



**CITY COUNCIL MEETING NOTICE**  
**TUESDAY DECEMBER 14, 2021, 6:00 P.M.**

**CITY COUNCIL CHAMBERS**

**AGENDA**

- 1. ROLL CALL**
- 2. APPROVE AGENDA AS PRESENTED AND/OR AMENDED**
- 3. PRESENTATION/RECOGNITION**
  - a) Oath of Office-Mayor Kevin Deaton, Councilmember David Kuhn, Councilmember Rory Echer, Councilmember Nikolas Pilcher
  - b) Iowa State Snowmobile Association February Event for Spina Bifida Association of Iowa
- 4. PUBLIC COMMENT (5 MINUTE TIME LIMIT FOR ITEMS NOT ON THIS AGENDA)**
- 5. PUBLIC HEARINGS**
- 6. CONSENT AGENDA – *These are routine business items and will be acted upon by one Roll Call Vote without separate discussion unless a Councilmember or citizen requests an item to be removed or considered separately.***
  - a) Approve Minutes from the November 23, 2021 Regular Meeting
  - b) Approve Payment of Bills
  - c) Approve Alcohol Permit for Flight Bar & Grille Pending Dram Shop Approval
  - d) Approve Resolution No. 21-114 Payment Application No. 1 Water Treatment Plant Improvements
  - e) Approve Resolution No. 21-115 Submittal of Claims for Payment Prior to January 11, 2022
  - f) Approve Resolution No 21-116 Amendment to Agreement for the Utility Relocation for the I-35 Widening Project
  - g) Motion to Approve Submittal of Grant Application to Department of Homeland Security-Assistance to Firefighters Grant (AFG) for Eight (8) Sets of Turnout Gear
  - h) Motion to Approve Jake Hanks for Public Works Utility III Position
- 7. BUSINESS ITEMS**
  - a) Approve Resolution No. 21-117 Memorandum of Understanding with Story County on Voting Precinct
  - b.) First Reading of Ordinance No. 523 Huxley Voting Precincts
    - i. Motion to Waive Second and Third Readings of Ordinance No. 523
- 8. INFORMATIONAL ITEMS**
  - a) Derecho 2020 Report
  - b) Pro Commercial 2017 Draft Development Agreement
  - c) I-35 IDOT Widening Project and Trail Cost Estimate
  - d) Final Development Agreement Terms for Huxley Plaza, LLC
  - e) Final Development Agreement Terms for Meadowlane Investments, LLC

- f) Final Development Agreement Terms for Blue Sky Residential
- g) Westview Park Agreement
- h) STBG and TAP Funding for FY 2026
- i) Story County Code Enforcement Proposal
- j) Mid Iowa Planning Alliance

**9. CITY ADMINISTRATOR AND DIRECTOR REPORTS**

**10. MAYOR AND COUNCIL REPORTS**

**11. ADJOURNMENT**

**UPCOMING WORK SESSION TOPICS AND REGULAR COUNCIL AGENDA ITEMS**

FY 2023 Budget  
Council Goal Setting January 2022  
Joint Meeting Council/Park & Recreation Board  
Joint Meeting/Council/Ballard School Board  
Comprehensive Plan/Future Space and Facility Needs RFP  
Growth, Development and Annexation-Mapping Update  
Main Avenue Revitalization  
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.

# **COUNCIL COMMUNICATION**

## **AGENDA HEADING:**

December 14, 2021 Regular Council Meeting

## **SUBMITTED BY:**

Rita Conner, City Administrator

## **SYNOPSIS:**

The information below provides a summary of certain items for December 14, 2021. Please advise of questions on these or any other agenda item.

### **Presentation/Recognition**

- Oath of office to Mayor and Councilmembers-Elect from November 2020 election
- Bruno Andreini will be present to report on the February 2022 Iowa State Snowmobile Association Event for the Spina Bifida Association of Iowa event.

### **Consent**

- C. Alcohol permit for Flight Bar & Grille (to be located on HWY 69 at the Landing)
- D. First payment for Water Treatment Plant Improvements Project-please see accompanying Council Communication and Resolution for this item
- E. Submittal of Claims for Payment Prior to January 11, 2022. December 14<sup>th</sup>, 2021 is the last Council meeting until 1/11/22; this action allows claims to be paid in the interim.
- F. Amendment to V &K Agreement for Utility Relocation. Amends previous agreement for the IDOT's I-35 widening project to provide for the City to obtain utility relocation easements. Funds expended will be reimbursed by IDOT.
- G. Submittal of Grant Application for Department of Homeland Security Assistance to Firefighter's Grant. Huxley Fire & Rescue is working to submit an application for approximately \$30,000 for eight sets of turnout gear. Local match estimated at \$1500. A short window to submit by December 17. An application, if able to be completed, will be provided for Council information.
- Motion to Approve Jake Hanks for Public Utility III Position. Please see Council Communication for this item.

### **Business Items**

- A & B. These items are in regard to Huxley's required actions to combine an unincorporated, non-contiguous Census block in Union Township with Huxley Precinct 1. A memorandum of understanding (MOA) with Story County and Ordinance No. 523 are presented for Council approval, with a requested motion to waive the second and third readings of the Ordinance for timely adoption and submittal to the Story County Auditor.
- C., D., and E. Final Terms of Agreement for Huxley Plaza, LLC, Meadowlane Investments, LLC and Blue Sky Residential-please see accompanying Council Communications and Resolutions for these items

# COUNCIL COMMUNICATION

## Informational Items

A. Derecho 2020 Report. Summary of expenditures and revenues for the City of Huxley response to the August 10, 2020 weather event.

- Follow Up on Pro Commercial, I-35 IDOT Widening/Trail, Westview Park
- Information on upcoming CIP projects for STBG/TAP FY 2026

## COUNCIL GOAL SETTING 2021 PRIORITIES

<u>High</u>	<u>Status</u>
• Sidewalk infill	2020 process completed
• Increase transparency-Council Chambers media, newsletter	Completed
• Development agreement structures, TIF analysis and policy <ul style="list-style-type: none"><li>○ Project and cash flow information has been provided to EDC-Council</li><li>○ Priority areas and general parameters</li></ul>	
• Update Land Use and Zoning Maps	Completed
• Facility and space needs analysis	RFP in development
• Comprehensive Plan	RFP in development
• Centennial and Larson Park improvements	In FY 22 and LR CIP
<u>Moderate</u>	
• Plan for new business attraction	HDC Strategic Plan completed
• Plan for development/landowners-utilities	Sewer study done
	Water study done
	Updated growth boundary maps
	Work with Story County and other agencies

## HUXLEY CITY COUNCIL MEETING MINUTES

Tuesday, November 23, 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 Pro Tem Kuhn called the meeting to order at 6:04 pm.

**ROLL CALL:** Kuhn, Peterson, Easter, Mulder, Roberts

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

**CITY STAFF PRESENT:** Rita Conner – City Administrator, Jolene Lettow – City Clerk, Jeff Peterson - Public Works Director, Todd Moomaw - Fire Chief, Gerry Stoll – Police Chief, Cathy VanMaanen – Library Director

**CONSULTANTS PRESENT:** Forrest Aldrich – City Engineer/Veenstra & Kimm; Chip Schultz – Financial Advisor/Northland Securities

**PUBLIC COMMENT:** Incoming council member, Rory Echer, asked council to hold Resolution No. 21-111 until New Year and allow new council to discuss the tentative agreement between the City and Ballard Plaza owner.

**PUBLIC HEARING: Proposal to Enter into a General Obligation Water Improvement and Refunding Loan Agreement.** Mayor Pro Tem Kuhn opened hearing at 6:04pm. There was no public input. Motion by Peterson, second by Mulder to close hearing at 6:06pm. 5 ayes. Motion carried.

### CONSENT AGENDA:

Motion by Easter, second by Peterson to approve Consent Agenda as listed with Item d to be pulled from Consent Agenda for separate discussion.

- a. Approve Minutes from the November 9 Regular Meeting
- b. Approve Payment of Bills
- c. Approve Resolution No. 21-106 Polk County 911 Board Appointments
- d. *Motion to Approve Appointments of Megan Brendeland and Rick Peterson to the Huxley Library Board -pulled for separate discussion*
- e. Motion to Approve Appointment of Jay Johnson to the Parks and Recreation Board
- f. Approve Resolution No. 21-107 Annual Financial Report
- g. Approve Resolution No. 21-108 Urban Renewal Report
- h. Approve Resolution No. 21-109 FY 23 Tax Increment (TIF) Certifications to Story County

### Claims::

AFLAC	AFLAC	216.96
AMBER BLOME	CIRL COACH REFUND	37.50
BAKER & TAYLOR ENTERTAINME	BOOKS	370.18
BOLTON & MENK, INC	STREET/WATER MAIN DEVELOPMENT	0.00
BOUND TREE MEDICAL	ELECTRODES	72.00
BRIAN OETKER	CIRL COACH REFUND	35.00
BROOK MCPHERSON	CIRL COACH REFUND	30.00
BUD'S AUTO REPAIR INC	VEHICLE MAINTENANCE	844.16
CARDMEMBER SERVICE	SEE ATTACHED	4,393.21
CAROLYN MAI	FAREWAY REIMBURSEMENT	14.97
CENTER FOR CREATIVE JUSTIC	DONATION	100.00
CENTRAL IOWA DISTRIBUTING	SUPPLIES FOR WWTP	309.30
CHAD QUICK	SOCCER REFEREE	156.00
CHRIS SIEVERS	CIRL COACH REFUND	37.50
CLAMAN CONSTRUCTION, INC.	BUILDING PERMIT DEPOSIT REFUND	1,000.00
CONSTRUCTION & AGGREGATE P	SUPPLIES	588.90
CONSUMERS ENERGY	GAS AND ELECTRIC	8,645.80
DELTA DENTAL PLAN OF IOWA	DENTAL INSURANCE	1,395.68
DEMCO INC.	BOOK COVERING	317.16
DMF GARDENS	NORD KALSEM TREE PLANTING	2,614.47
DOLLAR GENERAL-REGIONS 410	LIBRARY PROGRAM SUPPLIES	36.90
EBS	MEDICAL INSURANCE	19,060.70
EDWARD JONES	IRA	250.00

ELLIOTT JOSEPHSON	CIRL COACH REFUND	37.50
ERIKA M HOTCHKIN	FACE PAINTING FOR FALL FEST.	300.00
FALLER, KINCHELOE & CO, PL	AUDIT PROGRESS	6,400.00
FIDELITY SECURITY LIFE	VISION INS	303.01
GALLS, LLC- DBA CARPENTER	PD HAT AND FLASHLIGHT HOLDER	174.18
GARBAGE GUYS	CITY TRASH PICKUP	610.00
GAVIN CRANDALL	CIRL COACH REFUND	37.50
HOKEL MACHINE SUPPLY	HOSE AND GAUGE	150.13
IDALS	PESTICIDE APPLICATOR RENEWAL	15.00
INTEGRATED PRINT SOLUTIONS	YOUTH BASKETBALL TSHIRTS	612.00
INTERNAL REVENUE SERVICE	FED WITHOLDING TAX	13,685.04
INTERSTATE BATTERIES	AUTO BATTERY	50.00
IOWA DNR	WWT LAB RECERTIFICATION	400.00
IOWA DOT	JANITORIAL SUPPLIES	119.83
IOWA FIREFIGHTERS ASSOCIAT	NEW MEMBER DUES	81.00
IPERS	IPERS	18,522.13
JESSICA SAGE	CIRL COACH REFUND	37.50
JON MASSMAN	CIRL COACH REFUND	37.50
KELLI MOORE	CIRL COACH REFUND	37.50
KELTEK INCORPORATED	OUTFITTING NEW POLICE VEHICLE	14,020.16
KEYSTONE LABORATORIES	MONTHLY WATER SAMPLING	
615.70KRISTA DUNN	CIRL COACH REFUND	
37.50		
KYLE BROSHAR	CIRL COACH REFUND	37.50
LINCOLN FINANCIAL GROUP	DISABILITY INSURANCE	1,315.95
LISSA FULKERSON	CIRL COACH REFUND	37.50
LOGAN HOOYER	CIRL COACH REFUND	37.50
MADISON WILCOX	BARRE INSTRUCTOR	65.00
MARCHESANO, JOSEPH	REIMBURSEMENT FOR TRAINING	184.21
MARCO, INC.	PUBLIC WORKS PRINTER	14.71
MASS MUTUAL RETIREMENT SER	DEFERRED COMPENSATION	250.00
MCFARLAND CLINIC	MEDICAL DIRECTOR STIPEND	100.00
MCFARLAND CLINIC	PRE-EMPLOYMENT PHYSICAL	768.50
MEGAN MILLER	CIRL COACH REFUND	37.50
MID-IOWA SOLID WASTE EQUIP	BROOMS FOR SWEEPER	961.45
MIDWEST ALARM SERVICES	ANNUAL FIRE ALARM MONITORING	495.72
NERD ART	NERD ART	200.00
NEVADA PARKS AND RECREATIO	CIRL BASKETBALL LEAGUE	625.00
NEW CENTURY FS INC	UNLEADED FUEL	3,265.72
OSCAR FROEHLICH	CIRL COACHING REFUND	32.50
OSCAR ROSALES	BALLOON ARTIST FOR FAL FESTIVA	200.00
PREMIER	LIBRARY PRINTER FEES	64.12
RACOM	PORTABLE RADIO MIC	185.75
ROCKY SMITH	CHEMICALS CLASS	36.05
S & P GLOBAL RATINGS	BOND RATING	20,250.00
SECURE SHRED SOLUTIONS	PD AND ADMIN DOCUMENT SHREDDIN	337.00
SETH TJADEN	CIRL COACHING REFUND	37.50
SHANE PALMER	CIRL COACHING REFUND	37.50
SHANNA WUNDER	CIRL COACHING REFUND	37.50
SIGN PRO	NUMBER DECALS FOR SQUADS	1,183.00
STARNET TECHNOLOGIES	LIFT STATIONS DATA FEE	120.00
STEVE BROKMAN	CIRL COACHING REFUND	37.50
SYNCB/AMAZON	BOOKS, DVDS, OFFICE SUPPLIES	228.08
TASC	FLEX BENEFIT PLANS	577.05
TREASURER, STATE OF IOWA	STATE WITHOLDING	4,629.00
U.S. BANK EQUIPMENT FINANC	LIBRARY COPIER LEASE	103.22
U.S. CELLULAR	CELL PHONE FOR AMBULANCE	88.41
VERIZON WIRELESS	PUBLIC WORKS CELL PHONES	331.36
WINDSTREAM IOWA COMMUNICAT	DISPATCH PHONE	160.02
WYNJA, PAT	CIRL COACHING REFUND	37.50
ZIEGLER INC	WWTP GENERATOR REPAIR	586.18

	<u>Expenses</u>	<u>Revenues</u>
001 General Fund	29,705.93	52,445.03
002 Library	3,649.93	13,621.49
003 Recreation	5,045.59	12,623.36
004 Fire and Rescue	1,917.23	938.45
014 Ambulance	529.79	5,919.05
110 Street	6,201.95	938.40
345 Water Plant Expansion	20,250.00	
398 DeRecho Storm	2,614.47	
600 Water	7,545.69	95,885.63
610 Sewer	12,816.00	<u>80,955.31</u>
Payroll	<u>60,830.52</u>	
Grand Total	\$ 151,107.10	\$ 263,326.72

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

Item d: Motion – Roberts, second – Mulder to Approve Megan Brendeland and Rick Peterson to Huxley Library Board. Roll Call: Roberts, Easter, Kuhn, Mulder voted yes; Peterson abstained. Motion carried.

**BUSINESS ITEMS:**

Motion – Roberts, second – Mulder to Approve Resolution No. 21-110 to Take Additional Action on Proposal to Enter into a General Obligation Water Improvement and Refunding Loan Agreement and Authorize the Use of a Preliminary Official Statement in Connection Therewith. Roll Call: Mulder, Peterson, Roberts, Easter voted yes; Kuhn voted no. Motion carried.

Motion – Roberts, second – Mulder to approve Resolution No. 21-111 for Preliminary Terms of Agreement for Project Generated Tax Increment for Huxley Plaza, LLC. Incoming councilmembers, Rory Echer and Niko Pilcher, asked council to recognize that there were going to be three new council members in the next year and asked council to wait on passing resolution. Councilman Peterson stated that existing council had worked on terms of agreement. Also remarked that efforts had been made to capture monies for the General Fund as opposed to previous agreements. Councilman Easter commented that the spreadsheet that council worked with on the Ballard Plaza agreement be provided to new council members. Staff commented that development agreement would be provided at next council meeting. Roll Call: Easter, Roberts, Peterson, Mulder, Kuhn voted yes. Motion carried.

Motion – Roberts, second – Mulder on Resolution No. 21-112 to Approve Council's Notice of Intent to Fill City Council Vacancy by Appointment. Nate Easter submitted resignation, effective January 1, 2022, due to purchasing home outside of city limits. Councilman Kuhn asked that interested persons complete an application to provide council with some level of background on candidates. Roll Call: Kuhn, Mulder, Peterson, Roberts voted yes; Easter abstained. Motion carried.

Motion – Peterson, second – Mulder on Resolution No. 21-113 to Approve Cambridge Law Enforcement Services Contract. Agreement expired in June 2021. Approval needed for new agreement which will become retroactive. Roll Call: Peterson, Mulder, Kuhn, Easter, Roberts voted yes. Motion carried.

Motion – Peterson, second – Roberts on Approval to Post for Public Works Utility Employee. Council asked to see revised organizational chart, budget impact, 5 to 10 year growth plan. Councilman Kuhn asked how salary was figured. 5 ayes, 0 nays. Motion carried.

ADJOURNMENT: Motion – Easter, second – Peterson to adjourn meeting at 7:24pm. 5 ayes, 0 nays. Motion carried.

Attest:

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David Kuhn, Mayor Prop Tem

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Jolene R. Lettow, City Clerk

**12-14-21 Council Claims List**

	A	B	C
1	VENDOR NAME	DESCRIPTION	GROSS AMOUNT
2	ACCUJET LLC	YEARLY JET VAC WORK & E 3RD STORM	\$ 16,468.35
3	ALLIANT ENERGY	GAS & ELECTRIC	\$ 10,905.06
4	ARNOLD MOTOR SUPPLY	OIL FILTERS	\$ 27.51
5	BAKER & TAYLOR ENTERPRISES	BOOKS	\$ 660.29
6	BAKER GROUP	REPAIR AT WWTP	\$ 1,014.54
7	BLM ENTERPRISES	MAPPING	\$ 2,250.00
8	BOK FINANCIAL	BOND ACCEPETANCE FEE	\$ 300.00
9	BOLTEN & MENK, INC.	STREET & WATER MAIN PROJECT	\$ 3,047.50
10	BRICK GENTRY P.C.	LEGAL FEES	\$ 950.00
11	BUD'S AUTO REPAIR INC	VEHICLE MAINTENANCE	\$ 143.01
12	CINTAS CORPORATION	MEDICAL SUPPLIES	\$ 82.32
13	COMPASS MINERALS AMERICA	COARSE ROCK SALT	\$ 7,603.23
14	CONCRETE TECHNOLOGIES	EAST 1ST STREET PAY AP NO 3	\$ 252,464.43
15	CONSTRUCTION & AGGREGATE P	HOSE, FITTINGS, CLAMPS	\$ 1,030.04
16	CONTINENTAL MANUFACTURING	AGREEMENT	\$ 40,179.93
17	CROSS TECHNOLOGIES, INC.	CALIBRATION METTLER SCALE	\$ 130.00
18	CUMMINS SALES AND SERVICE	GENERATOR REPAIR	\$ 1,540.66
19	DAN WHITE	VEHICLE SEAT REPAIR	\$ 365.00
20	DAVID WILCOX	BOOTCAMP INSTRUCTOR	\$ 160.00
21	DICKSON & LUANN JENSEN	DEVELOPERS AGREEMENT	\$ 74,551.75
22	DOOR & FENCE STORE INC.	FIRE STATION DOOR REPAIR	\$ 145.50
23	DOORS INC.	REPLACE DOORS AT CONCESSION	\$ 5,187.00
24	DUSTIN ADAMS	COACH REIMBURSEMENT	\$ 37.50
25	EDWARD JONES	IRA	\$ 125.00
26	ENVIRONMENTAL SYSTEMS RESE	ARCGIS FIELD AND GIS LICENSES	\$ 1,050.00
27	FAREWAY STORES, INC.	AGREEMENT	\$ 20,410.00
28	GALLS, LLC- DBA CARPENTER	PD UNIFORM PARTS	\$ 115.49
29	GANNETT HOLDINGS - CENTRAL	ANNUAL SUBSCRIP TO TRI-COUNTY T	\$ 46.80
30	GATEHOUSE-DB IOWA HOLDINGS	LEGAL PUBLICATIONS	\$ 554.19
31	GENERAL INSURANCE AGENCY	DRONE & WATER PLANT EXP RISK	\$ 5,646.00
32	HAWKINS, INC.	WATER TREATMENT CHEMICALS	\$ 2,272.41
33	HUXLEY COMMUNICATIONS COOP	PHONE, CABLE, INTERNET	\$ 1,567.96
34	INTEGRATED PRINT SOLUTIONS	YOUTH BBALL JERSEYS	\$ 3,716.00
35	INTEGRATED PRINT SOLUTIONS	WINTER PUBLIC WORKS SHIRTS	\$ 729.00
36	INTERNAL REVENUE SERVICE	PAYROLL TAXES	\$ 14,112.06
37	INTERSTATE BATTERIES	BATTERIES, SPOT LIGHT	\$ 1,038.03
38	IOWA DEPARTMENT OF PUBLIC	NCIC QUARTERLY CHARGE	\$ 300.00
39	IOWA DOT	JANITORIAL SUPPLIES	\$ 294.49
40	IOWA ONE CALL	EMAIL LOCATES	\$ 102.60
41	IPERS	IPERS	\$ 9,059.15
42	JACKI DRISCOLL	SANTA FOR SANTA EVENT	\$ 100.00
43	JERRY'S PAINTING	PAINTING UPSTAIRS 3CS & ADMIN	\$ 1,202.00
44	KEMPKER'S TRUE VALUE AND R	SEE ATTACHED	\$ 290.36
45	KURRENT ELECTRIC	REPAIR LIGHT SWITCHES IN GYM	\$ 200.00
46	MADISON WILCOX	BARRE INSTRUCTOR	\$ 55.00



**12-14-21 Council Claims List**

	A	B	C
47	MARCO TECHNOLOGIES LLC	ADMIN COPIER LEASE	\$ 306.75
48	MARCO, INC.	PUBLIC WORKS & PD COPIER/PRINTER	\$ 308.96
49	MASS MUTUAL RETIREMENT SER	DEFERRED COMPENSATION	\$ 125.00
50	MEADOW LANE INVESTMENTS, L	DEVELOPERS AGREEMENT	\$ 28,203.53
51	MENARDS - AMES	DOOR TRANSMITTERS	\$ 89.94
52	METERING & TECHNOLOGY SOLU	BARE METERS & HRE REGISTERS	\$ 5,121.00
53	MISCELLANEOUS VENDOR	UTILITY DEPOSIT REFUNDS	\$ 1,455.46
54	MOODY ELECTRIC	OUTLET FOR FIREPLACE	\$ 669.44
55	NCL OF WISCONSIN, INC.	OVEN THERMO & FRIDGE THERMO	\$ 308.27
56	NEW HARTFORD HIGH SCHOOL	AAU VB SITE HOSTING FEE	\$ 50.00
57	NORTHLAND CHEMICAL CORP	CLEANER & LAUNDRY DETERGENT	\$ 157.59
58	NOVANA BROWN	VACUUM FOR THE FIRE STATION	\$ 116.63
59	OTIS ELEVATOR COMPANY	ELEVATOR SERVICE 12/1-2/28/22	\$ 232.68
60	OXEN TECHNOLOGY	REMOTE LABOR & MONTHLY BILLING	\$ 409.75
61	PCC AN AMBULANCE BILLING S	AUGUST AMBULANCE BILLING	\$ 293.67
62	POMP'S TIRE SERVICE, INC.	TIRES FOR THREE VEHICLES	\$ 1,960.36
63	POSTMASTER	BULK POSTAGE	\$ 486.24
64	PREMIER	LIBRARY COPIER	\$ 146.33
65	PROTECT YOUTH SPORTS	BACKGROUND CHECKS	\$ 85.00
66	RADAR ROAD TEC	TUNING FORKS	\$ 76.00
67	RAY O'HERRON CO. INC.	PISTOL TRADE INS	\$ 362.00
68	ROBERTS, SUSAN	REIMBURSEMENTS	\$ 63.16
69	SAFE BUILDING COMPLIANCE &	BUILDING INSPECTIONS	\$ 7,782.49
70	SHELLEY KLINGBEIL	CIRL COACH REFUND	\$ 37.50
71	SKOLD DOOR & FLOOR COMPANY	FIXED COUNCIL CHAMBERS SLIDER	\$ 340.00
72	SOUTH STORY BANK & TRUST	AGREEMENT	\$ 28,320.06
73	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	\$ 450.74
74	STOLL, GERALD	REIMBURSEMENT FOR TROPHY ORDER	\$ 34.08
75	STORY COUNTY AUDITOR	CITY/SCHOOL ELECTION ITEMS	\$ 754.37
76	TASC - CLIENT INVOICES	FLEX PLAN ANNUAL FEES	\$ 185.82
77	TONYA BECKER	TRX FUSION INSTRUCTOR	\$ 115.00
78	TREASURER, STATE OF IOWA	STATE WITHHOLDING	\$ 2,394.00
79	U. S. CELLULAR	AMBULANCE CELL PHONE	\$ 90.36
80	UNITED HEALTHCARE	AMBULANCE SERVICE OVERPAYMENT	\$ 20.00
81	USA BLUEBOOK	GGA, THERMO, BUFFFER PACK, SALT	\$ 496.46
82	VEENSTRA & KIMM, INC.	ENGINEERING FEES	\$ 16,119.74
83	VERIZON WIRELESS	PD CELL PHONES	\$ 241.47
84	VISIONBANK	AGREEMENT	\$ 5,285.53
85	VITZTHUM, KEITH	CLOTHING ALLOWANCE REIMBURSED	\$ 288.81
86	Payroll Expense		\$ 60,160.57
87	<b>GRAND TOTAL</b>		<b>\$ 646,374.92</b>
88			
89			
90			
91			
92			

**12-14-21 Council Claims List**

	A	B	C
93			
94		<b>FUND TOTALS</b>	
95	001 GENERAL FUND	\$ 39,586.72	
96	002 LIBRARY	\$ 5,362.99	
97	003 RECREATION	\$ 7,965.97	
98	004 FIRE AND RESCUE	\$ 777.07	
99	014 AMBULANCE	\$ 1,042.40	
100	110 ROAD USE TAX	\$ 16,326.86	
101	125 TIF	\$ 196,950.80	
102	325 E. 1ST ST RECONSTRUCTI	\$ 256,925.53	
103	345 WATER PLANT EXPANSION	\$ 11,940.68	
104	600 WATER UTILITY	\$ 25,793.04	
105	610 SEWER UTILITY	\$ 23,542.29	
106	01 PAYROLL EXPENSE	\$ 60,160.57	
107	<b>GRAND TOTAL</b>	<b>\$ 646,374.92</b>	
108			
109			
110	<b>TRUE VALUE BREAK DOWN</b>		
111	P & R	key, electrical tape,	\$ 38.43
112	Water	battery, ties, key,	\$ 45.97
113	Library	hardware for shelves	\$ 10.99
114	Wastewater	broom, dustpans, tubing, gfci, scissors, battery, toilet cleaner, wrench, pliers, snap knife	\$ 139.25
115	Parks	antifreeze blend, wire	\$ 55.72
116	<b>Total</b>		<b>\$ 290.36</b>

**Huxley RECAP  
November, 2021**

<u>Account No.</u>	<u>Account Name</u>	<u>Statement No.</u>	<u>Balance Due</u>
15398.000	Municipal	363851	\$900.00
15398.001	Prosecutions		
15398.002	Fire and Rescue		
15398.003	Prairie Ridge		
15398.005	Litigation		
15398.006	Bond Claims		
15398.011	Planning & Zoning	363853	\$75.00
15398.012	Public Works		
15398.013	Police	363854	\$100.00
15398.014	Parks		
15398.015	Nuisance Abatement	363852	\$412.50
15398.016	HDC		
15398.017	Library		
15398.018	Development		
Total:			\$1,487.50

## Application App-143023 Pending Dramshop Review



noreply@salesforce.com on behalf of IOWA ABD Licensing Support <elaps@iowaabd.com>

To: Jolene Lettow

Cc: licensingnotification@iowaabd.com



Fri 12/3/2021 4:30 PM

You forwarded this message on 12/9/2021 2:28 PM.  
The actual sender of this message is different than the normal sender. [Click here to learn more.](#)

Hello,

Application Number App-143023 has been set to "Pending Dramshop Review" status and is currently awaiting verification from the Applicant's designated Insurance Company. Once that has happened, you will receive a notification indicating that this Application will be ready for your review.

Corp Name: M&M PACHA LLC

DBA: Flight Bar and Grille

License Number:

Application Number: App-143023

Tentative Effective Date: 1/7/2022

License Type: Class C Liquor License (LC)

Application Type: New

Amendment Type:

Thank you.

# **COUNCIL COMMUNICATION**

## **AGENDA HEADING:**

Approving Payment Application No. 1 for the Water Treatment Plant Improvements Project

## **SUBMITTED BY:**

Rita Conner, City Administrator

## **SYNOPSIS:**

Veenstra and Kimm, Inc (Forrest Aldrich, P.E., 3000 Westown Parkway West Des Moines, Iowa 50266) has submitted pay application No. 1 from Woodruff Construction (1920 Philadelphia Street\ Ames, Iowa 50010) in the amount of \$319,803.25 for work completed from October 12, 2021 to December 7, 2021 on the Water Treatment Plant Improvements Project.

Additional information is below and in the attachments.

## **FISCAL IMPACT:**

Amount: \$319,803.25

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

## **ADDITIONAL INFORMATION: YES**

- Work in this pay request includes obtaining required bonds and insurance to conduct the project, staging in equipment, and initiation of work.

## **PREVIOUS COUNCIL ACTION(S): YES**

- October 12, 2021 Council Approved Notice to Proceed, Contract and Bonds

## **RECOMMENDATION: APPROVAL**

## **ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:**

- Continued work on the project
- Inspection and presentation of the public improvements for Council action and acceptance

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. 21-114**

**RESOLUTION APPROVING PAYMENT APPLICATION NO. 1 FOR THE  
WATER TREATMENT PLANT IMPROVEMENTS PROJECT**

WHEREAS, on October 12, 2021 by Resolution No. 21-034, City Council approved the notice to proceed, contract, and bond with a general contractor and authorized Mayor to execute the contract with Woodruff Construction for the Water Treatment Plant Improvements project and;

WHEREAS, Veenstra & Kimm, Inc. has reviewed the first payment application in the amount of \$319,803.25 for work including obtaining required bonds and insurance to conduct the project, staging in equipment, and initiation of work and recommendation of payment.

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

Payment No. 1 in the amount of \$319,803.25 is hereby approved.

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

***PASSED, ADOPTED AND APPROVED*** this 14<sup>th</sup> day of December 2021.

**APPROVAL BY MAYOR**

I hereby approve the foregoing **Resolution No. 21-114** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 14<sup>th</sup> day of December 2021.

\_\_\_\_\_  
Kevin Deaton, Mayor

ATTEST:

\_\_\_\_\_  
Jolene R. Lettow, City Clerk



# VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320  
515-255-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

## PAY ESTIMATE NO. 1

Date: December 7, 2021

Project Title		Water Treatment Plant Improvements			Contractor		Woodruff Construction	
		Huxley, Iowa					1920 Philadalephia St. #102	
							Ames, Iowa 50010	
Orig. Contract Amount & Date		\$10,995,400.00	October 12, 2021			Pay Period		October 12, 2021 to December 7, 2021
BID ITEMS								
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed	
01000	Bonds & Insurance	LS	xxxx	\$ 303,585.00	\$ 303,585.00	100%	\$303,585.00	
01000	General Conditions	LS	xxxx	\$ 661,000.00	\$ 661,000.00	5%	\$33,050.00	
02050	Demolition & Modifications	LS	xxxx	\$ 74,228.00	\$ 74,228.00		\$0.00	
02200	Earthwork, Excavation & Backfill	LS	xxxx	\$ 328,700.00	\$ 328,700.00		\$0.00	
02520	Pavement & Sidewalks	LS	xxxx	\$ 84,400.00	\$ 84,400.00		\$0.00	
02610	Buried Piping & Site Utilities	LS	xxxx	\$ 679,470.00	\$ 679,470.00		\$0.00	
02830	Chain Link Fencing, Gates	LS	xxxx	\$ 35,500.00	\$ 35,500.00		\$0.00	
03200	Concrete Reinforcement - Material	LS	xxxx	\$ 109,067.00	\$ 109,067.00		\$0.00	
03300	Detention Tank Concrete	LS	xxxx	\$ 197,800.00	\$ 197,800.00		\$0.00	
03300	Building Concrete Foundations	LS	xxxx	\$ 137,600.00	\$ 137,600.00		\$0.00	
03300	Building Concrete Sog	LS	xxxx	\$ 89,300.00	\$ 89,300.00		\$0.00	
03300	Ground Storage Tank Concrete	LS	xxxx	\$ 75,200.00	\$ 75,200.00		\$0.00	
03300	Concrete Equipment & Housekeeping Pads	LS	xxxx	\$ 68,600.00	\$ 68,600.00		\$0.00	
03421	Precast Concrete	LS	xxxx	\$ 145,800.00	\$ 145,800.00		\$0.00	
04200	Masonry	LS	xxxx	\$ 334,900.00	\$ 334,900.00		\$0.00	
05120	Structural Steel & Metal Fabrications	LS	xxxx	\$ 182,500.00	\$ 182,500.00		\$0.00	
06100	Rough Carpentry	LS	xxxx	\$ 7,200.00	\$ 7,200.00		\$0.00	
06250	Cabinets, Countertops & Furniture	LS	xxxx	\$ 25,000.00	\$ 25,000.00		\$0.00	
07110	Damproofing	LS	xxxx	\$ 8,050.00	\$ 8,050.00		\$0.00	
07410	SS Metal Roof & Gutters	LS	xxxx	\$ 230,000.00	\$ 230,000.00		\$0.00	
07900	Joint Sealers	LS	xxxx	\$ 8,500.00	\$ 8,500.00		\$0.00	
07540	PVC Membrane Roofing & Metal Coping	LS	xxxx	\$ 31,400.00	\$ 31,400.00		\$0.00	
08110	Steel Doors, Frames & Hardward	LS	xxxx	\$ 31,850.00	\$ 31,850.00		\$0.00	
08120	Aluminum Doors, Frames & Glazing	LS	xxxx	\$ 14,300.00	\$ 14,300.00		\$0.00	
08306	Access Hatches	LS	xxxx	\$ 8,700.00	\$ 8,700.00		\$0.00	
08330	Coiling Overhead Door	LS	xxxx	\$ 14,300.00	\$ 14,300.00		\$0.00	
09510	Acoustical Ceilings	LS	xxxx	\$ 5,600.00	\$ 5,600.00		\$0.00	
09650	Resilient Tile Flooring	LS	xxxx	\$ 8,900.00	\$ 8,900.00		\$0.00	
09702	Decorative Quartz Epoxy Flooring	LS	xxxx	\$ 4,700.00	\$ 4,700.00		\$0.00	
09900	Painting & Coatings	LS	xxxx	\$ 100,600.00	\$ 100,600.00		\$0.00	
10400	Identifying Devices	LS	xxxx	\$ 7,500.00	\$ 7,500.00		\$0.00	
10522	Fire Extinguishers	LS	xxxx	\$ 1,300.00	\$ 1,300.00		\$0.00	
11200	Aerator	LS	xxxx	\$ 69,500.00	\$ 69,500.00		\$0.00	
11224	Chemical Feed & Gas Disinfection Equipment	LS	xxxx	\$ 313,250.00	\$ 313,250.00		\$0.00	
11320	Membrane Softening System	LS	xxxx	\$ 1,980,000.00	\$ 1,980,000.00		\$0.00	
11321	Horizontal Pressure Filters	LS	xxxx	\$ 941,700.00	\$ 941,700.00		\$0.00	
11405	Pumps	LS	xxxx	\$ 167,600.00	\$ 167,600.00		\$0.00	
12490	Window Roller Shades	LS	xxxx	\$ 1,400.00	\$ 1,400.00		\$0.00	
13200	Glass Coated, Bolted Steel Storage Tank	LS	xxxx	\$ 728,000.00	\$ 728,000.00		\$0.00	
13570	Inside Process Piping & Valves	LS	xxxx	\$ 861,500.00	\$ 861,500.00		\$0.00	
14310	Hoisting Equipment	LS	xxxx	\$ 2,400.00	\$ 2,400.00		\$0.00	
15400	Plumbing	LS	xxxx	\$ 128,500.00	\$ 128,500.00		\$0.00	
15600	Heating, Ventilation & Air Conditioning	LS	xxxx	\$ 163,200.00	\$ 163,200.00		\$0.00	
16000	Electrical Distribution & Lighting	LS	xxxx	\$ 812,800.00	\$ 812,800.00		\$0.00	
16480	Low Voltage Motor Control Centers	LS	xxxx	\$ 145,000.00	\$ 145,000.00		\$0.00	
16620	Standby Generator System	LS	xxxx	\$ 250,000.00	\$ 250,000.00		\$0.00	
17100	Process Control & Instrumentation Systems	LS	xxxx	\$ 415,000.00	\$ 415,000.00		\$0.00	





SUMMARY					
			Contract Price		Value Completed
Original Contract Price			\$10,995,400.00		\$336,635.00
Approved Change Order (list each)		No. 1			
		No.2			
		No. 3			
		No. 4			
Revised Contract Price			\$10,995,400.00		\$336,635.00
Materials Stored					\$0.00
Value of Completed Work and Materials Stored					\$336,635.00
Less Retained Percentage (5%)					\$16,831.75
Net Amount Due This Estimate					\$319,803.25
Less Estimate(s) Previously Approved		No. 1			
		No. 2			
		No. 3			
		No. 4			
		No. 5			
		No. 6			
		No. 7			
		No. 8			
Total Previously Approved					\$0.00
Percent Complete	3%	Amount Due This Estimate			\$319,803.25

The amount \$319,803.25 is recommended for approval for payment in accordance with the terms of the Contract.

<b>Prepared By:</b> <b>Woodruff Construction</b> Signature <i>zphillips</i> Digitally signed by Zach Phillips Date: 2021.12.08 15:39:38-08'00'	<b>Recommended By:</b> <b>Veenstra &amp; Kimm, Inc.</b> Signature <i>James Alderd</i>	<b>Approved By:</b> <b>City of Huxley</b> Signature
Title Project Manager	Title Project Engineer	Title
Date 12/8/2021	Date 12/8/2021	Date

**RESOLUTION NO. 21-115**

**RESOLUTION AUTHORIZING PAYMENT OF CLAIMS AS SUBMITTED PRIOR TO  
NEXT REGULAR COUNCIL MEETING ON JANUARY 11, 2022**

WHEREAS, City Council will meet one time in December 2021 and;

WHEREAS, routine bills will continue to be submitted for payment in a timely fashion prior to the next regular Council meeting of January 11, 2022 and;

WHEREAS, bills submitted to the City between December 14<sup>th</sup> and January 1<sup>st</sup>, 2022 are able to be timely paid by this Resolution and listed for Council review in the claims report for January 11, 2022.

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

Claims submitted between December 14<sup>th</sup>, 2021 and January 1<sup>st</sup>, 2022 are hereby approved for payment.

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

***PASSED, ADOPTED AND APPROVED*** this 14<sup>th</sup> day of December 2021.

**APPROVAL BY MAYOR**

I hereby approve the foregoing **Resolution No. 21-115** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 14<sup>th</sup> day of December 2021.

\_\_\_\_\_  
Kevin Deaton, Mayor

ATTEST:

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

**RESOLUTION NO. 21-116**

**RESOLUTION APPROVING AMENDMENT TO PROFESSIONAL SERVICES  
AGREEMENT WITH VEENSTRA & KIMM, INC. FOR UTILITY RELOCATION FOR  
THE IOWA DEPARTMENT OF TRANSPORTATION I-35 WIDENING PROJECT**

**WHEREAS**, on April 27, 2021 by Resolution No. 21-036, City Council approved a contract for professional civil engineering services with Veenstra & Kimm, Inc. in the amount of \$74,800 to prepare design plans and specifications for the relocation of utilities as part of the Iowa Department of Transportation (IDOT) I-35 Widening Project and;

**WHEREAS**, Veenstra and Kimm, Inc. have presented an amendment to the agreement describing the services to be provided and the associated additional cost not to exceed \$24,800 and;

**WHEREAS**, the IDOT will reimburse the City of Huxley for the engineering services to perform the work in the agreement.

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

The amendment to the professional engineering services agreement from Veenstra and Kimm, Inc is hereby approved.

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

***PASSED, ADOPTED AND APPROVED*** this 14<sup>th</sup> day of December 2021.

**APPROVAL BY MAYOR**

I hereby approve the foregoing **Resolution No. 21-116** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 14<sup>th</sup> day of December 2021.

\_\_\_\_\_  
Kevin Deaton, Mayor

ATTEST:

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

**AMENDMENT TO AGREEMENT**

**UTILITY RELOCATION FOR INTERSTATE 35 WIDENING  
CITY OF HUXLEY, IOWA**

**THIS AMENDMENT TO AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between the **CITY OF HUXLEY, IOWA**, hereinafter referred to as the **City**, party of the first part, and **VEENSTRA & KIMM, INC.** of West Des Moines, Iowa, a corporation organized and existing under the laws of the State of Iowa, hereinafter referred to as the **Engineers**,

**WITNESSETH, THAT WHEREAS**, the City entered into an Agreement with Veenstra & Kimm, Inc. on April 27, 2021 to provide engineering services for the Utility Relocation for Interstate 35 Widening project, and

**WHEREAS**, the Agreement dated April 27, 2021 provided easements were to be prepared and obtained by the Iowa Department of Transportation, and

**WHEREAS**, the City has received notice from the Iowa Department of Transportation that they are no longer able to prepare and obtain easements and City shall obtain easements for the relocation of utilities, and

**WHEREAS**, the City desires to retain the Engineers to prepare and obtain easements for the design of the Project.

**NOW, THEREFORE**, it is agreed by and between the parties hereto the Agreement dated April 27, 2021 is amended by the following additions, deletions and modifications to wit:

1. Delete “**2. DESIGN SURVEYS**” in its entirety and substitute the following:

“**2. DESIGN SURVEYS.** The Engineers shall prepare their drawings from field topographic surveys. Field surveys will include those surveys necessary for the preparation of plans, specifications, and easements. Design surveys do not include property surveys for the acquisition of land or right-of-way.”.
2. Delete “**7. EASEMENTS**” in its entirety and substitute the following:

“**7. EASEMENTS.** The Engineers shall prepare legal descriptions and drawings for construction easements along the proposed improvements. The Engineers will be responsible for meeting with property owners and securing the construction easements. The City will be responsible for filing and legal fees.”.
3. Under “**10. COMPENSATION**” following paragraph a. insert the following paragraph:

“b. For the scope of services set forth in **7. EASEMENTS**, the fee shall be based on the fees for the time the Engineers' personnel are engaged in the performance of the work, plus direct costs incurred by the Engineers for work associated with the Project. The total fee for engineering easement services shall not exceed the sum of Twenty-four Thousand Eight Hundred Dollars (\$24,800).”.
4. Except as modified herein, the terms and provisions of the Agreement dated April 27, 2021 shall remain in full force and effect.

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

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

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

**CITY OF HUXLEY, IOWA**


**ATTEST:**


By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Clerk

**VEENSTRA & KIMM, INC.**

**ATTEST:**

By   
President

By 

# COUNCIL COMMUNICATION

## **AGENDA HEADING:**

Motion to Approve Public Works Utility Employee III

**SUBMITTED BY:** Rita Conner, City Administrator; Jeff Peterson, Public Works Director

## **SYNOPSIS:**

Recommending approval of Jake Hanks as Public Works Utility III.

Additional information is below.

## **FISCAL IMPACT: YES**

New Salary: \$53,450      Existing salary: \$51,521

Funding Source: Water (80%) and Wastewater (20%) Funds

## **ADDITIONAL INFORMATION: YES**

- Primary responsibilities for this position will be in water treatment operations and related duties. Will also assist with other operations of the Public Works Department as warranted.
- The Public Works Department manages the City's infrastructure and operations, including the wastewater treatment plant, water treatment plant, street repair, rehabilitation, sweeping, striping and snow removal, and the pipes, intakes, and manholes that make up the City's underground water, wastewater and stormwater management systems. In addition, Public Works provides maintenance support in over 30 acres of parks, cemetery and right of way management, building and equipment repair and performs inspections, locates and plan review input as part of the site plan and subdivision process and support for the City's Capital Improvement Plan (CIP).
- Full time staff in the Public Works Department providing daily, weekly and on-call coverage currently numbers 6, which includes the Public Works Director, Water Superintendent/Assistant Public Works Director, Wastewater Superintendent, Street Superintendent and two Public Works Utility employees. Another employee is shared between the Public Works and Parks & Recreation Departments. Seasonal part time employees vary between 3-4 personnel.
- Public Works operations are both visible and invisible to the public, providing essential services that impact the daily lives of Huxley citizens. They operate the facilities, plants, and equipment necessary to keep up with growth as well as State and national industry standards.

## **PREVIOUS COUNCIL ACTION(S): YES**

- November 23, 2021 Council Approval of Motion to Approve Posting for Public Works Utility Employee III and Public Works Utility Employee I

# Memorandum of Agreement

The parties to this agreement are the City of Huxley, Iowa ("City"), and Story County, Iowa ("County"). This agreement is entered into as of December 14, 2021.

## WHEREAS:

Following the federal decennial census, and after the redistricting of congressional and legislative districts, city councils and county boards of supervisors are required to complete any changes in precinct and ward boundaries.

Cities and counties are required to use federal census block information when defining precincts and wards for the purposes of redistricting.

The following unincorporated federal census block in Union Township is not contiguous with the township: 191690101021055

The City and the County agree to combine said census block with the contiguous Huxley Precinct 1, as defined by City of Huxley, Ordinance No. 523, into one voting precinct.

Furthermore, election precincts composed partially of unincorporated territory and partially of all or any part of an incorporated city may be established within a single county in any manner which is not contrary to *Code of Iowa* §49.3.

For voting purposes, the City and the County agree to combine the following unincorporated territory with Huxley Precinct 2:

- Huxley Precinct 2 and the unincorporated territory of Palestine Township into one voting precinct

Dated this 14<sup>th</sup> day of December, 2021.

City of Huxley, Iowa

By \_\_\_\_\_  
Kevin Deaton, Mayor

Attest:

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

Dated this \_\_\_\_ of December, 2021.

County of Story, Iowa

By \_\_\_\_\_  
Lisa K. Heddens, Chair, Board of Supervisors

Attest:

\_\_\_\_\_  
Lucy Martin, Auditor



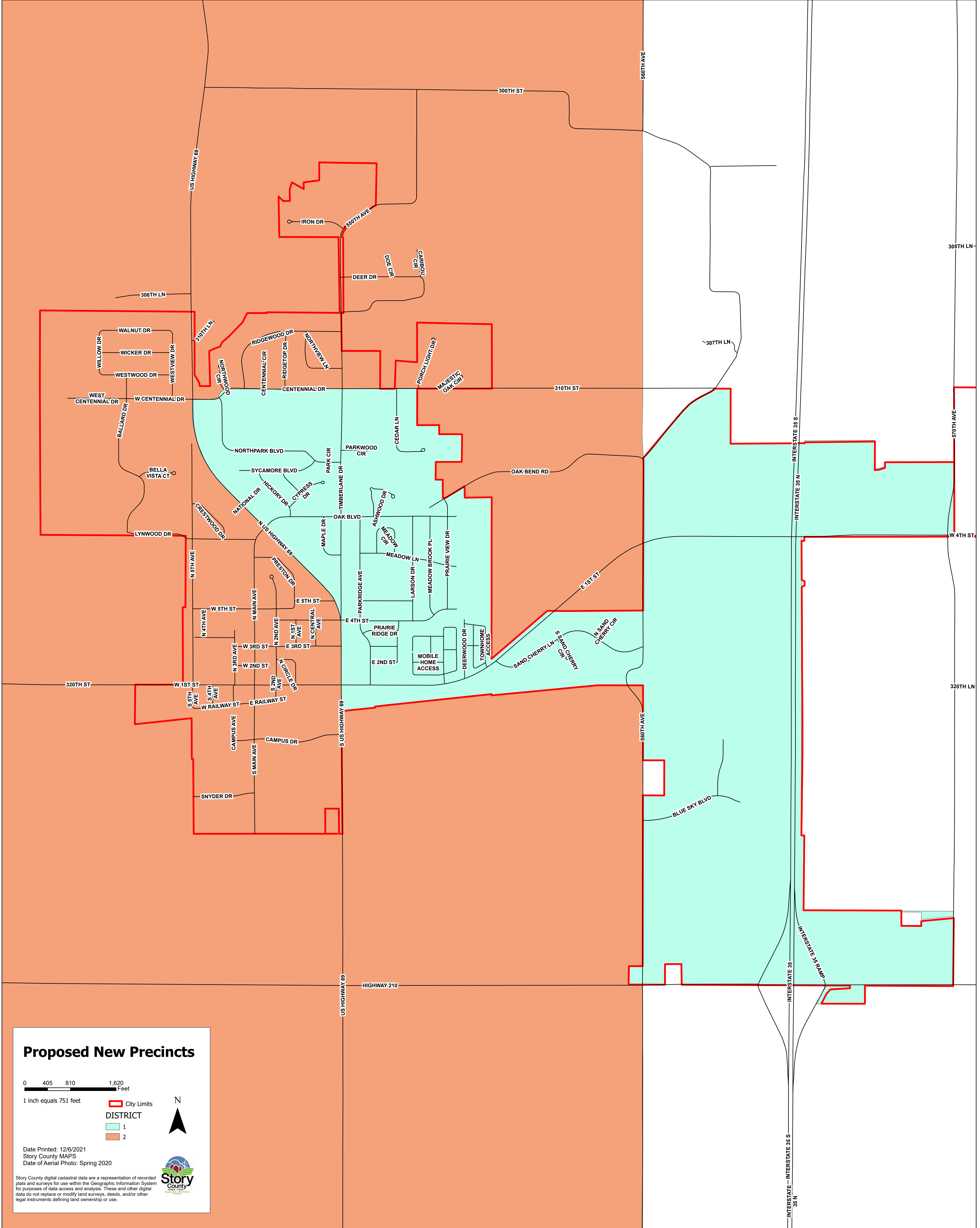
## **Huxley Precincts following 2020 Decennial Census**

**First Precinct.** The area bounded by the following description, proceeding generally in a clockwise direction:

Beginning at the intersection of N US Highway 69 and Centennial Drive, thence east along the centerline of Centennial Drive to the west right of way of Porch Light Drive, thence south following the corporate limits to the centerline of Oak Bend Road, thence south and east following the corporate limits to the centerline of 560<sup>th</sup> Avenue, thence northerly following the corporate limits and 560<sup>th</sup> Avenue to their intersection with 310<sup>th</sup> Street, thence easterly following the corporate limits to the centerline of 570<sup>th</sup> Avenue, thence following the corporate limits south along 570<sup>th</sup> Avenue, west along East 1<sup>st</sup> Street, south along Interstate 35 and returning east to the centerline of 570<sup>th</sup> Avenue, thence south along the centerline of 570<sup>th</sup> Avenue to Highway 210, thence following the corporate limits west along Highway 210 to their second intersection with the centerline of 560<sup>th</sup> Avenue, thence north and west following the corporate limits to their intersection with the centerline of S US Highway 69, thence north along the centerline of S US Highway 69 to the intersection with the centerline of East 1<sup>st</sup> Street, thence northwest along the centerline of N US Highway 69 to the intersection with the centerline of Centennial Drive and the point of beginning.




**Second Precinct.** The area bounded by the following description, proceeding generally in a clockwise direction:

Beginning at the intersection of N US Highway 69 and Centennial Drive, thence southeast along the centerline of N US Highway 69 to the intersection with the centerline of East 1<sup>st</sup> Street, thence south along the centerline of S US Highway 69 to the corporate limits and continuing south along the corporate limits, thence west and north following the corporate limits to their intersection with the centerline of West 1<sup>st</sup> Street, thence east along the centerline of West 1<sup>st</sup> Street, thence following the corporate limits northerly, easterly, and southerly to the intersection with the centerline of 310<sup>th</sup> Street, thence west along the centerlines of 310<sup>th</sup> Street and Centennial Drive to the intersection of N US Highway 69 and the point of beginning.



Proposed New Precincts

0 405 810 1,620 Feet  
1 inch equals 751 feet

 City Limits  
**DISTRICT**  
 1  
 2



Date Printed: 12/6/2021  
Story County MAPS  
Date of Aerial Photo: Spring 2020

Story County digital cadastral data are a representation of recorded plats and surveys for use within the Geographic Information System for purposes of data access and analysis. These and other digital data do not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership or use.



**ORDINANCE NO. 523**

**AN ORDINANCE ESTABLISHING VOTING PRECINCTS IN THE CITY OF HUXLEY, IOWA  
IN RESPONSE TO THE FEDERAL DECENNIAL CENSUS IN ACCORDANCE WITH CHAPTER 49, CODE OF  
IOWA BY AMENDING THE CODE OF ORDINANCES CHAPTER 6, SECTION 6.07 AND  
RE-ADOPTING SAID CHAPTER AND SECTION AS REVISED AND ESTABLISHING AN EFFECTIVE DATE**

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

**SECTION ONE:** The Code of Ordinances of the City Huxley shall be and is hereby amended by repealing and amending Chapter 6, Section 6.07, numbered paragraphs 1, 2 and 3 under Section 6.07, and readopting said section title, section, and paragraphs as follows:

**6.07 ELECTION PRECINCTS**

1. For the purposes of best serving the convenience of the voters, elections precincts are described as follows:

**First Precinct.** The area bounded by the following description, proceeding generally in a clockwise direction:

Beginning at the intersection of N US Highway 69 and Centennial Drive, thence east along the centerline of Centennial Drive to the west right of way of Porch Light Drive, thence south following the corporate limits to the centerline of Oak Bend Road, thence south and east following the corporate limits to the centerline of 560<sup>th</sup> Avenue, thence northerly following the corporate limits and 560<sup>th</sup> Avenue to their intersection with 310<sup>th</sup> Street, thence easterly following the corporate limits to the centerline of 570<sup>th</sup> Avenue, thence following the corporate limits south along 570<sup>th</sup> Avenue, west along East 1<sup>st</sup> Street, south along Interstate 35 and returning east to the centerline of 570<sup>th</sup> Avenue, thence south along the centerline of 570<sup>th</sup> Avenue to Highway 210, thence following the corporate limits west along Highway 210 to their second intersection with the centerline of 560<sup>th</sup> Avenue, thence north and west following the corporate limits to their intersection with the centerline of S US Highway 69, thence north along the centerline of S US Highway 69 to the intersection with the centerline of East 1<sup>st</sup> Street, thence northwest along the centerline of N US Highway 69 to the intersection with the centerline of Centennial Drive and the point of beginning.

**Second Precinct.** The area bounded by the following description, proceeding generally in a clockwise direction:

Beginning at the intersection of N US Highway 69 and Centennial Drive, thence southeast along the centerline of N US Highway 69 to the intersection with the centerline of East 1<sup>st</sup> Street, thence south along the centerline of S US Highway 69 to the corporate limits and continuing south along the corporate limits, thence west and north following the corporate limits to their intersection with the centerline of West 1<sup>st</sup> Street, thence east along the centerline of West 1<sup>st</sup> Street, thence following the corporate limits northerly, easterly, and southerly to the intersection with the centerline of 310<sup>th</sup> Street, thence west along the centerlines of 310<sup>th</sup> Street and Centennial Drive to the intersection of N US Highway 69 and the point of beginning.

2. Polling places shall be determined by the Story County Commissioner of Elections to best serve the needs of the voters.

**SECTION TWO:** Repealer. All ordinances, or parts of ordinances, in conflict with the provisions of this ordinance are hereby repealed.

**SECTION THREE:** 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.

**SECTION FOUR:** Effective Date. This ordinance shall be in effect for city elections for city elections occurring after January 15, 2022 after its final passage, approval and publication as provided by law.

**PASSED AND APPROVED** this 14th day of December, 2021.

\_\_\_\_\_  
Kevin Deaton, Mayor

ATTEST:

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

Posted Date: \_\_\_\_\_

*Record Of Vote of Ordinance No. 523*

**First Reading** \_\_\_\_\_

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

**Second Reading** \_\_\_\_\_

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

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

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

STATE OF IOWA  
COUNTY OF STORY  
CITY OF HUXLEY

SS:

I, the undersigned, City Clerk of the City of Huxley, Iowa, do hereby certify that the attached is a true, correct and complete copy of all the records of the City Council of the City relating to the adoption of an ordinance entitled "Ordinance No. 521. An Ordinance Amending Chapter 165 of the Huxley Municipal Code of Iowa.

WITNESS MY HAND this 14th day of December, 2021.

\_\_\_\_\_  
Jolene R. Lettow, City Clerk

# COUNCIL COMMUNICATION

## **AGENDA HEADING:**

Final Terms of Agreement with MR Properties dba Huxley Plaza, LLC for the Ballard Plaza Commercial Rehabilitation Project

## **SUBMITTED BY:**

Rita Conner, City Administrator

## **SYNOPSIS:**

On November 23, 2021, by Resolution No. 21-111, City Council approved Preliminary Terms of Agreement with Huxley Plaza, LLC (Chris Gardner 506 East 1<sup>st</sup> Street Huxley, Iowa 50124)) for a \$893,761 improvement project to the Plaza commercial business center on N. US HWY 69. The 45,472 square foot center was constructed in 1975 and purchased by Huxley Plaza, LLC in May of 2021 for \$1,825,000.

The Story County Assessor placed the center's real estate condition as being between 25% and 45% economically obsolete. With the building's age and condition, as well as newer, competitive commercial retail space in nearby cities, new investment is warranted to continue to keep the Plaza real estate as competitive in the market as possible.

Huxley Plaza, LLC plans to pay for the Plaza improvements up-front with their bank financing and equity. The proposed project-generated TIF rebate grant ( nothing would be collected from taxes outside the project for this grant, and nothing from the City would be provided up-front) would acknowledge the risk in receiving an adequate projection of return on investment for the project. The City of Huxley was originally requested to provide \$400,000 in a project-generated rebate grant. At two prior Council worksessions, Council reviewed different scenarios and were provided with the cash flow projections showing the estimated new taxes that the investment will create, and discussed how these could be distributed to offset the risk of the project.

A tax increment grant payment generated by the new taxable valuation would begin no earlier than 2023, if the improvements are completed in 2021 for January 1, 2022 valuation assessment.

Additional information is below and in the attachment.

## **FISCAL IMPACT:**

Amount: \$220,000

Funding Source: Project generated tax increment

## **ADDITIONAL INFORMATION:**

- City TIF cash flow table provided to City Council along with developer cost estimates
  - Beginning valuation of buildings was \$461,600. Future valuation estimate by is \$1,750,00
  - Minimum assessment agreement
  - Available TIF from the project=Estimated \$486,930 over 11-year term
  - To project= \$220,000

## **COUNCIL COMMUNICATION**

- Surplus to City during rebate term
  - Full collection to City after rebate term
- Project improvements include demolition of roof, front façade and sign monuments, installation of steel awnings, brick and hardi siding improvements, utilities to two new pad sites, parking lot replacement, expansion of square footage, new security systems and other miscellaneous improvements.

### **ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:**

Direct City Administrator to:

- Finalize work with bond counsel according to the approved terms

## RESOLUTION NO. 21-118

### A RESOLUTION APPROVING FINAL TERMS OF AGREEMENT WITH HUXLEY PLAZA LLC FOR TAX INCREMENT FINANCING FOR A COMMERCIAL REHABILITATION PROJECT AT FORMER BALLARD PLAZA ON HIGHWAY 69

**WHEREAS**, the City Council of the City of Huxley, Iowa approved preliminary terms of agreement with Huxley Plaza, LLC for project generated Tax Increment Financing (TIF) for a commercial rehabilitation project on Highway 69 by Resolution No. 21-111 on November 23<sup>rd</sup>, 2021 and;

**WHEREAS**, the project includes the rehabilitation of a 1975 commercial strip center on the City's primary commercial corridor; and

**WHEREAS**, a draft agreement document stating the terms approved will be provided for Council review pending review and recommendation by bond counsel. In the event that final draft document approval by bond counsel is not completed prior to the December 14<sup>th</sup>, 2021 Council meeting, a special virtual meeting will be requested for December 21, 2021.

### NOW THEREFORE, BE IT RESOLVED

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

***PASSED, ADOPTED AND APPROVED*** this 14<sup>th</sup> day of December 2021.

### **APPROVAL BY MAYOR**

I hereby approve the foregoing **Resolution No. 21-118** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 14<sup>th</sup> day of December 2021.

---

Kevin Deaton, Mayor



Attest:

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Jolene Lettow, City Clerk

# DeRecho Report

## December 2021

Storm: August 10, 2020

### 2020 Activity

#### Revenues:

Insurance Proceeds	\$ 365,853.51
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#### Expenses:

Storm Cleanup	\$ 228,508.59
Storm Equipment Purchases	20,590.02
City Property Damages	<u>284,144.12</u>
TOTAL	\$ 533,242.73

### 2021 Activity

#### Revenues:

Insurance Proceeds	\$ 52,947.02
FEMA Revenue	146,013.57
State Revenue	<u>18,251.69</u>
TOTAL	\$ 217,212.28

#### Expenses:

City Property Damages	\$ 47,638.31
-----------------------	--------------

Total Revenues:	\$ 583,065.79
Total Expenses	<u>580,881.04</u>
Difference:	\$ 2,184.75

Account Number: 398-4-750-3-4490										Name:INSURANCE PROCEEDS										Fiscal: 2020-2021									
Date		Tran	Reference	Description				Amount		Vendor		Invoice		PO		Encumbrance		R...											
10/30/2020		<a href="#">B28838</a>		From Gen Fund to Storm Fund				223,440.62CR								0.00		1											
11/30/2020		<a href="#">C28992</a>	DEPOSIT	DAILY CASH POSTING 11/30/2020				137,520.08CR								0.00		2											
12/23/2020		<a href="#">C29140</a>	DEPOSIT	DAILY CASH POSTING 12/23/2020				3,477.81CR								0.00		3											
03/05/2021		<a href="#">C29501</a>	DEPOSIT	DAILY CASH POSTING 3/05/2021				1,415.00CR								0.00		4											
				4 records				365,853.51CR																					

Date	Tran	Reference	Description	Amount	Vendor	Invoice	PO	Encumb...	R...
08/31/2020	<a href="#">A59814</a>	CHK: 144007	SEE ATTACHED	52.96	<a href="#">4222</a>	<a href="#">08252020</a>		0.00	1
09/01/2020	<a href="#">A59770</a>	CHK: 144002	GLOVES FOR STORM CLEAN-UP	80.82	<a href="#">0020</a>	<a href="#">63195</a>		0.00	2
09/01/2020	<a href="#">A59774</a>	CHK: 144030	CHAIN SAW BAR AND CHAIN	105.19	<a href="#">0039</a>	<a href="#">10213735</a>		0.00	3
09/01/2020	<a href="#">A59775</a>	CHK: 143996	WIRING _SUPPLIES FOR GENERATO	435.54	<a href="#">0059</a>	<a href="#">549870</a>		0.00	4
09/01/2020	<a href="#">A59776</a>	CHK: 143996	WIRING FOR DIALER _GENERATOR	67.93	<a href="#">0059</a>	<a href="#">550839</a>		0.00	5
09/01/2020	<a href="#">A59778</a>	CHK: 144000	HYDRAULIC HOSE _FITTINGS	69.04	<a href="#">0062</a>	<a href="#">768085</a>		0.00	6
09/01/2020	<a href="#">A59779</a>	CHK: 144000	HARDWARE FOR DAMAGED SIGNS	74.88	<a href="#">0062</a>	<a href="#">768660</a>		0.00	7
09/01/2020	<a href="#">A59788</a>	CHK: 144006	DUMP TRAILER RENTAL	600.00	<a href="#">1571</a>	<a href="#">3008242020</a>		0.00	8
09/01/2020	<a href="#">A59802</a>	CHK: 144009	WOOD FOR STORM DAMAGE TRAILER	46.96	<a href="#">2994</a>	<a href="#">08252020</a>		0.00	9
09/02/2020	<a href="#">A59777</a>	CHK: 144000	HYDRAULIC HOSE _FITTING	60.13	<a href="#">0062</a>	<a href="#">767556</a>		0.00	10
09/02/2020	<a href="#">A59782</a>	CHK: 143998	PLUG	42.96	<a href="#">0122</a>	<a href="#">9620317447</a>		0.00	11
09/02/2020	<a href="#">A59803</a>	CHK: 144019	SUPPLIES FOR GENERATOR REPAIRS	251.72	<a href="#">3153</a>	<a href="#">0740-149326</a>		0.00	12
09/02/2020	<a href="#">A59825</a>	CHK: 143993	CITY TREE REMOVAL _CLEANUP	16,416.25	<a href="#">4564</a>	<a href="#">210328439</a>		0.00	13
09/08/2020	<a href="#">A59923</a>	CHK: 144056	SKID LOADER RENTAL	465.00	<a href="#">2737</a>	<a href="#">25703A</a>		0.00	14
09/10/2020	<a href="#">A59930</a>	CHK: 144068	STORM DAMAGE REPAIR	2,412.00	<a href="#">3971</a>	<a href="#">4634</a>		0.00	15
09/10/2020	<a href="#">A59939</a>	CHK: 144062	DUMPSTERS FOR STORM DAMAGE	9,851.28	<a href="#">4568</a>	<a href="#">19-300</a>		0.00	16
09/11/2020	<a href="#">A59904</a>	CHK: 144064	REPAIR DUE TO STORM DAMAGE	302.40	<a href="#">0600</a>	<a href="#">684922</a>		0.00	17
09/23/2020	<a href="#">A60004</a>	CHK: 144104	DIESEL FUEL	892.52	<a href="#">1396</a>	<a href="#">35007523</a>		0.00	18
09/23/2020	<a href="#">A60004</a>	CHK: 144104	DIESEL FUEL	97.89	<a href="#">1396</a>	<a href="#">35007623</a>		0.00	19
09/23/2020	<a href="#">A60004</a>	CHK: 144104	UNLEADED FUEL	188.67	<a href="#">1396</a>	<a href="#">35007725</a>		0.00	20
09/23/2020	<a href="#">A60016</a>	CHK: 144107	WATER FOR STORM CLEANUP	43.84	<a href="#">4198</a>	<a href="#">JUNE2020</a>		0.00	21
09/23/2020	<a href="#">A60016</a>	CHK: 144107	ICE FOR WATER COOLERS	4.99	<a href="#">4198</a>	<a href="#">JUNE2020</a>		0.00	22
09/23/2020	<a href="#">A60016</a>	CHK: 144107	ICE FOR COOLERS	4.58	<a href="#">4198</a>	<a href="#">JUNE2020</a>		0.00	23
09/23/2020	<a href="#">A60016</a>	CHK: 144107	WATER AND SNACKS FOR EMPLOYEES	117.66	<a href="#">4198</a>	<a href="#">JUNE2020</a>		0.00	24
09/23/2020	<a href="#">A60016</a>	CHK: 144107	ICE FOR COOLERS	11.58	<a href="#">4198</a>	<a href="#">JUNE2020</a>		0.00	25
09/23/2020	<a href="#">A60016</a>	CHK: 144107	LUNCH FOR CREWS	22.65	<a href="#">4198</a>	<a href="#">JUNE2020</a>		0.00	26
09/23/2020	<a href="#">A60016</a>	CHK: 144107	LUNCH FOR CREWS	77.87	<a href="#">4198</a>	<a href="#">JUNE2020</a>		0.00	27
09/23/2020	<a href="#">A60016</a>	CHK: 144107	ICE FOR COOLERS	9.98	<a href="#">4198</a>	<a href="#">JUNE2020</a>		0.00	28
09/23/2020	<a href="#">A60016</a>	CHK: 144107	LUNCH FOR CREWS	36.00	<a href="#">4198</a>	<a href="#">JUNE2020</a>		0.00	29
09/28/2020	<a href="#">A60101</a>	CHK: 144182	TROUBLESHOOT N. LIFT STATION	3,892.60	<a href="#">0387</a>	<a href="#">0888898</a>		0.00	30
09/28/2020	<a href="#">A60160</a>	CHK: 144177	COMPUTER WORK FROM STORM	765.00	<a href="#">4356</a>	<a href="#">634</a>		0.00	31
09/28/2020	<a href="#">A60163</a>	CHK: 144184	DUMPSTER FOR STORM CLEANUP	2,186.65	<a href="#">4379</a>	<a href="#">961272</a>		0.00	32
10/06/2020	<a href="#">A60075</a>	CHK: 144153	REPLACEMENT SIGNS FROM STORM	950.25	<a href="#">0069</a>	<a href="#">956460</a>		0.00	33
10/06/2020	<a href="#">A60076</a>	CHK: 144154	BROOMS FOR SWEEPER	259.84	<a href="#">2640</a>	<a href="#">52630</a>		0.00	34
10/06/2020	<a href="#">A60098</a>	CHK: 144220	SURGE TEST, BEARING, END BELL	99.40	<a href="#">0217</a>	<a href="#">202972</a>		0.00	35
10/12/2020	<a href="#">A60278</a>	CHK: 144233	STORM CLEAN-UP	138,770.00	<a href="#">4592</a>	<a href="#">862</a>		0.00	36
10/19/2020	<a href="#">A60322</a>	CHK: 144263	WORK ON NORTH LIFT STATION	4,800.00	<a href="#">0387</a>	<a href="#">0889129</a>		0.00	37
10/19/2020	<a href="#">A60365</a>	CHK: 144257	TOWING SERVICE FOR INTERNATION	467.00	<a href="#">4594</a>	<a href="#">20-2099461</a>		0.00	38
11/04/2020	<a href="#">A60535</a>	CHK: 144366	CHIPPING BRUSH AFTER STORM	3,200.00	<a href="#">4610</a>	<a href="#">22008</a>		0.00	39
11/20/2020	<a href="#">A60750</a>	CHK: 144445	GAGGLE SKID LOADER RENTAL	376.00	<a href="#">4615</a>	<a href="#">2051</a>		0.00	40
02/02/2021	<a href="#">A61356</a>	CHK: 144764	MISC. PARTS AND SUPPLIES	28.56	<a href="#">4222</a>	<a href="#">202102028449</a>		0.00	41
04/21/2021	<a href="#">A62181</a>	CHK: 145138	BURN PILE CLEAN UP	3,600.00	<a href="#">4592</a>	<a href="#">1036</a>		0.00	42
05/05/2021	<a href="#">A62333</a>	CHK: 145224	DERECHO STORM CLEANUP	36,270.00	<a href="#">4610</a>	<a href="#">22825</a>		0.00	43
43 records				228,508.59					

Account Number: 398-5-750-3-3391

Name: STORM EQUIPMENT PURCHASES

Fiscal: 2020-2021

Date	Tran	Reference	Description	Amount	Vendor	Invoice	PO	Encumb...	R...
09/01/2020	<a href="#">A59785</a>	CHK: 144023	GRUPPLE BUCKET FOR SKID LOADER	3,656.00	<a href="#">0855</a>	<a href="#">04086396</a>		0.00	1
09/01/2020	<a href="#">A59801</a>	CHK: 143995	NEW 72" SWEEPER	3,688.36	<a href="#">2737</a>	<a href="#">16312</a>		0.00	2
09/10/2020	<a href="#">A59938</a>	CHK: 144069	WATER PUMP	250.00	<a href="#">4567</a>	<a href="#">0048770</a>		0.00	3
09/11/2020	<a href="#">A59894</a>	CHK: 144067	POSTS _SIGNS	2,068.00	<a href="#">0020</a>	<a href="#">63187</a>		0.00	4
09/11/2020	<a href="#">A59895</a>	CHK: 144082	NEW HONDA GENERATOR	2,209.00	<a href="#">0039</a>	<a href="#">10205546</a>		0.00	5
09/11/2020	<a href="#">A59898</a>	CHK: 144065	BATTERY	105.95	<a href="#">0129</a>	<a href="#">317285</a>		0.00	6
09/11/2020	<a href="#">A59910</a>	CHK: 144084	EQUIPMENT FOR CATERPILLAR	2,750.00	<a href="#">1134</a>	<a href="#">U3439201</a>		0.00	7
09/23/2020	<a href="#">A60016</a>	CHK: 144107	POLE TAMPER FROM STEFFEN	1,777.25	<a href="#">4198</a>	<a href="#">JUNE2020</a>		0.00	8
02/03/2021	<a href="#">A61366</a>	CHK: 144792	CHAIN SAWS, CHAPS, HELMETS	1,001.69	<a href="#">0039</a>	<a href="#">5077852</a>		0.00	9
02/03/2021	<a href="#">A61379</a>	CHK: 144795	HOSE FOR BACKHOE ARM	154.37	<a href="#">1134</a>	<a href="#">PC501433022</a>		0.00	10
02/03/2021	<a href="#">A61412</a>	CHK: 144778	SHARPEN CHAIN SAWS	84.00	<a href="#">4466</a>	<a href="#">01102021</a>		0.00	11
03/31/2021	<a href="#">A61959</a>	CHK: 145088	VIRNIG LAND LEVELER	2,845.40	<a href="#">0855</a>	<a href="#">04090294</a>		0.00	12
12 records				20,590.02					

Date	Tran	Reference	Description	Amount	Vendor	Invoice	PO	Encum...	R...
10/30/2020	<a href="#">A60490</a>	CHK: 144337	HEATING/COOLING SYSTEM REPAIR	5,319.67	<a href="#">2053</a>	<a href="#">184819</a>		0.00	1
10/30/2020	<a href="#">A60491</a>	CHK: 144338	TEMP ROOF REPAIRS FROM DERECHO	1,564.80	<a href="#">2053</a>	<a href="#">186972</a>		0.00	2
11/17/2020	<a href="#">A60672</a>	CHK: 144425	PARTS FOR CHIPPER	76.41	<a href="#">4411</a>	<a href="#">31809</a>		0.00	3
11/30/2020	<a href="#">B30687</a>		07 Dump Truck Damages	4,608.00				0.00	4
12/03/2020	<a href="#">A60806</a>	CHK: 144468	PLAT STRUCTURE AT NORD KALSEM	11,023.00	<a href="#">2373</a>	<a href="#">20297</a>		0.00	5
12/11/2020	<a href="#">A60902</a>	CHK: 144512	TWO FLAG POLES FROM STORM	1,537.68	<a href="#">4198</a>	<a href="#">202012088417</a>		0.00	6
01/19/2021	<a href="#">A61228</a>	CHK: 144708	STREET SIGNS PARTS FROM STOR	2,666.35	<a href="#">0069</a>	<a href="#">957579</a>		0.00	7
01/19/2021	<a href="#">A61246</a>	CHK: 144696	NEW ROOF FOR WASTEWATER PLANT	7,277.50	<a href="#">4633</a>	<a href="#">3312</a>		0.00	8
02/02/2021	<a href="#">A61390</a>	CHK: 144769	ROOFING REHAB-STORM DAMAGE	85,427.00	<a href="#">2053</a>	<a href="#">189583</a>		0.00	9
03/01/2021	<a href="#">A61671</a>	CHK: 144901	GATE AND FENCE FROM STORM DAMA	3,681.00	<a href="#">4660</a>	<a href="#">629496</a>		0.00	10
03/02/2021	<a href="#">A61668</a>	CHK: 144914	PARTS FOR FENCE AT NK	13.86	<a href="#">4425</a>	<a href="#">39280</a>		0.00	11
03/15/2021	<a href="#">A61806</a>	CHK: 144947	FENCE AT OLD WATER PLANT	2,521.00	<a href="#">4660</a>	<a href="#">629603</a>		0.00	12
04/07/2021	<a href="#">A61974</a>	CHK: 145046	INSTALL OF EQUIPMENT	8,900.00	<a href="#">2373</a>	<a href="#">21025</a>		0.00	13
04/21/2021	<a href="#">A62166</a>	CHK: 145122	NEW ROOF FOR 3C'S-PARTIAL BILL	66,350.00	<a href="#">2053</a>	<a href="#">192684</a>		0.00	14
05/04/2021	<a href="#">A62308</a>	CHK: 145233	LED STREET LIGHTS- HWY 69	4,248.00	<a href="#">1205</a>	<a href="#">697195</a>		0.00	15
05/04/2021	<a href="#">A62309</a>	CHK: 145233	LED PHOTO CELLS	225.43	<a href="#">1205</a>	<a href="#">697254</a>		0.00	16
05/04/2021	<a href="#">A62315</a>	CHK: 145200	NORD KALSEM PLAYGROUND FLOOR	7,500.00	<a href="#">2373</a>	<a href="#">21045</a>		0.00	17
05/19/2021	<a href="#">A62446</a>	CHK: 145260	NEW DIGESTER HOOD FROM STORM	1,332.00	<a href="#">4692</a>	<a href="#">121031</a>		0.00	18
05/19/2021	<a href="#">A62499</a>	CHK: 145303	PICKLEBALL NET POST	235.00	<a href="#">4488</a>	<a href="#">202125</a>		0.00	19
05/20/2021	<a href="#">A62494</a>	CHK: 145291	SUPPLIES FOR PARK DAMAGES	1,496.42	<a href="#">4425</a>	<a href="#">43541</a>		0.00	20
05/20/2021	<a href="#">A62495</a>	CHK: 145291	SUPPLIES FOR PARK DAMAGES	83.96	<a href="#">4425</a>	<a href="#">43544</a>		0.00	21
05/20/2021	<a href="#">A62496</a>	CHK: 145291	SUPPLIES FOR PARKS DAMAGE	140.98	<a href="#">4425</a>	<a href="#">43569</a>		0.00	22
05/26/2021	<a href="#">A62650</a>	CHK: 145372	LUMBER FOR STORM REPAIR	410.77	<a href="#">2367</a>	<a href="#">48966</a>		0.00	23
05/26/2021	<a href="#">A62673</a>	CHK: 145369	DUGOUT REPOURS	327.45	<a href="#">4695</a>	<a href="#">05042021</a>		0.00	24
06/01/2021	<a href="#">A62664</a>	CHK: 145368	SEE ATTACHED	8.99	<a href="#">4222</a>	<a href="#">MAY2021</a>		0.00	25
06/15/2021	<a href="#">A62786</a>	CHK: 145449	STORM DAMAGE REPAIR	26,948.00	<a href="#">4613</a>	<a href="#">311638330</a>		0.00	26
06/23/2021	<a href="#">A62901</a>	CHK: 145463	ROOFING REHAB FROM STORM DAMAG	38,081.00	<a href="#">2053</a>	<a href="#">196033</a>		0.00	27
06/23/2021	<a href="#">A62907</a>	CHK: 145469	STRAIGHTENED SIGN FROM STORM	390.00	<a href="#">3971</a>	<a href="#">4913</a>		0.00	28
06/30/2021	<a href="#">A63124</a>	DFT: 000052	PARK BENCHES	1,403.43	<a href="#">4198</a>	<a href="#">JUNE2021</a>		0.00	29
06/30/2021	<a href="#">A63135</a>	CHK: 145612	CAR WASH TOILET BRUSHES	297.92	<a href="#">0020</a>	<a href="#">67436</a>		0.00	30
06/30/2021	<a href="#">A63182</a>	CHK: 145619	TREE WATERING BAG SCREW	48.50	<a href="#">4425</a>	<a href="#">44617</a>		0.00	31
31 records				284,144.12					

Date	Tran	Reference	Description	Amount	Vendor	Invoice	PO	Encumbrance	R...
09/14/2021	<a href="#">C30692</a>	DEPOSIT	DAILY CASH POSTING 9/14/2021	52,391.86CR				0.00	1
10/08/2021	<a href="#">C30857</a>	DEPOSIT	DAILY CASH POSTING 10/08/2021	555.16CR				0.00	2
			2 records	52,947.02CR					

## Department of Homeland Security Federal Emergency Management Agency

### General Info

<b>Project #</b>	156297	<b>P/W #</b>	294	<b>Project Type</b>	Work Completed / Fully Documented
<b>Project Category</b>	A - Debris Removal			<b>Applicant</b>	City of Huxley (169-37920-00)
<b>Project Title</b>	Debris Throughout City Wide			<b>Event</b>	4557DR-IA (4557DR)
<b>Project Size</b>	Large			<b>Declaration Date</b>	8/17/2020
<b>Activity</b>	2/17/2021			<b>Incident Start Date</b>	8/10/2020
<b>Completion Date</b>				<b>Incident End Date</b>	8/10/2020
<b>Process Step</b>	Obligated				

### Damage Description and Dimensions

The Disaster # 4557DR, which occurred between **08/10/2020** and **08/10/2020**, caused:

#### Damage #408589; Debris Removal

During the incident period 8/10/2020 through 8/10/2020, a(n) Severe Storm(s) deposited the following debris throughout City of Huxley. Vegetative and Construction and Demolition (C&D) debris was scattered throughout the city and was a threat to the health and safety of the town.

- City of Huxley, a Public ROW, located at 41.898470 -93.607200, 894 Cubic Yard of Vegetative Debris. The work was completed between 8/10/2020 and 9/4/2020 by both Force Account and Contract, with a permit.
- City of Huxley, a Public ROW, located at 41.898470 -93.607200, 88.34 Cubic Yard of Construction and Demolition Debris. The work was completed between 8/10/2020 and 9/4/2020 by both Force Account and Contract, with a permit.

### Final Scope

#### **408589** Debris Removal

##### Work Completed

The applicant utilized force account labor, materials, equipment, rental equipment, and contract for debris removal operations throughout the City of Huxley, IA from 8/10/20-9/4/20.

The cost share for this project is 75%.

By submitting straight time force account labor costs, the applicant has elected to participate in the Alternative Procedures for Debris Removal.

The temporary disposal site for Construction & Demolition (C&D) was set up at city hall dumpsters in a lot address 515 N Main Ave Huxley, IA GPS 41.89847, -93.60720, and hauled to final disposal site.

The final disposal site for C&D was Boone County Landfill, 1268 224<sup>th</sup> Lane, Boone, IA GPS 42.02975, -93.91824. Permit: 08-SDP-01-75P.

The temporary stockpiling of vegetative debris was 300 Snyder Dr, Huxley, IA, GPS 41.88712, -93.60845.

Burning of vegetative debris was at 300 Snyder Drive address. Chipping, grinding and burning was also at 1701 East 1<sup>st</sup> street, Cambridge, IA, GPS



41.90141, -93.56831.

#### Public Works Personnel

A. Removed and hauled 894 Cubic Yards (CY) of vegetative debris to temporary stockpiling address. Removed and hauled 894 CY vegetative debris to 2 final disposal sites for chipping, grinding and burning.

B. Citizens disposed of 88.34 CY of C&D at dumpsters at city hall. 88.34 C&D was then hauled to final disposal site at Boone Landfill.

1. Force account labor (straight time), 8 laborers, 782.50 hours, \$32,989.19
2. Force account labor (overtime), 5 laborers, 88 hours, \$3,688.45
3. Equipment, 9 pieces, 273 hours, \$13,266.82
4. Materials, \$621.80
5. Rented Equipment, \$1,441.00

Work Completed \$52,007.26

#### Contracts

A. Assist public works Huxley, IA as needed.

1. Contracts, \$170,424.18

#### Total Work Completed

1. Force account labor (straight time), 8 laborers, 782.50 hours, \$32,989.19
2. Force account labor (overtime), 5 laborers, 88 hours, \$3,688.45
3. Equipment, 9 pieces, 273 hours, \$13,266.82
4. Materials, \$621.80
5. Rented Equipment, \$1,441.00
6. Contracts, \$170,424.18

Work Completed Total: \$222,431.44

Unit Cost: work completed total cost \$222,431.44 / Total 982 CY = \$226.43

#### **Project Notes:**

1. All costs associated with this project have been validated, see attachment labeled Proj 156297 Calculation Validation Summary Sheet.xlsx.
2. DNR form dated 9/7/20 from applicant; email from DNR state of IA dated 9/30/20 approving staging, chipping and burning site.
3. Pay policy: PW-156297-DI-408589-DR4557-IA-City of Huxley Personnel Manual Update as of 12-18-18.docx.
4. Procurement policy: City of Hurley- Procurement Policy Resolution Adopting (002).pdf.
5. The ash from the burn pile was land applied and incorporated at 300 Snyder Drive.
6. High unit cost due to applicant moving vegetative debris to temporary site, chipping, burning and final move of ash to 300 Snyder Drive for incorporation into soil. C&D debris accumulated in dumpsters then moved to final disposal site at landfill.
7. Contractors monitored by J. Peterson, Public Works Director.

## Cost

Code	Quantity	Unit	Total Cost	Section
9009 (Material)	1.00	Lump Sum	\$621.80	Completed
9004 (Rented Equipment)	1.00	Lump Sum	\$1,441.00	Completed
9227 (Force Account Labor (Over Time) - Debris Removal)	1.00	Lump Sum	\$3,688.45	Completed
9008 (Equipment)	1.00	Lump Sum	\$13,266.82	Completed
9226 (Force Account Labor (Straight Time) - Debris Removal)	1.00	Lump Sum	\$32,989.19	Completed
9231 (Contract - Debris Removal)	1.00	Lump Sum	\$170,424.18	Completed

CRC Gross Cost \$222,431.44

Total Insurance Reductions (\$79,000.00)

CRC Net Cost \$143,431.44

Federal Share (75.00%) \$107,573.58

Non-Federal Share (25.00%) \$35,857.86

## Award Information

### Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated
0	Eligible	Awarded	PA-07-IA-4557-PW-00294(208)	\$143,431.44	75 %	\$107,573.58	4/26/2021
1	Eligible	In Review		\$0.00	75 %	\$0.00	

### Drawdown History

EMMIE Drawdown Status As of Date	Obligation Number	Expenditure Number	Expended Date	Expended Amount
8/20/2021	4557DRIAP00002941	20202I5E-08192021	8/18/2021	\$107,573.58

## Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of this project, the final claim for payment, and supporting documentation within 180 days from the date that the applicant completes the scope of work, or the project deadline, whichever occurs first. FEMA reimburses Large Projects (those with costs above the large project threshold) based on the actual eligible final project costs. Therefore, during the final project reconciliation (closeout), the project may be amended to reflect the reconciliation of actual eligible costs.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- Subrecipient has chosen to participate in the Straight-Time Force Account Labor Alternative Procedure for Debris Removal. As a result, straight-time force account labor, including fringe benefits, will be reimbursed on the PW.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

## Insurance

### Additional Information

3/25/2021

**?General Information**

Event: 4557DR-IA

Project: CP 156297

Category of Work: Cat A - Debris Removal

Applicant: City of Huxley (169-37920-00)

Event Type: Wind

Cause of Loss: Wind / Wind Driven Rain

Incident Period: 8/10/2020 to 8/10/2020

Total Public Assistance Amount: \$222,431.44

**COMMERCIAL INSURANCE INFORMATION**

Does the Applicant have a Commercial Policy: Yes

Policyholder (Named Insured) per Policy Documents: City of Huxley (Iowa)

Policy Issued by: EMC Insurance

Policy Number: 8A6-69-89---21

Policy Period: From: 4/1/2020 To: 4/1/2021

Policy Valuation: Blanket Policy

Policy Limits: \$23,473,069 for buildings - \$500,000 limit for Outdoor Property Coverage Extension

RCV or ACV: Replacement Cost Value

Deductible Type: Per Occurrence : \$5,000 per occurrence on covered damaged buildings

Does the Applicant's Commercial Policy extend coverage for the damage described in this project: Yes

The amount of the deductible being funded in this project is \$0.00.

The amount of the deductible previously funded in other projects is \$0.00.

Final Insurance Settlement Status: Actual Insurance proceeds have been received

The amount of Actual Insurance Proceeds for Project: \$79,000.00

The amount of Actual Insurance Reduction applied for Project: \$79,000.00

**\*\*Applicant's policy contains an Outdoor Property Coverage Extension (p77/110 in the PDF policy) which extends coverage to certain outdoor property, including trees, shrubs, and plants that meet the coverage criteria. Applicant has received \$79,000 worth of coverage under this extension for tree debris removal related to this project\*\*\***

**NUMBER OF DAMAGED INVENTORIES INCLUDED IN THIS PROJECT: (1)**

**Damaged Inventory (DI) #408589:**

## **Debris Removal**

Number of damaged locations included in this DI: (1)

Location Description: City wide Right of Way debris removal

GPS Coordinates: 41.898470 -93.607200

Cause of Loss: Wind / Wind Driven Rain

SOV / Schedule #: Outdoor Property Extension coverage

SOV / Schedule Amount: \$500,000.00

Applicable Deductible Amount: \$0.00

Damage Inventory Amount: \$222,431.44

### Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility.

### Reduction(s):

A reduction is being made for actual insurance proceeds in the amount of \$79,000.00. (Applicant notified the PDMG via email that they had received insurance proceeds for tree removal from right of ways following this wind event). Tree debris removal coverage letter is attached in the Insurance Documents section.

### Obtain and Maintain Requirement:

No Obtain & Maintain Requirement is being mandated for (name of facility) because facility does not meet the definition of building, equipment, contents, or vehicle.

### Insurance Proceeds Statement:

FEMA's Recovery Policy FP 206-086-1, Public Assistance Policy on Insurance (June 29, 2015), requires applicants to take reasonable efforts to recover insurance proceeds that it is entitled to receive from its insurers. FEMA will consider final insurance settlements that may be less than the insurance policy limits when an applicant demonstrates that it has taken reasonable efforts to recover insurance proceeds that it is entitled to on a case-by-case basis.

### Standard Insurance Comments

### FEMA Policy 206-086-1

#### **PART 2: Other Insurance-Related Provisions. (Sections 312 and 406(d) of the Stafford Act)**

**A. Duplication of Benefits.** FEMA cannot provide assistance for disaster-related losses that duplicate benefits available to an applicant from another source, including insurance.

1. Before FEMA approves assistance for a property, an applicant must provide FEMA with information about any actual or anticipated insurance settlement or recovery it is entitled to for that property.
2. FEMA will reduce assistance to an applicant by the amount of its actual or anticipated insurance proceeds.
3. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurer(s).

### FEMA Policy 206-086-1

**H. Subsequent Assistance.** When a facility that received assistance is damaged by the same hazard in a subsequent disaster:

1. If the applicant failed to maintain the required insurance from the previous disaster, then the facility is not eligible for assistance in any subsequent disaster.
2. Upon proof that the applicant maintained its required insurance, FEMA will reduce assistance in the subsequent disaster by the amount of insurance required in the previous disaster regardless of:

- a. The amount of any deductible or self-insured retention the applicant assumed (i.e., “retained risk”).

**Obtain and Maintain Requirements:**

**44 CFR § 206.253 Insurance requirements for facilities damaged by disasters other than flood.**

(a) Prior to approval of a Federal grant for the restoration of a facility and its contents which were damaged by a disaster other than flood, the recipient shall notify the Regional Administrator of any entitlement to insurance settlement or recovery for such facility and its contents. The Regional Administrator shall reduce the eligible costs by the actual amount of insurance proceeds relating to the eligible costs.

(b)

(1) Assistance under section 406 of the Stafford Act will be approved only on the condition that the recipient obtain and maintain such types and amounts of insurance as are reasonable and necessary to protect against future loss to such property from the types of hazard which caused the major disaster. The extent of insurance to be required will be based on the eligible damage that was incurred to the damaged facility as a result of the major disaster. The Regional Administrator shall not require greater types and extent of insurance than are certified as reasonable by the State Insurance Commissioner.

(2) Due to the high cost of insurance, some applicants may request to insure the damaged facilities under a blanket insurance policy covering all their facilities, an insurance pool arrangement, or some combination of these options. Such an arrangement may be accepted for other than flood damages. However, if the same facility is damaged in a similar future disaster, eligible costs will be reduced by the amount of eligible damage sustained on the previous disaster.

(c) The Regional Administrator shall notify the recipient of the type and amount of insurance required. The recipient may request that the State Insurance Commissioner review the type and extent of insurance required to protect against future loss to a disaster-damaged facility, the Regional Administrator shall not require greater types and extent of insurance than are certified as reasonable by the State Insurance Commissioner.

(d) The requirements of section 311 of the Stafford Act are waived when eligible costs for an insurable facility do not exceed \$5,000. The Regional Administrator may establish a higher waiver amount based on hazard mitigation initiatives which reduce the risk of future damages by a disaster similar to the one which resulted in the major disaster declaration which is the basis for the application for disaster assistance.

(e) The recipient shall provide assurances that the required insurance coverage will be maintained for the anticipated life of the restorative work or the insured facility, whichever is the lesser.

(f) No assistance shall be provided under section 406 of the Stafford Act for any facility for which assistance was provided as a result of a previous major disaster unless all insurance required by FEMA as a condition of the previous assistance has been obtained and maintained.

**For large projects only:** Final Obtain and Maintain requirement amount will be determined during the closeout process after the final actual eligible costs to repair or replace the insurable facility have been determined.

**FEMA Policy 206-086-1**

**F. Timeframes for Obtaining Insurance.** FEMA will only approve assistance under the condition that an applicant obtains and maintains the required insurance.

The applicant must document its commitment to comply with the insurance requirement with proof of insurance.

If an applicant cannot insure a facility prior to grant approval (for example, if a building is being reconstructed), the applicant may provide a letter of commitment stating that they agree to the insurance requirement and will obtain the types and extent of insurance required, followed at a later date by proof of insurance once it is obtained. In these cases, the applicant should insure the property:

- a. When the applicant resumes use of or legal responsibility for the property (for example, per terms of construction contract or at beneficial use of the property); or
- b. When the scope of work is complete.

FEMA and the recipient will verify proof of insurance prior to grant closeout to ensure the applicant has complied with the insurance requirement.

An applicant should notify FEMA—in writing through the recipient—of changes to their insurance which impact their ability to satisfy the insurance requirement after it provides proof of insurance to FEMA. This includes changes related to self-insurance. If an applicant fails to do this, FEMA may de-obligate assistance and not provide assistance in a future disaster.

**Patrick Johnson, PA Insurance Specialist (CTR)**

**CRC West, Sacramento, CA**

## O&M Requirements

There are no Obtain and Maintain Requirements on **Debris Throughout City Wide**.

## Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?

Yes

### EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

### EHP Additional Info

There is no additional environmental historical preservation on **Debris Throughout City Wide**.

## Final Reviews

### Final Review

**Reviewed By** Gianunzio, Kevin D.

**Reviewed On** 04/08/2021 9:01 AM CDT

#### Review Comments

*No comments available for the Final Review step*

### Recipient Review

**Reviewed By** Giles, Graham

**Reviewed On** 04/13/2021 4:42 PM CDT

#### Review Comments

*No comments available for the Recipient Review step*



**Project Signatures**

**Signed By**    Conner , Rita

**Signed On**   04/20/2021

## Department of Homeland Security Federal Emergency Management Agency

### General Info

<b>Project #</b>	173619	<b>PW#</b>	353	<b>Project Type</b>	Management Costs
<b>Project Category</b>	Z - Management Costs			<b>Applicant</b>	City of Huxley (169-37920-00)
<b>Project Title</b>	City of Huxley Management Costs			<b>Event</b>	4557DR-IA (4557DR)
<b>Project Size</b>	Small			<b>Declaration Date</b>	8/17/2020
<b>Activity</b>	8/17/2024			<b>Incident Start Date</b>	8/10/2020
<b>Completion Date</b>				<b>Incident End Date</b>	8/10/2020
<b>Process Step</b>	Obligated				

### Damage Description and Dimensions

The Disaster # 4557DR, which occurred between 08/10/2020 and 08/10/2020, caused:

#### Damage # 441694; Management Costs (City of Huxley)

4557DR was declared 08/17/2020 for a Severe Storm(s) event that occurred from 08/10/2020 to 08/10/2020. City of Huxley (169-37920-00) is requesting reimbursement for eligible management costs that it tracks, charges, and accounts for its eligible PA subawards.

Projects Included: [156297] Debris Throughout City Wide, [156744] City of Huxley Emergency Protective Measures

### Final Scope

#### 441694 Subrecipient Management Cost for Project #173619

This is a Public Assistance Subrecipient Management Costs project which allows the Subrecipient to receive actual costs for Management Costs, up to a fixed estimate Management Costs award. The final fixed estimate cannot exceed 5.00% of all of the Subrecipient's eligible emergency and permanent work subawards.

The applicant will conduct Management Cost related activities that it tracks, charges, and accounts for its eligible PA awards.

Current version is based on Estimated Management Costs.

## Cost

Code	Quantity	Unit	Total Cost	Section
9905 (Management Costs)	1.00	Lump Sum	\$9,125.85	Uncompleted

CRC Gross Cost	\$9,125.85
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CRC Net Cost	\$9,125.85
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Federal Share (100.00%)	\$9,125.85
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Non-Federal Share (0.00%)	\$0.00
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## Award Information

### Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated
0	Eligible	Awarded	PA-07-IA-4557-PW-00353(231)	\$9,125.85	100 %	\$9,125.85	5/10/2021

### Drawdown History

EMMIE Drawdown Status As of Date	Obligation Number	Expenditure Number	Expended Date	Expended Amount
No Records				

## Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

## Final Reviews

### Final Review

**Reviewed By** Gianunzio, Kevin D.

**Reviewed On** 04/27/2021 3:41 PM CDT

#### Review Comments

No issues noted.

### Recipient Review

**Reviewed By** Giles, Graham

**Reviewed On** 04/30/2021 4:45 PM CDT

#### Review Comments

*No comments available for the Recipient Review step*

## Project Signatures

**Signed By** Conner , Rita

**Signed On** 05/05/2021

## Department of Homeland Security Federal Emergency Management Agency

### General Info

<b>Project #</b>	156744	<b>P/W #</b>	262	<b>Project Type</b>	Work Completed / Fully Documented
<b>Project Category</b>	B - Emergency Protective Measures			<b>Applicant</b>	City of Huxley (169-37920-00)
<b>Project Title</b>	City of Huxley Emergency Protective Measures			<b>Event</b>	4557DR-IA (4557DR)
<b>Project Size</b>	Small			<b>Declaration Date</b>	8/17/2020
<b>Activity Completion Date</b>	2/17/2021			<b>Incident Start Date</b>	8/10/2020
<b>Process Step</b>	Obligated			<b>Incident End Date</b>	8/10/2020

### Damage Description and Dimensions

The Disaster # 4557DR, which occurred between 08/10/2020 and 08/10/2020, caused:

#### Damage # 409453; Emergency Protective Measures (Emergency Protective Measures)

During the incident period of 8/10/2020 through 8/10/2020, a(n) Severe Storm(s) created an immediate threat to the health and safety of the general public requiring emergency response and protective measures.

- Provided Force Account Overtime Labor for setting-up and maintaining generators and barricades with 7 EA city employees for 31.50 hours of overtime during a storm induced power outage to eliminate or lessen immediate threats to lives, public health and safety of the City of Huxley citizens, visitors and employees. City of Huxley City Hall is located at 515 N. Main Avenue, Huxley, IA 50124 (GPS: 41.89826, -93.60713). Force account overtime labor was provided from 8/10/2020 to 8/19/2020.
- Provided Force Account Equipment with 1 EA 4x4 Pick-up Truck for 5 hours and 8 EA Generators for 462.70 hours for maintaining barricades and temporary electrical power during a storm induced power outage to eliminate or lessen immediate threats to lives, public health and safety of City of Huxley citizens, visitors and employees. City of Huxley City Hall is located at 515 N. Main Avenue, Huxley, IA 50124 (GPS: 41.89826, -93.60713). Force account equipment was provided from 8/10/2020 to 8/19/2020.

### Final Scope

#### 409453 Emergency Protective Measures

##### Work Completed

The applicant utilized force account overtime labor, force account equipment and contracts for taking Emergency Protective Measures to eliminate or lessen immediate threats to lives, public health, and safety of the City of Huxley caused by a severe Derecho storm.

Cost share for this version is 75%. All work and costs in this project fall between 08/10/2020 and 08/19/2020.

##### City of Huxley [Force Accounts]

- A. Provided force account labor with 7 EA employees for 31.50 hours of overtime to set-up and maintain barricades and generators; and to eliminate or lessen immediate threats to lives, public health and safety in the City of Huxley caused by a severe Derecho storm.

B. Provided force account equipment use of 8 EA generators for 462.70 hours and 1 EA 4x4 pick-up truck for 5 hours to set-up and maintain barricades and generators; and to eliminate or lessen immediate threats to lives, public health and safety in the City of Huxley caused by a severe Derecho storm.

Work Completed Totals

1. Force Account Labor – Overtime: 7 Laborers. 31.50 Hours. \$1,637.69
2. Force Account Equipment: 9 EA. 467.70 hours. \$37,447.83

**Work Completed Total: \$39,085.52**

**Project Notes:**

1. All costs associated with this project have been validated. Please see attachment labeled: 156744 Validation Summary (City of Huxley).xlsx
2. Procurement documents have been provided and reviewed. Please see attachment labeled: PW-156744-DI-409453-DR4557-IA-City of Huxley Procurement Policy.pdf and PW-156744-DI-409453-DR4557-IA-City of Huxley- Procurement Policy Resolution Adopting (002).pdf
3. Payroll policy has been provided and reviewed. Please see attachment labeled: PW-156744-DI-409453-DR4557-IA-Compensation Policy.pdf
4. There are eight [8] generators associated with this project claim. No new ground disturbance occurred as a result of generator use in the project.
  - a. Wastewater Plant Generator. Ground Fixed. 905 KW. (GPS: 41.902206, -93.568714). 2 Hours.
  - b. Trailer Generator. Portable. 87 KW. (Used two places, Water Pump GPS: 41.918205 -93.541856 and Lift Station GPS: 41.901773 -93.595089). 121 Hours.
  - c. Sandcherry Lift Station Generator. Ground Fixed. 25 kW. (GPS: 41.89309, -93.59034). 80.60 Hours.
  - d. Oak Lift Station Generator. Ground Fixed. 50 kW. (GPS: 41.900405, -93.603960). 90 Hours.
  - e. North Lift Station Generator. Ground Fixed. 60 kW. (GPS: 41.901773, -93.595089). 44 Hours.
  - f. Water Plant Generator. Ground Fixed. 300 kW. (GPS: 41.901073, -93.565983). 2 Hours.
  - g. Public Works Generator. Portable. 5 kW. (GPS: 41.901700 -93.594416). 40 Hours.
  - h. City Hall/Safe Room Generator. Ground Fixed. 350 kW. (GPS 41.898524 -93.607364). 83.10 Hours
5. The City reported no runoff of diesel fuel or gasoline to run the generators during the temporary power outage. The costs of generator fuel are captured in the FEMA Cost Codes utilized to establish Force Account Equipment costs for generator(s) use.



## Cost

Code	Quantity	Unit	Total Cost	Section
9007 (Labor - Overtime)	1.00	Lump Sum	\$1,637.69	Completed
9008 (Equipment)	1.00	Lump Sum	\$37,447.83	Completed

CRC Gross Cost \$39,085.52

Total Insurance Reductions \$0.00

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CRC Net Cost \$39,085.52

Federal Share (75.00%) \$29,314.14

Non-Federal Share (25.00%) \$9,771.38

## Award Information

### Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated
0	Eligible	Awarded	PA-07-IA-4557-PW-00262(177)	\$39,085.52	75 %	\$29,314.14	4/2/2021

### Drawdown History

EMMIE Drawdown Status As of Date	Obligation Number	Expenditure Number	Expended Date	Expended Amount
4/26/2021	4557DRIAP00002621	20202GPU-04232021	4/22/2021	\$29,314.14

## Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- The Recipient must submit its certification of the subrecipient's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project, or the latest approved deadline, whichever is sooner.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

## Insurance

### Additional Information

3/12/2021

Property insurance coverage for the Emergency Protective Measures represented on this project are not insured or insurable. No insurance relief is anticipated.

FEMA requires the Applicant to take reasonable efforts to pursue claims to recover insurance proceeds that it is entitled to receive from its insurer(s). In the event that any insurance proceeds are received for these expenses those proceeds must be reduced from FEMA Public Assistance funding to ensure no duplication of benefits has occurred.

No duplication of benefits from insurance is anticipated for work described in this application. In the event any part or all costs are paid by an insurance policy, a duplication of benefits from insurance will occur. Applicant must notify grantee and FEMA of such recoveries and the Sub-Grant award amount must be reduced by actual insurance proceeds.

No insurance requirements will be mandated for the damages included in this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, and vehicles (FEMA Recovery Policy FP 206-086-1).

No insurance Narrative will be produced or uploaded into documents or attachments.

No O&M is required for the facilities represented on this project.

Andrew Crawford, PA Insurance Specialist  
CRC West, Sacramento, CA

## O&M Requirements

There are no Obtain and Maintain Requirements on **City of Huxley Emergency Protective Measures**.

## Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?

Yes

*This project is not a major federal action affecting the environment per Section 316 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5159. Additionally, in accordance with 36 CFR § 800.12(d) and 44 CFR § Part 9.5(c) (1), this project is exempt from NHPA, EO 11988, and EO 11990 reviews and the project is not an action that affects listed species and/or designated critical habitat, if such were present. In accordance with 3.2.A.2.a of the FEMA Instruction 108-1-1, this is a STATEX action and no documentation is required.*

## Final Reviews

### Final Review

**Reviewed By** Gianunzio, Kevin D.

**Reviewed On** 03/22/2021 2:11 PM CDT

#### Review Comments

*No comments available for the Final Review step*

### Recipient Review

**Reviewed By** Giles, Graham

**Reviewed On** 03/26/2021 9:28 AM CDT

#### Review Comments

*No comments available for the Recipient Review step*

## Project Signatures

**Signed By** Conner , Rita

**Signed On** 03/30/2021

Account Number: 398-4-750-3-4493			Name:STATE REVENUE		Fiscal: 2021-2022				
Date	Tran	Reference	Description	Amount	Vendor	Invoice	PO	Encumbrance	R...
07/22/2021	<a href="#">B30885</a>	M 00000	State DeRecho	3,908.55CR				0.00	1
08/24/2021	<a href="#">B30942</a>	M 00000	DeRecho State Aid	14,343.14CR				0.00	2
			2 records	18,251.69CR					

Account Number: 398-5-750-3-3392		Name: CITY PROPERTY DAMAGES			Fiscal: 2021-2022				
Date	Tran	Reference	Description	Amount	Vendor	Invoice	PO	Encumbrance	R...
07/06/2021	<a href="#">A63028</a>	CHK: 14552	ROOF DAMAGE AT BERHOW PARK	9,015.95	<a href="#">4633</a>	<a href="#">3598</a>		0.00	1
07/06/2021	<a href="#">A63029</a>	CHK: 14552	ROOF DAMAGE AT RAILROAD PAR	8,583.25	<a href="#">4633</a>	<a href="#">3599</a>		0.00	2
07/06/2021	<a href="#">A63030</a>	CHK: 14552	CONCESSION STAND ROOF DAMA	6,058.20	<a href="#">4633</a>	<a href="#">3600</a>		0.00	3
07/09/2021	<a href="#">A63083</a>	CHK: 14555	TREES FOR MEM. PARK-STORM D	1,481.74	<a href="#">4720</a>	<a href="#">12844</a>		0.00	4
07/14/2021	<a href="#">A63100</a>	CHK: 14558	WELCOME TO HUXLEY SIGN	1,916.00	<a href="#">1037</a>	<a href="#">60209</a>		0.00	5
08/13/2021	<a href="#">A63506</a>	CHK: 14575	FENCE REPAIRS AT PARKS	4,420.00	<a href="#">4742</a>	<a href="#">0034</a>		0.00	6
08/17/2021	<a href="#">A63507</a>	CHK: 14576	REIMBURSE FOR TREE REMOVAL	4,000.00	<a href="#">4743</a>	<a href="#">08162021</a>		0.00	7
08/26/2021	<a href="#">A63706</a>	CHK: 14586	INK DUGOUT REPAIRS	431.39	<a href="#">4425</a>	<a href="#">48068</a>		0.00	8
09/01/2021	<a href="#">A63671</a>	CHK: 14585	INSTALL STREET LIGHTS DAMAGE	1,500.00	<a href="#">1866</a>	<a href="#">17429</a>		0.00	9
09/24/2021	<a href="#">A63892</a>	CHK: 14594	SKID STEER TREE SPADE	6,350.00	<a href="#">4763</a>	<a href="#">20372</a>		0.00	10
10/08/2021	<a href="#">A64000</a>	CHK: 14600	SEE ATTACHED	40.96	<a href="#">4222</a>	<a href="#">08262021</a>		0.00	11
10/19/2021	<a href="#">A64037</a>	DFT: 00006	RIVER ROCK AT NORD KALSEM	199.82	<a href="#">4198</a>	<a href="#">SEPT2021</a>		0.00	12
10/19/2021	<a href="#">A64037</a>	DFT: 00006	TREE BAG PROTECTORS	217.16	<a href="#">4198</a>	<a href="#">SEPT2021</a>		0.00	13
11/02/2021	<a href="#">A64299</a>	CHK: 14614	REMOVE TREE IN ROW	500.00	<a href="#">4610</a>	<a href="#">23734</a>		0.00	14
11/02/2021	<a href="#">A64300</a>	CHK: 14614	GRIND STUMP _SEED-114 LYNWOC	300.00	<a href="#">4610</a>	<a href="#">23736</a>		0.00	15
11/03/2021	<a href="#">A64237</a>	CHK: 14611	SEE ATTACHED	9.37	<a href="#">4222</a>	<a href="#">10262021</a>		0.00	16
11/08/2021	<a href="#">A64368</a>	CHK: 14616	NORD KALSEM TREE PLANTING	2,614.47	<a href="#">4720</a>	<a href="#">17322</a>		0.00	17
17 records				47,638.31					

AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

CITY OF HUXLEY, IOWA

AND

PRO COMMERCIAL, LLC

\_\_\_\_\_, 2017



AGREEMENT  
FOR  
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF HUXLEY, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2017, as amended (hereinafter called "Urban Renewal Act"), and PRO COMMERCIAL, LLC, an Iowa limited liability company (hereinafter known as "Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Huxley Urban Renewal Area (the Urban Renewal Area), which area is described in the Urban Renewal Plan approved for such area by Resolution No. 92-51, (hereinafter referred to as "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been recorded among the land records in the office of the Recorder of Story County, Iowa; and

WHEREAS, Developer is or will be the owner of certain real property located in the foregoing Urban Renewal Area and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, Developer is willing to build an office and warehouse space on the Development Property ("Minimum Improvements") and Developer will thereafter cause the same to be operated in accordance with this Agreement with anticipated employment at the new facility being fifteen (15) fulltime employees; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital

and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

#### ARTICLE I. REPRESENTATIONS AND WARRANTIES

Section 1.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

Section 1.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. Developer is an Iowa limited liability company, duly organized and validly existing under the laws of the State of Iowa, it has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer

enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

## ARTICLE II. COVENANTS OF DEVELOPER

Section 2.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. The construction of the Minimum Improvements will require a total investment of approximately Two Hundred Fifty Thousand Dollars (\$250,000.00).

Section 2.2. Compliance with Laws. Developer will comply with all state, federal and local laws, rules and regulations relating to the Minimum Improvements.

Section 2.3 Employment. Developer will increase its employees from nine (9) and will employ fifteen (15) fulltime employees within three (3) years from opening for business.

## ARTICLE III. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 3.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property or its interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof. Notwithstanding the foregoing, however, or any other provisions of this Agreement, Developer may pledge any and/or all of its assets as security for any financing of the Minimum Improvements, and the City agrees that Developer may assign its interest under this Agreement for such purpose.

3.2 Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a

purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

#### ARTICLE IV. ECONOMIC DEVELOPMENT GRANT

##### Section 4.1. Economic Development Grant.

a. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to rebate real estate taxes paid by Developer to the City *per the tax increment levy* for a three year period with 25% in the first year, 20% in the second year and 15% in the third year, but in no event shall the total rebate exceed the sum of \$                     .

Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements on Development Property under the terms of the Ordinance and deposited into the Developer TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to the Developer) during the preceding twelve-month period in respect of the Development Property and the Minimum Improvements, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants").

In no event shall the City certify a request for Tax Increment to the County until the Minimum Improvements are fully assessed. It is the responsibility of the Developer to inform the City in writing when the Minimum Improvements are first fully assessed and to do so not later than November 1 after the January 1 when the Minimum Improvements are first fully assessed.

b. The obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon compliance with the terms of this Agreement. After the Minimum Improvements are first fully assessed and if in compliance with this Agreement, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on December 1 and the following June 1.

c. The aggregate amount of the Economic Development Grant that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements over the specified time period. The Economic Development Grant shall at all times be subject to suspension, reduction, or termination in accordance with the terms of this Article. Thereafter the taxes levied on the Minimum Improvements shall be divided and applied in accordance with the Urban Renewal Act and the Ordinance.

It is recognized by all parties that the total aggregate amount set forth above is a maximum amount only and that the actual payment amounts will be determined after the Minimum Improvements are completed and the valuation of said Improvements has been determined by the County Assessor.

d. In the event that an Event of Default occurs that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grant and the provisions of this Article shall terminate and be of no further force or effect.

#### Section 4.2. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the Developer TIF Account of the Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and

Minimum Improvements and allocated to the Developer TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds.

Each Economic Development Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

b. Notwithstanding the provisions of Section 4.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 4.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer.

c. The City makes no representation with respect to the amounts that may finally be paid to Developer as the Economic Development Grants, and under no circumstances shall the City in any manner be liable to Developer so long as the City timely applies the appropriate percentage of Tax Increments actually collected and held in the

Developer TIF Account (regardless of the amounts thereof) to the payment of the corresponding Economic Development Grants to Developer as and to the extent described in this Article.

Section 4.3. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments collected from any other properties within the Urban Renewal Area, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

Section 4.4. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned or leased by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

Developer and its successors agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

## ARTICLE V. REMEDIES

Section 5.1. Events of Default Defined. 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, any one or more of the following events during the Term of this Agreement:

- a. Failure by Developer to cause the construction of the Minimum Improvements to be completed and the operations to continue pursuant to the terms and conditions of this Agreement;
- b. Failure by Developer to comply with this Agreement.
- c. Transfer of Developer's interest in the Development Property or any interest in this Agreement or the assets of Developer in violation of the provisions of this Agreement;
- d. Failure by Developer to pay ad valorem taxes on the Development Property and Minimum Improvements;
- e. Failure by Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- f. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- g. Developer shall:
  - i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
  - ii. make an assignment for the benefit of its creditors; or



iii. admit in writing its inability to pay its debts generally as they become due; or

iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

h. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 5.2. Remedies on Default. Whenever any Event of Default referred to in Section 5.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice by the City to Developer and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance

of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement; or

d. The City shall be entitled to recover from the Developer, and the Developer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer.

Section 5.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 5.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 5.5. Agreement to Pay Attorneys' Fees and Expenses.

a. Developer and the City shall each pay for its own attorney's fees associated with this Agreement; and

b. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

## ARTICLE VI. MISCELLANEOUS

Section 6.1. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to Pro Commercial, LLC, Attention: Matthew Eller, 4850 Timber Creek Lane, Ames, Iowa 50010; and
- b. In the case of the City, is addressed to or delivered personally to the City, Attention: City Administrator, 515 North Main Street, Huxley, Iowa 50124;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 6.2. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.3. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 6.4. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 6.5. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2025, unless terminated earlier under the provisions of this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by

its City Clerk, Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

[Signatures start on the next page]

(SEAL)

CITY OF HUXLEY, IOWA

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

ATTEST:

By: \_\_\_\_\_  
Jolene Lettow, City Clerk

STATE OF IOWA                    )  
  ) SS  
COUNTY OF STORY            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me a Notary Public in and for said State, personally appeared Craig Henry and Jolene Lettow, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Huxley, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

PRO COMMERCIAL, LLC

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

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

STATE OF IOWA                    )  
  ) SS  
COUNTY OF STORY            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of Pro Commercial, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said \_\_\_\_\_, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property that the Minimum Improvements are being built on is located in Huxley, Iowa and is legally described as follows:

Lots 3 and 4, Huxley Business Park Plat 3, an Official Plat located in Huxley, Story County, Iowa



## City Street Finance Report

Fiscal Year 2021

Bureau of Local Systems

Huxley

Ames, IA 50010

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### Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets		\$153,860					\$153,860
Benefits - Roads/Streets		\$30,374					\$30,374
Training & Dues		\$1,262					\$1,262
Building & Grounds Maint. & Repair		\$6,183					\$6,183
Vehicle & Office Equip Operation and Repair		\$18,438					\$18,438
Operational Equipment Repair		\$1,220					\$1,220
Street Lights	\$4,901						\$4,901
Engineering		\$5,931					\$5,931
Insurance		\$16,166					\$16,166
Medical		\$33,111					\$33,111
Street Maintenance Expense		\$6,329					\$6,329
Technology Expense		\$3,188					\$3,188
Other Professional Services		\$6,523					\$6,523
Minor Equipment Purchases		\$1,517					\$1,517
Office Supplies		\$237					\$237
New Posts & Signs		\$2,132					\$2,132





## City Street Finance Report

Fiscal Year 2021

Bureau of Local Systems

Huxley

Ames, IA 50010

12/1/2021 12:51:54 PM

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Replacement Posts & Signs		\$451					\$451
Street - Preservation		\$17,362					\$17,362
Principal Payment				\$265,000			\$265,000
Interest Payment				\$70,343			\$70,343
Bond Registration Fees				\$225			\$225
Street Lighting		\$43,819					\$43,819
Traffic Control/Safety		\$6,264					\$6,264
Snow Removal		\$24,658					\$24,658
Depreciation & Building Utilities		\$7,745					\$7,745
Accounting/Recording		\$2,635					\$2,635
Street Cleaning		\$1,125					\$1,125
<b>Total</b>	\$4,901	\$390,530		\$335,568			\$730,999



Bureau of Local Systems  
Ames, IA 50010

## City Street Finance Report

Fiscal Year 2021

Huxley

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### Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$4,901		\$0	\$335,568			\$340,469
Licenses & Permits		\$1,025					\$1,025
State Revenues - Road Use Taxes		\$496,430					\$496,430
Charges/fees						\$0	\$0
Contributions		\$8,628					\$8,628
Sale of Property & Merchandise		\$1,427					\$1,427
<b>Total</b>	\$4,901	\$507,510	\$0	\$335,568		\$0	\$847,979



Bureau of Local Systems

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## City Street Finance Report

Fiscal Year 2021

Huxley

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### Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
General Obligation	\$2,810,000	\$265,000	\$70,343	\$265,000	\$70,343	\$2,545,000



Bureau of Local Systems  
Ames, IA 50010

## City Street Finance Report

Fiscal Year 2021

Huxley

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### Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
International Snow Plow	2019	Purchased	\$186,284	No Change
F250 Truck	2015	Purchased	\$6,000	No Change
521F ZBAR T4 Loader	2015	Purchased	\$111,162	No Change
Chevy 3/4 Ton Truck	2015	Purchased	\$28,635	No Change
Cat Backhoe	2014	Purchased	\$62,330	No Change
Dewalt Sawzall Concrete Cutter	2010	Purchased	\$199	No Change
Vibrastrike II Concrete Leveler	2010	Purchased	\$1,650	No Change
Takeuchi TB016 Compact Excavator	2010	Purchased	\$22,945	No Change
Chevy 1500	2008	Purchased	\$22,000	No Change
International Dump Truck	2007	Purchased	\$52,000	No Change
Chipper	2006	Purchased	\$24,400	No Change
Snow Plow and Equipment	2006	Purchased	\$80,159	No Change
Tymco Model 600 BAH Street Sweeper	2006	Purchased	\$138,900	No Change
Cat Skid Steer	2004	Purchased	\$25,000	No Change
Chevy 2500 Truck	2003	Purchased	\$20,767	No Change
420D Backhoe	2001	Purchased	\$0	Junked
International Dump Truck	1999	Purchased	\$12,000	No Change
Climline 105Gallon Tar Kettle	1998	Purchased	\$12,995	No Change
Street Saw	1993	Purchased	\$1,289	No Change
International Harvester Dump Truck	1990	Purchased	\$11,000	No Change



Bureau of Local Systems  
Ames, IA 50010

## City Street Finance Report

Fiscal Year 2021

Huxley

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Description	Model Year	Usage Type	Cost	Purchased Status
International Harvester 584 Tractor	1982	Purchased	\$11,990	No Change



Bureau of Local Systems  
Ames, IA 50010

## City Street Finance Report

Fiscal Year 2021

Huxley

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### Street Projects

Project Description	Contract Price	Final Price	Contractor Name
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Bureau of Local Systems  
Ames, IA 50010

## City Street Finance Report

Fiscal Year 2021

Huxley

12/1/2021 12:51:54 PM

### Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Begining Balance	\$0	\$508,840	\$0	\$0	\$0	\$0	\$508,840
SubTotal Expenses (-)	\$4,901	\$390,530		\$335,568			\$730,999
Subtotal Revenues (+)	\$4,901	\$507,510	\$0	\$335,568		\$0	\$847,979
Ending Balance	\$0	\$625,820	\$0	\$0	\$0	\$0	\$625,820

Resolution Number:

Execution Date: Wednesday, December 1, 2021

Signature: Jolene R. Lettow



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

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

[huxleylibrary@huxleyiowa.org](mailto:huxleylibrary@huxleyiowa.org)  
[huxleyiowa.org/public-library](http://huxleyiowa.org/public-library)

## Library Report, December, 2021

- September

Shana Stewart, state consultant, did a space needs assessment in the library. Future plans call for doing some remodeling to create a larger meeting room.

ARPA funds distributed through the State Library have been used to update our circ system and create a touchless checkout system. We're also having an addition to the current circ desk built to create permanent social distancing and have space for the new scanners and receipt printers.

With the beginning of school, we see students in the library again, but also continue to offer the on-line reservation of materials and delivery and pick-up at the school office.

- October

We have returned to 100% in-house, full programming. The first Wednesday of the month will be a "pop-up" club for elementary age. This month was Bingo. The following October Wednesdays we offered the Home Alone & OK program through ISU Extension. Know & Grow preschool story times are active and full. For adults, book clubs, Mahjong, and Meet the Candidates event were all well attended.

We have started the process to become a Passport Agency.

I was on vacation for 2 weeks this month and my staff did an outstanding job!

- November

Story County Library Directors met with the Board of Supervisors. This is an annual meeting to discuss our funding.

Pop-up for kids was cookie decorating. A quick how-to for decorating lesson, and lots of yummy cookies and frosting.



Two successful adult programs this month in addition to book clubs. Spice Up Your Life, spice blending with ingredients donated from TONES. And our first ever Author Fair. Nine authors in residence, a writer's workshop and approximately 50 attendees. Friends of the library also offered a simple breakfast for free or donation of choice.

- **On November 17, I participated in a State Library webinar: Key to the City: Forming Strong Relationships between Boards and Councils. This was led by Pat Callahan, who has been in Huxley for various consulting needs. I'm pleased to say that we do so many things right here in Huxley. Virtually everything he had to offer to help Library Boards succeed with City Councils we do every day. From including the library as a full department to budgeting to reports and feedback. Thank you for your support and work. You'd be surprised at the situations in many small cities and the fight many librarians must take on to succeed. I appreciate your ongoing support and understanding of the importance of your library in your community.**



Cathy Van Maanen  
Director of Library Services



# Huxley Fire and Rescue

104 Railway  
Huxley, Iowa 50124

## November 2021 Report Huxley Fire Rescue

Promote Trust, Service Before Self, Positive Solutions

-Huxley Fire & Rescue Emergent Medical Services Program Authorization was renewed until January 2025 after a recent audit by the Iowa Department of Public Health

-In 2021 Huxley Fire & Rescue has responded to 431 calls for service, 39 of those were in the month of November.

-Huxley EMS First Responders were dispatched to 23 calls in November.

-Huxley Ambulance #731 responded to 7 calls in November.

-Huxley Fire responded to 11 calls in November.

-Huxley has been responded to Kelley for 27 calls since May 2021

-Mutual Aid (included in totals above)

-/EMS/ Ambulance/First Responder/Fire calls to **Slater**

-EMS/Medical Assist, 105 East Main St. 11/18/2021

-EMS/Ambulance, 304 N. Main #1, 11/19/2021

-EMS/Ambulance, 101 1<sup>st</sup> Ave. N. 11/19/2021

-Structure Fire, 308 Main St. 11/22/2021

-Motor Vehicle Crash, NW 158<sup>th</sup> Ave. & NW 44<sup>th</sup> St. 11/29/2021

-EMS/First Responder calls to **Kelley**

-EMS/Medical Assist, Hubble St. & Giddings St. 11/4/2021

-Motor Vehicle Crash/Injuries, 510<sup>th</sup> Ave. & 270<sup>th</sup> St. 11/8/2021

-EMS/Medical Assist, 6100 West Lincoln Way #15 11/11/2021

-EMS/Medical Assist, 1670 X Ave. 11/14/2021

-EMS/First Responder/Fire calls to **Cambridge**

-Structure Fire, 215 Water St. 11/21/2021

-EMS/Medical Assist, 124 River St. 11/27/2021

-Fire Call to **Maxwell**

-Structure Fire, 321 640<sup>th</sup> Ave 11/13/2021

-EMS/Ambulance Call to **Gilbert**

-6522 Prairie Ridge Rd. 11/29/2021

## December 2021 Monthly Public Works Report

- We are ready and have everything stocked for any unwanted winter weather that may be in the future. All of the ice control material has been mixed which is a make-up of sand, salt and calcium chloride and ready to use for spreading out of the trucks.
- We have also stocked plenty of liquid chloride for pre-application to minimize the icing when the weather permits and is applicable to the conditions before an event happens.
- All the trucks and plows are also outfitted and ready to take on what mother nature has to offer.
- Been doing some crack taring when weather permits.
- Had the street sweeper out sweeping the entire city the end of November and have gone out when needed when leaves and debris accumulate in the gutters in the heavily tree growth areas in that city that need ongoing cleaning.
- We had to place the old video trailer and equipment on Govdeals a second time to get a better bid. The first go around the high bid was \$8500. We had a reserve on the second go around of \$15,000.00 and the bid was \$15,400.00 so we hope that the new buyer will make payment soon and schedule a time to pick it up.
- We sold eleven old Christmas decorations that we no longer used as well on Govdeals for \$611.00 and netted \$554.25 after the Govdeals fees were paid.
- Put up Christmas decorations with 18 new ones for a total of 35.
- Did another walk through on E 1<sup>st</sup> street and there are still items from the original punch list that need finished so I am thinking it may be spring before this will be completed and we can final out the project.. We had an issue with the peat pond not draining behind general insurance on the last heavy rain events and narrowed the problem down to the tile being hit and not being replaced and reconnected to the storm intake during the construction phase of East 1<sup>st</sup> street. We dug up the problem to verify to the contractor the pipe was damaged and not reconnected and the contractor had to come back and reconnect the storm pipe back into the intake to get it to drain the pond.
- Still working with the IDNR on the permitting of the water main installations on East 4<sup>th</sup> street and North 4<sup>th</sup> Avenue which should be done within the next two weeks.
- Signed contracts with Manatt's for the recent street projects that were awarded and will be starting on the water main portion of the project on E. 4<sup>th</sup> St and N. 4<sup>th</sup> Ave. in March or April of spring of 2022.
- Been working with Alliant Energy with their gas main project throughout the city while the weather is permitting them to continue work. Their contractor is trying to wrap up the gas line replacement project for this year, but they have a few lines to cap and abandon yet. They are working on concrete replacement and final grading as well.
- We are currently reviewing new permits for approval for next summer's gas installation upgrades.

- Mat attended an Iowa State Pavement Management Workshop.
- We will be trimming trees that did not get done by homeowners and sending out bills
- Held a tree branch drop off day on November 13<sup>th</sup> with two truckloads dropped off.
- Worked on and prepared the Utility III job description for the new position that we will be wanting to add to the workforce to help with the extra workload that staff is currently struggling with and to allow Keith to get involved with the new plant expansion and new treatment technologies and the training that will be required for the new plant and well.
- Continue to work with the IDOT and engineering on design, easements and placement of the existing water mains that will need to be moved for the widening of I35.
- Attending and providing information for ongoing meetings with staff on zoning, site plans, budgets, CIP's, code review and trying to identify any available outside funding that we can use for future projects.
- Attend meetings and converse with engineering and contractors on the new water plant expansion and well project.

#### Water

- In the month of November, the Huxley Water Plant treated 9,116,000 gallons of water. A maximum of 486,000 gallons of water per day, a minimum of 217,000 gallons per day, and average daily treated water of 304,000 gallons per day, down about 40,000 gallons a day compared to the previous month.
- The water plant expansion has begun, they started digging the hole for the new underground detention tank and installing the 4-inch tile to drain the footings. The culvert has been placed in the water way and backfilled for access to the new ground storage tank area. If the weather cooperates, they say the detention tank will take about a month to pour the footings and walls.
- The water service lines and fire lines for Huxley communications new building have been installed and have passed the pressure and bacteria testing. The new fire line for 302 Campus Dr. has been installed and has passed the pressure and bacteria testing. Hale Trailer has also tapped both 2-inch water service lines and has passed inspection.
- Bi-annual fire hydrant flushing has been completed for the year with little to no complaints.
- Josh and Keith have been replacing water meters that we know are at least 20 years old this past month. Meters and radio reads are hard to get just like everything else that is electronic these days. Our meter reading equipment is no longer supported and will have to be replaced in the very near future. Keith has been in contact with the Van Wert company who is the representative of our meter reading equipment trying to get some

replacement costs for the new upgrades and has received a ballpark figure verbally that was around \$20,000.

- The backup Generator at the water plant needed repaired this past month, the self-contained battery charger burned up and would not start. It has been replaced and put back into service. We still need to get a block heater replaced on it. We have one on order but not sure how long it will take to get here but we are hoping it will arrive before the weather turns really cold. No one seems to be able to give you availability or a date on when it will arrive due to the current issues that everyone is dealing with on supply issues and transportation.

#### Wastewater

- We had our IDNR inspection and everything went well. We are still waiting on a final report from them to see if there is anything else we need to address, but we are not expecting anything serious. There may be some recommendations but no deficiencies that we are aware of that was discussed during the inspection. We have received our new NPDES permit draft from the IDNR with some lower limits, we don't expect this to be a huge issue but does leave us with zero wiggle room for operation. So we did have a zoom meeting with them to discuss the lower recommended limits but after much discussion we feel that the new rules that they have adopted with EPA will not allow us to change them so will need to reply soon on anything that we feel that we have any chance of winning which looks pretty slim to none.
- The new camera trailer has been working great and we have been using it quite a bit. The old camera trailer that I mentioned earlier that was replaced with the new one was posted on Govdeals twice and just sold for \$15,400. Once we receive final payment, we hope the new owner will pick it up soon since we have limited storage inside the buildings and could use the space for other equipment.
- We are finished with painting around the plant for everything outside that we can do with staff. We're hoping to have the clarifier and other things that are submerged painted by a company that can spend more time on prep work than we have and the proper equipment needed to prep the surfaces and apply the paints.
- We have been in close communication with CMC. We have received one of two payments from them and they are working toward correcting all their issues we had stated in our letter. We're hoping to have all the loose ends cleaned up before the payment is complete.
- The wastewater plant has been performing well. Biosolids holding tanks have been hauled out and field applied for our fall application and everything is clean and operating well.
- We are still waiting on UV bulbs and sleeves which we ordered several months ago. We talked with the company we ordered them from and they are having a lot of trouble with getting any information on an ETA with all of the shipment issues we are

experiencing everywhere. We have pulled our UV's for the year and will not need to reinstall them until March as required by our NPDES permit. We're hoping to have the new sleeves and bulbs before then.

- PH probe sensor caps have arrived, we have calibrated and checked them to make sure they are working properly. So far, they are holding calibration so we hope we don't need to order any new probes as they are expensive and were sure like everything else will take a long time to get here.
- AJ has been working on pricing a new jet trailer and has entertained some demos with the jet trailer suppliers to find the trailer and jetter that will best suit our needs to replace our old one. AJ hopes to have more information on this soon.
- We have completed our yearly jet/vac work with roughly 15,371' of pipe cleaned. We will be out with our camera trailer inspecting these areas that have just been cleaned checking for any issues with the mainlines that may need attention or repaired.
- Our new incubator is working well in the lab. The old one died and parts were no longer available to even fix it since it was so old and we got this through an auction from the City of Altoona when it closed its plant and lab down several years ago when they connected to the WRA.
- We have ordered the replacement HVAC for our headworks building and they said the tentative ship date is for 12/7/21 with everything being behind on shipping we don't know if this will come in on time. AJ has been communicating with them and he is expecting a phone call as soon as it comes in.
- AJ has submitted all of the paperwork for our lab re-certification and he expects an inspection date will be coming soon to recertify the lab that needs to be done every two years as required by the IDNR.
- Liner projects on W 3<sup>rd</sup> and E 5<sup>th</sup> have not been completed yet as we are waiting on Accujet to get the product to complete the liners. Another supply issue. Inventory is starting to look like something we need to reinvest in if things don't turn around. Lol!
- We have completed winterizing everything within the wastewater department that we can think of, but our going through some of the equipment still to make sure everything is either ready to go for winter or has been stored properly for the winter months.

#### Development and Construction, Site Plans and Subdivisions (with V & K, other City staff and Safe Building)

- Hale trailer has been moving a lot of dirt and installing utilities and have been making some very good progress. They are currently in the process of setting the building for their offices.
- The new Huxcomm facility site has broken ground on the site grading and installing underground utilities. Still not sure if any vertical building construction will take place this winter with a lot of it having to do with weather and if they will be able to get footings in the ground.

- Landscapes by Design keeps making progress on the site but they still have some things to finish before the site can accommodate a final walk through to close the building and site permit and issue a permanent CO.
- Iowa Earth has met all the requirements needed to close their permit and issue a full CO.
- DZ Flex is still working on their site and we have not seen much activity recently and they have a lot to do before they will be ready for any closing of the new site to issue any occupancy.
- Rita and I met with Pacific Drywall on site to walk them thru with some solid waste issues and answer any questions they have and they will be working on addressing the issues that we have concerns with. They are also looking at a new site plan and building to the west of their existing lot in the near future which we are excited about. This site plan and project would fill in the last lot that is still vacant on the North side of the street.
- The landing site is moving along well. We have done the inspections when needed to keep the project moving. All of the sanitary mains and services has been installed. We are assuming the water connections and inspections and testing will take place within the next month weather pending.
- Scooters Coffee has met all of the building design and site work and has been issued a final CO.
- The Ballard Plaza Building plan and site work is ongoing and has not requested a final walk thru to date.

## Calls For Service by Nature

### Code

Huxley Police

ANIMAL CALL	Number of CFS:	12	Percentage of Total:	2.76%
BURGLARY / ATTEMPTED BURGLARY	Number of CFS:	2	Percentage of Total:	0.46%
BURNING COMPLAINT	Number of CFS:	1	Percentage of Total:	0.23%
BUS VIOLATION	Number of CFS:	2	Percentage of Total:	0.46%
BUSINESS SECURITY CHECK	Number of CFS:	44	Percentage of Total:	10.11%
CARBON MONOXIDE CHECK	Number of CFS:	1	Percentage of Total:	0.23%
CHEMICAL SPILL/ODOR	Number of CFS:	1	Percentage of Total:	0.23%
CHILD WELFARE CHECK	Number of CFS:	2	Percentage of Total:	0.46%
CITY CODE ENFORCEMENT	Number of CFS:	6	Percentage of Total:	1.38%
CIVIL MATTER	Number of CFS:	2	Percentage of Total:	0.46%
CRIME FREE HOUSING CHECK	Number of CFS:	2	Percentage of Total:	0.46%
DEATH INVESTIGATION	Number of CFS:	2	Percentage of Total:	0.46%
DISTURBANCE & NOISE PARTY	Number of CFS:	3	Percentage of Total:	0.69%
DOMESTIC DISPUTE	Number of CFS:	1	Percentage of Total:	0.23%
FINGER PRINTING	Number of CFS:	12	Percentage of Total:	2.76%
FIRE ALARM	Number of CFS:	6	Percentage of Total:	1.38%
FIRE STRUCTURE	Number of CFS:	2	Percentage of Total:	0.46%
FOLLOW UP	Number of CFS:	13	Percentage of Total:	2.99%
GENERAL ALARM BANK / RESIDENTI	Number of CFS:	2	Percentage of Total:	0.46%
GENERAL INFO/COMPLAINT/ASSIST	Number of CFS:	23	Percentage of Total:	5.29%
HARASSMENT	Number of CFS:	2	Percentage of Total:	0.46%
JUVENILE TROUBLE	Number of CFS:	3	Percentage of Total:	0.69%
LAW DEPARTMENT ASSIST	Number of CFS:	3	Percentage of Total:	0.69%
LOST OR FOUND PROPERTY	Number of CFS:	1	Percentage of Total:	0.23%
MEDICAL ASSIST/AMBULANCE CALL	Number of CFS:	14	Percentage of Total:	3.22%
MISSING PERSON / RUNAWAY	Number of CFS:	1	Percentage of Total:	0.23%
MOTOR VEH CRASH / INJURY	Number of CFS:	1	Percentage of Total:	0.23%
MOTOR VEH CRASH / UNK INJURY	Number of CFS:	1	Percentage of Total:	0.23%
MOTOR VEH CRASH/PROP DAMAGE	Number of CFS:	7	Percentage of Total:	1.61%
MOTORIST ASSISTANCE	Number of CFS:	4	Percentage of Total:	0.92%
OPEN DOOR	Number of CFS:	2	Percentage of Total:	0.46%
PARKING ENFORCEMENT/COMPLAINT	Number of CFS:	6	Percentage of Total:	1.38%
RECKLESS DRIVER	Number of CFS:	7	Percentage of Total:	1.61%
RESIDENCE CHECK	Number of CFS:	1	Percentage of Total:	0.23%
SALVAGE VEHICLE INSPECTION	Number of CFS:	18	Percentage of Total:	4.14%
SCAM	Number of CFS:	1	Percentage of Total:	0.23%
SEXUAL ASSAULT	Number of CFS:	1	Percentage of Total:	0.23%



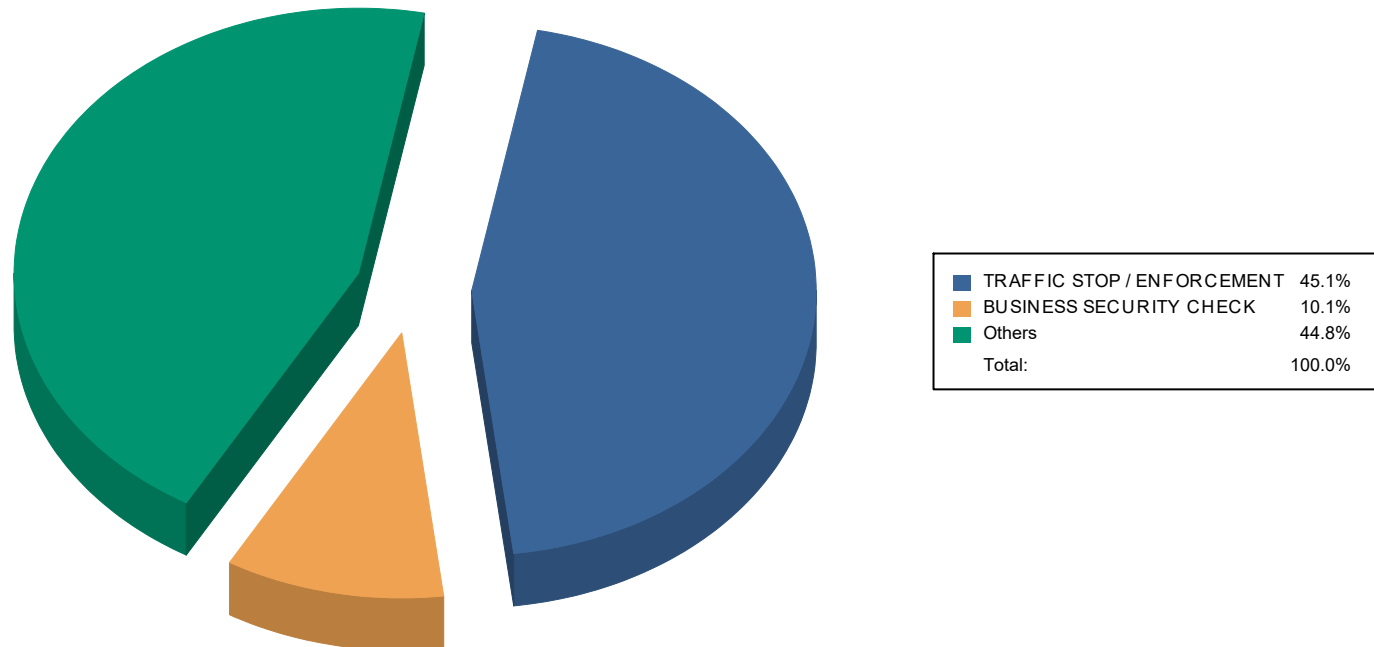
SUSPICIOUS PERSON/VEH/ACTIVITY  
TRAFFIC HAZARD  
TRAFFIC STOP / ENFORCEMENT  
VANDALISM / CRIMINAL MISCHIEF  
VEHICLE IN DITCH  
VIOLATION OF NO CONTACT ORDER  
WELFARE CHECK

Number of CFS: 12  
Number of CFS: 5  
Number of CFS: 196  
Number of CFS: 1  
Number of CFS: 1  
Number of CFS: 1  
Number of CFS: 7

Percentage of Total: 2.76%  
Percentage of Total: 1.15%  
Percentage of Total: 45.06%  
Percentage of Total: 0.23%  
Percentage of Total: 0.23%  
Percentage of Total: 0.23%  
Percentage of Total: 1.61%

Total CFS: 435

## Percentage of CFS by Nature Code



City of Cambridge  
Huxley Police Department  
Report for November 2021

**November 3<sup>rd</sup>, 2021, 2:22 PM**

Officer responded to a report of a runaway juvenile near 1<sup>st</sup> and Vine. The juvenile was located and eventually transported to the hospital for evaluation.

**November 6<sup>th</sup>, 2021, 8:11 AM**

Officer responded to an unattended death at the 100 block of River. Investigation at the scene by both officer and Medical Examiner determined that the death was due to natural causes.

**November 17<sup>th</sup>, 2021, 4:52 PM**

Officer responded to an unattended death at the 300 block of Center. Officer and Medical Examiner investigation of the scene determined that the death was due to natural causes.

**November 18<sup>th</sup>, 2021, 9:37 PM**

Officer responded to a car vs. deer accident at the intersection of 315<sup>th</sup> and 570<sup>th</sup>.

**November 28<sup>th</sup>, 2021, 7:21 PM**

Officer received a harassment complaint at the 200 block of Water Street. Several juveniles were involved with a group chat that had become out of hand. Officer made contact with all juveniles' parents who agreed to assist with stopping the harassing behavior.

**November 29<sup>th</sup>, 2021, 2:23 PM**

Officer opened an investigation for a report of an assault that took place several days prior at the 200 block of Water Street.

Gerry Stoll

Chief of Police