio Project. Councilman Mulder expressed concerns with costs of upgrade. Tim Wright, rep from Conference Technology, explained the equipment that was necessary for the upgrade. Roll Call: Mulder, Roberts, Kuhn voted yes. Motion carried.

Item g from Consent Agenda: Motion by Roberts, second by Kuhn to Table the Purchase of Fire Station Generator from Price Electric. Councilman Kuhn stated the new installed generator would not be up to Code and Fire Department would need to provide verification that regulations would be met with new generator. Roll Call: Roberts, Kuhn, Mulder voted yes. Motion carried.

BUSINESS ITEMS:

Motion by Kuhn, second by Roberts to Table Resolution No. 21-043 Final Terms of Development Agreement with Innovative Technologies to May 25th Council Meeting. Mayor suggested full council be in session to discuss resolution. Roll Call: Mulder, Roberts, Kuhn voted yes. Motion carried.

Motion by Kuhn, second by Roberts to Table Resolution No. 21-044 Fee Increase for Recreation Center at 3C's to May 25th Meeting. Mayor suggested full council be in session to discuss resolution. Roll Call: Mulder, Kuhn, Roberts voted yes

Motion by Roberts, second by Mulder on Consideration of Application for Covid-19 Relief Recreational Trails Program and Approve Resolution No. 21-045 to Prepare and Submit Application. Applications deadline is May 17th. Staff to present projects/application to council. Roll Call: Roberts, Kuhn, Mulder voted yes. Motion carried.

INFORMATIONAL ITEMS:

City administrator informed council that staff was working on updating zoning and land use maps.

Scheduled for May 25th meeting:

- Proposed first reading of ordinance to increase Water Rates for Water Treatment Plant Expansion
- FY21 Budget Amendments
- Proposed first reading of Construction Site Erosion and Sediment Control ordinance
- Updated Zoning and Land Use Maps

ADJOURNMENT: Motion - Roberts, second - Mulder to adjourn meeting at 7:23pm. 3 ayes, 0 nays. Motion carried.

Attest:

Kevin Deaton, Mayor

Jolene R. Lettow, City Clerk

Huxley City Council Minutes

Monday May 17, 2021

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

COUNCIL MEETING: The Huxley City Council met in a regular council meeting via Zoom on the above date pursuant to rules of the council, notice posted at City Hall and posted on website. Mayor Deaton called the meeting to order at 3:30 PM.

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

CITY STAFF PRESENT: Rita Conner-City Administrator, Amy Kaplan-Deputy City Clerk.

GUESTS PRESENT: Tim Wilson, John Micka.

CONSULTANT PRESENT: Forrest Aldrich-City Engineer.

APPROVE AGENDA AS PRESENTED AND/OR AMENDED. Motion- Roberts, second- Easter to approve agenda. Roberts, Kuhn, Mulder, Peterson, Easter voted yes. MCU.

BUSINESS ITEMS: Approve Resolution No. 21-046 Covid 19 Relief Recreational Trails Program Application. Motion- Roberts, second- Easter to approve. Roberts, Kuhn, Peterson, Easter voted yes. Mulder-abstained. MC.

ADJOURNMENT: Motion-Roberts, second- Easter to adjourn at 3:55 PM. 5 ayes, 0 nays. MCU.

Kevin Deaton, Mayor

Attest:

Amy Kaplan, Deputy City Clerk

5-25-21 Council Claims

	A	B	C
1	VENDOR NAME	DESCRIPTION	GROSS AMOUNT
2	A KING'S THRONE, LLC	PORT-O-JOHN FOR SOCCER	\$ 112.95
3	AFLAC	AFLAC	\$ 216.96
4	AMERA-CHEM, INC.	DRUG IDENTIFICATION BIBLE	\$ 56.95
5	ANKENY SANITATION	CITY BUILDING GARBAGE REMOVAL	\$ 190.58
6	BAKER & TAYLOR ENTERTAINME	BOOKS	\$ 419.64
7	BELLA HOMES	BUILDING PERMIT DEPOSIT REFUND	\$ 1,000.00
8	BLUE VALLEY PUBLIC SAFETY,	CITY SIREN REPAIR	\$ 6,437.18
9	BOOK SYSTEMS, INC.	SERVER MIGRATION	\$ 662.00
10	BUD'S AUTO REPAIR INC	POLICE VEHICLE MAINTENANCE	\$ 341.31
11	CARDMEMBER SERVICE	SEE ATTACHED	\$ 4,267.80
12	CENTRAL IOWA LAWN & LANDSC	DRIVE BELT & BLADES	\$ 95.30
13	CLINTON H. THOMPSON	BASKETBALL LEAGUE OFFICIAL	\$ 460.00
14	COMPASS MINERALS AMERICA	COARSE ROCK SALT	\$ 3,813.96
15	CONSUMERS ENERGY	GAS & ELECTRIC	\$ 10,327.00
16	DELTA DENTAL PLAN OF IOWA	DENTAL INSURANCE	\$ 1,529.08
17	DEMCO	BOOK COVERING	\$ 173.42
18	DES MOINES STAMP MFG. CO.	TWO NOTARY STAMPS	\$ 61.00
19	DOORS INC.	MASTER KEYS FOR PD	\$ 151.30
20	EBS	MEDICAL INSURANCE	\$ 17,590.70
21	EDEN HART	BASKETBALL LEAGUE SCORE KEEPER	\$ 96.00
22	EDWARD JONES	IRA	\$ 250.00
23	ELECTRIC WHOLESALE CO.	TORK SHORTING CAP	\$ 39.08
24	ENVIRONMENTAL RESOURCE ASS	2021 ERA RENEWAL	\$ 745.32
25	FIDELITY SECURITY LIFE	VISION INS	\$ 318.49
26	GALLS, LLC- DBA CARPENTER	HAT COVER FOR POLICE	\$ 31.99
27	GARBAGE GUYS	GARBAGE PICKUP-CENTENNIAL	\$ 165.00
28	GATEHOUSE-DB IOWA HOLDINGS	LEGAL PUBLICATIONS	\$ 819.17
29	HACH COMPANY	WATER TREATMENT CHEMICALS	\$ 331.27
30	HALLSTEN CORPORATION	NEW DIGESTER HOOD FROM STORM	\$ 1,332.00
31	HEARTLAND CO-OP	SUPPLIES FOR GAS LINE	\$ 290.31
32	HOKEL MACHINE SUPPLY	ARGON/CO2 WELDING GAS	\$ 50.17
33	HOMES BY ADVANTAGE LLC	BUILDING PERMIT DEPOSIT REFUND	\$ 1,000.00
34	HUXLEY COMMUNICATIONS COOP	PHONE, CABLE, INTERNET	\$ 1,637.96
35	INROADS, LLC	HOT MIX ASPHALT	\$ 622.05
36	INTEGRATED PRINT SOLUTIONS	BAM BAM SHIRTS	\$ 234.00
37	INTERNAL REVENUE SERVICE	PAYROLL TAXES	\$ 12,890.22
38	INTERSTATE BATTERIES	DEEP CELL BATTERY	\$ 97.95
39	IPERS	IPERS	\$ 17,172.64
40	JEREMY J. ARENDS	TREASURER'S REPORTS	\$ 400.00
41	KEYSTONE LABORATORIES	MONTHLY BAC-T & WATER STUDY	\$ 4,002.60
42	LILYPAD LEARNING CENTER	PARK RENTAL CANCELLATION	\$ 25.00
43	LINCOLN FINANCIAL GROUP	LIFE & DISABILITY INSURANCE	\$ 1,286.86
44	MARCO, INC.	COPIER/PRINTER CONTRACTS	\$ 1,193.45
45	MASS MUTUAL RETIREMENT SER	DEFERRED COMPENSATION	\$ 250.00
46	MENARDS - AMES	MISC SUPPLIES	\$ 2,165.35

5-25-21 Council Claims

	A	B	C
47	MIDWEST ALARM SERVICES	FIRE ALARM INSPECTION	\$ 772.56
48	MIRACLE RECREATION	WALL ENCLOSURE	\$ 810.87
49	MOECKLY FABRICATIONS COMPA	TARP REPAIR	\$ 242.50
50	MUNICIPAL SUPPLY	MARKING FLAGS AND PAINT	\$ 118.30
51	NEW CENTURY FS INC	FUEL	\$ 2,971.80
52	NICKOLAY CONSULTING, LLC	MONTHLY IT SUPPORT & MAILJET	\$ 345.00
53	OXEN TECHNOLOGY	MICROSOFT 365 AND EXCHANGE	\$ 442.00
54	POSTMASTER	BULK POSTAGE	\$ 909.48
55	PREMIER	PRINTER FEE	\$ 41.73
56	REDWOOD BUILDERS, LLC	BUILDING PERMIT DEPOSIT REFUND	\$ 1,000.00
57	RUSS & BECKY JONES	PET REGISTRATION REFUND	\$ 10.00
58	SAFE BUILDING COMPLIANCE &	BUILDING INSPECTIONS	\$ 13,996.85
59	SATONIUS PARKER	BASKETBALL LEAGUE OFFICIAL	\$ 300.00
60	STAR EQUIPMENT LTD.	V-BELT FOR CONCRETE SAW	\$ 59.85
61	SYNCB/AMAZON	BOOKS, DVDS, STORYWALK SUPPLIES	\$ 1,090.48
62	TASC	FLEX BENEFIT PLANS	\$ 577.05
63	TENNIS COURTS UNLIMITED, I	PICKLEBALL NET POST	\$ 235.00
64	THE KNOX COMPANY	KNOX BOX KEY BOXES	\$ 3,038.00
65	TREASURER, STATE OF IOWA	STATE WITHHOLDING	\$ 4,226.00
66	TRICKLE'S L.L.C.	TIRE REPAIR	\$ 30.00
67	TRUCK CENTER COMPANIES	FIRE ENGINE SERVICE	\$ 894.40
68	U.S. BANK EQUIPMENT FINANC	COPIER LEASE	\$ 95.99
69	VEENSTRA & KIMM, INC.	WATER TREATMENT EXPANSION	\$ 41,216.78
70	VERIZON WIRELESS	PUBLIC WORKS CELL PHONES	\$ 332.16
71	WINDSTREAM IOWA COMMUNICAT	DISPATCH PHONES	\$ 80.28
72	Payroll Expense		\$ 58,654.76
73	GRAND TOTAL		\$ 227,845.85
74			
75		FUND TOTALS	
76	001 GENERAL FUND	\$ 56,003.92	
77	002 LIBRARY	\$ 7,861.76	
78	003 RECREATION	\$ 6,485.49	
79	004 FIRE AND RESCUE	\$ 4,705.93	
80	014 AMBULANCE	\$ 882.85	
81	110 ROAD USE TAX	\$ 8,361.43	
82	345 WATER PLANT EXPANSION	\$ 45,403.18	
83	398 DERECHO STORM	\$ 3,288.36	
84	600 WATER UTILITY	\$ 17,515.96	
85	610 SEWER UTILITY	\$ 18,682.21	
86	01 PAYROLL EXPENSE	\$ 58,654.76	
87	GRAND TOTAL	\$ 227,845.85	
88			
89			
90			
91			

5-25-21 Council Claims

	A	B	C
92			
93	Cardmember Services (Visa)		
94	Admin	amazon prime, zoom, adobe acropro, calendar	\$ 169.59
95	Water	auto drain for air compressor	\$ 68.10
96	Wastewater	manuals	\$ 120.00
97	Planning & Zoning	certified mailing	\$ 7.00
98	Library	sign pro, tv, postage, iread, best buy, double dipped, comfor food, casa azteca, menards	\$ 1,607.87
99	Parks and Rec	printer ink, fitness on demand, exercise bands, postage, bulbs, tennis balls, dry erase markers, janitorial supplies, sams club, headphone adapter, air freshener, balls, toilet seats	\$ 1,358.99
100	Parks	outdoor wall mount for signs	\$ 93.40
101	Streets	towels, bath tissue	\$ 53.94
102	PD	command hooks & strips, dry gas, ped aed, hole punch, rubberbands	\$ 393.91
103	Water Plant Expansion	materials	\$ 395.00
104	Total		\$ 4,267.80

Service Support Plan Includes:



CTI Scout

- Real-time tracking and alerts



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



CTI University

- Online learning platform

*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):

Subtotal	\$548.00
Total	\$548.00

Your Service Location:

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

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

Disclaimer

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		
Service Description	Rates	Criteria
On-Site Repairs		
CTI Field Service Technician: Standard	\$144/hr	Minimum 2 hours
After Hours Rush	\$216/hr	Minimum 2 hours

Client Signature: _____ Date: _____

CTI Authorized Signature: _____ Date: _____

CITY COUNCIL COMMUNICATION

AGENDA HEADING:

Interstate Battery Site Plan

SUBMITTED BY

Rita Conner, City Administrator

SYNOPSIS:

Breen Campus, LLC (401 Campus Drive Huxley, Iowa 50124) have submitted a site plan for the expansion of their existing 14,000 square foot Interstate Battery building in the Huxley Development Park. A link to the property is found below.

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

The expansion would add 4,000 square feet to the building, which was constructed in 1987. Interstate Battery employs 7 full time and 4 part time employees.

The Planning & Zoning Commission reviewed the site plan May 17 and recommended approval to Council.

Additional information is below and in the attachments.

ADDITIONAL INFORMATION:

- Sidewalk installation is requested to occur with this addition. City Council is working on a sidewalk infill program to connect the community that will begin a public information process this summer. The Huxley Development Park is included.

ADMINISTRATOR RECOMMENDATION: APPROVAL

BOARD, COMMISSION OR COUNCIL PRIOR ACTIONS: YES

- Initial site plan approval
- May 17, 2021 Planning & Zoning Commission recommendation to approve

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- Issuance of permits
- Certificate of occupancy

RESOLUTION NO. 21-048

RESOLUTION APPROVING INTERSTATE BATTERY SITE PLAN

WHEREAS, Breen Campus, LLC has submitted site plan materials for City of Huxley review for the expansion of Interstate Battery, 401 Campus Drive in the M-1 zoning district and;

WHEREAS, the existing 14,000 square foot building will be expanded by 4,000 square feet and;

WHEREAS Interstate Battery employs 7 full time and 4 part time employees and the expansion project is a positive addition to the Huxley Development Park and;

WHEREAS, the Planning & Zoning Commission reviewed and recommended Council approval of the plans for the project at their May 17, 2021 meeting.

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

Approval of the Interstate Battery site plan as presented.

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

PASSED, ADOPTED AND APPROVED this 25th day of May 2021.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 21-048** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 25th day of May 2021.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

SITE PLAN

INTERSTATE BATTERIES

HUXLEY, IOWA

OWNER / DEVELOPER

BREEN CAMPUS LLC
401 CAMPUS DR
HUXLEY IA 50124-9763

ZONING

EXISTING: M-1

SETBACKS

FRONT -25 FEET
SIDE - 0
REAR -25 FEET

SITE AREAS

EXISTING CONCRETE	21,583 S.F.	32.92%
EXISTING BUILDING	10,000 S.F.	15.25%
EXISTING SIDEWALK	219 S.F.	0.33%
PROPOSED PAVING	3,414 S.F.	5.21%
PROPOSED BUILDING	4,000 S.F.	6.10%
OPEN SPACE	24,350 S.F.	40.19%
TOTAL	65,566 S.F.	100%

PARKING

13 EXISTING STALLS
11 PROPOSED STALLS

EMPLOYEES

7 FULL TIME
4 PART TIME

LEGAL DESCRIPTION

LOT 3 H.D.C. PLAT NO. 1, AN OFFICIAL PLAT, CITY OF HUXLEY, STORY COUNTY IOWA.

SAID TRACT OF LAND CONTAINS 1.505 ACRES MORE OR LESS.

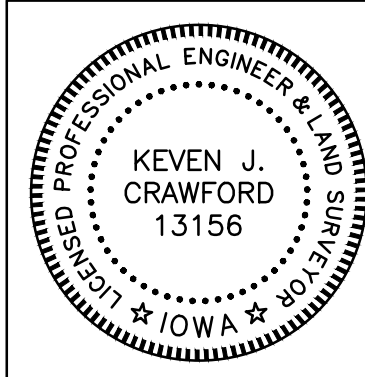
SAID TRACT OF LAND SUBJECT ALL EASEMENTS OF RECORD.

DEVELOPMENT SCHEDULE

INSTALL EROSION CONTROL	MAY 31, 2021
GRADING	JUNE 1, 2021
PAVING & BUILDING FLOOR	JUNE 15, 2021
BUILDING	AUGUST 2, 2021
FINAL STABILIZATION	FALL 2021

LEGEND

EXISTING/PROPOSED	PLAT BOUNDARY
8" W	8" WATER MAIN & SIZE
SAN 8"	SANITARY SEWER & SIZE
ST 8"	STORM SEWER & SIZE
UG 6"	UNDERGROUND ELECTRIC CABLE
UGT	UNDERGROUND TELEPHONE CABLE
CTV	UNDERGROUND CABLE TV
G 4"	GAS MAIN & SIZE
MANHOLE	MANHOLE
INTAKE	INTAKE
HYDRANT	HYDRANT
PP/LP	POWER POLE/LIGHT POLE
PP/LP	UTILITY BOX/TELEPHONE RISER
990	EXISTING CONTOURS
990	PROPOSED CONTOURS
X	SILT FENCE OR APPROVED FILTRATION SOCK
CLOUD	TREES

	I HEREBY CERTIFY THAT THIS ENGINEERING OR LAND SURVEYING DOCUMENT AND THE RELATED SURVEY WORK WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER & LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. KEVEN J. CRAWFORD, P.E., P.L.S. IOWA LICENSE NO. 13156 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022 PAGES OR SHEETS COVERED BY THIS SEAL: (SHEETS 1-2)
---	--

COOPER CRAWFORD & ASSOCIATES, L.L.C.
CIVIL ENGINEERS
475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 4-14-2021
REVISIONS:

APPROVED: (X-X-2003) INITIAL: XXX AS-BUILT: (X-X-2003)
SCALE: 1"=30'

DIMENSION SHEET
INTERSTATE BATTERIES

JOB NUMBER
CC 1502
SHEET
1 OF 2

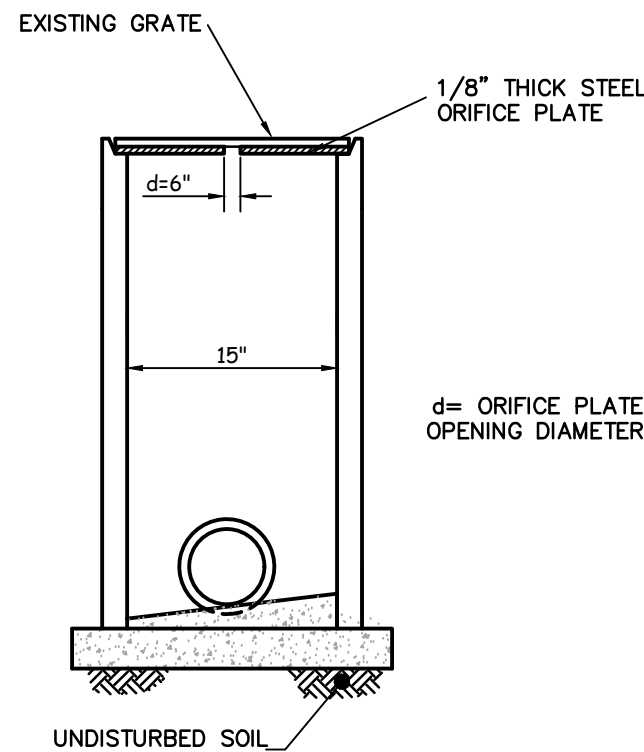
NOTES

- ONE WEEK PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL NOTIFY:
 - CITY OF HUXLEY
 - BREEN CAMPUS LLC
 - COOPER CRAWFORD & ASSOCIATES, L.L.C.
- ALL DIMENSIONS ARE TO BACK OF CURB, OUTSIDE OF BUILDING WALL, AND TO PROPERTY LINES.
- THE LOCATIONS AND DIMENSIONS SHOWN ON THE PLANS FOR EXISTING FACILITIES ARE IN ACCORDANCE WITH AVAILABLE INFORMATION WITHOUT UNCOVERING AND MEASURING. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THIS INFORMATION OR THAT ALL EXISTING UNDERGROUND FACILITIES ARE SHOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL PUBLIC AND/OR PRIVATE UTILITIES SERVING THE AREA TO DETERMINE THE PRESENT EXTENT AND EXACT LOCATION OF THEIR FACILITIES BEFORE BEGINNING WORK.
- THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. THE CONTRACTOR SHALL NOTIFY THE PROPER UTILITY IMMEDIATELY UPON BREAKING OR DAMAGE TO ANY UTILITY LINE OR APPURTENANCE, OR THE INTERRUPTION OF THEIR SERVICE. HE SHALL NOTIFY THE PROPER UTILITY INVOLVED. IF EXISTING UTILITY LINES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED.
- ALL DEBRIS SPILLED ON CITY R.O.W. AND ADJOINING PROPERTY SHALL BE REMOVED BY CONTRACTOR WITHIN 24 HOURS.
- VERIFY COORDINATES AND BUILDING CORNERS WITH ARCHITECTURAL DRAWINGS PRIOR TO CONSTRUCTION.
- ALL SITE WORK SHALL BE IN ACCORDANCE WITH SUDAS.
- PAVING SHALL BE A MINIMUM OF 6-INCH P.C.C. IN PUBLIC RIGHT-OF-WAY AND PRIVATE DRIVE PAVING. SIDEWALKS SHALL BE 4-INCH P.C.C.
- CURBS SHALL BE 6-INCH CURB.
- ALL LIGHTING MUST BE DOWNCAST IN NATURE.
- ANY TRANSFORMERS, JUNCTION BOXES, OR OTHER SUCH UTILITY USES OVER 3 FEET IN HEIGHT CANNOT BE LOCATED WITHIN THE REQUIRED SETBACK. OTHER SUCH USES NOT ABOVE 3 FEET IN HEIGHT MUST BE SCREENED BY LANDSCAPING MATERIALS. ALL MECHANICAL EQUIPMENT, GAS, WATER, AND UTILITY METERS SHALL BE APPROPRIATELY SCREENED.
- AN EROSION CONTROL CONTRACTOR SHALL BE HIRED PRIOR TO CONSTRUCTION BEGINNING, THE NAME OF WHICH SHALL BE FURNISHED TO THE CITY BEFORE GRADING STARTS.



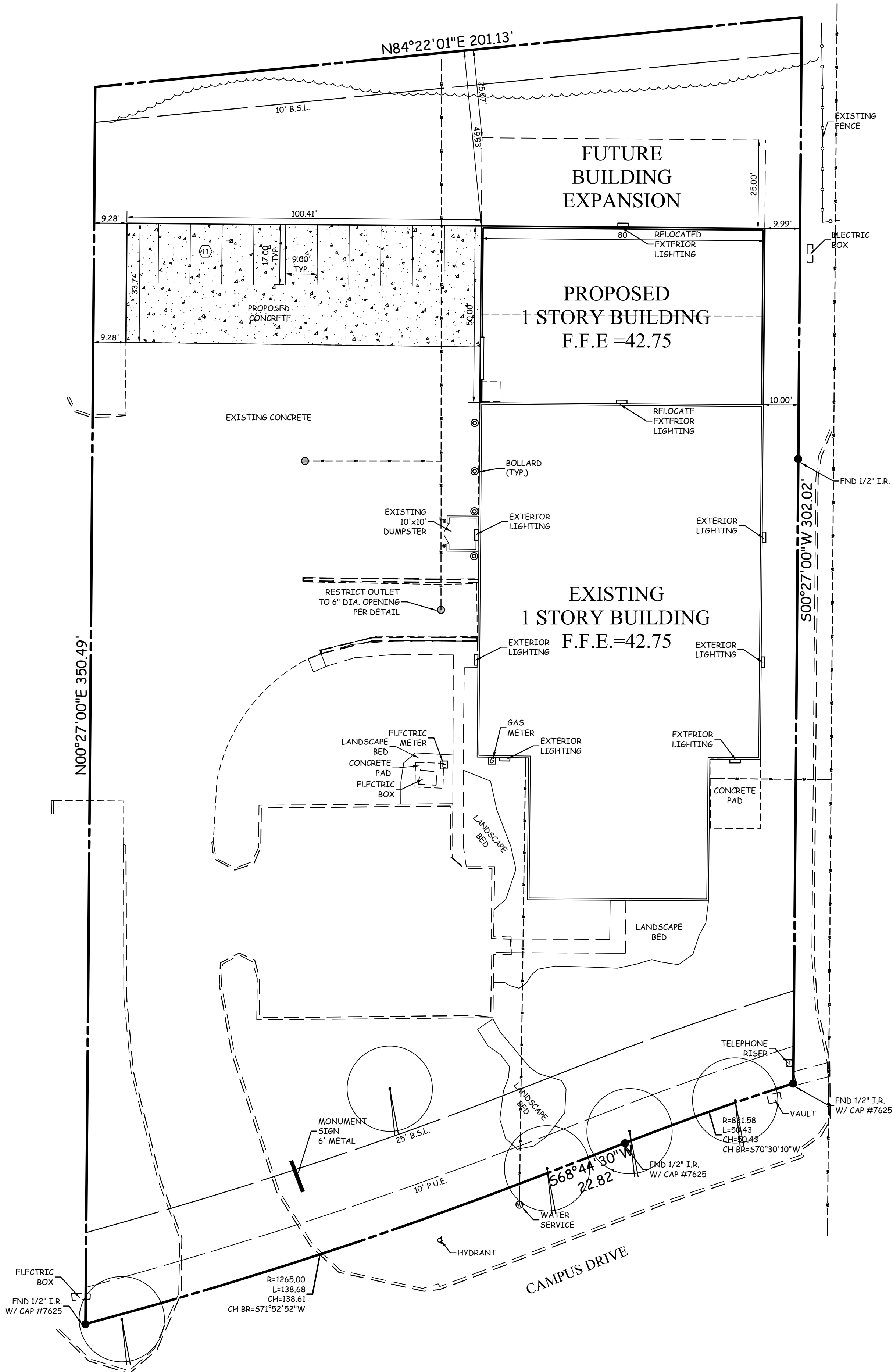
VICINITY SKETCH

NO SCALE



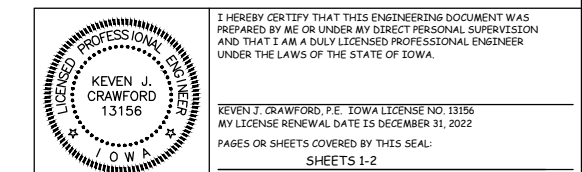
OUTLET RESTRICTION DETAIL

NOT TO SCALE






INTERSTATE BATTERIES

LEGEND



475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

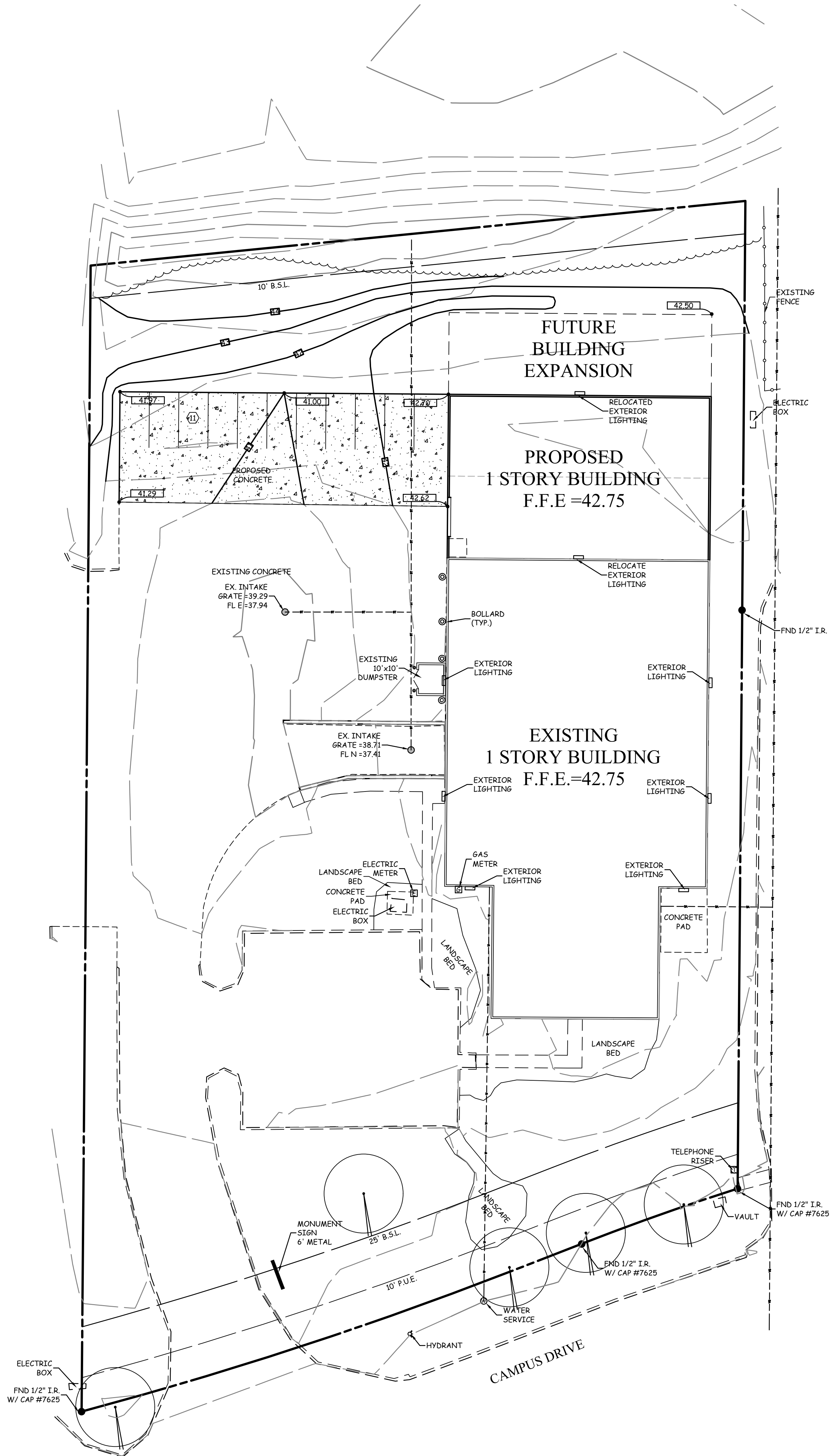




SCALE: 1"=30'
 APPROVED: (X-X-2003) INITIALED: XXX AS-BUILT: (X-X-2003)

CC
1502

SHEET
2 OF 2





GRADING NOTES

1. ALL DIMENSIONS ARE TO BACK OF CURB, OUTSIDE OF BUILDING WALL, AND TO PROPERTY LINES.
2. THE LOCATIONS AND DIMENSIONS SHOWN ON THE PLANS FOR EXISTING FACILITIES ARE IN ACCORDANCE WITH AVAILABLE INFORMATION WITHOUT UNCOVERING AND MEASURING. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THIS INFORMATION OR THAT ALL EXISTING UNDERGROUND FACILITIES ARE SHOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL PUBLIC AND/OR PRIVATE UTILITIES SERVING THE AREA TO DETERMINE THE PRESENT EXTENT AND EXACT LOCATION OF THEIR FACILITIES BEFORE BEGINNING WORK.
3. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. THE CONTRACTOR SHALL NOTIFY THE PROPER UTILITY IMMEDIATELY UPON BREAKING OR DAMAGE TO ANY UTILITY LINE OR APPURTENANCE, OR THE INTERRUPTION OF THEIR SERVICE. HE SHALL NOTIFY THE PROPER UTILITY INVOLVED. IF EXISTING UTILITY LINES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED.
4. STRIP TOPSOIL FROM ALL AREAS WHICH ARE TO BE FILLED OR CUT.
5. STOCKPILE SUFFICIENT TOP RESPREAD A MINIMUM OF 4-INCHES ON UNPAVED AREAS.
6. ALL AREAS TO RECEIVE FILL TO BE BENCHED.
7. PREPARE BOTTOM OF BENCH FOR FILL BY DISCING TO A DEPTH OF 6-INCHES.
8. ALL SITE GRADING FILL SHALL BE COMPACTED TO A DENSITY THAT IS NOT LESS THAN 95% STANDARD PROCTOR AND MEET ALL GEOTECHNICAL RECOMMENDATIONS.
9. MAINTAIN ALL CUT AND FILL AREAS FOR SURFACE DRAINAGE AT ALL TIMES.
10. FINAL GRADES WITHIN PAVED AREAS SHALL BE WITHIN 0.1' OF PLAN GRADE, ALL OTHER AREAS TO BE WITHIN 0.2' OF PLAN GRADE.
11. A MINIMUM OF ONE FOOT OF COMPACTED COHESIVE SUBGRADE SHALL BE PROVIDED BENEATH ALL PAVEMENTS.
12. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH SUDAS 2021 SPECIFICATIONS.
13. EXISTING TREES WILL BE SAVED TO THE EXTENT POSSIBLE TO ACCOMMODATE GRADING, UTILITY AND STREET CONSTRUCTION.
14. ALL SIDEWALK SLOPES GREATER THAN 1 UNIT VERTICAL IN 20 UNITS HORIZONTAL SHALL BE ACCOMPANIED BY A HANDRAIL.
15. CROSS SLOPE ON ALL SIDEWALKS NOT TO EXCEED 2.00%.
16. ALL SPOTS ARE TO TOP OF SLAB UNLESS OTHERWISE NOTED.

EROSION & POLLUTION CONTROL NOTES

1. THE SUBCONTRACTOR RESPONSIBLE FOR EROSION AND POLLUTION CONTROL SHALL CARRY OUT THE MEASURES DETAILED ON THIS SITE PLAN.
2. CONTROLS MUST BE IN GOOD OPERATING CONDITION UNTIL THE CONSTRUCTION ACTIVITY IS COMPLETE AND FINAL STABILIZATION HAS BEEN REACHED.
3. THE SUBCONTRACTOR SHALL INSPECT THE SITE AT MINIMUM ONCE EVERY 7 DAYS AND WITHIN 24 HOURS OF THE END OF A 1 INCH OR GREATER RAINFALL. ALL DISTURBED AREAS OF THE SITE, AREAS OF MATERIAL STORAGE, LOCATIONS WHERE VEHICLES ENTER/EXIT THE SITE, ALL OF THE EROSION AND SEDIMENT CONTROLS THAT ARE IDENTIFIED AS PART OF THIS PLAN AND ACCESSIBLE DISCHARGE LOCATIONS MUST BE INSPECTED.
4. THE SUBCONTRACTOR IS TO TAKE NECESSARY ACTIONS TO CORRECT DEFICIENCIES FOUND DURING INSPECTIONS AS SOON AS PRACTICAL BUT IN NO CASE LATER THAN 7 DAYS AFTER THE INSPECTION IN WHICH THE DEFICIENCY WAS FOUND.
5. THE SUBCONTRACTOR SHALL KEEP LOG AND PREPARE WEEKLY REPORTS DETAILING THE INSPECTIONS AND MEASURES TAKEN TO CORRECT ANY AND ALL DEFICIENCIES FOUND IN THE EROSION AND POLLUTION CONTROL MEASURES. THE REPORTS SHALL CONFORM TO THE STANDARDS SET BY THE IOWA DEPARTMENT OF NATURAL RESOURCES. COPIES OF THESE REPORTS SHALL BE FORWARDED TO THE DEVELOPER AND TO COOPER CRAWFORD & ASSOCIATES, L.L.C.
6. AFTER INITIAL GRADING PRIOR TO UTILITY CONSTRUCTION - ALL DISTURBED AREAS OUTSIDE OF THE PROPOSED R.O.W.'S ARE TO HAVE TEMPORARY SEEDING AND MULCHING (SEE SEEDING DETAIL FOR TIMETABLE). CONTRACTOR AND SUBS ARE TO TRY TO MINIMIZE DISTURBANCE TO THESE SEEDED AREAS THROUGH THE USE OF SPECIFIC ACCESS ROUTES WITHIN THE SITE.
7. DURING CONSTRUCTION, IF IT BECOMES EVIDENT THAT A DISTURBED AREA WILL NOT BE DISTURBED FOR 21 DAYS, IT SHALL BE SEEDED BY DAY 7.
8. PERMANENT SEEDING TO BE DONE IMMEDIATELY AFTER FINAL GRADING.
9. ANY FAILED AREAS OF SEEDING/MULCHING SHALL BE REAPPLIED.
10. ANY SOIL OR SPILL WASHED, TRACKED OR DROPPED ONTO ADJOINING RIGHT-OF-WAYS AND PROPERTY WILL BE CLEANED UP BY THE OWNER/CONTRACTOR WITHIN 24 HOURS.
11. FILTER SOCKS ARE TO BE INSPECTED ONCE A WEEK AND AFTER EACH RAINSTORM, LOOK FOR UNDERCUTTING AND FAILURES IN FABRIC. REPLACE/REPAIR AS NECESSARY.
12. ADDITIONAL FILTER SOCKS (TO THAT SHOWN ON THIS PLAN) MAY BE REQUIRED IN AREAS WHERE EROSION IS EVIDENT.
13. FILTER SOCKS ARE TO BE CLEANED UP WHEN THEY HAVE LOST 50% OF THEIR CAPACITY.
14. ALL INTAKES SHALL HAVE FILTER SOCKS PRIOR TO PAVING AND INLET FILTERS AFTER PAVING. THESE FILTERS REMAIN IN PLACE UNTIL THE SITE HAS A PERMANENT PERENNIAL GROUND COVER.
15. ALL INTAKES SHALL BE COVERED DURING CONSTRUCTION TO PREVENT SEDIMENTATION DEPOSITS WITHIN THE STORM SEWER.
16. IN THE EVENT THAT SEEDING/MULCHING DOES NOT OCCUR PRIOR TO WINTER, ALL DISTURBED AREAS WILL BE MULCHED.
17. NO BORROW/SPOILS SITES ARE ANTICIPATED.

SITE PLAN
INTERSTATE
BATTERIES

HUXLEY, IOWA

LEGEND

- EXISTING/PROPOSED
- PLAT BOUNDARY
 - 8" WATER MAIN & SIZE
 - 8" SANITARY SEWER & SIZE
 - 8" STORM SEWER & SIZE
 - UGE UNDERGROUND ELECTRIC CABLE
 - UGT UNDERGROUND TELEPHONE CABLE
 - CTV UNDERGROUND CABLE TV
 - 4" GAS MAIN & SIZE
 - MANHOLE
 - INTAKE
 - HYDRANT
 - POWER POLE/LIGHT POLE
 - UTILITY BOX/TELEPHONE RISER
 - EXISTING CONTOURS
 - PROPOSED CONTOURS
 - SILT FENCE OR APPROVED FILTRATION SOCK
 - TREES

KEVEN J. CRAWFORD
13156
IOWA

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

KEVEN J. CRAWFORD, P.E. IOWA LICENSE NO. 13156
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022

PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS 1-2

COOPER CRAWFORD
& ASSOCIATES, L.L.C.
CIVIL ENGINEERS

475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 4-14-2021
REVISIONS:

JOB NUMBER
CC 1502

APPROVED: (X-X-2003) INITIALED: XXX AS-BUILT: (X-X-2003)

GRADING PLAN
INTERSTATE BATTERIES

SHEET 2 OF 2





May 4, 2021

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

rconner@huxleyiowa.org

HUXLEY, IOWA
INTERSTATE BATTERIES
SITE PLAN REVIEW

We have reviewed the Interstate Batteries site plan for Lot 3 of H.D.C. Plat 1 and find it acceptable.

It should be noted Interstate Batteries replied to the comment about installing a sidewalk along Campus Drive that the sidewalk would be installed when other property owners along Campus Drive also installed a sidewalk.

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

VEENSTRA & KIMM, INC.

Forrest S. Aldrich

FSA:dml
45229-060

cc: Jeff Peterson, City of Huxley (email)
Keith Vitzthum, City of Huxley (email)
Mat Kahler, City of Huxley (email)
AJ Strumpfer, City of Huxley (email)
Matt Breen, Interstate Batteries (email)
Keven Crawford, Interstate Batteries (email)

CITY COUNCIL COMMUNICATION

AGENDA HEADING:

The Landing Site Plan

SUBMITTED BY

Rita Conner, City Administrator

SYNOPSIS:

MR Properties, L.C. (Chris Gardner, 506 East 1st Street Huxley, Iowa 50124) has submitted a site plan and final plat for the commercial development of Lot 1, North Prairie View Development Plat 2 (the Landing). MR Properties owns three separate lots that were acquired from the City of Huxley in 2020, totaling approximately 3.62 acres. A link to the properties involved is found below.

<https://beacon.schneidercorp.com/Application.aspx?AppID=165&LayerID=2145&PageTypeID=1&PageID=1110&KeyValue=1323226010>

A one-story building with 6 retail/commercial tenant spaces, including a restaurant, is planned for construction on the property.

Additional information is below and in the attachments.

ADDITIONAL INFORMATION:

- A 10' trail section has been requested to be constructed with the project along HWY 69. Staff is working on a grant application for connecting this trail north to the City limits and south to the Heart of Iowa Trail. The HWY 69 trail would be called the Heart of the Prairie Trail.
- Staff has proposed taking the sidewalk from N 5th Ave through the lot between the pond and the outdoor restaurant patio area to connect to the Highway 69 trail, which the development team agreed to look at.
- Stormwater management plan includes a pond. Veenstra & Kimm, Inc. have provided comments on pond storage volume and other variables that are under review. Staff and the development team have discussed plantings and shoreline stabilization, in addition to a discussion of future ownership of the pond and the land where the City sign is located. Additional meeting on this item will occur prior to the Council meeting Tuesday.
- The 2013 Comprehensive Plan shows this area as highway commercial, which is consistent with the site plan.
- Final site plan comment responses following the P & Z Commission meetings are included in the attachments

ADMINISTRATOR RECOMMENDATION: APPROVAL

BOARD, COMMISSION OR COUNCIL PRIOR ACTIONS: YES

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

CITY COUNCIL COMMUNICATION

- Possible consideration of economic development financial assistance for project at June 1, 2021 Council Worksession
- Issuance of permits
- Certificate of occupancy

RESOLUTION NO. 21-049

RESOLUTION APPROVING THE LANDING SITE PLAN

WHEREAS, MR Properties has submitted site plan materials for City of Huxley review for the development of the Landing in the C-2 zoning district and;

WHEREAS, the Planning & Zoning Commission reviewed and recommended Council approval of the plans for the project at their May 17, 2021 meeting and;

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

Approval of the Landing site plan as presented.

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

PASSED, ADOPTED AND APPROVED this 25th day of May 2021.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 21-049** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 25th day of May 2021.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

LOT 1, NORTH PRAIRIE VIEW DEVELOPMENT PLAT 2

HUXLEY, IOWA

SITE PLAN

NAI #18181



EXISTING UTILITY NOTE

THE CONTRACTOR SHALL NOTIFY IOWA ONE CALL NO LESS THAN 48 HRS. IN ADVANCE OF ANY DIGGING OR EXCAVATION.

WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK.

SPECIFICATION REFERENCE

THE 2021 IOWA SUDAS STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND THE CITY OF HUXLEY SUPPLEMENTAL SPECIFICATIONS SHALL APPLY TO ALL ASPECTS OF CONSTRUCTION.

LEGEND

Existing / Proposed	Existing / Proposed	Address
● ▲	Found monument 5/8" IR with red cap #18530 unless otherwise noted	Spot elevation
○ △	Set monument 5/8" IR with red cap #18530 unless otherwise noted	Sanitary sewer manhole
IR	Round iron rebar	Cleanout
IP	Round iron pipe	Storm sewer manhole
PCC	Portland cement concrete	Storm sewer intake
ACC	Asphaltic cement concrete	Storm sewer beehive
FL	Pipe flowline elevation	Flared end section
RCP	Reinforced concrete pipe	Water hydrant
CMP	Corrugated metal pipe	Water valve
CPP	Corrugated plastic pipe	Water service shut-off
PVC	Polyvinyl chloride pipe	Water main manhole
CIP	Cast iron pipe	Monitoring well
P.U.E.	Public utility easement	Yard hydrant
S.W.F.E.	Surface water flowage easement	Well
B/B	Back of curb to back of curb	Gas meter
---	Subject boundary line	Gas valve
---	Section line	Air conditioning unit
---	Proposed boundary line	Electric manhole
---	Existing boundary line	Electric meter
---	Future boundary line	Electric pedestal
---	Underlying boundary line	Electric transformer
---	Proposed easement line	Utility hand hole
---	Existing easement line	Utility pole
---	Setback line	Utility pole with light
---	Barbed wire fence line	Light pole
---	Chain-link fence line	Ground up light
---	Straw Wattle	Guy wire
---	Silt fence	Traffic signal
---	Sanitary sewer & size	Traffic signal with light
---	Storm sewer and size	Traffic manhole
---	Water main and size	Communication pedestal
---	Gas main & size	Telephone booth
---	Overhead electric & wires	TV pedestal
---	Overhead communication	Billboard sign
---	Underground electric	Street sign
---	Underground television	Down spout
---	Underground communication	Tree shrub
---	Contour elevation	Deciduous tree and trunk diameter
---	Swale flowline	Coniferous tree and trunk diameter
---	Edge of water	
---	Edge of tree dripline	
---	Construction limits	
---	Construction fence	

BENCHMARKS

- TOP OF RIM OF EXISTING SANITARY MANHOLE, LOCATED ON THE SOUTHEASTERLY LINE OF LOT 1, NORTH PRAIRIE VIEW DEVELOPMENT PLAT 2, AT THE WEST EDGE OF THE CONCRETE SIDEWALK, APPROXIMATELY 16 SOUTHWESTERLY OF THE EASTERLY CORNER OF SAID LOT 1. ELEVATION = 1014.88' (NAVD88)
- CUT "X" ON TOP OF THE CONCRETE CURB IN THE NORTH CORNER OF THE FAREWAY PARKING LOT, APPROXIMATELY 88 FEET SOUTHEASTERLY OF BENCHMARK #1 ALONG THE EXISTING SIDEWALK. ELEVATION = 1016.80' (NAVD88)

GENERAL NOTES

- ONE WEEK PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY PROJECT ENGINEER AND:
 - CITY OF HUXLEY
 - MR PROPERTIES

2. ALL MATERIALS AND CONSTRUCTION RELATED TO WORK CONDUCTED AS PART OF THESE PLANS SHALL BE IN ACCORDANCE WITH THE 2021 STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS), AND DETAILS SHOWN ON THIS PLAN UNLESS SPECIFICALLY NOTED OTHERWISE. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR, REMOVAL, REPLACEMENT, OR REINSTALLATION OF ANY ITEM, BOTH ON- AND OFF-SITE, ADVERSELY AFFECTED BY FAILURE TO FOLLOW SAID SPECIFICATIONS, REPORTS, AND PLANS.

3. CONTRACTOR IS RESPONSIBLE TO UNDERSTAND THE INTENT OF THE WORK TO BE COMPLETED AND TO ADDRESS ANY QUESTIONS, CONCERNS, CONFLICTS, DISCREPANCY OR OTHER ISSUES THAT MAY AFFECT CONSTRUCTION WITH OWNER AND ENGINEER AT LEAST ONE WEEK PRIOR TO COMMENCING CONSTRUCTION. OWNER AND ENGINEER SHALL RESPOND IN A TIMELY MANNER TO ALLOW CONSTRUCTION TO PROCEED.

4. CONTRACTOR SHALL NOTIFY OWNER AND ENGINEER IMMEDIATELY OF ANY ISSUE ENCOUNTERED DURING CONSTRUCTION THAT MAY AFFECT PROPOSED DESIGN. OWNER AND ENGINEER SHALL RESPOND IN A TIMELY MANNER TO ALLOW CONSTRUCTION TO PROCEED.

5. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THESE PLANS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.

6. THE CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATION AND ELEVATION OF, AND PROTECT ALL UTILITIES AND STRUCTURES. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.

7. THE CONTRACTOR SHALL RECONNECT ALL FIELD TILE AND STORM DRAINS DISTURBED DURING CONSTRUCTION. RECONNECTIONS SHALL BE CONSIDERED INCIDENTAL TO PROJECT COST. NOTIFY CITY OF ANKENY AND NILLES ASSOCIATES PRIOR TO RECONNECTION SO THAT LOCATION OF RECONNECTION CAN BE DOCUMENTED AND INCLUDED ON RECORD DRAWINGS. REPAIRS TO TILE LINES ARE TO BE VERIFIED BY CITY OF HUXLEY PERSONNEL.

8. SIGNS SHALL CONFORM TO THE CITY OF HUXLEY SIGN ORDINANCE.

9. DETAILS AND NOTES INCLUDED WITHIN THESE PLANS SHALL BE USED FOR CONSTRUCTION. FOR ITEMS WITH NO DETAILS OR NOTES INCLUDED WITHIN THIS PLANS SET, FOLLOW SUDAS DETAILS AND SPECIFICATIONS FOR MATERIALS AND CONSTRUCTION.

10. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS SHOWN ON THE PLANS PRIOR TO CONSTRUCTION. IF ANY DISCREPANCY IS FOUND, NOTIFY ENGINEER IMMEDIATELY BEFORE PROCEEDING.

11. COORDINATE ALL WORK ACTIVITIES WITH ANY OTHER CONSTRUCTION PROJECTS IN THE AREA.

12. ANY DAMAGE TO PROPERTY THAT OCCURS AS A RESULT OF THE CONTRACTOR'S ACTIVITIES OR ACTIONS SHALL BE REPAIRED AND RESTORED IN KIND.

13. THE CONTRACTOR SHALL PROTECT UTILITY POLES NEAR CONSTRUCTION ACTIVITIES AS REQUIRED.

14. FOR ALL WORK, THE CONTRACTOR SHALL PROVIDE ALL FIELD QUALITY CONTROL AND TESTING AS PER SUDAS. PROVIDE ENGINEER TESTING RESULTS.

15. PROVIDE TO THE PROJECT ENGINEER, ALL SHOP DRAWINGS FOR MATERIALS INCORPORATED IN THE WORK SUPPLIED BY THE CONTRACTOR.

16. THE CONTRACTOR SHALL FOLLOW THE STORM WATER POLLUTION PREVENTION PLAN PREPARED FOR THIS SITE.

17. CONTRACTORS ON-SITE SHALL BE RESPONSIBLE FOR DAILY CLEAN-UP OF SEDIMENT AND DEBRIS TRACKED OR WASHED ONTO PUBLIC RIGHTS-OF-WAY AND AREAS OUTSIDE PROJECT LIMITS.

18. DURING THE PROGRESS OF THE WORK, IF SUBSURFACE OR LATENT PHYSICAL CONDITIONS ARE ENCOUNTERED AT THE SITE DIFFERING MATERIALLY FROM THOSE INDICATED ON THE PLANS OR IF UNKNOWN PHYSICAL, CULTURAL, AND/OR ENVIRONMENTAL CONDITIONS OF AN UNUSUAL NATURE ARE ENCOUNTERED AT THE SITE, THE PARTY DISCOVERING SUCH CONDITIONS SHALL PROMPTLY NOTIFY THE CITY OF HUXLEY, MR PROPERTIES, AND NILLES ASSOCIATES BEFORE THE SITE IS FURTHER DISTURBED.

UTILITY CONTACTS

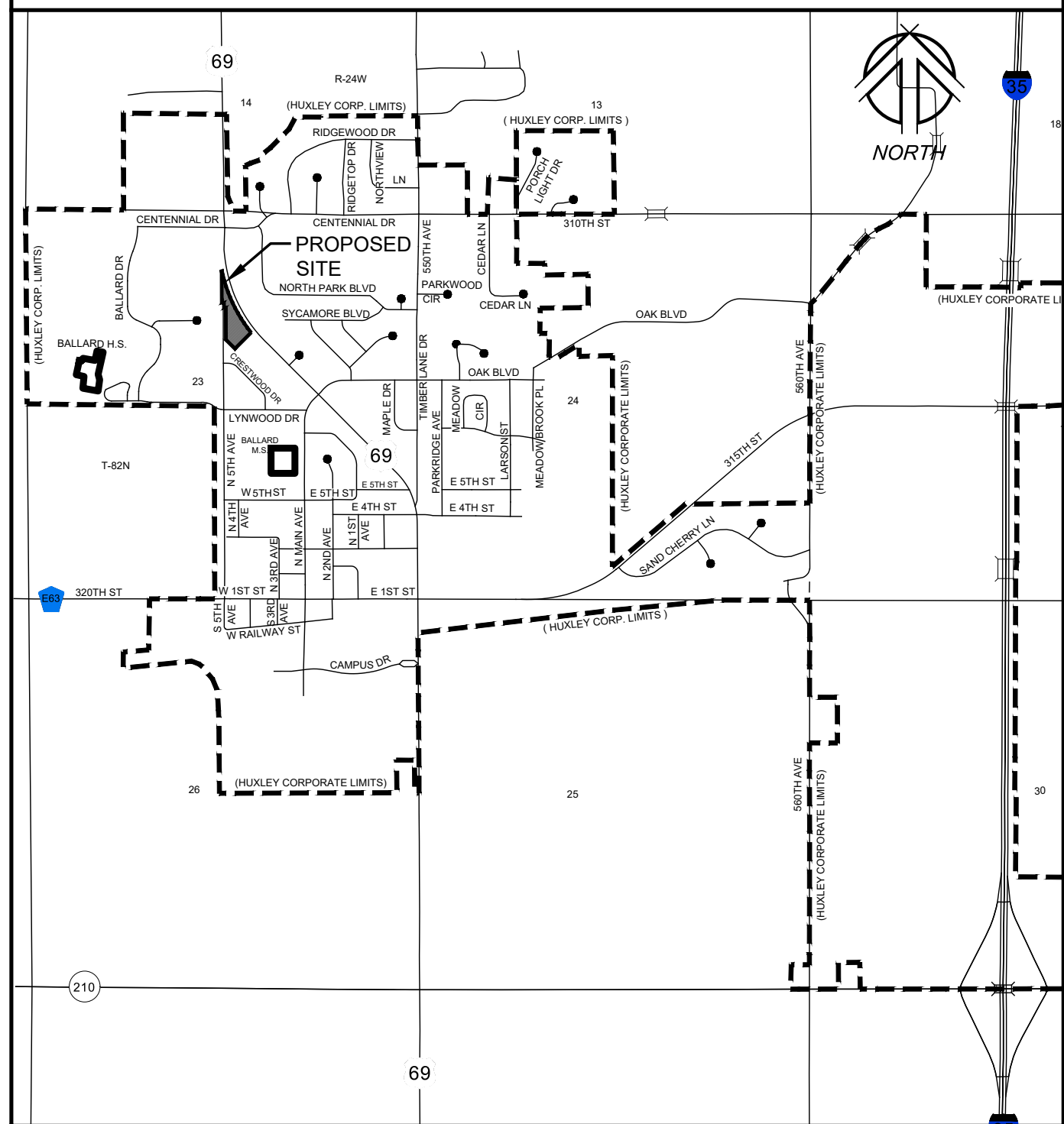
CITY OF HUXLEY WATER AND SEWER
Contact Name: Keith Vitzthum
Contact Phone: 515-290-7512

ALLIANT ENERGY- GAS AND ELECTRIC
Contact Name: Jenni Kroneman
Contact Phone: 515-268-3425

HUXLEY COMMUNICATIONS - PHONE/CABLE
Contact Name: Brant Strumpher
Contact Phone: 515-203-6716

VICINITY MAP

SCALE: 1" = 2000'



PROJECT SUMMARY

TOTAL SITE AREA:	112,102 SF, 2.74 ACRES
PROPOSED USE:	GEN. RETAIL / RESTAURANT
BUILDING INFORMATION:	1-STORY COMMERCIAL BUILDING
TOTAL BUILDING COVERAGE:	11,979 SF
BUS. OFFICE AREA:	8,510 SF
RESTAURANT AREA:	3,469 SF
	GEN. RETAIL / 400 SF = 22 SPACES
	RESTAURANT / 150 SF = 23 SPACES
TOTAL STALLS REQUIRED	45 SPACES
TOTAL PARKING PROVIDED INCLUDING 4 ACCESSIBLE STALLS	49 SPACES

PRIVATE DRIVES & PARKING: 35,496 SF (INCLUDES R.O.W.)
32,807 SF (ON LOT)

SIDEWALKS: 7,524 SF (INCLUDES R.O.W.)
5,855 SF (ON LOT)

COMBINED HARD SURFACE: 56,122 SF (35.8%)

OPEN SPACE INFORMATION: 100,676 SF (64.2%)

GREENSPACE: 85,769 SF (54.7%)

PROPERTY ZONING: C-2

PROPERTY ADDRESS:

OWNER / DEVELOPER

MR PROPERTIES, LC
CHRIS GARDNER
506 E 1ST ST
HUXLEY, IOWA 50124

SHEET LIST TABLE

SHEET NO.	SHEET TITLE	DESCRIPTION
1	CV-1	COVER SHEET
2	SO-1	EXISTING CONDITIONS & REMOVALS PLAN
3	DP-1	DIMENSION PLAN
4	GR-1	GRADING PLAN
5	GR-2	GRADING PLAN - NORTH
6	GR-3	GRADING PLAN DETAILS
7	UP-1	UTILITY PLAN
8	LP-1	LANDSCAPE PLAN
9	DT-1	SITE DETAILS

LEGAL DESCRIPTION

LOT 1, NORTH PRAIRIE VIEW DEVELOPMENT PLAT 2, AN OFFICIAL PLAT, LOCATED IN THE CITY OF HUXLEY, STORY COUNTY, IOWA.

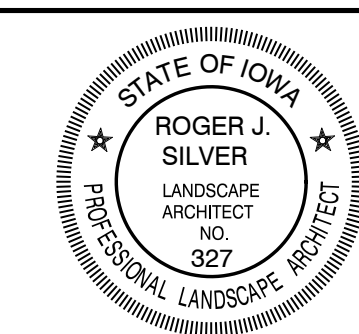
CONTAINING 2.28 ACRES, MORE OR LESS

SAID PARCEL IS SUBJECT TO ANY AND ALL RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD.

CONSTRUCTION SCHEDULE

SITE GRADING	SPRING 2021
UTILITY INSTALLATION	SPRING 2021 - FALL 2021
PAVING INSTALLATION	SPRING 2021 - FALL 2021

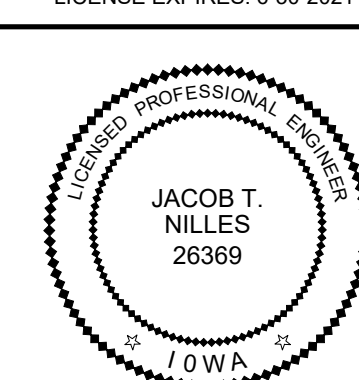
CERTIFICATIONS



I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE. I AM A DULY LICENSED PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.

ROGER J. SILVER

SIGNATURE: _____ DATE: _____
PAGES OR SHEETS COVERED BY THIS SEAL:
CV-1, SO-1, DP-1, GR-1-GR-3, LP-1, DT-1



I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

Signature: _____ Date: _____
Name: Jacob T. Nilles, P.E. No. 26369
My license renewal date is December 31, 2021
Pages or sheets covered by this seal: CV-1, SO-1, DP-1, GR-1 - GR-3, UP-1, DT-1

PRELIMINARY - NOT FOR CONSTRUCTION

REVISIONS:
1) 05/10/2021 - REVISIONS PER CITY OF HUXLEY COMMENTS
2) 05/10/2021 - REVISIONS PER CITY OF HUXLEY COMMENTS
3) _____
4) _____
5) _____
6) _____
7) _____

NOTE: NILLES ASSOCIATES, INC. WAIVES ANY AND ALL CLAIMS FOR DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, FROM ANY PARTY WHO MAY SUE NILLES ASSOCIATES, INC. OR ANY OF ITS EMPLOYEES OR AGENTS, FOR NEGLIGENCE OR OTHERWISE, IN CONNECTION WITH THE ENGINEERING INTENT OF THIS DOCUMENT, OR FOR ANY AND ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM THE ENGINEERING INTENT OF THIS DOCUMENT, OR FOR ANY AND ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM THE ENGINEERING INTENT OF THIS DOCUMENT, OR FOR ANY AND ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM THE ENGINEERING INTENT OF THIS DOCUMENT.

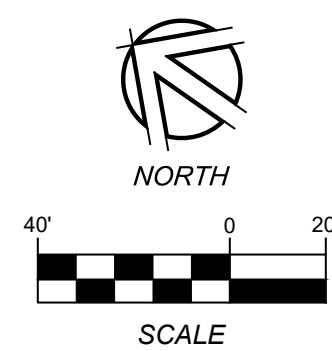
LOT 1, NORTH PRAIRIE VIEW DEVELOPMENT PLAT 2

HUXLEY, IOWA

PROJECT NAME

DESCRIPTION

NAI NO.	18181
DATE:	4/16/21
DRAWN BY:	ADS
CHECKED BY:	JTN
SHEET SIZE:	24" X 36"
SHEET TITLE:	CV-1
SHEET NO.:	1/9



PRELIMINARY - NOT FOR CONSTRUCTION

REVISIONS:

1.)	05/12/2021 -	REVISIONS PER CITY OF HUXLEY COMMENTS
2.)	05/19/2021 -	REVISIONS PER CITY OF HUXLEY COMMENTS
3.)		
4.)		
5.)		
6.)		
7.)		

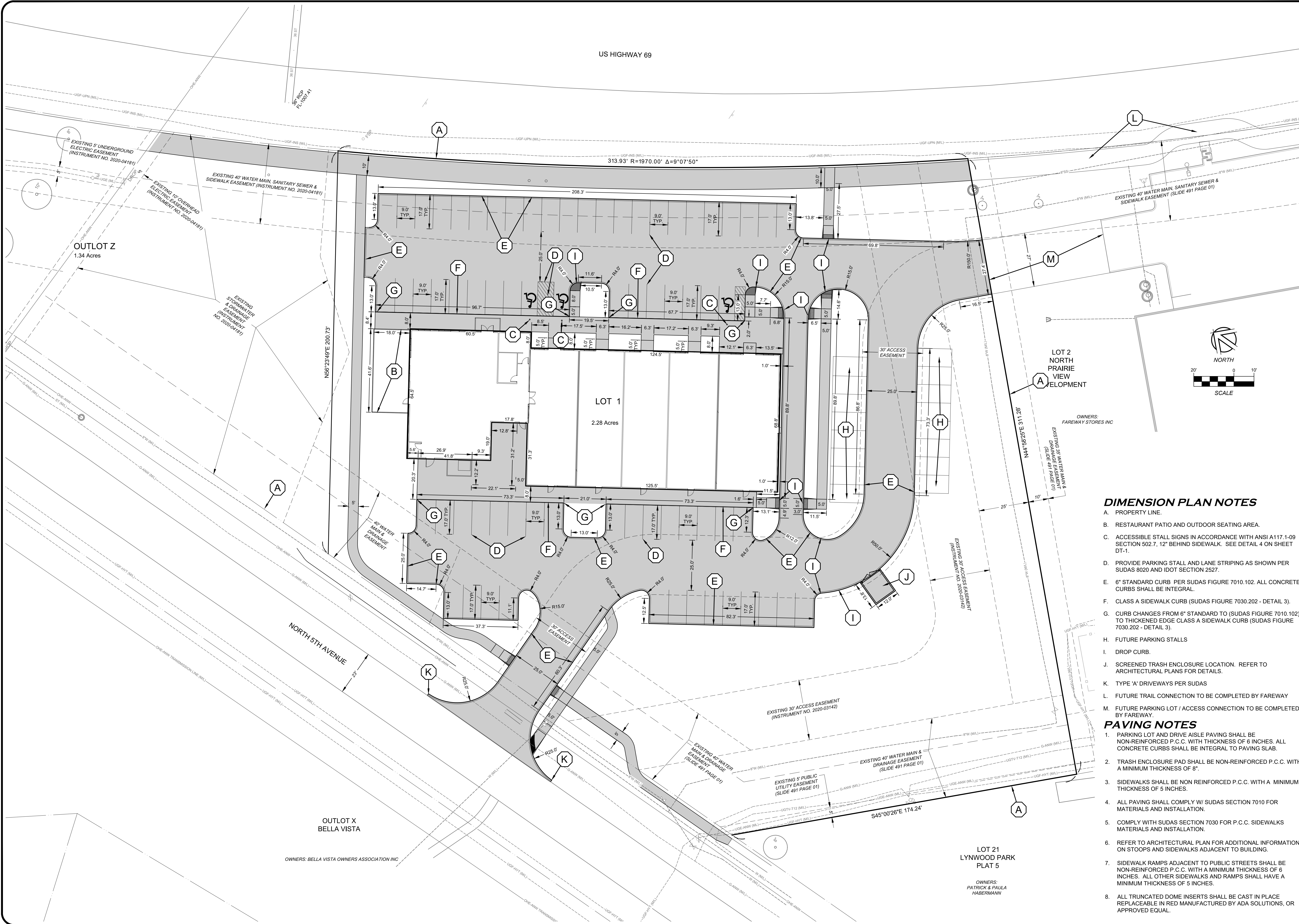
CE, NILES ASSOCIATES, INC., WAIVES ANY AND ALL RESPONSIBILITY AND LIABILITY FOR ANY PROBLEMS WHICH ARISE FROM FAILURE TO OBTAIN AND/OR FOLLOW THE ENGINEER'S ADVANCEMENT WITH RESPECT TO ANY ERRORS, OMISSIONS, INCONSISTENCIES, AMBIGUITIES, OR CONFLICTS WITH ANY OTHERS, INCLUDING THE CONTRACT DOCUMENTS, AND ANY OTHERS.

LOT 1, NORTH PRAIRIE VIEW DEVELOPMENT PLAT 2

EXISTING CONDITIONS & REMOVALS PLAN

NAI NO.:	18181
DATE:	4/16/21
DRAWN BY:	ADS
CHECKED BY:	JTN
SHEET SIZE:	24" X 36"
SHEET TITLE:	SO-1
SHEET NO.:	2/9

NILLES ASSOCIATES
1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50023-2555
(515) 965-0123 phone • (515) 965-3232 fax
Civil Engineering • Land Surveying
Landscape Architecture



DIMENSION PLAN NOTES

- A. PROPERTY LINE.
- B. RESTAURANT PATIO AND OUTDOOR SEATING AREA.
- C. ACCESSIBLE STALL SIGNS IN ACCORDANCE WITH ANSI A117.1-09 SECTION 502.7, 12" BEHIND SIDEWALK. SEE DETAIL 4 ON SHEET DT-1.
- D. PROVIDE PARKING STALL AND LANE STRIPING AS SHOWN PER SUDAS 8020 AND IDOT SECTION 2527.
- E. 6" STANDARD CURB PER SUDAS FIGURE 7010.102. ALL CONCRETE CURBS SHALL BE INTEGRAL.
- F. CLASS A SIDEWALK CURB (SUDAS FIGURE 7030.202 - DETAIL 3).
- G. CURB CHANGES FROM 6" STANDARD TO (SUDAS FIGURE 7010.102) TO THICKENED EDGE CLASS A SIDEWALK CURB (SUDAS FIGURE 7030.202 - DETAIL 3).
- H. FUTURE PARKING STALLS
- I. DROP CURB.
- J. SCREENED TRASH ENCLOSURE LOCATION. REFER TO ARCHITECTURAL PLANS FOR DETAILS.
- K. TYPE 'A' DRIVEWAYS PER SUDAS
- L. FUTURE TRAIL CONNECTION TO BE COMPLETED BY FAREWAY
- M. FUTURE PARKING LOT / ACCESS CONNECTION TO BE COMPLETED BY FAREWAY.

PAVING NOTES

- 1. PARKING LOT AND DRIVE AISLE PAVING SHALL BE NON-REINFORCED P.C.C. WITH THICKNESS OF 6 INCHES. ALL CONCRETE CURBS SHALL BE INTEGRAL TO PAVING SLAB.
- 2. TRASH ENCLOSURE PAD SHALL BE NON-REINFORCED P.C.C. WITH A MINIMUM THICKNESS OF 8".
- 3. SIDEWALKS SHALL BE NON REINFORCED P.C.C. WITH A MINIMUM THICKNESS OF 5 INCHES.
- 4. ALL PAVING SHALL COMPLY W/ SUDAS SECTION 7010 FOR MATERIALS AND INSTALLATION.
- 5. COMPLY WITH SUDAS SECTION 7030 FOR P.C.C. SIDEWALKS MATERIALS AND INSTALLATION.
- 6. REFER TO ARCHITECTURAL PLAN FOR ADDITIONAL INFORMATION ON STOOPS AND SIDEWALKS ADJACENT TO BUILDING.
- 7. SIDEWALK RAMPS ADJACENT TO PUBLIC STREETS SHALL BE NON-REINFORCED P.C.C. WITH A MINIMUM THICKNESS OF 6 INCHES. ALL OTHER SIDEWALKS AND RAMPS SHALL HAVE A MINIMUM THICKNESS OF 5 INCHES.
- 8. ALL TRUNCATED DOME INSERTS SHALL BE CAST IN PLACE REPLACEABLE IN RED MANUFACTURED BY ADA SOLUTIONS, OR APPROVED EQUAL.

PRELIMINARY - NOT FOR CONSTRUCTION

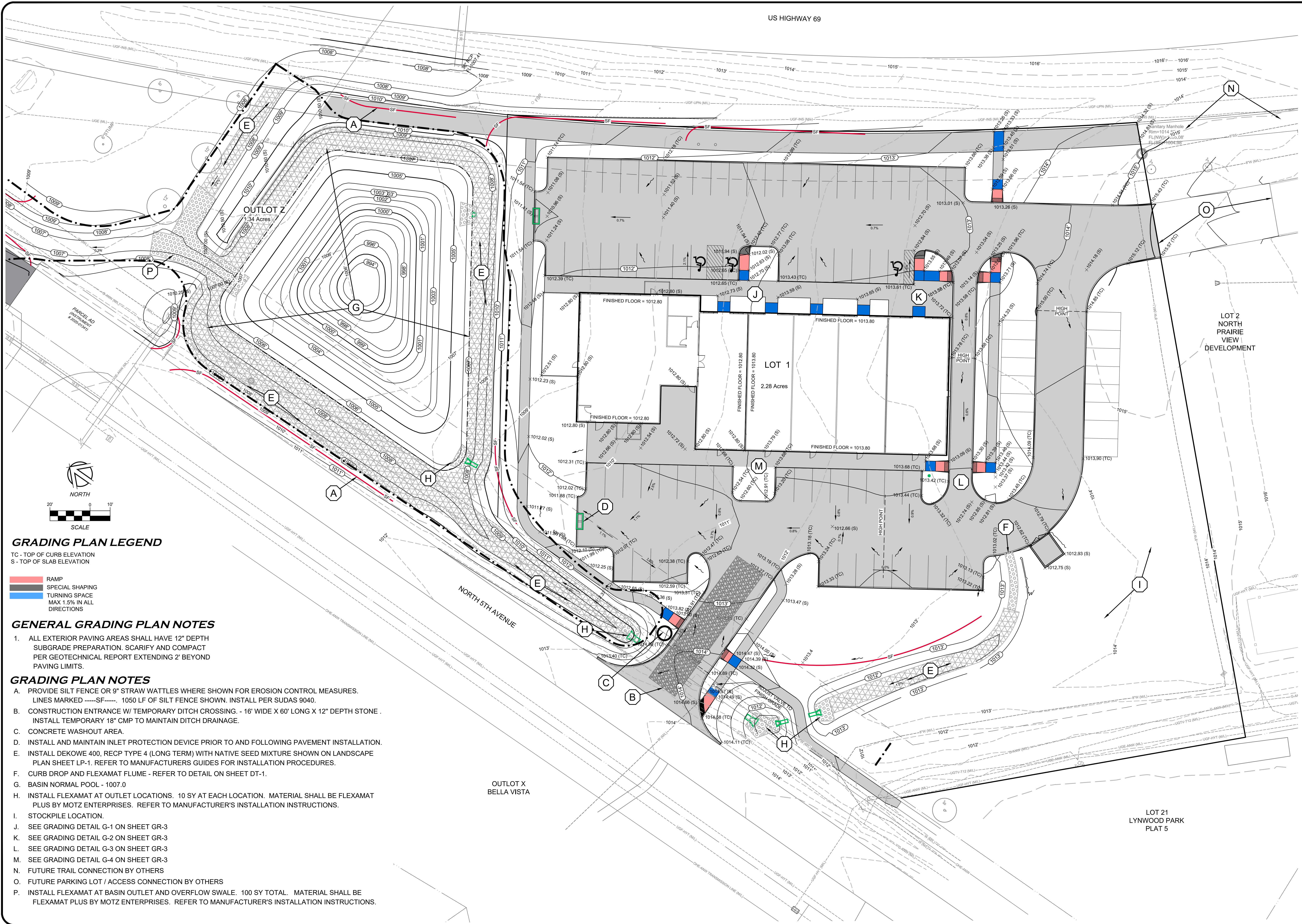
REVISIONS:
1) 05/10/2021 - REVISIONS PER CITY OF HUXLEY COMMENTS
2) 05/10/2021 - REVISIONS PER CITY OF HUXLEY COMMENTS
3) 05/10/2021 - REVISIONS PER CITY OF HUXLEY COMMENTS
4) 05/10/2021 - REVISIONS PER CITY OF HUXLEY COMMENTS
5) 05/10/2021 - REVISIONS PER CITY OF HUXLEY COMMENTS
6) 05/10/2021 - REVISIONS PER CITY OF HUXLEY COMMENTS
7) 05/10/2021 - REVISIONS PER CITY OF HUXLEY COMMENTS

LOT 1, NORTH PRAIRIE VIEW DEVELOPMENT PLAT 2

DIMENSION PLAN

PROJECT NAME	LOT 1, NORTH PRAIRIE VIEW DEVELOPMENT PLAT 2
DATE	4/16/21
DRAWN BY	ADS
CHECKED BY	JTN
SHEET NO.	3/9
SHEET TITLE	DP-1
SHEET NO.	3/9

1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50023-2555
(515) 965-0123 phone - (515) 965-3322 fax
NILES ASSOCIATES
Civil Engineering - Land Surveying
Landscape Architecture



GRADING PLAN LEGEND

TC - TOP OF CURB ELEVATION
S - TOP OF SLAB ELEVATION

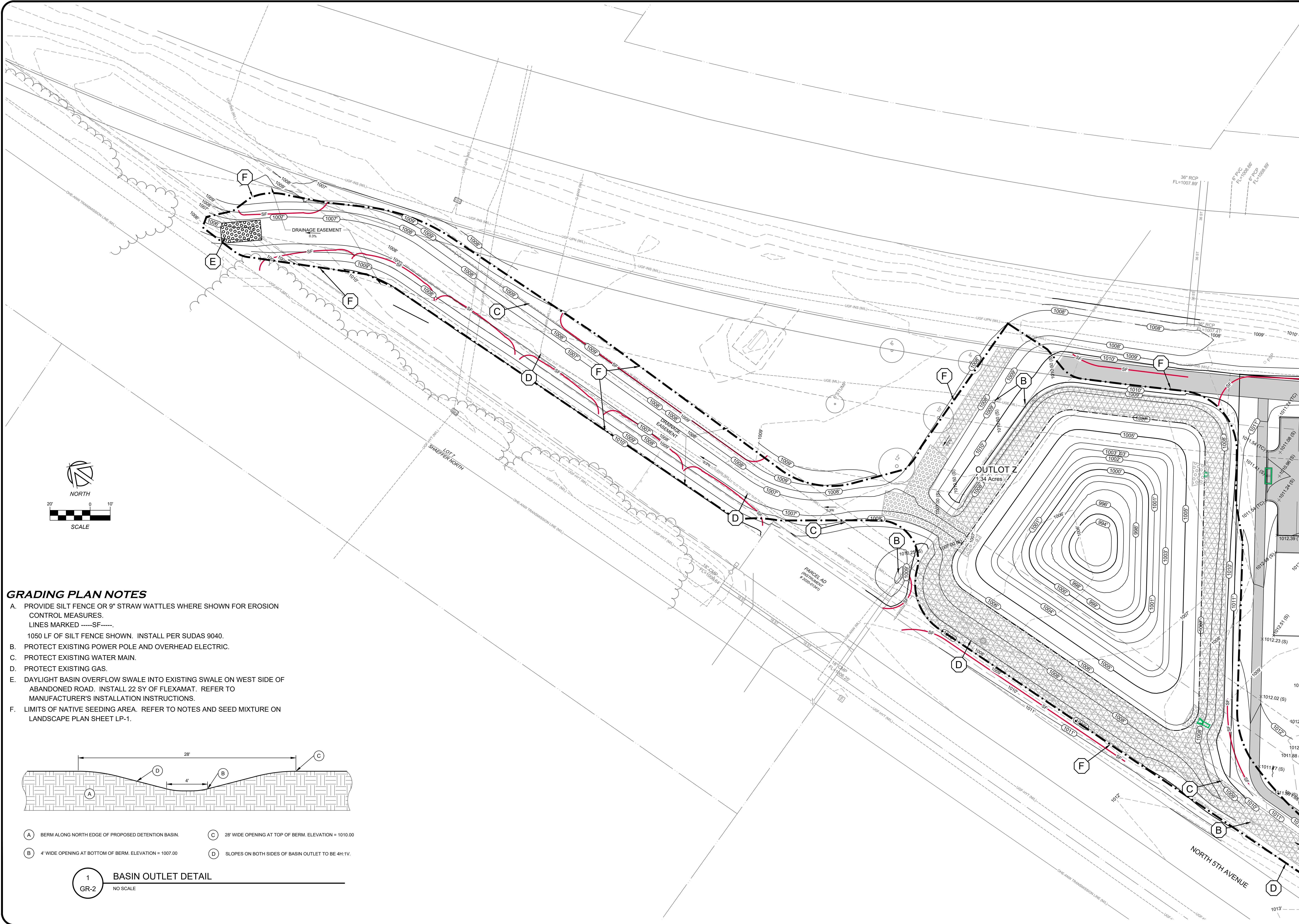
RAMP
SPECIAL SHAPING
TURNING SPACE
MAX 1.5% IN ALL DIRECTIONS

GENERAL GRADING PLAN NOTES

- ALL EXTERIOR PAVING AREAS SHALL HAVE 12" DEPTH SUBGRADE PREPARATION. SCARIFY AND COMPACT PER GEOTECHNICAL REPORT EXTENDING 2' BEYOND PAVING LIMITS.

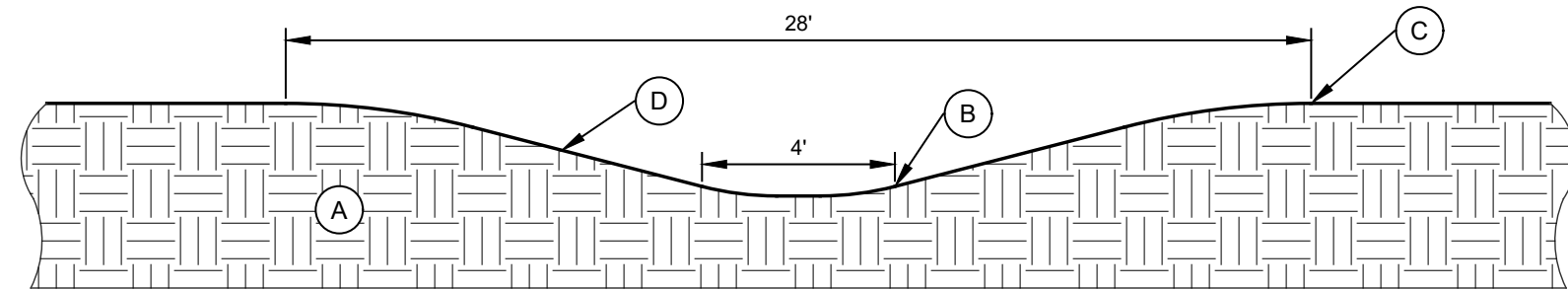
GRADING PLAN NOTES

- PROVIDE SILT FENCE OR 9" STRAW WATTLES WHERE SHOWN FOR EROSION CONTROL MEASURES. LINES MARKED ----SF-----, 1050 LF OF SILT FENCE SHOWN. INSTALL PER SUDAS 9040.
- CONSTRUCTION ENTRANCE W/ TEMPORARY DITCH CROSSING. - 16" WIDE X 60" LONG X 12" DEPTH STONE. INSTALL TEMPORARY 18" CMP TO MAINTAIN DITCH DRAINAGE.
- CONCRETE WASHOUT AREA.
- INSTALL AND MAINTAIN INLET PROTECTION DEVICE PRIOR TO AND FOLLOWING PAVEMENT INSTALLATION.
- INSTALL DEKOWE 400, RECP TYPE 4 (LONG TERM) WITH NATIVE SEED MIXTURE SHOWN ON LANDSCAPE PLAN SHEET LP-1. REFER TO MANUFACTURERS GUIDES FOR INSTALLATION PROCEDURES.
- CURB DROP AND FLEXAMAT FLUME - REFER TO DETAIL ON SHEET DT-1.
- BASIN NORMAL POOL - 1007.0
- INSTALL FLEXAMAT AT OUTLET LOCATIONS. 10 SY AT EACH LOCATION. MATERIAL SHALL BE FLEXAMAT PLUS BY MOTZ ENTERPRISES. REFER TO MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- STOCKPILE LOCATION.
- SEE GRADING DETAIL G-1 ON SHEET GR-3
- SEE GRADING DETAIL G-2 ON SHEET GR-3
- SEE GRADING DETAIL G-3 ON SHEET GR-3
- SEE GRADING DETAIL G-4 ON SHEET GR-3
- FUTURE TRAIL CONNECTION BY OTHERS
- FUTURE PARKING LOT / ACCESS CONNECTION BY OTHERS
- INSTALL FLEXAMAT AT BASIN OUTLET AND OVERFLOW SWALE. 100 SY TOTAL. MATERIAL SHALL BE FLEXAMAT PLUS BY MOTZ ENTERPRISES. REFER TO MANUFACTURER'S INSTALLATION INSTRUCTIONS.



GRADING PLAN NOTES

- PROVIDE SILT FENCE OR 9" STRAW WATTLES WHERE SHOWN FOR EROSION CONTROL MEASURES.
LINES MARKED -----SF-----,
1050 LF OF SILT FENCE SHOWN. INSTALL PER SUDAS 9040.
- PROTECT EXISTING POWER POLE AND OVERHEAD ELECTRIC.
- PROTECT EXISTING WATER MAIN.
- PROTECT EXISTING GAS.
- DAYLIGHT BASIN OVERFLOW SWALE INTO EXISTING SWALE ON WEST SIDE OF ABANDONED ROAD. INSTALL 22 SY OF FLEXAMAT. REFER TO MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- LIMITS OF NATIVE SEEDING AREA. REFER TO NOTES AND SEED MIXTURE ON LANDSCAPE PLAN SHEET LP-1.



- | | |
|--|--|
| (A) BERM ALONG NORTH EDGE OF PROPOSED DETENTION BASIN. | (C) 28' WIDE OPENING AT TOP OF BERM. ELEVATION = 1010.00 |
| (B) 4' WIDE OPENING AT BOTTOM OF BERM. ELEVATION = 1007.00 | (D) SLOPES ON BOTH SIDES OF BASIN OUTLET TO BE 4H:1V. |

1 BASIN OUTLET DETAIL
GR-2 NO SCALE

PRELIMINARY - NOT FOR CONSTRUCTION

REVISIONS:
1) 10/20/2021 - REVISIONS PER CITY OF HUXLEY COMMENTS
2) 05/18/2021 - REVISIONS PER CITY OF HUXLEY COMMENTS
3) 10/20/2021 - REVISIONS PER CITY OF HUXLEY COMMENTS
4) 10/20/2021 - REVISIONS PER CITY OF HUXLEY COMMENTS
5) 10/20/2021 - REVISIONS PER CITY OF HUXLEY COMMENTS
6) 10/20/2021 - REVISIONS PER CITY OF HUXLEY COMMENTS
7) 10/20/2021 - REVISIONS PER CITY OF HUXLEY COMMENTS

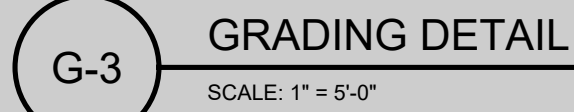
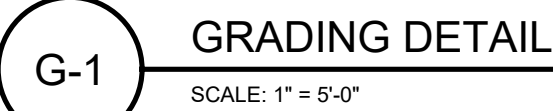
NOTE: NILES ASSOCIATES, INC. WANTS ANY AND ALL REVISIONS TO THIS PLAN TO BE MADE BEFORE THE PLAN IS SUBMITTED TO THE CITY OF HUXLEY FOR REVIEW. THE ENGINEER'S INTENT IS TO PROVIDE A PLAN THAT IS ACCURATE AND TO BE USED AS A GUIDE FOR CONSTRUCTION. THE ENGINEER'S INTENT IS NOT TO BE USED AS A GUIDE FOR CONSTRUCTION. THE ENGINEER'S INTENT IS NOT TO BE USED AS A GUIDE FOR CONSTRUCTION. THE ENGINEER'S INTENT IS NOT TO BE USED AS A GUIDE FOR CONSTRUCTION.

LOT 1, NORTH PRAIRIE VIEW DEVELOPMENT PLAT 2

PROJECT NAME
DESCRIPTION

NAI NO.	18181
DATE	4/16/21
DRAWN BY	ADS
CHECKED BY	JTN
SHEET NO.	5/9

NILES ASSOCIATES
1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50023-2555
(515) 965-0123 phone - (515) 965-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture



1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50023-2555
5) 965-0123 phone - (515) 965-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture

NILLES ASSOCIATES

REVISIONS:

1.)	05/12/2021 -	REVISIONS PER CITY OF HUXLEY COMMENTS
2.)	05/19/2021 -	REVISIONS PER CITY OF HUXLEY COMMENTS
3.)		
4.)		
5.)		
6.)		
7.)		

NOTICE: NILLES ASSOCIATES, INC. WAIVES ANY AND ALL RESPONSIBILITY AND LIABILITY FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THESE PLANS, SPECIFICATIONS, AND THE ENGINEERING INTENT THEY CONVEY, OR FOR PROBLEMS WHICH ARISE FROM FAILURE TO OBTAIN AND/OR FOLLOW THE ENGINEER'S GUIDANCE WITH RESPECT TO ANY ERRORS, OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR CONFLICTS WHICH ARE ALLEGED.

LOT 1, NORTH PRAIRIE VIEW DEVELOPMENT PLAT 2
HUXLEY, IOWA

GRADING PLAN DETAILS

PROJECT NAME:	DESCRIPTION:
NAI NO.:	18181
DATE:	4/16/21
DRAWN BY:	ADS
CHECKED BY:	JTN
SHEET SIZE:	24" X 36"
SHEET TITLE:	GR-3
SHEET NO.:	6 / 9

UTILITY PLAN NOTES

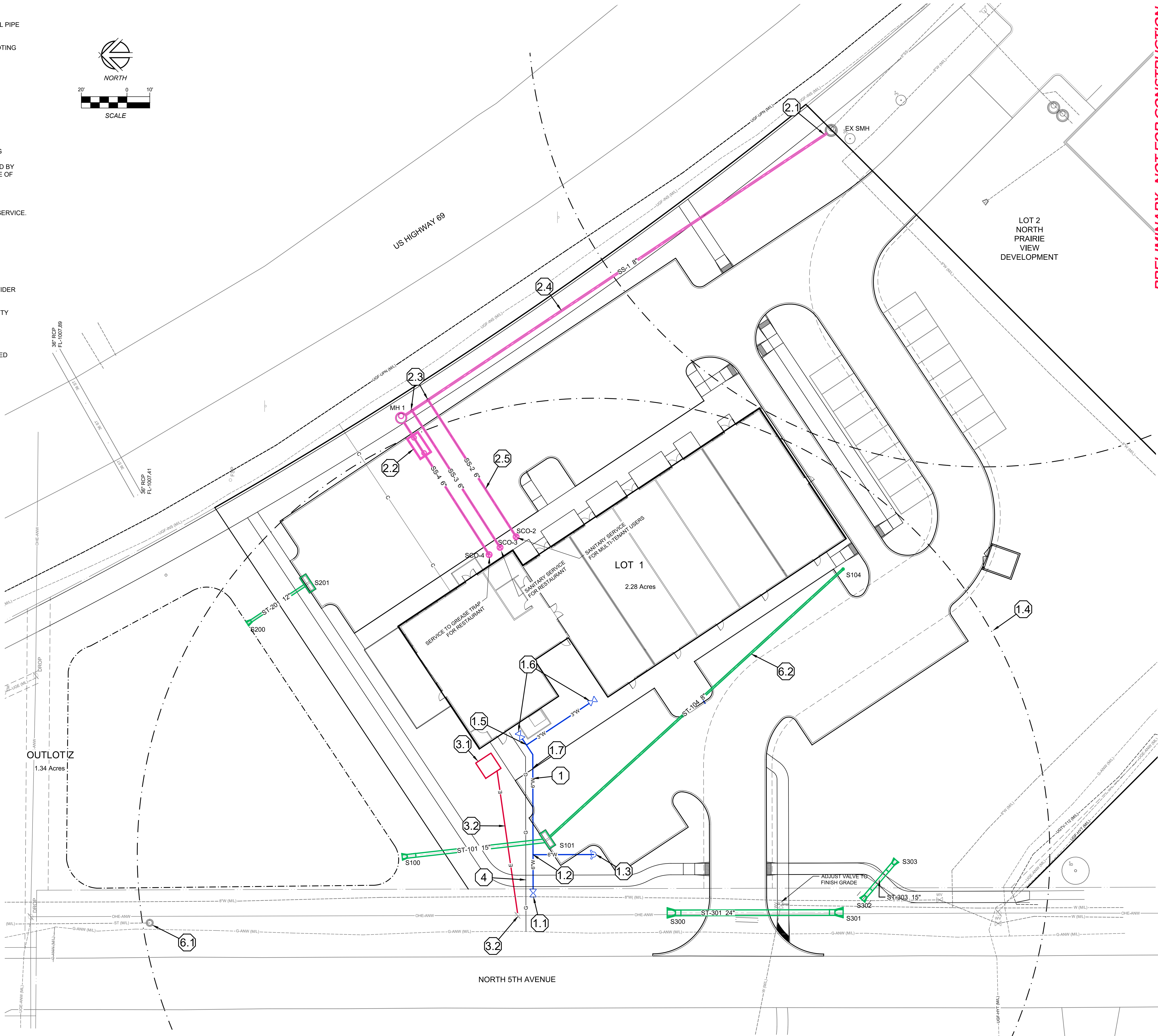
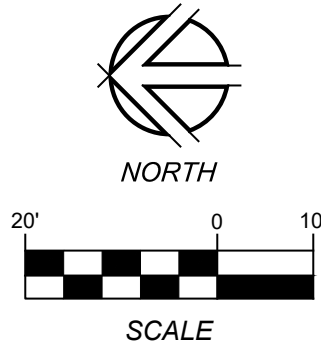
1. WATER MAIN SERVICE. 95 LF TOTAL 6" WATER MAIN AND 45 LF TOTAL 3" WATER MAIN. INSTALL PIPE AND FITTINGS PER SUDAS 5010, 5020, 2015 INTERNATIONAL FIRE CODE, AND CITY OF HUXLEY REQUIREMENTS. MAINTAIN DEPTH OF 5.5 FEET MINIMUM. CONSULT BUILDING PLANS FOR FOOTING DEPTH AND EXTENSION OF SERVICES TO METERS.
 - 1.1. 8" TAPPING VALVE AND SLEEVE.
 - 1.2. 6"x6"x6" TEE.
 - 1.3. FIRE HYDRANT ASSEMBLY
 - 1.4. 200' FIRE HYDRANT COVERAGE RADIUS
 - 1.5. 6"x3"x3" TEE
 - 1.6. 3" GATE VALVE.
 - 1.7. INSTALL "WATT'S RP2 BACKFLOW ASSEMBLY" ON WATER SERVICE.
2. SANITARY SEWER WORK AND MATERIALS SHALL CONFORM TO SUDAS 4010.
 - 2.1. CORE DRILL AND CONNECT PROPOSED 8" SANITARY SEWER TO EXISTING MANHOLE USING TRELLEBORG KOR-N-SEAL OR APPROVED EQUAL. INV - 1005.08
 - 2.2. SANITARY SEWER GREASE INTERCEPTOR. TANK SHALL BE 1500 GALLONS MANUFACTURED BY LISTER INDUSTRIES OR APPROVED EQUAL. EXTEND ACCESS MANHOLES TO FINISH GRADE OF PARKING LOT AND PROVIDE INTERNAL VENTING.
 - 2.3. SANITARY SEWER SERVICE WYE.
 - 2.4. SANITARY SEWER MAIN TO BE PVC TRUSS PIPE.
 - 2.5. SANITARY SEWER SERVICES TO BE PVC SDR 23.5 PIPE.
 - 2.6. INSTALL TRACER WIRE ALONG SANITARY SEWER MAIN. LOOP TRACER WIRE DOWN EACH SERVICE. TERMINATE TRACER WIRE AT FLUSH MOUNTED TRACER WIRE BOX (DRAINAGE & WATER SOLUTIONS FIGURE NO. TWAB).
3. ELECTRIC SERVICE. COORDINATE TRANSFORMER LOCATION AND CONNECTION TO EXISTING ELECTRIC SERVICE WITH ALLIANT ENERGY.
 - 3.1. TRANSFORMER LOCATION
 - 3.2. BUILDING ELECTRIC SERVICE
4. PROPOSED GAS SERVICE - FINAL ROUTE AND LOCATION TO BE DETERMINED BY UTILITY PROVIDER AND COORDINATED WITH MR PROPERTIES FOR INSTALLATION.
5. PROPOSED COMMUNICATION LINE - FINAL ROUTE AND LOCATION TO BE DETERMINED BY UTILITY PROVIDER AND COORDINATED WITH MR PROPERTIES FOR INSTALLATION.
6. STORM SEWER. ALL WORK AND MATERIALS SHALL CONFORM TO SUDAS 4020, 4030, & 6010
 - 6.1. REMOVE EXISTING BEEHIVE INTAKE AND REPLACE WITH CLEANOUT.
 - 6.2. CONNECT BUILDING ROOF DRAINS TO 8" STORM SEWER USING INSERT-A-TEE OR APPROVED EQUAL. REFER TO BUILDING PLANS FOR LOCATIONS.

STORM STRUCTURE TABLE				
NAME	DESCRIPTION	RIM/TC	INVERT	
S100	15" APRON WITH GUARD AND FOOTING		INV 1007.00 (ST-101)	
S101	(SW-505) DOUBLE GRATE INTAKE	1011.40	INV 1007.48 (ST-104)	
S104	STORM SEWER CLEANOUT	1013.56	INV 1010.63 (ST-104)	
S200	12" APRON WITH GUARD AND FOOTING		INV 1007.00 (ST-201)	
S201	(SW-505) DOUBLE GRATE INTAKE	1011.41	INV 1007.31 (ST-201)	
S300	24" RCP APRON WITH GUARD AND FOOTING		INV 1009.29 (ST-301)	
S301	24" RCP APRON WITH GUARD AND FOOTING		INV 1010.64 (ST-301)	

STORM PIPE TABLE					
NAME	SIZE	LENGTH	SLOPE	INLET INVERT	OUTLET INVERT
ST-101	15"	63 LF	0.60%	1007.38	1007.00
ST-104	8"	177 LF	1.78%	1010.63	1007.48
ST-201	12"	31 LF	1.00%	1007.31	1007.00
ST-301	24" RCP	77 LF	1.75%	1010.64	1009.29
ST-303	15" RCP	23 LF	2.05%	1011.17	1010.70

SANITARY SEWER PIPE TABLE					
NAME	SIZE	LENGTH	SLOPE	INLET INVERT	OUTLET INVERT
SS-1	8" PVC	211 LF	0.60%	1006.34	1005.08
SS-2	6" PVC	71 LF	1.00%	1007.05	1006.34
SS-3	6" PVC	71 LF	1.00%	1007.10	1006.39
SS-4	6" PVC	71 LF	1.00%	1007.23	1006.52

SANITARY SEWER STRUCTURE TABLE				
NAME	DESCRIPTION	RIM	INVERT	
MH 1	SW-301 CIRCULAR SANITARY SEWER MANHOLE	1011.47	INV 1006.42 (SS-1)	
			INV 1006.52 (SS-4)	
SCO-2	(SW-203) SANITARY SEWER CLEANOUT	1012.67	INV 1007.05 (SS-2)	
SCO-3	(SW-203) SANITARY SEWER CLEANOUT	1012.69	INV 1007.10 (SS-3)	
SCO-4	(SW-203) SANITARY SEWER CLEANOUT	1012.72	INV 1007.23 (SS-4)	



PRELIMINARY - NOT FOR CONSTRUCTION

REVISIONS
1 12/20/2021 REVISIONS PER CITY OF HUXLEY COMMENTS
2 10/10/2021 REVISIONS PER CITY OF HUXLEY COMMENTS
3
4
5
6
7

NOTES: NILES ASSOCIATES, INC. WARRANTS THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND COMPLETE TO THE BEST OF OUR KNOWLEDGE AND BELIEF. THE ENGINEER'S INTENT IS TO PROVIDE A PROFESSIONAL OPINION OF THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE ENGINEER DOES NOT WARRANT OR GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED BY OTHERS. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT.

LOT 1, NORTH PRAIRIE VIEW DEVELOPMENT PLAT 2

UTILITY PLAN

PROJECT NAME: LOT 1, NORTH PRAIRIE VIEW DEVELOPMENT PLAT 2
N/AI NO.: 18181
DATE: 4/16/21
DRAWN BY: ADS
CHECKED BY: JTN
SHEET SIZE: 24" X 36"
SHEET TITLE: UP-1
SHEET NO.: 7/9

1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50023-2555
(515) 965-0123 phone - (515) 965-3322 fax
NILES ASSOCIATES
Civil Engineering - Land Surveying
Landscape Architecture

GENERAL LANDSCAPING NOTES

1. ALL PLANT MATERIAL AND PLANTING SHALL BE IN ACCORDANCE WITH DIVISION 9-SECTION 9030 OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL (SUDAS) OMITTING PARTS 2.08 AND 3.09 (TREE WRAPPING) AND SUBJECT TO THE FOLLOWING NOTES.
2. NO SUBSTITUTIONS IN SPECIES LISTED WILL BE ACCEPTED WITHOUT APPROVAL OF THE PROJECT LANDSCAPE ARCHITECT. IF ANY UNAUTHORIZED SUBSTITUTIONS ARE MADE BY THE OWNER OR CONTRACTOR THE PROJECT LANDSCAPE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE GROWTH OR PERFORMANCE OF THE PLANT MATERIAL.
3. PLANTINGS SHALL MEET THE MINIMUM SIZES LISTED UNLESS LARGER CALIPER OR HEIGHTS ARE APPROVED BY THE OWNER AND PROJECT LANDSCAPE ARCHITECT.
4. ALL NURSERY STOCK MUST MEET THE MINIMUM STANDARDS ESTABLISHED IN THE MOST RECENT EDITION OF THE AMERICAN STANDARDS FOR NURSERY STOCK PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSEYMEN.
5. LANDSCAPE CONTRACTOR SHALL ENSURE PLANT MATERIAL RECEIVES ADEQUATE WATERING FOR A MINIMUM OF 30 DAYS AFTER PLANTING AND CONTINUING UNTIL SELF-SUFFICIENT.
6. PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM THE TIME OF INSTALLATION. SEE PLANTING DETAILS FOR ADDITIONAL PLANTING INSTRUCTION.
7. DECIDUOUS TREES IN EXCESS OF 2" CALIPER AND CONIFEROUS TREES IN EXCESS OF 6 FEET IN HEIGHT SHALL BE STAKED OR GUYED. STAKING PROCEDURE SHALL ENSURE TRUNKS ARE PROTECTED FROM DAMAGE. STRAPS OR WIRES SHALL NOT BE OVERLY TIGHTENED TO ALLOW FOR SOME LATERAL TRUNK MOVEMENT.
8. ALL DISTURBED AREAS NOT DESIGNATED FOR PLANTING BEDS OR SPECIALTY PLANTING AREAS SHALL BE SEEDED OR SODDED AS DIRECTED BY THE PLAN.
9. SODDING SHALL BE IN ACCORDANCE WITH DIVISION 9 - SECTION 9020 OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL (SUDAS).
10. LAWN SEEDING SHALL BE IN ACCORDANCE WITH DIVISION 9 - SECTION 9010 OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL (SUDAS). TYPE 1 PERMANENT LAWN SEED SHALL BE APPLIED PRIOR TO HYDRAULICALLY APPLIED BFM MULCH.
11. NATIVE SEEDING SHALL BE IN ACCORDANCE WITH DIVISION 9 - SECTION 9010 OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL (SUDAS). CUSTOM NATIVE WET SEED MIXTURE SHOWN ON PLANS SHALL BE APPLIED PRIOR TO HYDRAULICALLY APPLIED BFM MULCH.
12. ALL PLANTING BEDS DESIGNATED FOR MULCH INCLUDING AREAS AROUND TREES & SHRUBS SHALL BE 3" DEPTH SHREDDED HARDWOOD - 4" DIAMETER (TREES) AND 2" DIAMETER (SHRUBS). A PRE-EMERGENT SUCH AS "PREEM" OR APPROVED EQUAL HERBICIDE SHALL BE APPLIED AT THE MANUFACTURER'S RECOMMENDED RATE IMMEDIATELY AFTER MULCHING.

LANDSCAPING CALCULATIONS

SCREENING REQUIREMENT
LANDSCAPE SCREENING BETWEEN COMMERCIAL ZONED LOADING AND PARKING AREAS AND RESIDENTIAL ZONING.

SETBACK REQUIREMENT
25' FRONT SETBACK.

PARKING LOT SHADING
ONE PARKING LOT ISLAND WITH LANDSCAPING FOR EVERY TWENTY PARKING STALLS. 49 STALLS / 20 STALLS = 3 REQUIRED ISLANDS. 6 ISLANDS PROVIDED.

PLANTING SCHEDULE

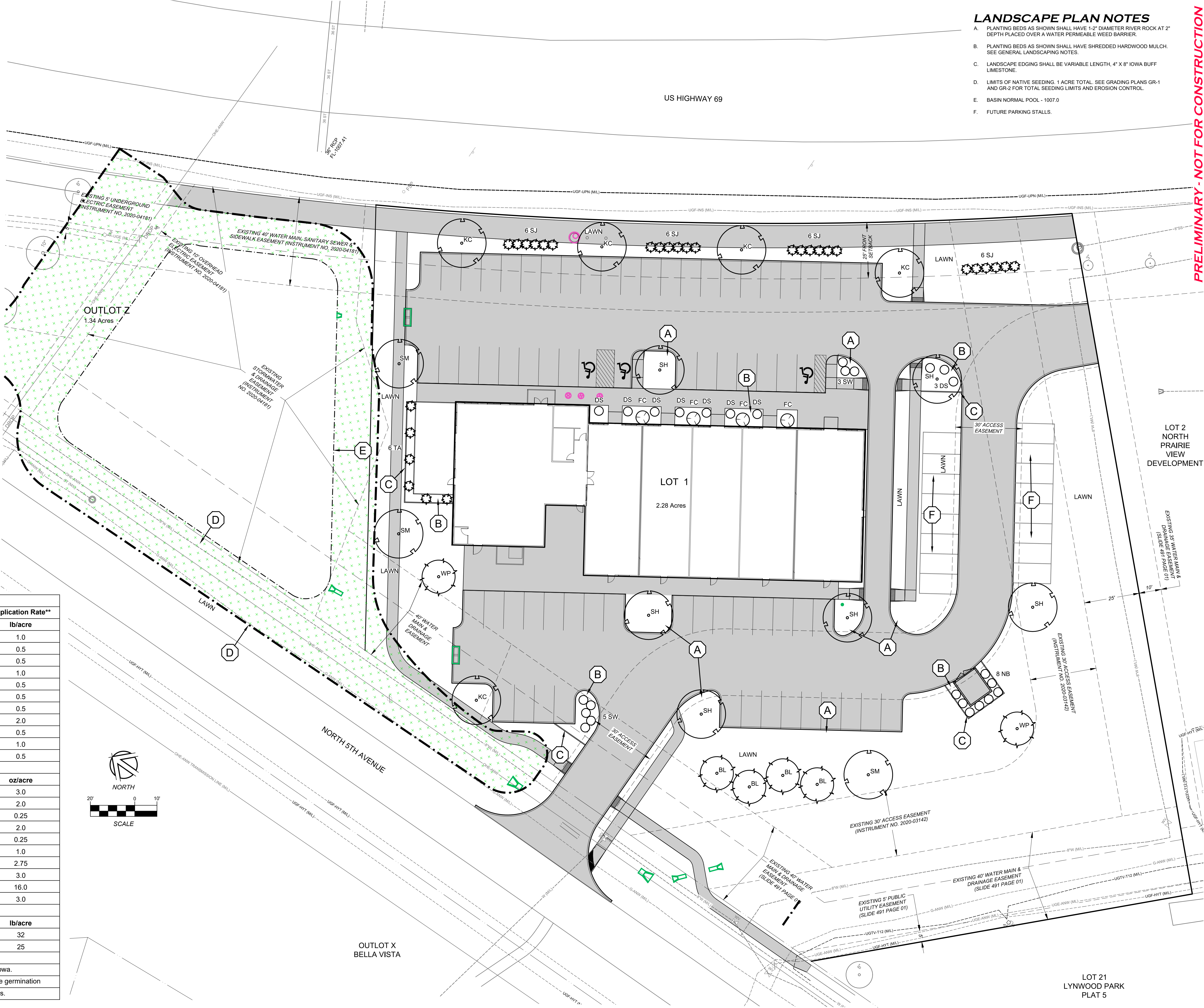
TREES & SHRUBS

Key	Common / Scientific name	Minimum Size	No.	Root Comment
SM	Fall Fiesta Sugar Maple <i>Acer saccharum 'Baller'</i> / FALL FIESTA	2" Caliper	3	B&B or Container
SH	Skyline Honey Locust <i>Gleditsia inaequalis</i> / nana 'Savate'	2" Caliper	6	B&B or Container
KC	Kentucky Coffee Tree Espresso <i>Gymnocladia dioica</i>	2" Caliper	5	B&B or Container
BL	Blue Spruce <i>Picea pungens</i>	6" Height	4	B & B or SPADE
WP	White Pine <i>Pinus strobus</i>	6" Height	2	B & B or SPADE
FC	Golden Mop Threadleaf False Cypress <i>Chamaecyparis platensis 'Golden Mop'</i>	18-24" Height	4	Container
SJ	Sea Green Juniper <i>Juniperus horizontalis 'Sea Green'</i>	18-24" Height	24	Container
NB	Northern Bayberry <i>Myrica pensylvanica</i>	24" Height	8	Container
SW	Sherandeah Switchgrass <i>Panicum virgatum 'Sherandeah'</i>	24" Height	8	Container
DS	Dwarf Froebel Spiraea <i>Spiraea x burbankii 'Dwarf Froebel'</i> or 'Gumball'	24" Height	10	Container
TA	Emerald Green Arborvitae <i>Thuja occidentalis 'Emerald Green'</i>	24" Height	6	B & B or SPADE

NATIVE WET SEED MIXTURE PER 1.0 ACRE		
Common Name	Scientific Name	Application Rate**
Grasses		
Big Bluestem	Andropogon gerardii	1.0 lb/acre
Blue Joint Grass	Calamagrostis canadensis	0.5
Brown Fox sedge	Carex vulpinoidea	0.5
Canada Wild Rye	Elymus canadensis	1.0
Dark-green Bulrush	Scirpus atrovirens	0.5
Field oval sedge	Carex molesta	0.5
Prairie Cordgrass	Spartina pectinata	0.5
Side Oats Grama	Bouteloua curtipendula	2.0
Switchgrass	Panicum virgatum	0.5
Virginia Wild Rye	Elymus virginicus	1.0
Yellow Fox Sedge	Carex annectens	0.5
Forbs (Wildflowers)		
Black-eyed Susan	Rudbeckia hirta	3.0 oz/acre
Blue Vervain	Verbena hastata	2.0
Common Mt. Mint	Pycnanthemum virginianum	0.25
Foxglove Beardtongue	Penstemon digitalis	2.0
Grass-leaved Goldenrod	Euthamia graminifolia	0.25
Great Blue Lobelia	Lobelia siphilitica	1.0
Grey-headed Coneflower	Ratibida pinnata	2.75
Ironweed	Veronica fasciculata	3.0
Partridge Pea	Chamaecrista fasciculata	16.0
Wild Bergamot	Monarda fistulosa	3.0
Nurse Crop		
Oats (spring seeding - April 1 to June 30)		32 lb/acre
Winter Wheat (dormant/frost seeding - November 1 to March 31)		25
* Furnish seed certified as Source Identified Class (Yellow Tag) Source G0-Iowa.		
**Seeding rates for native grass and forb species are given in PLS. Either the germination test or Tetrazolium (TZ) test is acceptable to determine PLS for native species.		

LANDSCAPE PLAN NOTES

- A. PLANTING BEDS AS SHOWN SHALL HAVE 1-2" DIAMETER RIVER ROCK AT 2" DEPTH PLACED OVER A WATER PERMEABLE WEED BARRIER.
- B. PLANTING BEDS AS SHOWN SHALL HAVE SHREDDED HARDWOOD MULCH. SEE GENERAL LANDSCAPING NOTES.
- C. LANDSCAPE EDGING SHALL BE VARIABLE LENGTH, 4" X 8" IOWA BUFF LIMESTONE.
- D. LIMITS OF NATIVE SEEDING: 1 ACRE TOTAL. SEE GRADING PLANS GR-1 AND GR-2 FOR TOTAL SEEDING LIMITS AND EROSION CONTROL.
- E. BASIN NORMAL POOL - 1007.0
- F. FUTURE PARKING STALLS.



PRELIMINARY - NOT FOR CONSTRUCTION

1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50023-2555
(515) 965-0123 phone • (515) 965-3322 fax
Civil Engineering • Land Surveying
Landscape Architecture

REVISIONS:
1) 10/20/2021 - REVISIONS PER CITY OF HUXLEY COMMENTS
2) 05/10/2021 - REVISIONS PER CITY OF HUXLEY COMMENTS
3) 11/11/2021 - REVISIONS PER CITY OF HUXLEY COMMENTS
4) 11/11/2021 - REVISIONS PER CITY OF HUXLEY COMMENTS
5) 11/11/2021 - REVISIONS PER CITY OF HUXLEY COMMENTS
6) 11/11/2021 - REVISIONS PER CITY OF HUXLEY COMMENTS
7) 11/11/2021 - REVISIONS PER CITY OF HUXLEY COMMENTS

NOTES: NILES ASSOCIATES, INC. WAIVES ANY AND ALL LIABILITY FOR ANY AND ALL DAMAGES AND LOSSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES, ARISING FROM ANY NEGLIGENCE OR OMISSIONS, INCONSISTENCIES, AMBIGUITIES, OR CONFLICTS WHICH ARE ALLEGED.

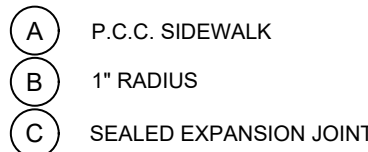
LOT 1, NORTH PRAIRIE VIEW DEVELOPMENT PLAT 2

LANDSCAPE PLAN

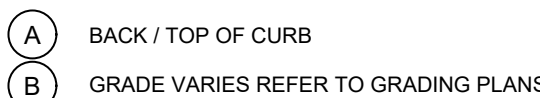
PROJECT NAME: LOT 1, NORTH PRAIRIE VIEW DEVELOPMENT PLAT 2
N/AI NO.: 18181
DATE: 4/16/21
DRAWN BY: TNB
CHECKED BY: JTN
SHEET SIZE: 24" X 36"
SHEET TITLE: LP-1
SHEET NO.: 8/9



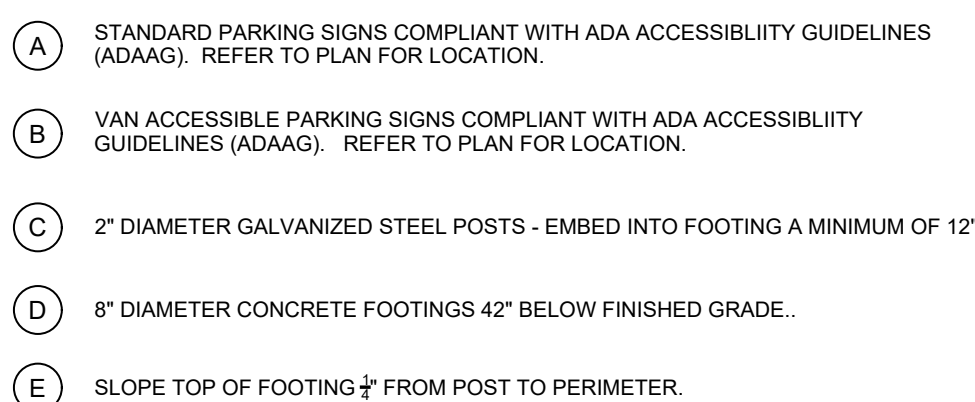
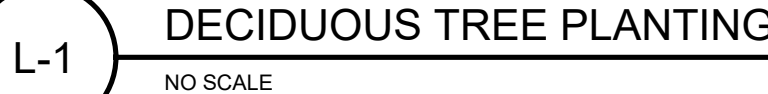
1
DT-1



DT-1



A DT-

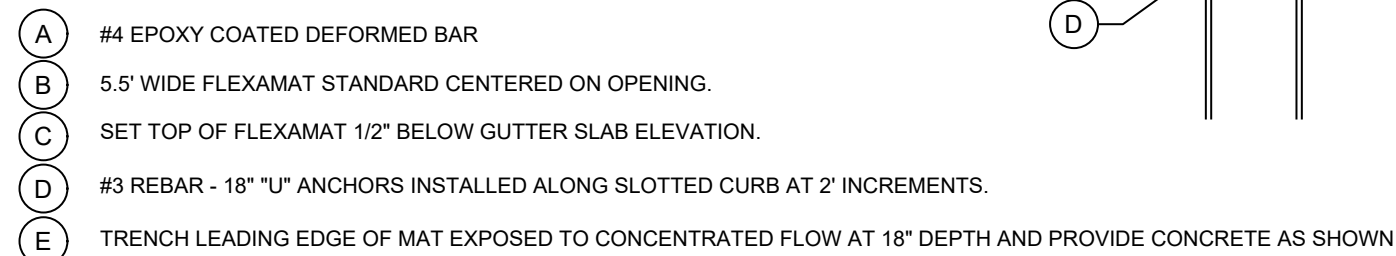


DT-3



5

- OVERLAP. FLIP UPSTREAM MAT BACK 24". EXCAVATE 2.25" OF SOIL 18" FROM END OF UPSTREAM MAT. DOWNSTREAM SECTION IS LAID IN THE SHOULDER. FRENCH, LIGHTLY SPREAD TOPSOIL. OVER INITIAL EDGE OF DOWNSTREAM MAT OVER THE SOIL COVERED INITIAL LEADING EDGE OF DOWNSTREAM MAT.
- INSTALL 18" "U" ANCHORS IN 2' INCREMENTS ACROSS THE OVERLAP. INSTALL ANCHORS DIRECTLY BEHIND BLOCKS. "U" ANCHORS CONSIST OF #3 REBAR "U" ANCHOR WITH 18" LEGS.



NO SCALE

1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50023-2555
5) 965-0123 phone - (515) 965-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture

REVISIONS:

- (.) 05/12/2021 - REVISIONS PER CITY OF HUXLEY COMMENTS
- (.) 05/19/2021 - REVISIONS PER CITY OF HUXLEY COMMENTS
- (.)
- (.)
- (.)
- (.)

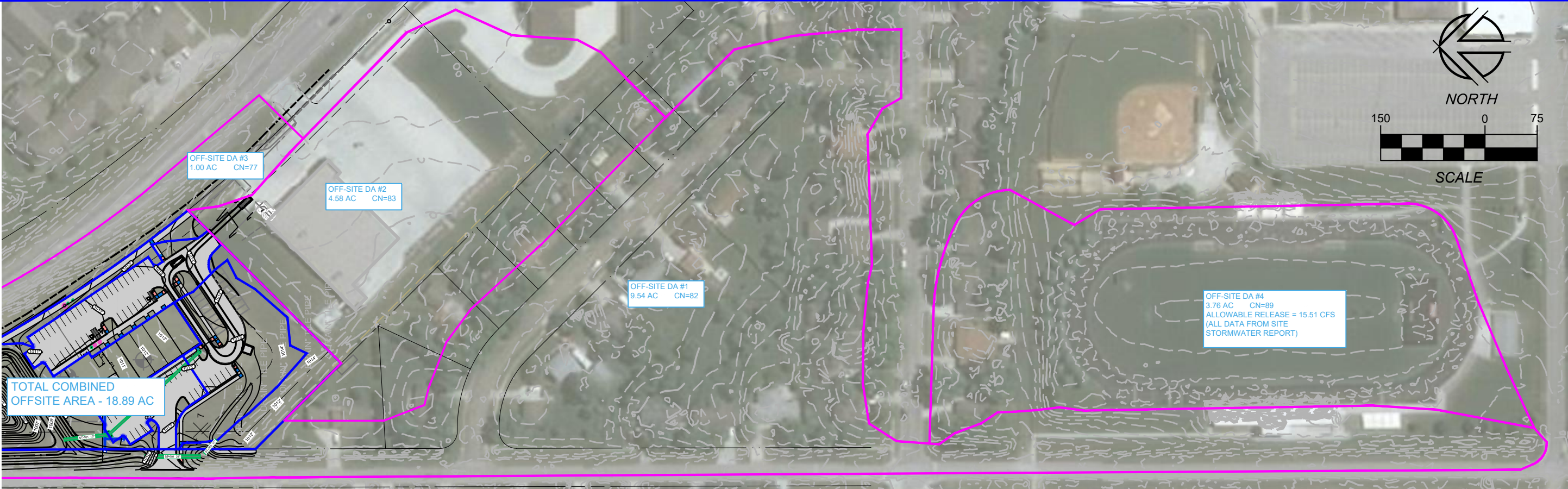
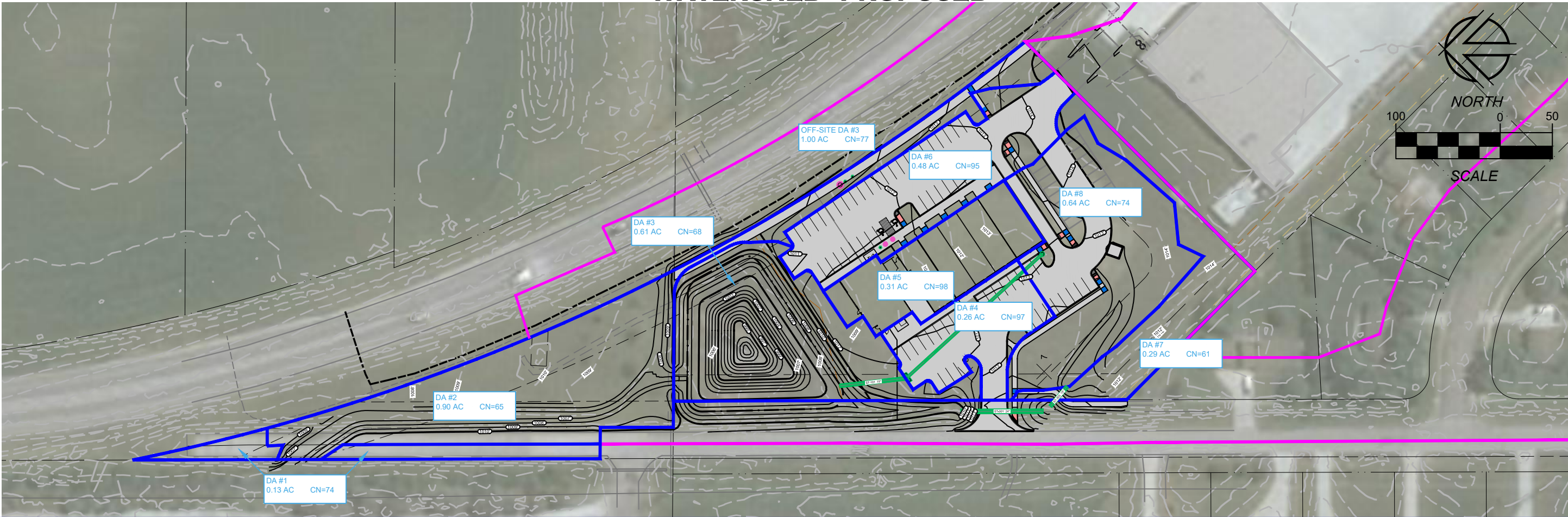
LOT 1, NORTH PRAIRIE VIEW DEVELOPMENT PLAT 2

SITE DETAILS

FILE NO. 10404

DATE:	4/16/21
DRAWN BY:	ADS
CHECKED BY:	JTN
SHEET SIZE:	24" X 36"
SHEET TITLE:	DT-1
SHEET NO.:	9/9

WATERSHED - PROPOSED



PROJECT:	1250 SW STATE STREET SUITE A ANKENY, IOWA 50023-2555 www.nillesinc.com
LOCATION:	HUXLEY, IOWA
DATE:	4/12/2021
CHECKED BY:	JTN
DRAWN BY:	BLH
DWG No.:	1/1
NAI No.:	18181
SHEET TITLE:	WS-1

North Prairie View Plat 2

V:\NAI 2017\Projects 2017\18181\Working\18181-Proposed Watershed.dwg

May 5, 2021

Forrest S. Aldrich
Veenstra & Kimm, Inc.
3000 Westown Parkway
West Des Moines, Iowa 50266-1320

RE: Lot 1, North Prairie View Development Plat 2: Traffic Memo

Forrest:

Below are the anticipated trips generated by this site.

1. Shopping Center

Using the ITE Code 820 for Shopping Center yields the following trips:

- Total Average Weekday Trips = 37.75 trips per 1,000 sq.ft.
 - 8,510 sq.ft. = **322 trips**
- A.M. Peak Hour Trips = 3 trips per 1,000 sq.ft.
 - 8,510 sq.ft. = **26 trips**
- P.M. Peak Hour Trips = 4.21 trips per 1,000 sq.ft.
 - 8,510 sq.ft. = **36 trips**
- Saturday Trips = 46.12 trips per 1,000 sq.ft.
 - 8,510 sq.ft. = **393 trips**
- Saturday, Peak Hour of Generator = 4.50 trips per 1,000 sq.ft.
 - 8,510 sq.ft. = **39 trips**

2. High-Turnover (Sit-Down) Restaurant

Using the ITE Code 932 for High-Turnover (Sit-Down) Restaurant yields the following trips:

- Total Average Weekday Trips = 112.18 trips per 1,000 sq.ft.
 - 3,469 sq.ft. = **390 trips**
 - A.M. Peak Hour Trips = 14.04 trips per 1,000 sq.ft.
 - 3,469 sq.ft. = **49 trips**
 - P.M. Peak Hour Trips = 17.41 trips per 1,000 sq.ft.
 - 3,469 sq.ft. = **61 trips**
 - Saturday Trips = 122.40 trips per 1,000 sq.ft.
 - 3,469 sq.ft. = **425 trips**
 - Saturday, Peak Hour of Generator = 11.19 trips per 1,000 sq.ft.
 - 3,469 sq.ft. = **39 trips**
 -
-

3. **TOTAL**

- Total Average Weekday Trips = **712 trips**
- A.M. Peak Hour Trips = **75 trips**
- P.M. Peak Hour Trips = **97 trips**
- Saturday Trips = **818 trips**
- Saturday Peak Hour of Generator = **78 trips**

Trip Distribution:

We anticipate 25% of traffic will utilize the entrance off of North 5th Avenue. Of this 25%, 100% of the traffic will head south when departing and will be coming from the south when entering.

We anticipate 75% of traffic will utilize the entrance to Fareway to access this property. There will be an even distribution of traffic coming from both the north and south.

May 19, 2021

Forrest S. Aldrich
Veenstra & Kimm, Inc.
3000 Westown Parkway
West Des Moines, Iowa 50266-1320

RE: Lot 1 North Prairie View Development Site Plan 3rd Submittal)

Forrest:

This letter accompanies our second submittal of Pet Parents Site Plan. We have addressed your comments as follows (comments in **Red**):

Site Plan

1. Terminate all tracer wire in flush mounted tracer wire box Drainage & Water Solutions Figure No. TWAB. The full name needs to be called out on Sheet UP-1, note No. 2.6 and/or the detail included in the plan set.

Response: Note 2.6 on sheet UP-1 updated to include full name.

2. Show the location of the existing tile along N. 5th Avenue at the north end of the property. Coordinate with Public Works for an on-site meeting to discuss the tile location. **We have added the existing tile to the site plan as map location using existing records and our surveyors are working with Public Works to meet on site to field locate.**

3. The proposed drainage swale from the culvert under the highway and the proposed drainage swale flowing north from the pond is very flat with a proposed bottom slope of 0.30%. The swales as designed will pond water and will not be mowable for some time after a rain event. These swales need to be tiled, if an outlet can be found or paved with a concrete cunnette. **There is not enough depth to provide a tile. We are proposing a native grass planted ditch in place of a concrete cunnette. The natives will provide a low maintenance solution that will require minimal mowing.**

4. Extend the trail 10 feet wide instead of 8 feet wide along the highway to the north property line. **The trail has been widened to 10'.**

5. SUDAS Design Section 2A-3 Par. B.5 states the swale should be capable of handling the 50 year storm event. Provide the 50 year flow rate and how this compares to the capacity of the channel flowing north from the detention basin. Provide overland drainage easements along the swales as

needed at a minimum to the width of the water surface. **Swale calculations have provided in the SWMP, and show they can convey the 100-yr storm event. A drainage easement has been added to cover the proposed outlet swale.**

6. Provide information in the pond report to show the storage volume of the pond between the weir elevation of 1007.00 and the high water pond elevation of 1009.25. Show that this storage volume is adequate for the storage volume required. In reviewing Hyd. No. 13 for the 100 year storm event, it appears the basin will not have a minimum 1-foot of freeboard as required by SUDAS Design Section 2G-1 Par. F.1.d. **As shown in Hyd. No. 13, the wet pond start elevation is set at 1007.00. All storage shown in the model is above this elevation. The basin does not have 1-foot of freeboard. This has not been provided due to having to add more fill against the overhead transmission lines. Additionally, there is 2.5' of freeboard to the proposed building, and 3.5' of freeboard to the highway.**
7. The permanent pool of the pond is proposed to encroach approximately 10 feet into the street right-of-way and the existing 8-inch water main along the east side of 5th avenue will be under the surface of the pond. The west edge of the pond needs to be moved to the east such that the permanent pool of the pond is outside of the street right-of-way. **The permanent pool and grading along the water main have been revised.**
8. Provide photo metric lighting plan. **Included**

Please review these revisions and comment accordingly. If you have any questions, please contact me and we will work to resolve any remaining issues. Thank you.

Sincerely,

Adam Schoeppner

NILLES ASSOCIATES, INC.

COUNCIL COMMUNICATION

AGENDA HEADING:

Items Related to Innovative Technologies

SUBMITTED BY:

Rita Conner, City Administrator

SYNOPSIS:

City Council approved preliminary terms of an amended Urban Renewal Development Agreement with SP Enterprises, LLC d/b/a/ Innovative Technologies. A public hearing is required for amending the Urban Renewal Plan to include the agreement and to have Council approve the final development agreement.

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

SET DATE FOR HEARING ON URBAN
RENEWAL PLAN AMENDMENT

419996-64

Huxley, Iowa

May 25, 2021

The City Council of the City of Huxley, Iowa, met on May 25, 2021, at _____ o'clock, ____m., at the _____, in the City, for the purpose of setting a date for a public hearing on a proposed urban renewal plan amendment.

The meeting was also accessible electronically via Zoom at the following:

[Insert electronic access information]

The City Council offered electronic attendance at this meeting due to federal and state government recommendations in response to COVID-19 pandemic conditions. Electronic access information was included in the posted agenda of this public meeting.

The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present: _____

Absent: _____.

The Mayor announced that an amendment to the urban renewal plan for the Huxley Urban Renewal Area had been prepared, and that it was now necessary to set a date for a public hearing on the proposed amendment to the urban renewal plan. Accordingly, Council Member _____ moved the adoption of the following resolution entitled "Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for the Huxley Urban Renewal Area," and the motion was seconded by Council Member _____. Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO. _____

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment
for the Huxley Urban Renewal Area

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

WHEREAS, an amendment to the Plan has been prepared which would update the description of the City's Innovative Technologies Development Project previously approved in the November 28, 2017 Amendment to the Plan, and it is now necessary that a date be set for a public hearing on that plan amendment;

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

Section 1. This City Council will meet electronically and/or at the _____, Huxley, Iowa, on June 22, 2021, at _____ o'clock __.m., at which time and place it will hold a public hearing on the proposed amendment to the Plan for the Urban Renewal Area.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in the City, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

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

Passed and approved this May 25, 2021.

Mayor

Attest:

City Clerk

NOTICE OF PUBLIC HEARING ON PROPOSED URBAN RENEWAL PLAN
AMENDMENT

Notice Is Hereby Given: That at _____ o'clock __.m., at the _____, Huxley, Iowa, on June 22, 2021, the City Council of the City of Huxley, Iowa, will hold a public hearing on the question of amending the urban renewal plan (the "Plan") for the Huxley Urban Renewal Area to update the description of the City's Innovative Technologies Development Project previously approved in the November 28, 2017 Amendment to the Plan. A copy of the amendment is on file for public inspection in the office of the City Clerk.

Due to federal and state government recommendations in response to COVID-19 pandemic conditions, the meeting will also be accessible electronically via Zoom at the following:

[Insert electronic access information]

In addition to electronic access, written comments may be filed or made prior to the meeting and will be recorded in the minutes.

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

Jolene Lettow
City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF STORY SS:
CITY OF HUXLEY

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

WITNESS my hand this ____ day of _____, 2021.

City Clerk

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

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

STATE OF IOWA
COUNTY OF STORY SS:
CITY OF HUXLEY

I, the undersigned, City Clerk of the City of Huxley, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with setting a date for public hearing on an urban renewal plan amendment.

WITNESS my hand this ____ day of _____, 2021.

City Clerk



May 20, 2021

VIA E-MAIL

Rita Conner
City Administrator/City Hall
Huxley, IA

Re: Huxley Urban Renewal Area (June, 2021 Amendment)
Our File No. 419996-64

Dear Rita:

We have prepared the attached materials which will enable the City Council to set a date for a public hearing on the amendment to the existing urban renewal plan for the Area.

The notice which is included in the attached resolution must be published once, not less than four (4) and not more than twenty (20) days prior to the date selected for the hearing. The last date on which the notice can be published effectively is June 18, 2021. Please print an extra copy of the notice for delivery to the newspaper for publication. Please email a copy of the published notice to lemke.susan@dorsey.com.

Also, a "consultation session" must be set up with the local county and school district. Please refer to my separate letter enclosed for further details.

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

Kind regards,

Amy Bjork

Enclosures

cc: Jolene Lettow



May 20, 2021

VIA E-MAIL

Rita Conner
City Administrator/City Hall
Huxley, IA

Re: Huxley Urban Renewal Area Amendment/Consultation Session
Our File Number: 419996-64

Dear Rita:

The Iowa Urban Renewal Law requires that a city provide information concerning a proposed urban renewal plan or amendment to any other governmental bodies which might be affected by the use of tax increment financing within your urban renewal area. Specifically, the City must send a copy of the urban renewal plan amendment and an invitation to attend a meeting to discuss the urban renewal plan amendment to any county or school district whose jurisdiction covers any property which is within the urban renewal area. This consultation must be held at least two weeks prior to the public hearing on June 22, 2021.

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

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

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

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

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

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

Please call John Danos, Severie Orngard, or me if you have questions.

Kind regards,

Amy Bjork

cc: Jolene Lettow

[City letterhead]

DATE: _____

TO: Board of Supervisors, Story County
Superintendent, Ballard Community School District

FROM: City Council
City of Huxley, Iowa

RE: Huxley Urban Renewal Plan Amendment

The City of Huxley is in the process of amending the urban renewal plan for the Huxley Urban Renewal Area, and, pursuant to Section 403.5 of the Code of Iowa, the City is sending you the enclosed copy of its urban renewal plan amendment and scheduling a meeting at which you will have the opportunity to discuss this amendment.

The meeting to discuss our urban renewal plan amendment has been set for _____, 2021, at _____ o'clock ____m. at the _____ in Huxley. If you are unable to send a representative to the meeting, we invite your written comments. In addition, Section 403.5 gives your designated representative the right to make written recommendations concerning the urban renewal plan amendment no later than seven days following the date of the meeting.

The City will also hold a public hearing on this urban renewal plan amendment at _____ o'clock ____m. on June 22, 2021, and a copy of the notice of hearing is enclosed for your information.

Please call our City Administrator at 515-597-2561 if you have questions.

Enclosure

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

June, 2021

The Urban Renewal Plan (the “Plan”) for the Huxley Urban Renewal Area (the “Urban Renewal Area”) is being amended for the purpose of updating the description of the Innovative Technologies Development Project.

1) Update Description of the City’s Innovative Technologies Development Project.

The City approved the Innovative Technologies Development Project in the November 28, 2017 Amendment to the Plan. It is now necessary to update the description of the Innovative Technologies Development Project, as follows:

Name of Project: Innovative Technologies Development Project

Name of Urban Renewal Area: Huxley Urban Renewal Area

Date of Council Approval of the Project: November 28, 2017, as updated June 22, 2021

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

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

The costs incurred by the City in providing tax increment financing assistance to the Company will include legal and administrative fees (the “Admin Fees”) in the estimated amount of \$15,000 (increased from \$7,500 in the November 28, 2017 Amendment).

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

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

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with the Company with respect to the construction and use of the Development Project and to provide annual appropriation economic development payments (the

“Payments”) to the Company thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Development Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Development Project will not exceed \$250,000 (increased from \$170,000 approved in the November 28, 2017 Amendment), plus the Admin Fees.

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

Constitutional debt limit of the City:	<u>\$17,282,842</u>
Outstanding general obligation debt of the City:	<u>\$</u>
Proposed debt to be incurred under this June, 2021 Amendment*:	<u>\$ 265,000</u>

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

SET DATE FOR HEARING ON AMENDED
DEVELOPMENT AGREEMENT

(SP Enterprises, LLC d/b/a/ Innovative
Technologies)

419996-64

Huxley, Iowa

May 25, 2021

A meeting of the City Council of the City of Huxley, Iowa, was held at _____ o'clock
____.m., on May 25, 2021, at the _____, in the City, pursuant to the rules of the
Council.

The meeting was also accessible electronically via Zoom at the following:

[Insert electronic access information]

The City Council offered electronic attendance at this meeting due to federal and state
government recommendations in response to COVID-19 pandemic conditions. Electronic access
information was included in the posted agenda of this public meeting.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution next hereinafter set
out and moved its adoption, seconded by Council Member _____; and after due
consideration thereof by the City Council, the Mayor put the question upon the adoption of said
resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION NO. _____

Resolution Setting a Date of Meeting at Which it is Proposed to Approve an Amended Development Agreement with SP Enterprises, LLC d/b/a/ Innovative Technologies, Including Annual Appropriation Tax Increment Payments

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

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

WHEREAS, the City has previously entered into a certain development agreement (the “Original Agreement”) with SP Enterprises, LLC d/b/a/ Innovative Technologies (the “Company”) pursuant to which the Company agreed to undertake the construction and operation of new manufacturing facilities on certain real property (the “Property”) in the Urban Renewal Area; and

WHEREAS, the Company has constructed manufacturing facilities on the Property; and

WHEREAS, the City and the Company now propose to amend the Original Agreement in order to (1) adjust the Employment Requirements (as defined in the Original Agreement); (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, it is necessary to set a date for a public hearing on an amended Development Agreement (the “Amended Agreement”) and the proposal to increase the incremental property tax payments thereunder, pursuant to Section 403.9 of the Code of Iowa;

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

Section 1. This City Council shall meet on June 22, 2021, at _____ o’clock __.m., electronically and/or at the _____, in the City, at which time and place proceedings will be instituted and action taken to approve the Amended Agreement and to authorize the annual appropriation incremental property tax payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four (4) and not more than twenty (20) days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF AMENDED DEVELOPMENT
AGREEMENT WITH SP ENTERPRISES, LLC D/B/A/ INNOVATIVE
TECHNOLOGIES AND AUTHORIZATION OF ANNUAL APPROPRIATION
TAX INCREMENT PAYMENTS

The City Council of the City of Huxley, Iowa, will meet on June 22, 2021, at _____ o'clock
____.m., at the _____, Huxley, Iowa, at which time and place proceedings will
be instituted and action taken to approve an amended Development Agreement (the "Amended
Agreement") between the City and SP Enterprises, LLC d/b/a/ Innovative Technologies (the
"Company") in connection with the construction and operation of new manufacturing facilities in the
Huxley Urban Renewal Area, which Amended Agreement provides for certain financial incentives in
the form of incremental property tax payments to the Company in a total amount not exceeding
\$250,000 as authorized by Section 403.9 of the Code of Iowa.

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

Due to federal and state government recommendations in response to COVID-19 pandemic
conditions, the meeting will also be accessible electronically via Zoom at the following:

[Insert electronic access information]

In addition to electronic access, written comments may be filed or made prior to the meeting
and will be recorded in the minutes.

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

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

Jolene Lettow
City Clerk

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

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

Passed and approved May 25, 2021.

Mayor

Attest:

City Clerk

• • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF STORY SS:
CITY OF HUXLEY

I, the undersigned, City Clerk of the City of Huxley, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve an amended Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2021.

City Clerk

(Attach here the publisher's original affidavit with clipping of the notice as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)



May 19, 2021

Via Email

Rita Conner
City Administrator/City Hall
Huxley, IA

Re: Amended Development Agreement (SP Enterprises, LLC d/b/a/ Innovative Technologies)
Our File No. 419996-64

Dear Rita:

Attached please find copies of proceedings to enable the City Council to act on May 25th to set June 22nd as the date for a public hearing on the proposed Amended Development Agreement with SP Enterprises, LLC d/b/a/ Innovative Technologies, including the proposal for tax increment payments.

The notice of public hearing on the Amended Development Agreement must be published once, not less than four (4) and not more than twenty (20) days prior to the City Council meeting at which the hearing will be held. The last date on which the notice can effectively be published is June 18, 2021. Please print an extra copy of the notice for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice and email a copy of the published notice to orngard.severie@dorsey.com.

We will prepare and forward to you in time for the June 22nd meeting the necessary proceedings to approve the Development Agreement.

We would appreciate receiving one fully executed copy of these proceedings as soon as they are available.

Please contact John Danos, Severie Orngard, or me if you have questions.

Kind regards,

Amy Bjork

Attachments

cc: Jolene Lettow

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. Company’s Covenants

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

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

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

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

4. Property Tax Payment Certification. Furthermore, the Company agrees to certify to the City by no later than October 15 of each year during the Term, as hereinafter defined, commencing October 15, 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. Employment Requirements. The Company agrees to meet the following employment requirements (the "Employment Requirements") during the Term, as hereinafter defined, of this Agreement:

A. Base Work Force. 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. Additional Work Force. 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. Work Force Requirements. 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. Legal Fees. 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. Default Provisions.

A. Events of Default. 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. Notice and Remedies. 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. City's Obligations

1. Payments. In recognition of the Company's obligations set out above, the City agrees to make seven (7) annual economic development tax increment payments (the "Payments") to the Company in each fiscal year during the term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed \$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. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, commencing in the City's 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 then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment or to seek damages relative thereto or to compel the funding of such Payment in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company's Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2029.

3. Payment Amounts. Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 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. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Story County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. Administrative Provisions

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

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

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

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

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

CITY OF HUXLEY, IOWA

By: _____
Mayor

Attest:

City Clerk

SP ENTERPRISES, LLC

By: _____
Its: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

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

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

EXHIBIT B
SITE PLAN

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 25th day of May 2021.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 21-044** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 25th day of May 2021.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

Huxley Parks and Recreation

Membership Rates

10% Rate Increase 7/1/21

		Resident	w/Tax		Non-Resident	w/Tax
Family	12M	\$ 391.88	\$ 419.31	12M	\$ 412.50	\$ 441.38
	6M	\$ 235.13	\$ 251.59	6M	\$ 247.50	\$ 264.83
	ACH		\$ 36.94	ACH		\$ 38.78
Couple	12M	\$ 326.57	\$ 349.43	12M	\$ 343.75	\$ 367.81
	6M	\$ 196.08	\$ 209.81	6M	\$ 206.25	\$ 220.69
	ACH		\$ 31.12	ACH		\$ 32.65
Adult	12M	\$ 241.66	\$ 258.58	12M	\$ 254.38	\$ 272.19
	6M	\$ 163.28	\$ 174.71	6M	\$ 171.88	\$ 183.91
	ACH		\$ 23.55	ACH		\$ 24.68
Student	12M	\$ 146.30	\$ 156.54	12M	\$ 154.00	\$ 164.78
	6M	\$ 104.50	\$ 111.82	6M	\$ 110.00	\$ 117.70
	ACH		\$ 15.05	ACH		\$ 15.73
Senior Couple	12M	\$ 130.63	\$ 139.77	12M	\$ 137.50	\$ 147.13
	6M	\$ 84.91	\$ 90.85	6M	\$ 89.38	\$ 95.64
	ACH		\$ 13.65	ACH		\$ 14.26
Senior	12M	\$ 91.44	\$ 97.84	12M	\$ 96.25	\$ 102.99
	6M	\$ 58.77	\$ 62.88	6M	\$ 52.97	\$ 60.18
	ACH		\$ 10.15	ACH		\$ 10.58
Walking	12M	\$ 97.97	\$ 104.83	12M	\$ 103.13	\$ 110.35
	6M	\$ 65.32	\$ 69.89	6M	\$ 68.75	\$ 73.56
	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

Daily Rates:

Adult 14 & Up	\$	5.00
Student 8-13yrs	\$	2.00
Senior	\$	2.00
Walker	\$	2.00
Tot Time	\$	1.00

Prorated amounts should be entered in the initiation fee box in Gym Assistant except for ACH.

ACH details are on the ACH pages.



Huxley Parks and Recreation

Membership Rates

5% Increase 7/1/16

		Resident	w/Tax		Non-Resident	w/Tax
Family	12M	\$ 374.06	\$ 400.24	12M	\$ 393.75	\$ 421.31
	6M	\$ 224.44	\$ 240.15	6M	\$ 236.25	\$ 252.79
	ACH		\$ 35.35	ACH		\$ 37.11
Couple	12M	\$ 311.72	\$ 333.54	12M	\$ 328.13	\$ 351.10
	6M	\$ 187.16	\$ 200.26	6M	\$ 196.88	\$ 210.66
	ACH		\$ 29.80	ACH		\$ 31.26
Adult	12M	\$ 230.67	\$ 246.82	12M	\$ 242.81	\$ 259.81
	6M	\$ 155.86	\$ 166.77	6M	\$ 164.06	\$ 175.54
	ACH		\$ 22.57	ACH		\$ 23.65
Student	12M	\$ 139.65	\$ 149.43	12M	\$ 147.00	\$ 157.29
	6M	\$ 99.75	\$ 106.73	6M	\$ 105.00	\$ 112.35
	ACH		\$ 14.45	ACH		\$ 15.11
Senior Couple	12M	\$ 124.69	\$ 133.42	12M	\$ 131.25	\$ 140.44
	6M	\$ 81.05	\$ 86.72	6M	\$ 85.31	\$ 91.28
	ACH		\$ 13.12	ACH		\$ 13.70
Senior	12M	\$ 87.29	\$ 93.40	12M	\$ 91.88	\$ 98.31
	6M	\$ 56.10	\$ 60.03	6M	\$ 50.56	\$ 60.18
	ACH		\$ 9.78	ACH		\$ 10.19
Walking	12M	\$ 93.51	\$ 100.06	12M	\$ 98.44	\$ 105.33
	6M	\$ 39.90	\$ 42.69	6M	\$ 65.63	\$ 70.22
	3M	\$ 43.64	\$ 46.69	3M	\$ 45.94	\$ 49.16
	ACH		\$ 10.34	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

Daily Rates:

Adult 14 & Up	\$	5.00
Student 8-13yrs	\$	4.00
Senior	\$	2.00
Walker	\$	2.00
Tot Time	\$	1.00

Prorated amounts should be entered in the initiation fee box in Gym Assistant except for ACH.

ACH details are on the ACH pages.



ORDINANCE NO. 515

AN ORDINANCE AMENDING CHAPTER 93 OF THE CITY OF HUXLEY MUNICIPAL CODE CONCERNING WATER RATES

Section 1. Be it ordained by the City Council of the City of Huxley, Iowa, that the following sections and subsections of the Municipal Code of the City of Huxley, Iowa, should be and the same is hereby repealed, and there be enacted in lieu thereof, the following sections and subsections:

Water Rates, Subsection 93.02(1) and (2) shall be repealed in their entirety and in lieu thereof replaced with the following:

	<u>7/1/21</u>	<u>7/1/22</u>	<u>7/1/23</u>	<u>7/1/24</u>	<u>7/1/25</u>
Base Rate:	\$18.15	\$19.15	\$19.15	\$19.15	\$19.15
Flow Charge: (per thousand gallons)	5.93	6.77	7.54	7.77	8.00
2 nd Meter Base Rate:	7.00	8.00	9.00	10.00	10.50
Flow Charge (per thousand gallons)	7.70	9.25	10.75	12.00	13.00

Section 2. All rates and levies associated with this ordinance shall be reviewed again within one year of the implementation of this ordinance.

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

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

First Reading May 25, 2021

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

Second Reading June 8, 2021

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

Third Reading June 22, 2021

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

Passed and approved by the Council of the City of Huxley, Iowa, on June 22, 2021.

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk

City of Huxley, Iowa



Water Treatment Plant Expansion & Ground Storage Projects

Review of Council-Selected Approach to Water Utility User Rates

**Council Meeting Date: May 11th, 2021
in Preparation for May 25th, 2021 First Ordinance Reading**



Chip Schultz
cschultz@northlandsecurities.com
Direct: (515) 657-4688

www.northlandsecurities.com
Member FINRA and SIPC / Registered with SEC and MSRB

Water Treatment Plant Expansion Council-Selected Funding Approach

- 1) Overall Assumed Project Cost: \$8,140,000 for Construction, Contingencies and Engineering**
 - 2) \$1,250,000 of Funding Provided by General Obligation Bonds, with Debt Service paid by TIF Monies**
 - 3) Balance of Estimated Cost [\$6,890,000] Funded by Bond Market Water Revenue Bonds, Debt Service Paid by Water Fund**
- Adjustments to User Rates as Shown on Exhibit 2
(following page)**

A	B	C	D	E	F	G	H	I
** Current Status **								
	DESCRIPTION / CATEGORY							
ROW		FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	
1	\$2 Change to Monthly Minimum [\$1 on July 1, 2021 and \$1 on July 1, 2022] -- Adjust per 1,000 Gallons Flow Rate as Listed Below							
2								
3	ADJUSTMENTS TO USER RATES (FLOW CHARGE) AND SAMPLE MONTHLY BILL							
4	SCENARIO: S	\$1,250,000	← Contribution from General Obligation Bonds - Selected by City Council					
5								
6		** Current Status **	Update	Update	Update	Update	Update	
7	Adjustments to Flow Charge:	5.932%	18.500%	14.250%	11.375%	3.000%	3.000%	
8		[Already Effective on	[Effective on	[Effective on	[Effective on	[Effective on	[Effective on	
9		July 1, 2020]	July 1, 2021]	July 1, 2022]	July 1, 2023]	July 1, 2024]	July 1, 2025]	
10								
11	Monthly Bill - 3,000 Gallons (Sample)	\$32.15	\$35.93	\$39.46	\$41.77	\$42.45	\$43.15	
12	Monthly Bill - 5,000 Gallons (Sample)	\$42.15	\$47.78	\$53.00	\$56.85	\$57.98	\$59.14	
13	ACTUAL WATER USER RATES -- CURRENT AND UPDATED							
14								
15		* Current Status *	Update	Update	Update	Update	Update	
16		EFFECTIVE DATE:	7/1/2020	7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025
17								
18	Regular	BASE RATE:	\$17.15	\$18.15	\$19.15	\$19.15	\$19.15	\$19.15
19		FLOW CHARGE (per 1,000 G.):	\$5.00	* \$5.93	\$6.77	\$7.54	\$7.77	\$8.00
20								
21	2nd Meter	BASE RATE (2nd Meter):	\$6.00	\$7.00	\$8.00	\$9.00	\$10.00	\$10.50
22		FLOW CHARGE (2nd M.):	\$6.41	\$7.69	\$9.25	\$10.75	\$12.00	\$13.00
23								
24								
25	* Regular Flow Charge was previously planned to adjust to \$5.30 per 1,000 Gallons on July 1, 2021.							
26								

City of Huxley, Iowa



Water Treatment Plant Expansion & Ground Storage Projects

Review of Council-Selected Approach to Water Utility User Rates

May 11, 2021

Detailed Water Utility Cash Flow

CITY OF HUXLEY, IOWA
WATER ENTERPRISE FUND CASH FLOW (Cash Basis)

PRELIMINARY DRAFT; SUBJECT TO CHANGE

Date Prepared: 5/12/2021

EXHIBIT 3
SCENARIO "S"

Assumptions		ACTUAL & POTENTIAL RATE ADJUSTMENTS								
		Effective Date:	7/1/2019	7/1/2020	7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
Usage Growth (Regular Gallons Sold)	3.00%									
Usage Growth (2nd Meter Gallons)	3.00%	Change to FLOW Rate [\$]:	\$0.27	\$0.28	\$0.93	\$0.84	\$0.77	\$0.23	\$0.23	\$0.24
Meter Growth	3.00%	Change to FLOW Rate [%]:	6.07%	5.93%	18.50%	14.25%	11.375%	3.00%	3.00%	3.00%
Operating Expenses (Growth)	3.00%	Change to BASE Rate [\$]:	\$0.00	\$0.00	\$1.00	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest Rate (for Earnings)	0.50%	Change to BASE Rate [%]:	0.00%	0.00%	5.83%	5.51%	0.00%	0.00%	0.00%	0.00%

[Draft Audit] [Current]

	Fiscal Year:	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27
	Period Ending:	6/30/2014	6/30/2015	6/30/2016	6/30/2017	6/30/2018	6/30/2019	6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	6/30/2025	6/30/2026	6/30/2027
		Audited	Audited	Audited	Audited	Audited	Audited	Audited	Estimated	Projected	Projected	Projected	Projected	Projected	Projected
1	WATER USAGE	Change vs. Prior:	-3.81%	3.03%	-2.38%	7.44%	-3.51%	12.09%	4.49%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
2	Water Gallons Sold (Regular Usage)	73,951,191	71,133,849	73,286,533	71,540,411	76,862,662	74,161,588	83,127,470	86,856,581	89,462,278	92,146,147	94,910,531	97,757,847	100,690,582	103,711,300
3	Water Gallons Sold (2nd Meter)				5,028,500	7,021,700	5,605,900	5,998,400	6,846,613	6,500,000	6,695,000	6,895,850	7,102,726	7,315,807	7,535,281
	Total Water Gallons Sold	73,951,191	71,133,849	73,286,533	76,568,911	83,884,362	79,767,488	89,125,870	93,703,194	95,962,278	98,841,147	101,806,381	104,860,572	108,006,390	111,246,581
4	WATER RATES														
5	Monthly Minimum Bill [includes 0 Gallons]	\$15.15	\$15.15	\$15.15	\$16.15	\$17.15	\$17.15	\$17.15	\$17.15	\$18.15	\$19.15	\$19.15	\$19.15	\$19.15	\$19.15
6	Rate per 1,000 Gallons [Regular]	\$4.35	\$4.35	\$4.35	\$4.45	\$4.45	\$4.45	\$4.72	\$5.00	\$5.93	\$6.77	\$7.54	\$7.77	\$8.00	\$8.24
7	2nd Meter Base Charge	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$6.00	\$6.00	\$7.00	\$8.00	\$9.00	\$10.00	\$10.50	\$10.50
8	2nd Meter Rater per 1,000 Gallons	\$4.35	\$4.35	\$4.35	\$4.45	\$4.45	\$4.45	\$5.34	\$6.41	\$7.69	\$9.25	\$10.75	\$12.00	\$13.00	\$14.00
9	2nd Meter Flow Increase (per 1,000 Gallons):							20.00%	20.04%	19.97%	20.29%	16.22%	11.63%	8.33%	7.69%
10	Change (% vs. Prior Year):		1.72%	2.39%	5.36%	5.51%	0.15%	1.54%	1.52%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
11	Change (# Accounts):		+24	+34	+78	+85	+3	+25	+25	+50	+52	+53	+55	+56	+58
12	NUMBER OF METERS (Regular) (as of June 30)	1,397	1,421	1,455	1,533	1,618	1,620	1,645	1,670	1,720	1,772	1,825	1,880	1,936	1,994
13	NUMBER OF METERS (2nd Meter) (as of June 30)	114	114	117	122	131	132	134	140	144	149	153	158	162	167
14	Average Bill and Revenue Summary	(actual)	(actual)	(actual)	(actual)	(actual)	(actual)	(actual)	(estimated)	(estimated)	(estimated)	(estimated)	(estimated)	(estimated)	(estimated)
15	Average Revenue per 1,000 Gallons (All Rev.)	\$7.78	\$7.98	\$7.96	\$8.60	\$8.78	\$8.95	\$8.79	\$8.96	\$10.11	\$11.19	\$11.96	\$12.18	\$12.42	\$12.66
16	Average Revenue per 1,000 Gal. (Flow only)	\$4.35	\$4.35	\$4.35	\$4.45	\$4.45	\$4.45	\$4.72	\$5.00	\$5.93	\$6.77	\$7.54	\$7.77	\$8.00	\$8.24
17	Average Monthly Bill (assumes 3,000 Gal.)	\$28.20	\$28.20	\$28.20	\$29.50	\$30.50	\$30.50	\$31.31	\$32.15	\$35.93	\$39.46	\$41.77	\$42.45	\$43.15	\$43.87
18	Average Monthly Bill (assumes 5,000 Gal.)	\$36.90	\$36.90	\$36.90	\$38.40	\$39.40	\$39.40	\$40.75	\$42.15	\$47.78	\$53.00	\$56.85	\$57.98	\$59.14	\$60.34
19	OPERATING REVENUE		14.65%	-7.48%	12.88%	6.63%	-3.42%	14.33%	3.85%	16.21%	14.51%	10.70%	5.68%	5.45%	5.37%
20	Charges for Services - Base (Meter) Charge	253,975	258,338	264,519	297,095	332,882	333,396	338,541	343,686	374,638	407,137	419,351	431,932	444,890	458,237
21	Usage Revenue (per 1,000 Gallons)	321,688	309,432	318,796	318,355	342,039	330,019	392,362	434,283	530,064	623,766	715,561	759,139	805,370	854,417
22	2nd Meter Base Charge	4,104	4,104	4,212	4,392	4,716	4,752	9,648	10,080	12,113	14,258	16,522	18,909	20,450	21,063
23	2nd Meter per 1,000 Gallons Revenue	-	-	-	22,377	31,247	24,946	32,031	43,887	49,985	61,929	74,130	85,233	95,105	105,494
24	Adjustments to Revenue (to match Audit)	(11,532)	79,617	15,229	38,166	14,605	7,590	28,510	-	-	-	-	-	-	-
25	Total Charges for Services	568,234	651,491	602,756	680,385	725,488	700,703	801,092	831,936	966,800	1,107,091	1,225,565	1,295,212	1,365,815	1,439,211
26	Licenses & Permits	23,000	12,500	28,500	35,500	30,975	82,817	29,500	35,000	35,000	35,000	35,000	35,000	35,000	35,000
27	Other Operating Revenue	33,150	19,308	18,030	21,903	74,945	85,345	81,607	75,000	75,000	75,000	75,000	75,000	75,000	75,000
28	TOTAL Operating Revenues	624,384	683,299	649,286	737,788	831,408	868,865	912,199	941,936	1,076,800	1,217,091	1,335,565	1,405,212	1,475,815	1,549,211
29	OPERATING EXPENSES		-9.39%	-8.20%	16.47%	4.62%	9.63%	20.62%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
30	Business Type Activities	517,322	468,722	430,275	501,161	524,293	574,759	693,274	714,072	735,494	757,559	780,286	803,695	827,805	852,640
31	Other Operating Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-
32	Reserved	-	-	-	-	-	-	-	-	-	-	-	-	-	-
33	Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
34	Other Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-
35	TOTAL Operating Expenses	517,322	468,722	430,275	501,161	524,293	574,759	693,274	714,072	735,494	757,559	780,286	803,695	827,805	852,640
36	OPERATING INCOME	107,062	214,577	219,011	236,627	307,115	294,106	218,925	227,863	341,305	459,531	555,279	601,517	648,010	696,571

CITY OF HUXLEY, IOWA
WATER ENTERPRISE FUND CASH FLOW (Cash Basis)

PRELIMINARY DRAFT; SUBJECT TO CHANGE

Date Prepared: 5/12/2021

EXHIBIT 3
SCENARIO "S"

Assumptions		ACTUAL & POTENTIAL RATE ADJUSTMENTS								
		Effective Date:	7/1/2019	7/1/2020	7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
Usage Growth (Regular Gallons Sold)	3.00%									
Usage Growth (2nd Meter Gallons)	3.00%	Change to FLOW Rate [\$]:	\$0.27	\$0.28	\$0.93	\$0.84	\$0.77	\$0.23	\$0.23	\$0.24
Meter Growth	3.00%	Change to FLOW Rate [%]:	6.07%	5.93%	18.50%	14.25%	11.375%	3.00%	3.00%	3.00%
Operating Expenses (Growth)	3.00%	Change to BASE Rate [\$]:	\$0.00	\$0.00	\$1.00	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest Rate (for Earnings)	0.50%	Change to BASE Rate [%]:	0.00%	0.00%	5.83%	5.51%	0.00%	0.00%	0.00%	0.00%

		[Draft Audit]							[Current]						
	Fiscal Year:	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27
	Period Ending:	6/30/2014	6/30/2015	6/30/2016	6/30/2017	6/30/2018	6/30/2019	6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	6/30/2025	6/30/2026	6/30/2027
		Audited	Audited	Audited	Audited	Audited	Audited	Audited	Estimated	Projected	Projected	Projected	Projected	Projected	Projected
37	Non-Operating Revenues / (Expenses)														
38	Add Back: Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
39	Investment Interest Income	-	-	-	-	-	2,151	2,767	1,500	1,500	1,500	1,500	1,500	1,500	1,500
40	Rental Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-
41	Miscellaneous Revenue / (Expense)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
42	Other Non-Oper. Revenue / (Expense)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
43	Subtotal of Non-Oper. Revenues/(Expenses)	-	-	-	-	-	2,151	2,767	1,500	1,500	1,500	1,500	1,500	1,500	1,500
44	Net Revenues Available for Debt Service	107,062	214,577	219,011	236,627	307,115	296,257	221,692	229,363	342,805	461,031	556,779	603,017	649,510	698,071
45	WATER DEBT SERVICE														
46	2002 Water Revenue SRF Debt	97,920	-	-	-	-	-	-	-	-	-	-	-	-	-
47	2013C Water Revenue Bonds	-	119,785	117,930	117,248	121,145	119,990	118,395	116,800	-	-	-	-	-	-
48	Proposed 2021A Water Revenue	-	-	-	-	-	-	-	-	267,318	306,898	410,148	432,348	429,298	431,248
49	Total Parity Water Revenue Debt	97,920	119,785	117,930	117,248	121,145	119,990	118,395	116,800	267,318	306,898	410,148	432,348	429,298	431,248
50	2003 Gen. Oblig. Water SRF (paid by TIF)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
51	Reserved	-	-	-	-	-	-	-	-	-	-	-	-	-	-
52	Total Other Water Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-
53	Total Water Debt (Parity and Other)	97,920	119,785	117,930	117,248	121,145	119,990	118,395	116,800	267,318	306,898	410,148	432,348	429,298	431,248
54	DEBT SERVICE COVERAGE														
55	Net Revenues / Revenue Debt Only	1.093 X	1.791 X	1.857 X	2.018 X	2.535 X	2.469 X	1.872 X	1.964 X	1.282 X	1.502 X	1.358 X	1.395 X	1.513 X	1.619 X
56	Net Revenues / All Debt	1.093 X	1.791 X	1.857 X	2.018 X	2.535 X	2.469 X	1.872 X	1.964 X	1.282 X	1.502 X	1.358 X	1.395 X	1.513 X	1.619 X
57	NET INCOME AFTER DEBT SERVICE	9,142	94,792	101,081	119,379	185,970	176,267	103,297	112,563	75,487	154,134	146,631	170,670	220,212	266,824
58	Other Revenues / (Expenses)														
59	Bond Proceeds	-	-	-	-	-	-	-	-	8,140,000	-	-	-	-	-
60	Sale of Capital Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-
61	Capital Outlays / Projects	-	(65,448)	(85,576)	(29,363)	(3,531)	-	-	(125,000)	(7,365,000)	(825,000)	(100,000)	(100,000)	(100,000)	(100,000)
62	Transfer to Tower Painting Reserve Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-
63	Transfer to Tower Inspection Reserve Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-
64	Insurance Proceeds	-	-	-	-	51,170	-	-	-	-	-	-	-	-	-
65	Other Sources / (Uses) of Cash	(202,809)	-	-	(136,000)	-	20,655	(31,840)	-	-	-	-	-	-	-
66	Total Other Revenues / (Expenses)	(202,809)	(65,448)	(85,576)	(165,363)	47,639	20,655	(31,840)	(125,000)	775,000	(825,000)	(100,000)	(100,000)	(100,000)	(100,000)
67	Annual Surplus / (Deficit)	(193,667)	29,344	15,505	(45,984)	233,609	196,922	71,457	(12,437)	850,487	(670,866)	46,631	70,670	120,212	166,824

CITY OF HUXLEY, IOWA
WATER ENTERPRISE FUND CASH FLOW (Cash Basis)

PRELIMINARY DRAFT; SUBJECT TO CHANGE

Date Prepared: 5/12/2021

EXHIBIT 3
SCENARIO "S"

Assumptions		ACTUAL & POTENTIAL RATE ADJUSTMENTS								
		Effective Date:	7/1/2019	7/1/2020	7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
Usage Growth (Regular Gallons Sold)	3.00%									
Usage Growth (2nd Meter Gallons)	3.00%	Change to FLOW Rate [\$]:	\$0.27	\$0.28	\$0.93	\$0.84	\$0.77	\$0.23	\$0.23	\$0.24
Meter Growth	3.00%	Change to FLOW Rate [%]:	6.07%	5.93%	18.50%	14.25%	11.375%	3.00%	3.00%	3.00%
Operating Expenses (Growth)	3.00%	Change to BASE Rate [\$]:	\$0.00	\$0.00	\$1.00	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest Rate (for Earnings)	0.50%	Change to BASE Rate [%]:	0.00%	0.00%	5.83%	5.51%	0.00%	0.00%	0.00%	0.00%

	[Draft Audit]							[Current]						
Fiscal Year:	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27
Period Ending:	6/30/2014	6/30/2015	6/30/2016	6/30/2017	6/30/2018	6/30/2019	6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	6/30/2025	6/30/2026	6/30/2027
	Audited	Audited	Audited	Audited	Audited	Audited	Audited	Estimated	Projected	Projected	Projected	Projected	Projected	Projected
68 UNRESTRICTED CASH														
69 Unrestricted Cash Beginning Balance	583,507	390,569	459,948	471,882	417,501	731,736	929,753	988,687	976,250	1,826,737	1,155,871	1,202,503	1,273,173	1,393,385
70 Transfer (to) / from Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	-
71 Accounting Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-
72 Annual Surplus/(Deficit) (from row 67)	(193,667)	29,344	15,505	(45,984)	233,609	196,922	71,457	(12,437)	850,487	(670,866)	46,631	70,670	120,212	166,824
73 Other Sources / (Uses) of Cash	729	40,035	(3,571)	(8,397)	80,626	1,095	(12,523)	-	-	-	-	-	-	-
74 Unrestricted Cash Ending Balance	390,569	459,948	471,882	417,501	731,736	929,753	988,687	976,250	1,826,737	1,155,871	1,202,503	1,273,173	1,393,385	1,560,209
75 Unrestricted Cash as % of Expenses	75.5%	98.1%	109.7%	83.3%	139.6%	161.8%	142.6%	136.7%	248.4%	152.6%	154.1%	158.4%	168.3%	183.0%
76 RESTRICTED / DESIGNATED CASH														
77 Water Meter Deposit Account	-	-	-	-	-	-	-	-	-	-	-	-	-	-
78 Water Bond Sinking Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-
79 Water Bond Reserve Fund	288,498	170,318	174,571	178,571	98,500	98,500	98,500	434,048	434,048	434,048	434,048	434,048	434,048	434,048
80 Water Improvement Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-
81 Bond Proceeds (Balance End of Fiscal Year)	-	-	-	-	-	-	-	-	750,000	-	-	-	-	-
82 Water Tower Painting Reserve Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-
83 Health Plan Trustee	-	-	-	-	-	-	13,428	-	-	-	-	-	-	-
84 Transfers (To) / From Unrestricted	-	-	-	-	-	-	-	-	-	-	-	-	-	-
85 Other Sources / (Uses) of Cash	-	-	-	-	-	-	-	-	-	-	-	-	-	-
86 Restricted Cash Ending Balance	288,498	170,318	174,571	178,571	98,500	98,500	111,928	434,048	1,184,048	434,048	434,048	434,048	434,048	434,048
87 TOTAL CASH BALANCE	679,067	630,266	646,453	596,072	830,236	1,028,253	1,100,615	1,410,298	3,010,785	1,589,919	1,636,550	1,707,220	1,827,433	1,994,256
88 CAPITAL OUTLAY DETAIL (reflected in row 61)														
89 Water Treatment Plant Project	-	-	-	-	-	-	-	100,000	6,680,000	700,000	-	-	-	-
90 Water Ground Storage	-	-	-	-	-	-	-	-	610,000	50,000	-	-	-	-
91 Water Main Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-	-
92 Equipment Acquisition	-	-	-	-	-	-	-	-	-	-	-	-	-	-
93 Other Capital Outlays 1	-	65,448	85,576	29,363	3,531	-	-	25,000	75,000	75,000	100,000	100,000	100,000	100,000
94 Other Capital Outlays 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
95 TOTAL CAPITAL OUTLAYS	-	65,448	85,576	29,363	3,531	-	-	125,000	7,365,000	825,000	100,000	100,000	100,000	100,000

ORDINANCE 516 ESTABLISHING A WATER CONSERVATION PLAN

WHEREAS, The City Council of the City of Huxley, Iowa, recognizes that supplies of potable water are essential for the health, safety and welfare of its citizens; and

WHEREAS, the Water Utility has limited capacity and from time to time during and following drought conditions or due to equipment failure, the City's water supply may become significantly and seriously depleted such that there is an insufficient supply of water to meet all customary and usual demands; and

WHEREAS, the City of Huxley, Iowa, deems it essential to protect the safety of its citizens in the event that the limited capacity of the Water Utility may be threatened;

LET IT THEREFORE BE ORDAINED:

Definitions:

Customer: any person, company, or organization using processed potable water supplied by the City of Huxley

Consumed: water that has passed through a customer's meter or is otherwise furnished by the water utility

Domestic water use: water use for personal needs or for household purposes such as drinking, bathing, heating, cooking, sanitation,

Commercial and industrial use: water used to produce goods or to furnish services by any establishment having financial profit as a primary aim.

Large Pools: Those exceeding 1000 gallons in capacity

1.01 WATER SHORTAGES. Under the conditions set forth in this Ordinance, the City Administrator, Water Superintendent and water personnel may find, and by Proclamation declare, a public Water Watch, Water Warning or Water Emergency, during which time the following measures and provisions shall be in effect to prevent depleting the water supply for human consumption and sanitation and to produce an orderly and equitable reduction of water consumption.

The regulations and restrictions set forth under this Ordinance shall become effective and remain in effect until the water shortage is terminated.

Water uses, regulated or prohibited under the Ordinance, are considered to be non-essential and continuation of such uses during time of water shortage is deemed to constitute a waste of water, subjecting the users to surcharges, disconnection costs and excess consumption fees.

1.02 CONDITIONS.

1. "Water Watch"- A Water Watch may be declared when a water shortage or equipment failure poses a potential threat to the ability of the water system to meet the needs of its customers currently or in the foreseeable future. Indicators of the need to impose a Water Watch include but is not limited to:

- A. System operating at 75% of pumping capacity;
 - B. Moderate decrease in the pumping water level of wells;
 - C. Moderate decrease in recovery rate of water level in wells.
- 2. “Water Warning” – A Stage 1 or Stage 2 Water Warning may be declared when a water shortage or equipment failure poses a serious threat to the ability of the water system to meet the needs of its customers currently and in the foreseeable future. Indicators of the need to impose a Stage 1 Water Warning include but is not limited to:
 - A. System operating at 80% pumping capacity; or
 - B. Significant decrease in the pumping water level of wells; or
 - C. Significant decrease in recovery rate of water level in wells.Indicators of the need to impose a Stage 2 Water Warning include but is not limited to:
 - A. System operating at 85% capacity; or
 - B. Severe system emergencies such as a chemical spill; or
 - C. Major system failure in feeder mains or treatment plant: or
 - D. Other factors which pose a significant threat to the ability of the Utility to furnish adequate supplies of potable processed water.
- 3. “Water Emergency” – A Water Emergency may be declared when a water shortage or equipment failure poses a severe and immediate threat to the ability of the water system to meet the needs of its customers. Indicators of the need to impose a Water Emergency include but is not limited to:
 - A. System operation at 90% and above of pumping capacity; or
 - B. Serious decrease in recovery rate of water level in wells.
 - C. Major system failure in the feeder mains or treatment plant
 - D. Exceeding demand on the treatment plant design capacity: or
 - E. Other factors which pose a significant threat to the ability of the Utility to furnish adequate supplies of potable water.

1.03 GENERAL PROCEDURE. In the time during or following drought conditions or equipment failure, the following procedures shall be followed:

- 1. Water Watch. Under a Water Watch, all customers of the municipal water service are encouraged to limit or curtail all nonessential uses of water in order to conserve precious water resources during the time of shortage.

- A. No watering of lawns, shrubs or gardens between the hours of 6:00 a.m. and 8:00 p.m.
 - B. No water should be used to fill large outdoor pools or ponds.
 - C. No water should be used to wash streets, parking lots, driveways, sidewalks or building exteriors.
 - D. No water should be used for nonessential cleaning of commercial and industrial equipment, machinery and interior spaces.
 - E. Water should be served at restaurants only upon the request of the customer.
2. Water Warning- Stage 1. Under a Stage 1 Water Warning, no person shall use potable processed water of the municipal water service in any manner contrary to the following:
- A. Outdoor watering or irrigation of lawn is prohibited except on flower and vegetable and/or fruit gardens, trees and shrubs less than four years old and areas which were seeded or sodded within forty-five (45) days prior to issuance of the emergency resolution only between the hours of 8:00 pm and 6:00 am. Installation of sod and seed is prohibited during the stage 1 period.
 - B. Car washing is prohibited except in commercial establishments that provide that service.
 - C. No water shall be used to fill private large pools or ponds.
 - D. No water shall be used to wash streets, parking lots, driveways, sidewalks or building exteriors.
 - E. No water shall be used for nonessential cleaning of commercial and industrial equipment, machinery and interior spaces.
 - F. Water shall be served at restaurants only upon the request of the customer.
 - G. Tank load water sales may be curtailed or eliminated.

Water reclaimed or recycled after some other primary use, such as water that has been used for washing or cooling, may be used without restriction. Additionally, water derived from sources other than the City water utility, such as water condensed from the atmosphere by air conditioners or collected from rain or snow, may be used without restriction.

3. Water Warning- Stage 2. Under a Water Warning, no person shall use potable processed water of the municipal water service in any manner contrary to the following:
- A. All outside water use, except for domestic, sanitation, and fire is prohibited. Except watering or irrigation of lawn is prohibited except on flower and vegetable and/or fruit gardens, trees and shrubs less than four years old and areas which were seeded or sodded within forty-five (45) days prior to issuance of the emergency resolution only between the hours of 8:00 pm and 6:00 am by address

(only odd addresses on Monday, Wednesday and Friday, only even addresses on Tuesday, Thursday and Saturday) Installation of sod and seed is prohibited during the stage 1 and 2 period.

B. All commercial and industrial uses of water not essential in providing products or services are prohibited.

C. Irrigation, of absolutely all forms, is prohibited.

D. Recreational and leisure water use, including lawn and golf course watering and other incidental or recreational use is prohibited.

E. Water use not necessary for the preservation of life or the general welfare of the community is prohibited.

4. Water Emergency. Under a Water Emergency, Stage 1 and Stage 2 Water Warning use restrictions will be in effect and, in addition, all violations that occur under a water emergency shall fall under, for a first offense, the second violation rule and shall have double the surcharge rates listed. All violations and misuse of the public drinking water shall be considered a direct threat to public health and service will be discontinued immediately. Service shall resume only when all fines and fees have been paid for. Any further subsequent violations which are considered a threat to the public health shall result in service disconnect and shall only be lifted after requirements for safety assurances have been set in place by the water department and met by the owner once all the fees and fines have been paid.

The City of Huxley Water Department has the right, at any given time with just cause, to disconnect service to various non-vital/recreational services for the purpose of water preservation in times of need. These non-vital /recreational may be, but not limited to: Irrigation for recreational fields and any agreements of irrigation, public restrooms serviced by the City of Huxley, water fountains and spigots provided by the City of Huxley for recreational use, water supply to any campground facilities and water supply to any non-public and public owned and operated pools and splash pads.

1.04 SURCHARGES. The following surcharges shall be applied for violations of water warning use restrictions imposed under this chapter. Violations during a water emergency are considered a minimum B. violation and are double the rates listed below.

- A. First Violation. For a first violation, the utility shall issue a written notice of violation to the water user violating the water use restrictions imposed during a Water Watch, Water Warning or Water Emergency.
- B. Second Violation. For a second violation within a twelve-month period, an administrative surcharge shall be imposed on the customer's account in an amount of one hundred dollars plus two hundred percent (200%) of the fiscal years highest month's water bill.

- C. Subsequent Violations. For any subsequent violation within a twelve month period, an administrative surcharge shall be imposed in an amount equal to five hundred dollars plus two hundred percent (200%) of the fiscal years highest month's water bill, and, in addition, the utility shall Interrupt water service to the customer at the premises at which the violation occurred. Service shall not be restored until the customer has paid the surcharge and the reconnection fee and has provided reasonable assurance that future violations of Water Watch, Water Warning or Water Emergency use restrictions will not occur.

Any customer charged with a violation of the Water Watch, Water Warning or Water Emergency use restriction may request a hearing before the council. The council may conclude that a violation did not occur or that the circumstances under which the violation occurred warrant a complete or partial mitigation of the administrative surcharge.

- 1.05 **WATER APPEAL.** The City Council shall hear appeals of any action taken pursuant to a Water Watch, Water Warning or Water Emergency; however, if a customer is charged with a municipal infraction relating to this ordinance, that proceeding shall be conducted pursuant to Section 364.22 of the Code of Iowa.

- 1.06 **REDUCTION IN FLOW OF WATER TO ANY PERSON.** The Water Department, under authorization of the City Administrator, may reduce or disconnect the flow of water to any customer determined to be using water in any manner not in accordance with this ordinance during Water Watch, Water Warning or Water Emergency or for any matter that may be deemed a risk to the public health.

This reduction or potential disconnection may occur with or without notice, as judgement of severity has been decided by the City Administrator with the assistance of the Water Superintendent and the Water Department.

- 1.07 The filling of pools under water watch and water warnings stage 1 and 2 may be permissible by filing a permit and being granted approval with conditions and procedures as warranted by the Water Superintendent.

1.08 REPEALER CLAUSE.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

1.09 SEVERABILITY CLAUSE.

If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

1.10 EFFECTIVE DATE.

This ordinance shall be effective from and after the final passage, approval and publication as provided by law.