



## **CITY COUNCIL MEETING NOTICE**

**TUESDAY MAY 3, 2022, 6:00 P.M.**

**CITY COUNCIL CHAMBERS**

### **AGENDA**

- 1. ROLL CALL**
- 2. APPROVE AGENDA AS PRESENTED AND/OR AMENDED**
- 3. PUBLIC COMMENT (5 MINUTE TIME LIMIT FOR ITEMS NOT ON THIS AGENDA)**
- 4. PUBLIC HEARINGS**
- 5. 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 Resolution No. 22-041 Fixing a Date for a Public Hearing to Consider Options to Purchase City Owned Real Estate
  - b) Motion to Approve Contract for 2022 Mosquito Spraying with Clark Environmental Mosquito Management
- 6. BUSINESS ITEMS**
  - a) Resolution No. 22-038 Award Contract to Inroads Asphalt Paving & Materials for Centennial Park/North Park Drive Entrance & Trail (FY 2022 Capital Improvement Plan)
- 7. INFORMATIONAL ITEMS-DIRECTION TO CITY ADMINISTRATOR**
  - a) Preliminary Terms of Development Agreement with Van Houweling, LLC Blue Sky
  - b) Preliminary Terms of Development Agreement with Meadow Lane Investments, LC
  - c) 507 Timberlane
- 8. WORKSESSION: DISCUSSION AND DIRECTION TO CITY ADMINISTRATOR**
  - a) Goal Setting
- 9. CLOSED SESSION: MOTION TO GO INTO CLOSED SESSION PURSUANT TO SECTION 21.5(1)(i) OF THE IOWA CODE**

#### **POTENTIAL WORKSESSION TOPICS FOR COUNCIL CONSIDERATION**

- FY 23 Capital Improvement Plan
- Main Avenue Revitalization Plan- Real Estate Inventory, Conceptual Plan, Potential Funding Options
- V&K Sanitary Sewer Service Area Study/Utility Services
- Library Board-City Council-Ballard School District Board Joint Discussion
- Consultant Presentations-Comprehensive Plan Update and Space Needs Analysis
- Regional Service Sharing Opportunities

- CONSESCO (Construction Site Erosion and Sediment Control Ordinance)-Provide Ability for Increased Enforcement Capability by Public Works Street and Stormwater Superintendent

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:**

Council Agenda Items May 3, 2022

## **SUBMITTED BY:**

Rita Conner, City Administrator

## **SYNOPSIS:**

The information below summarizes the regular meeting agenda items before Council for May 3, 2022. Worksession on Council Goal Setting will take place following the business agenda.

### **Consent Agenda**

5a. Approve Resolution No. 22-041 Fixing a Date for a Public Hearing to Consider Options to Purchase City Owned Real Estate. Notice of public hearing will be published. Public hearing will be held May 10, 2022. Competing proposals for the property may be submitted following the public hearing.

5b Motion to Approve Contract for 2022 Mosquito Spraying from Parks & Recreation Department. At the April 26 Council meeting, Director Heather Denger provided verbal information on an alternate proposal for mosquito spraying services. That proposal is included in your packet and is recommended for approval.

### **Business Items**

6a. Resolution No. 22-038 Award Contract to Inroads Asphalt Paving & Materials for Centennial Park/North Park Drive Entrance & Trail (FY 2022 Capital Improvement Plan approved October 12, 2021 Resolution No. 21-092). At the April 26<sup>th</sup> Council meeting, CM Kuhn requested additional information on sidewalk infill paving priorities that were discussed by Council in 2021. Council discussed the Connecting Huxley program of 2021 at the November 2, 2021 worksession. A list of sidewalk priorities was provided by CM Kuhn for Council consideration. No actions were taken at that meeting or at the November or December 2021 regular Council meetings. Staff continued forward with obtaining bids for the Centennial Park/North Park Drive Entrance and Trail project per the approved FY 22 CIP. Staff is returning with the information and recommendation to be able to move forward with the identified project. FY 23 CIP draft that has been reviewed by Council contains \$50,000 for sidewalk infill projects where the list of priorities will be able to be utilized, after Council has approved it.

### **Informational Items**

A. Preliminary Terms of Development Agreement with Van Houweling, LLC Blue Sky  
Included in packet materials are the engineering cost estimates provided in 2021 for the additional work Council requested of Don Van Houweling that provided the basis for proposed project generated TIF assistance for the project. Requested by Council at April 26<sup>th</sup> meeting.

B. Preliminary Terms of Development Agreement with Meadow Lane Investments, LC. Updated cash flow table draft requested by Council April 26<sup>th</sup> .

**RESOLUTION NO. 22-\_\_**

**RESOLUTION FIXING A DATE FOR A PUBLIC HEARING TO CONSIDER THE SALE OF REAL ESTATE OWNED BY THE CITY OF HUXLEY AND BEING A PART OF LOT 25 RAILROAD SUBDIVISION NO. 2, HUXLEY, STORY COUNTY, IOWA**

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

Lot 25 Railroad Subdivision No. 2 in Huxley, Story County, Iowa, but specifically excluding that portion of the property containing the amphitheater (the "Property") in Huxley, Story County, Iowa (the "Property"); and

**WHEREAS**, to offers to purchase the Property have been presented to the City of Huxley for the purpose of acquiring the Property; and

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

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

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

**Section 1.** The City Council will hold a public hearing on the proposal to sell the Property and to enter into Purchase Agreements as set out in the preamble hereof at 6:00 o'clock p.m., on the 24th day of May 2022, at City Hall, in the City of Huxley.

**Section 2.** The City Clerk is hereby authorized and directed to give notice of this resolution and of the public hearing on the proposal to sell the Property and to enter into the Option to Purchase Real Estate Agreement, by publication at least once, not less than four nor more than twenty days before the date of the hearing, in a newspaper of general circulation in the City of Huxley. Such notice shall be substantially in the form that is attached to this Resolution.

**Section 3.** All resolutions or parts thereof which are in conflict herewith are hereby repealed.

***PASSED, ADOPTED AND APPROVED*** this 3<sup>rd</sup> day of May 2022.

**APPROVAL BY MAYOR**

I hereby approve the foregoing **Resolution No. 22-\_\_\_\_\_** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 3<sup>rd</sup> day of May 2022.

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Kevin Deaton, Mayor

ATTEST:

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Jolene Lettow, City Clerk

**NOTICE OF HEARING ON A RESOLUTION TO CONSIDER THE SALE OF REAL ESTATE OWNED BY  
THE CITY OF HUXLEY AND BEING A PART OF LOT 25 RAILROAD SUBDIVISION NO. 2, HUXLEY,  
STORY COUNTY, IOWA**

The City Council of the City of Huxley, Iowa has adopted a resolution relating to a proposal to sell and convey certain real property owned by the City of Huxley and legally described as:

Lot 25 Railroad Subdivision No. 2 in Huxley, Story County, Iowa, but specifically excluding that portion of the property containing the amphitheater (the "Property").

The Property will be sold for the fair market value.

The Huxley City Council will meet at 6:00 p.m. on the 24<sup>th</sup> day of May 2022, at Huxley City Hall, 515 N Main Street, Huxley, Iowa for the purpose of holding a public hearing on the proposed sale and conveyance.

At that time and place, oral or written comments or objections may be filed or made. Following the hearing, the Huxley City Council will, at that meeting, make a final determination on the proposal, in accordance with Section 364.7 of the Code of Iowa.

By order of the City Council of the City of Huxley, Iowa.

Jolene Lettow  
City Clerk

Published in the \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_ 2022.

March 29, 2022

City of Huxley

I am proposing to kickoff some construction activity on Main Street. I know the City of Huxley is trying to get that area redeveloped. I would purchase the property for \$22,800, that is the assessed value. This is what the City did for Troy Petersen when he purchased a piece of property in the area. I will build an office building on the property.

I am asking for 5 year equivalent of tax rebate and I think it would be in the form of TIF.

Please consider this and let me know what you think.

Thanks

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

David Jensen

## Request to Complete Form Documents Incident to Residential Real Estate Transaction

Buyer and Seller request that Broker(s) select and complete documents as authorized by Iowa law or by Iowa Supreme Court Ruling, such as purchase agreements, groundwater hazard and declaration of value incident to a residential real estate transaction.



Sellers' Signatures

Date

Buyers' Signatures

Date

Buyer: David JensenSeller: City of HuxleyProperty Address: Vacant Lot North of 103 Campus Drive Huxley, IALegal Description: Railroad 50 NO 2 Lot: 25 HuxleyCity: Huxley County: Story State: IA Zip Code: 50124

Buyer hereby agrees to buy, and Seller agrees to sell, the property on the following terms and conditions:

Date of Offer: Date: 3/29/22 Time: Noon Offer Expires On: Date: 4/29/22 Time: NoonPurchase Price \$ 22,800.00

Terms The purchase price is payable as follows:

- ☒ Cash, cashier's check, or certified funds at closing, including Earnest Money.
- ☐ New Loan - See "Financing Contingency" Below.
- ☐ Contingent upon closing of property located at \_\_\_\_\_ See 1<sup>st</sup> Right of Refusal Addendum.
- ☐ Contingent upon buyer's closing and obtaining proceeds from the sale of \_\_\_\_\_ closing on \_\_\_\_\_ (date).
- ☐ Seller Financing/Contract.
- ☐ Other \_\_\_\_\_

Earnest Money \$ 0.00 ☒ With Offer ☐ Within 3 Business Days of Acceptance.

Evidenced By:

To be Held by:

Other Remarks:

- ☐ Personal Check
- ☐ Cashier's Check
- ☐ Cash

- ☐ Listing Broker
- ☐ Selling Broker
- ☐ \_\_\_\_\_

Earnest Money to be deposited in trust account upon acceptance of this agreement by all parties.

Financing Contingency

☐ Yes ☒ No

This Agreement is contingent upon Buyer securing the following financing:

- ☐ Assume Existing Loan
- ☐ New Loan: Type of Loan: ☐ Conv. ☐ FHA ☐ VA ☐ Other \_\_\_\_\_
- Amount: \$/% \_\_\_\_\_ Maximum % of Rate: \_\_\_\_\_ ☐ Fixed Rate ☐ Adj. Rate
- Years: \_\_\_\_\_ Maximum Points: \_\_\_\_\_
- ☐ Sellers to credit buyers \_\_\_\_\_ at time of closing for closing costs and/or prepaid expenses.
- ☐ Property must appraise at no less than the purchase price.
- ☐ Preliminary Approval. ☐ With Offer or ☐ By \_\_\_\_\_ (date) Buyer shall provide Seller with a letter from Buyer's lender evidencing Buyer's ability to qualify for the loan amount and terms set forth above, subject only to such reasonable and customary conditions as the lender typically imposes on such preliminary approval letters.

Other Terms: \_\_\_\_\_

HOME WARRANTY: Included with this sale ☐ YES ☐ No Paid for by ☐ SELLER or ☐ BUYER

Warranty Co. Plan \_\_\_\_\_, at a cost not to exceed \$ \_\_\_\_\_.

Sellers

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Buyers

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

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

2. **POSSESSION AND CLOSING:**

Closing and Possession is to be given on June 1, 2022. Adjustment of interest, rents, prepaid fuel and all charges attributed to the SELLERS' possession are to be made on this date. Closing shall occur upon delivery of an instrument of title. Possession shall be given upon signing of closing documents. This transaction shall be considered closed upon filing of documents and receipt of all funds. If for any reason possession or closing are not on the above date, the parties shall make a separate written agreement. If no separate written agreement has been made, either party with the ability to close may rescind this agreement by giving written notice to the other party stating closing must occur within five (5) business days of receipt of such notice or this agreement shall be null and void. If neither party chooses to give such notice then this agreement shall remain valid until closing.

3. **TRUST PAYMENTS:** All funds deposited as part payments shall be held by Broker in trust pending acceptance of this offer, and examination of the abstract and delivery of deed or formal contract. Buyer authorizes the company financing this purchase to pay all funds to Broker for the benefit of Seller and Seller authorizes Agent to accept and manage payments and disbursements. At time of settlement, funds of the purchase price may be used to pay taxes, other liens, and closing costs to comply with the above requirements, to be handled under supervision of Broker, and subject to approval of Buyer on title questions which may be needed to produce marketable title. If Buyer is refunded any Earnest Money, any expenses incurred on Buyer's behalf shall be deducted and paid to creditors.

If agreed to by the broker, any interest on trust account shall be forwarded to the Iowa Association of REALTORS® Foundation, a charitable non-profit entity, or as directed and mutually agreed in writing by both Buyer and Seller.

4. **INSURANCE:** Within 10 days from acceptance of this offer, BUYERS agree to make application for homeowner's insurance, if required. If BUYERS are unable to procure homeowner's insurance, the BUYERS may rescind this Agreement by giving written notice to the SELLERS stating the agreement is null and void. SELLERS shall bear the risk of loss or damage to the property prior to closing or possession, whichever occurs first. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void, if Buyer desires. Buyer, however, shall have the right to complete the closing and receive insurance proceeds regardless of the extent of the damage plus a credit towards the purchase price equal to the amount of the Seller's deductible on such policy. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before closing date.
5. **SPECIAL ASSESSMENTS:** The SELLERS shall pay in full all special assessments that are certified as liens on the public record at closing. Any preliminary or deficiency assessment, which cannot be discharged by payment, shall be paid through an escrow account with sufficient funds to pay such liens when payable with any unused funds returned to the SELLERS'. SELLERS shall pay all charges for solid waste removal, sewage, and assessments of maintenance that are attributable to SELLERS possession.

Sellers

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Buyers

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**6. TAXES:**

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

**7. DUTIES OF PARTIES:**

- A. The BROKER, its agents, employees, and associates make no representations or warranties as to the physical or mechanical condition of the property, its size, future value, or income potential.
- B. SELLERS and BUYERS acknowledge that the SELLERS of real property have a legal duty to disclose material defects of which SELLERS have actual knowledge and which a reasonable inspection by the BUYERS would not reveal.

- 8. REMEDIES OF THE PARTIES:** If the SELLERS fail to fulfill this Agreement, they will pay the BROKER the commission in full. The BUYERS shall have the right to have all payments returned, and/or to proceed by any action at law or in equity, and the SELLERS agree to pay costs and reasonable attorney fees, and a receiver may be appointed. If the BUYERS fail to fulfill this Agreement, SELLERS may forfeit the same as provided in Chapter 656 of the Code of Iowa, and all payments made herein shall be forfeited, or the SELLERS may proceed by an action at law or in equity. The BUYERS agree to pay costs and reasonable attorney fees, including the BROKER'S commission and any other expense incurred by the SELLERS. For purpose of collecting the BROKER'S commission from either the SELLERS or the BUYERS, BROKER shall be deemed an intended third party beneficiary to this Agreement and may bring an action of law against either the SELLERS or BUYERS for the collection thereof which will include all costs and expenses incurred and reasonable attorney's fees.

- 9. MEDIATION:** In the event of a dispute, Buyer and Seller agree to consider mediation as an alternative to initiating legal action. The mediation will be conducted in accordance with the rules and procedures of a mutually agreed mediation service. Even when utilizing mediation, parties may still seek legal remedies.

- 10. INCLUDED PROPERTY:** Included with the property shall be all fixtures that integrally belong to, or specifically adapted to or are a part of the real estate, whether attached or detached, such as: attached wall to wall carpeting, built-in appliances, ceiling fans, light fixtures (including light bulbs), water softeners (except rentals), smoke alarms, shutters, shades, rods, blinds, vertical blinds, awnings, storm windows, storm doors, screens, television antennas, air conditioning equipment (except window type), door chimes, automatic garage door openers, garage door remotes, electrical service cables, mailboxes, sump pumps, attached mirrors, fencing, attached shelving, gates, LP tank (if owned), bushes, trees, shrubs and plants. Also included shall be the following: N/A

The following items shall not be included: N/A

**Any personal property and debris not included in the sale of the property must be removed at the expense of the SELLERS prior to day of possession.**

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

Sellers

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Buyers

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12. **CONDITION OF PROPERTY:** Federal law (known as Title X) requires notification of potentially dangerous levels of lead-based paint in properties built prior to 1978 (See Lead-Based Paint Disclosure). If applicable, the SELLER will provide BUYERS copies of any records or prior test results pertaining to lead-based paint. SELLERS shall have water, gas and electrical utilities on for BUYERS' inspections through the date of possession. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear expected. The BUYERS shall be permitted to make an inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no change in the condition of the property. SELLERS represent that as of the date of possession the heating, air conditioning, plumbing, electrical and other mechanical fixtures and equipment, if any, are performing the function for which they were intended, unless otherwise specified. BUYER's choice below in no way affects any improvements to the property that may be required by BUYER's lender.

A. The BUYERS may choose one of the following alternatives relative to the condition and quality of the property.

☐ 1. Within \_\_\_\_\_ business days (M-F) after the final acceptance date BUYERS may, at their sole expense, have the property inspected by a qualified person or persons of Buyer's choice to determine if there are any major structural, mechanical, radon gas, fungal, roof, plumbing, electrical, siding, or lead-based paint deficiencies. These inspections are not construed as inspections to bring an older home into compliance with current local building codes nor are they to be used for the purposes of obtaining any replacement or upgrade to any functional water heater or HVAC system. These inspections are intended to discover any major deficiencies existing on the property. Major deficiency is a material defect existing on the property, which if not corrected by the Sellers prior to closing, would have a significant negative impact on the fair market value of the property or pose an unreasonable risk to the safety of persons on the property. BUYER agrees minor repairs and routine maintenance items are not a part of this contingency. BUYER to indemnify SELLER for any damage resulting from the environmental investigation. **Within this same period**, BUYER may notify SELLER in writing of any such deficiency. Failure to do so shall be deemed a waiver of BUYER'S inspection and repair rights and BUYER agrees to accept the property in its present condition. In the event of any claim or request by BUYER as a result of inspections, SELLER shall within three (3) business days of notification notify the BUYER in writing of what steps, if any, the SELLER will take to correct any deficiencies before closing. The BUYER shall then within three (3) business days in writing notify the SELLER that (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or (2) shall negotiate in good faith a modification of the agreement; or (3) that such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to BUYER.

☒ 2. BUYER accepts, or SELLER has offered, this property in "AS-IS" condition and no repairs or corrections will be made by the SELLER. However, BUYER reserves the right to conduct an inspection of the property within \_\_\_\_\_ business days after the final Acceptance Date. Buyer understands the Seller shall not be obligated to repair, replace or modify any item identified in the Buyer's Inspection Report and the transaction shall proceed to closing despite the contents of any inspection report.

☐ 3. SELLER has offered Property in its "As-is" condition and BUYER accepts Property in its "As-is" condition. No inspection will be completed. Even if an inspection is conducted, SELLER shall not be obligated to replace/repair any item(s) and is not bound to release any Earnest Money or void contract.

**B. New Construction:** If the improvements on the subject property are under construction or are to be constructed, this Agreement shall be subject to approval of plans and specification by the parties within \_\_\_\_\_ days of final acceptance of this Agreement. New construction shall have the warranties implied by law, specifically made by suppliers of materials/appliances, or specifically tendered by the contractor. The Broker and its agents make no warranties as to the quality of construction or materials.

**C. Ground Water Hazard Statement** will be filed at closing for the SELLERS regarding the following items: (1) wells; (2) solid waste; (3) hazardous waste; (4) underground storage tanks (5) private burial grounds located on the property.

Sellers

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Buyers

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

Sellers 

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Buyers 

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20. **OTHER PROVISIONS:** N/A

21. **AGENCY DISCLOSURE:**

Buyer and Seller confirm that written disclosures of agency representation were provided to them, they understand who is representing them, and the disclosures were provided prior to signing this Offer For Real Estate.

Buyer's Brokerage N/A Seller's Brokerage \_\_\_\_\_  
Dual Agent/Brokerage \_\_\_\_\_

22. **SURVIVAL:** The warranties, representations, covenants, agreements, duties and remedies contained herein shall survive the execution and delivery of this agreement, the closing of the transactions contemplated herein and the recording of any contract or deed conveying title.

23. **CALCULATING TIME PERIODS:** All references to days shall be construed as business days unless otherwise noted. A day shall begin at 12:00 a.m. and end at 11:59 p.m. In computing any time period prescribed or allowed herein, the day of the act or event from which the time period runs is not included and the last day of the time period is included unless that last day is a state or federal holiday, in which event the last day shall be the next business day.

24. **ACCEPTANCE**

A. I/We hereby accept the above offer at \_\_\_\_\_ A.M. /P.M. \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
B. This offer rejected by \_\_\_\_\_ SELLER, Time \_\_\_\_\_ Date \_\_\_\_\_

If accepted by the SELLERS on a later date and such acceptance if ratified in written form by BUYERS, then this Agreement will be valid and binding. Copies of all such notices shall also be sent to the Listing Agent and Selling Agent, or their Brokers.

NOTICE: Any notice required under this agreement shall be deemed delivered when it is received or provided either by hand delivery, facsimile, electronic communications or certified mail. Person designated for receipt or to give any notice shall Seller(s) and Buyer(s) at the addresses set forth below or their Broker or Agent. Electronic or facsimile transmissions sent to the other party or to the appropriate Broker, followed by electronic or faxed acknowledgement of receipt, shall constitute delivery of signed document. In the event this form is received by electronic transmission and/or email, the parties hereto acknowledge that they have not changed or altered the content of this form template. The parties agree to confirm such delivery by mailing or personally delivering a signed copy of the original document to the appropriate Broker/Agent.

Seller(s)/Buyer(s) Acceptance. Seller/Buyer hereby acknowledges having read this Agreement in its entirety, including the Standard Terms, and having received a copy of this Agreement.

☐ Addendum(s) Attached (#) \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

**Listing Brokerage:**

Brokerage # \_\_\_\_\_ Agent # \_\_\_\_\_

Agent \_\_\_\_\_ Cell Phone \_\_\_\_\_

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name David Jensen 3/29/22

Address 120 Cedar Lane Huxley, IA

Phone 515-291-1076

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

**Selling Brokerage:**

Brokerage # \_\_\_\_\_ Agent # \_\_\_\_\_

Agent \_\_\_\_\_ Cell Phone \_\_\_\_\_

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# CYBOWER RENOVATION

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CYBOWERRENOVATIONS@GMA  
IL.COM



515-802-7026

306 LRSON DR HUXLEY

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## CITY OF HUXLEY

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Dear City Of Huxley,

I would like to propose a plan to build an office building with at least 4 offices and possibly up to 8 offices. I would like to purchase the property from the city for \$25,000.00 and asking for a 3 year tax rebate. I love this town and would love to see it grow.

Sincerely,

Matthew Beerbower

---





Cybowser Renovations  
Matthew Beerbower  
602 NORTH MAIN ST  
HUXLEY, Iowa 50124

April 05, 2022

City Of Huxley

---

Huxley, Iowa 50124

Dear Seller:

The purpose of this letter is to set forth some of the basic terms and conditions of the proposed purchase by the undersigned (the "Buyer") of certain real estate owned by you (the "Seller"). The terms set forth in this Letter will not become binding until a more detailed "Purchase Agreement" is negotiated and signed by the parties, as contemplated below by the section of this Letter entitled "Non-Binding."

**1. DESCRIPTION OF PROPERTY.** The property proposed to be sold is located at Vacant lot North of 103 CAMPUS DRIVE, HUXLEY, Iowa and is legally described in the attached Exhibit "A".

The Real Estate is subject to public highways, covenants, restrictions and zoning, if any.

**2. PRICE.** The proposed purchase price is \$25,000.00, of which \$0.00 would be deposited with Seller, or Seller's agent, upon acceptance of a binding Purchase Agreement. Buyer would pay the balance to Seller at closing.

**3. POSSESSION.** Possession would be given on May 05, 2022, or sooner by mutual agreement. Settlement would be made at the closing, immediately prior to possession.

**4. INSPECTION.** After the final acceptance of a binding Purchase Agreement, Buyer may have the Real Estate inspected by a person of Buyer's choice to determine if there are any structural, mechanical, plumbing or electrical deficiencies, structural pest damage or infestation, any unsafe conditions or other damage, including the presence of radon gas, any lead-based paint hazards, and inspections for other conditions that are customary to the locality and/or that are required by law.

**5. SELLER'S WARRANTIES.** Seller warrants that the title of the proposed property to be sold is and shall be good. Good title consists of Seller's actual possession of the property, Seller's right of possession of the property, and Seller's right of property. Buyer is responsible for performing any title search or other due diligence investigation of title as may be appropriate, and



may withdraw from a binding Purchase Agreement if it is discovered that Seller does not have good title. Seller shall deliver title to the property to Buyer in the form of a Special Warranty Deed.

**6. STANDARD PROVISIONS.** The Purchase Agreement will include the standard provisions that are customary to the locality and/or that are required by law.

**7. ADDITIONAL PROVISIONS.** Would like a 3 year Tax Rebate

**8. STAND STILL.** Seller shall not initiate or carry on negotiations for the sale of the Real Estate with any party other than Buyer unless either (1) Buyer and Seller fail to enter into a binding Purchase Agreement by May 06, 2022, or (2) Buyer and Seller agree in writing to abandon this Letter of Intent.

**9. NON-BINDING.** This Letter of Intent does not, and is not intended to, contractually bind the parties, and is only an expression of the basic conditions to be incorporated into a binding Purchasing Agreement. This Letter of Intent does not address all of the essential terms of any potential Purchase Agreement. This Letter does not require either party to negotiate in good faith or to proceed to the completion of a binding Purchase Agreement. The parties shall not be contractually bound unless and until they enter into a formal, written Purchase Agreement, which must be in form and content satisfactory to each party and to each party's legal counsel, in their sole discretion. Neither party may rely on this Letter as creating any legal obligation of any kind; neither party has taken or will take any action in reliance on this non-binding Letter of Intent, whether a contract claim, a claim for reliance or estoppel (such as a claim for out-of-pocket expenses incurred by a party), or a claim for breach of any obligation to negotiate in good faith. Notwithstanding the provisions of this paragraph to the contrary, Seller and Buyer agree that the above paragraph entitled "Stand Still" shall be binding, regardless of whether a binding Purchase Agreement is entered into by the parties.

**10. CONFIDENTIALITY.** Buyer and Seller agree to make good faith efforts to hold any pricing terms, negotiations, and any other confidential information in confidence and will not disclose this information to any person or entity without prior written consent from either party.

If you would like to discuss a sale of the Real Estate with the undersigned on these general terms, please sign and return a copy of this Letter of Intent to the undersigned at your earliest convenience.

Sincerely,

BUYER:  
Cybower Renovations

By: \_\_\_\_\_  
Matthew Beerbower

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

SELLER:  
City Of Huxley

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

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

The above Letter reflects our mutual understanding and sets forth the basis for proceeding to negotiate a Purchase Agreement as outlined above.



**Clarke Environmental Mosquito Management, Inc.  
2022 Professional Services Outline for City of Huxley, IA  
Environmental Mosquito Management Program**

**Part I. General Service**

- A. Computer System and Record Keeping Database
- B. Public Relations and Educational Brochures
- C. Mosquito Hotline Citizen Response – (800) 942-2555
- D. Comprehensive Insurance Coverage for The City of Huxley, IA
- E. Program Consulting and Quality Control Staff
- F. Monthly Operational Reports, Periodic Advisories, and Annual Report
- G. Regulatory compliance on local, state, and federal levels including ND PES Standards
- H. All Clarke ULV Spray Trucks are equipped with both Real Time GPS Tracking as well as the ability to pull past spray events to prove speed, amount applied, dosage, etc. by address to assist with citizen's concerns

**Part II. Adult Control**

- A. Adulticiding in Residential Areas: Community-wide truck ULV treatment of all City Streets and Parks using Biomist® or synthetic pyrethroid insecticide:

B.

☐ **7 – Biweekly Treatments...\$1,260.00per = \$8,820.00\***

☐ **15 – Weekly Treatments...\$1,145.00per = \$17,175.00\***



**\*Any additional authorized treatments beyond the core program will be priced at \$1,360.00 per treatment.**

- C. Adulticiding Operational Procedures
  - 1. Notification of community contact.
  - 2. Weather limit monitoring and compliance.
  - 3. ULV particle size evaluation.
  - 4. Insecticide dosage and quality control analysis.
  - 5. All ULV Trucks have GPS recording in case of citizen complaints.



**Clarke Environmental Mosquito Management, Inc.  
2022 Client Agreement Authorization for City of Huxley, IA  
Environmental Mosquito Management Program**

- I. **Program Payment Plan:** For Parts I and II as specified in the 2022 Professional Services Cost Outline, the payments will be invoiced on June 1, July 1, and August 1 of 2022 according to the payment schedule below. Any additional treatments beyond the core program will be invoiced when the treatment is completed. The City of Huxley, IA has the option to extend this program for 2023 and 2024 at rates not to exceed a 3% annual increase. New areas to be covered in 2023 - 2024 will be pro-rated to the program price at the rates in effect at the time.

**ESTIMATED PROGRAM PAYMENT PLAN**

Please check the desired options below:

- ☐ 7 – Biweekly Treatments...\$1,260.00 per = \$8,820.00  
Invoiced June 1, July 1, and August 1 @ \$2,940.00 per month
- ☐ 15 – Weekly Treatments...\$1,145.00per = \$17,175.00  
Invoiced June 1, July 1, and August 1 @ \$5,725.00 per month

II. **Approved Contract Period and Agreement:**

Please check one of the following contract periods:

- ☐ 2022 Season
- ☐ 2022 – 2024 Seasons (Price not to exceed 3% over previous year)

**For City of Huxley, IA:**

Sign Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**For Clarke Environmental Mosquito Management, Inc.:**

Name: Rob Olson Title: Control Consultant Date: 4/27/2022



City of Huxley, IA

**Clarke Environmental Mosquito Management, Inc.  
2022 Client Information for the City of Huxley, IA  
Environmental Mosquito Management Program**

**Administrative Information:**

**Invoices should be sent to:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_  
Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ P.O. # \_\_\_\_\_  
Email Address: \_\_\_\_\_ County: \_\_\_\_\_

**\*\*In an effort to be more sustainable, we ask that you provide us with an e-mail address that the invoices should be sent to.\*\***

**Treatment Address (if different from above):** County: \_\_\_\_\_

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

**Contact Person:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Pager: \_\_\_\_\_

**Alternate Contact Person:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Pager: \_\_\_\_\_

**Please sign and return a copy of the complete contract for our files to:**

Clarke Environmental Mosquito Management, Inc., Attn: Rob Olson  
20061 Edison Circle East, Clearwater, MN 55320  
Or  
Email: [rolson@clarke.com](mailto:rolson@clarke.com)

**RESOLUTION NO. 22-039**

**RESOLUTION APPROVING AWARD OF CONTRACT TO INROADS ASPHALT PAVING & MATERIALS FOR CENTENNIAL PARK/NORTH PARK DRIVE ENTRANCE & TRAIL PROJECT (FY 22 CIP)**

WHEREAS, on October 12, 2021 by Resolution No. 21-092, City Council approved FY 2022 Capital Improvement Program (CIP) and;

WHEREAS, the driveway entrance and trail work described in the accompanying Council Communication was approved as party of the FY 22 CIP and;

WHEREAS, three bids were collected for the work and approval to Inroads Asphalt Paving & Materials in the amount of \$40,677.

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

Contract with Inroads Asphalt Paving & Materials is hereby approved.

<b>Roll Call</b>	<b>Aye</b>	<b>Nay</b>	<b>Absent</b>
Rory Echer	___	___	___
David Kuhn	___	___	___
Nikolas Pilcher	___	___	___
Tracey Roberts	___	___	___
Kevin Thompson	___	___	___

***PASSED, ADOPTED AND APPROVED*** this 3<sup>rd</sup> day of May 2022.

**APPROVAL BY MAYOR**

I hereby approve the foregoing **Resolution No. 22-039** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 3<sup>rd</sup> day of May 2022

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

ATTEST:

\_\_\_\_\_  
Amy Kaplan, Deputy City Clerk



1775 Old 6 Rd

PO Box 535

Brooklyn, IA 52211-0535

www.manatts.com

<b>To:</b> City Of Huxley	<b>Contact:</b> Heather Denger
<b>Address:</b> 515 N MAIN AVE Huxley, IA 50124	<b>Phone:</b> 515-597-2561
<b>Project Name:</b> Centennial Park Entrance	<b>Fax:</b>
<b>Project Location:</b>	<b>Bid Number:</b>
	<b>Bid Date:</b> 4/11/2022

UPDATED

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	6" HMA	514.00	SY	\$46.00	\$23,644.00


**Total Bid Price:** \$23,644.00

**Notes:**

- Excludes Permits, Bonds and Dues.
- Price excludes testing, removal and replacement of unsuitable subgrade, pavement markings, and backfill.
- Billing to be based on measurements taken after completion of work.
- Prices are good for 20 days.
- Please call me at (515) 450-0026 if you have any questions. Scott Johnson

**Payment Terms:**

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner

<b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted. <b>Buyer:</b> _____ <b>Signature:</b> _____ <b>Date of Acceptance:</b> _____	<b>CONFIRMED:</b> <b>Manatt's, Inc.</b>  <b>Authorized Signature:</b>  <b>Estimator:</b> Scott Johnson (515) 233-2005 scottj@manatts.com
---	--

4/11/2022 10:56:09 AM

Phone • 641-522-9206



Faxes • 641-522-9407  
• 641-522-5594





1775 Old 6 Rd  
PO Box 535  
Brooklyn, IA 52211-0535  
www.manatts.com

<b>To:</b> City Of Huxley <b>Address:</b> 515 N MAIN AVE Huxley, IA 50124	<b>Contact:</b> Rocky Smith <b>Phone:</b> 515-822-3800 <b>Fax:</b>
<b>Project Name:</b> Centennial Park Trail <b>Project Location:</b>	<b>Bid Number:</b> <b>Bid Date:</b> 7/26/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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### Driveway

6" HMA Drive Entrance	514.00	SY	\$37.00	\$19,018.00
<b>Total Price for above Items:</b>				<b>\$19,018.00</b>

### Trail

2" HMA Overlay Trail	1,023.00	SY	\$19.00	\$19,437.00
6" HMA Trail (New)	134.00	SY	\$45.00	\$6,030.00
<b>Total Price for above Items:</b>				<b>\$25,467.00</b>

#### Notes:

- Excludes Permits, Bonds and Dues.
- Price excludes testing, removal and replacement of soft/unstable subgrade, staking and backfill.
- Billing to be based on measurements taken after completion of the work.
- Prices are good for 60 days.
- Please call me at (515) 450-0026 if you have any questions. Scott Johnson

#### Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner

#### ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: \_\_\_\_\_

Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

#### CONFIRMED:

Manatt's, Inc.

Authorized Signature: \_\_\_\_\_

Estimator: Scott Johnson  
(515) 233-2005 scottj@manatts.com

7/26/2021 4:46:13 PM

Phone • 641-522-9206



Faxes • 641-522-9407  
• 641-522-5594



# INROADS

ASPHALT PAVING + MATERIALS

Project: Huxley Centennial Park HMA  
Contact: Heather Denger

Date: 3/31/2022  
Revised

UPDATED

Item #	Item Description	Est. Qty	Unit	Unit Price	Bid Amount
1	Grade/Prep Pave 6" HMA 485 SY West Entrance	485.0	SY	\$ 41.92	\$20,336.00

TOTAL \$20,336.00

2	Prep/ Pave 1,123 SY HMA 2" 217 SY 4" HMA	1340.0	SY	\$ 15.18	\$20,341.00
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TOTAL \$20,341.00

TOTAL \$40,677.00

- Notes
1. Item (1) Grade/Prep and Pave 6" HMA, Excess rock to be placed on remainder of park road.
  2. Item(2) Includes 65' of PCC removal to be hauled off site. Pave 2" overlay on Trail.
  3. Dirt backfill not included.
  4. Quote valid for 30 Days.

Doug Doud

BY: DOUG DOUD/ESTIMATOR/PM  
C: 515.402.8215 P: 515.384.8148  
4224 Hubbell Avenue, Suite 1  
Des Moines, Iowa 50317  
[doug@inroadspaving.com](mailto:doug@inroadspaving.com)

Customer Representative

Matt/Rick - prefer trail on entry (trees/hazards/bumps)  
Rita said 50,000 (yearly)

# INROADS

ASPHALT PAVING + MATERIALS

Project: Huxley Centennial Park Improvements  
Contact: Mr. Rocky Smith

Date: 7/28/2021

*OLD*

<u>Item #</u>	<u>Item Description</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Bid Amount</u>
1	Grade/Prep Pave 6" HMA 485 SY West Entrance	1.0	LS	\$ 18,688.00	\$18,688.00

TOTAL \$18,688.00

2	Prep/ Pave 1,123 SY HMA 2" 217 SY 4" HMA	1.0	LS	\$ 20,341.00	\$20,341.00
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TOTAL \$20,341.00

TOTAL \$39,029.00

Notes

1. Item 1 Rock removed for 6" HMA to be placed on remainder of park road
2. Item 2 Includes 65' of PCC removal to be hauled off site
3. Item 3 Dirt backfill not included
4. Quote valid for 30 Days

*Doug Doud*

BY: DOUG DOUD/ESTIMATOR/PM  
C: 515.402.8215 P: 515.384.8148  
4224 Hubbell Avenue, Suite 1  
Des Moines, Iowa 50317  
[doug@inroadspaving.com](mailto:doug@inroadspaving.com)

Customer Representative

P.O. Box 3365  
Des Moines, IA 50316



Phone: (515) 262-8296  
Fax: (515) 262-5813  
www.desmoinesasphalt.com

<b>To:</b>	City Of Huxley	<b>Contact:</b>	Rocky Smith
<b>Address:</b>	515 N Main Ave. Huxley, IA 50124	<b>Phone:</b>	(515) 597-2561
<b>Project Name:</b>	Centennial Park Entrance Paving Huxley 2	<b>Fax:</b>	
<b>Project Location:</b>	North Park Blvd Entrance, Huxley, IA	<b>Bid Number:</b>	2
		<b>Bid Date:</b>	7/28/2021

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	1	<b>North Park Blvd Entrance</b> To Include Milling Out 6 Inches Of Rock Place On Site. Then Pave Paving 6 Inches In 2 Lifts. (185'X24') 493 SY	1.00	LS	\$26,639.92	\$26,639.92
2	2	Walking Path Approx 445 SY Pave With An Average Depth Of 3.5 Inches. Patch 44 SY With 3.5 Inches	445.00	SY	\$33.43	\$14,876.35

**Total Bid Price:** \$41,516.27

**Notes:**

- Exclusions:**  
**Traffic Control, Permits, Bonds and Dues, Independent Testing, Sawing, Pavement Removals, Unsuitable Subgrade, Subgrade Prep, Granular Subbase, Survey/Layout, Seeding/Sod, Striping, Dewatering.**
- PRICING IS BASED ON THE QUANTITIES SPECIFIED ABOVE AND IS SUBJECT TO ESCALATION AFTER \_\_\_\_\_ OR IF THE ACTUAL QUANTITIES VARY FROM THE ESTIMATED QUANTITIES BY MORE THAN 10%.
- Unless the words "Lump Sum" appear next to an item at work, is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by Seller.
- The person signing below represents that he/she is authorized to enter into this Agreement on behalf of the Buyer and has received the Seller's Standard Terms & Conditions, January 1, 2016 update, attached here to or available from Seller upon request.
- Due to the volatility of fuel, liquid asphalt cement, and construction materials, all bid prices are good for 30 days from date of quotation.

**Payment Terms:**

Upon Completion & Billing

*no update given*

<b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted. <b>Buyer:</b> _____ <b>Signature:</b> _____ <b>Date of Acceptance:</b> _____	<b>CONFIRMED:</b> <b>Des Moines Asphalt</b>  <i>Brian Beaird</i> <b>Authorized Signature:</b>  <b>Estimator:</b> Brian Beaird (515) 240-0209 bbeaird@desmoinesasphalt.com
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**RESOLUTION NO. 21-092**

**RESOLUTION APPROVING FY 2022 CAPITAL IMPROVEMENT PLAN**

WHEREAS, Council has reviewed the long-range Capital Improvement Plan developed by staff including the projects for FY 2022 and;

WHEREAS, the total estimated cost of the projects is \$14,762,336 and will be funded through financing sources in the accompanying tables to this resolution and;

WHEREAS, work on the FY 2022 Capital Improvement Plan will be conducted between October 1 and June 30 , 2021.

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

The FY 2022 Capital Improvement Plan 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 12<sup>th</sup> day of October.

**APPROVAL BY MAYOR**

I hereby approve the foregoing **Resolution No. 21-092** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 12<sup>th</sup> day of October, 2021

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

ATTEST:

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

## **FY 2022 Capital Improvement Plan**

	<b>Cost Estimate</b>	<b>Funding Source</b>
<b>Public Works-Streets</b>		
East 1st Street Rehabilitation (1500' x 28'=4667 Sq. Yds.)(1500'x28' = 4667 S.Y.)		
<b>(Funded and work is completed, timing of project carried over into FY 22)</b>	\$621,536.00	CIRPTA Grants, Spring 2020 Bond
Mill and 2" Overlay		
North 4th Avenue (4"water)	\$190,883.33	Road Use Tax/WWW
East 4th Street from Highway 69 to North 2nd Ave. and water main	\$236,488.11	Road Use Tax/WWW
Cypress Drive	\$87,354.20	Road Use Tax/WWW
East 5th from Parkridge Ave to Berhow Park	\$84,430.22	Road Use Tax/WWW
Cedar Lane	\$140,339.14	
<b>Total</b>	<b>\$739,495.00</b>	
<b>Sidewalk infill and Public Area Paving Work</b>		Evaluation of assessment, TIF, LMI
Centennial Park North Park Drive Entrance & Trail	\$25,467.00	
Connection near 560th-Sand Cherry HOINT	\$12,000.00	
<b>Total</b>	<b>\$37,467.00</b>	
<b>Public Works-Water</b>		
Water Plant Expansion/Well Field Expansion	\$12,900,000.00	Summer 2021 Bond Issuance, GO/ TIF, ARA
<b>Total</b>	<b>\$12,900,000.00</b>	
<b>Public Works-Wastewater</b>		
Jetter	\$120,000.00	WW Enterprise Fund
Lining and lateral launching	\$40,000.00	WW Enterprise Fund
Manhole Rehab	\$20,000.00	WW Enterprise Fund
Barnacle removal and main lining under 69 on E 5th to Timberlane	\$30,000.00	WW Enterprise Fund
Upgrade 2500 Utility Truck	\$60,000.00	WW Enterprise Fund
<b>Total</b>	<b>\$270,000.00</b>	
<b>Police</b>		
Patrol Vehicle	\$48,374.00	General Fund
<b>Total</b>	<b>\$48,374.00</b>	
<b>Parks &amp; Recreation</b>		
Splash Pad Planning, Design, Construction after January 1, 2021	\$340,000.00	Kreg Donation, General Fund, TIF
Sewer and Drainage-Berhow Park	\$85,000.00	WW Enterprise Fund
Larson Restroom	\$57,000.00	General Fund/WW Enterprise Fund
Centennial Sewer	\$75,000.00	WW Enterprise Fund

Total	\$557,000.00	
Fire-EMS		
Replace 2002 Ford 606 Attack Truck	\$150,000.00	General Fund
EMS Vending Machine-Medical Supplies	\$15,000.00	General Fund
Total	\$165,000.00	
Administration/3C's Building/Library		
Space Needs Analysis and Comprehensive Plan	\$45,000.00	General Fund

TOTAL	\$15,383,872.00
Remove East 1st	\$621,536.00
TOTAL	\$14,762,336.00

Ballard Drive from Bella Vista to Lynwood (Both sides)

North Fifth from Lynwood to new Middle School sidewalk (East side)

In-fill missing crosswalks

East First Street from HWY 69 to Parkridge (Kemper's and Dairy Queen)

Industrial Park

Infill sections with sidewalk currently on either side

Sidewalks from Sand Cherry to Trailridge Park

Trail along Hwy 69 from Fareway to Centennial Drive

Trail along Hwy 69 from Ballard Plaza to East 1<sup>st</sup> Street

Routes to Middle School (East 4<sup>th</sup> ?/ East 5<sup>th</sup> ?)

Sidewalk from Willow Drive to New Park (West View Heights)

Trail on North Fifth from West 1<sup>st</sup> to Hwy 69

East First Street from Parkridge to Lilly Pad (South side)

Trail from North Fifth to Main Street (North of track and 3C's)

Sidewalks with-in Centennial Park

Sidewalks with-in Berhow Park

Sidewalks with-in new Westview Park

New trail on Centennial from Timberlane to Cedar Lane

New trail on Oak Blvd from Timberlane to Meadow Brook Place

Streets with an urban section not otherwise listed

New trail sections not otherwise listed

Streets with a rural section not otherwise listed

Cult de sac streets with a rural section (Cedar, Porch Light, Majestic Oak, etc)

Widening trails from existing 4' wide sidewalk to 10'

Trail on 560<sup>th</sup> Street

## **HUXLEY CITY COUNCIL WORK SESSION MINUTES**

**Tuesday, November 2, 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 work session on the above date pursuant to rules of the council, notice posted at City Hall and onto website. Mayor Deaton called the meeting to order at 6:00 pm.

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

**CITY STAFF PRESENT:** Rita Conner – City Administrator, Jolene Lettow – City Clerk, Syndey Steinle – intern

### **DISCUSSION ITEMS:**

- Connecting Huxley – Council Sidewalk Priorities: Preliminary list of sidewalks to be installed was completed.
- Preliminary Terms of Agreement with M.R. Properties dba Huxley Plaza, LLC. Council reviewed development analysis spreadsheet. Discussed possible commercial developer rebate terms.
- Preliminary Terms of Agreement with Van Houweling CD II. Council reviewed development analysis spreadsheet. Discussed possible residential developer rebate terms.
- Comprehensive Plan and Space Needs Analysis RFP Update. City intern, Sydney Steinle, provided council with data accumulated from comparable cities and planning firms/consultants.
- Livability Publication – Huxley. \$5,000 cost to have ad in Story County magazine. Council determined funds could be better spent on other city items/projects.

**ADJOURNMENT:** Motion – Roberts, second – Peterson to adjourn meeting at 7:29pm. 5 ayes, 0 nays. Motion carried.

Attest:

---

Kevin Deaton, Mayor

---

Jolene R. Lettow, City Clerk



# CITY COUNCIL COMMUNICATION

## **AGENDA HEADING:**

Preliminary Terms of Agreement with Van Houweling, CD II

## **SUBMITTED BY**

Rita Conner, City Administrator

## **SYNOPSIS:**

Van Houweling, CD II (Don Von Houweling, 14427 Wilden Drive Urbandale, Iowa 50323) has proposed the development of 37 single family residential lots on an estimated 33.17 acres east of 560<sup>th</sup> Avenue and north of the Blue-Sky Commons Business Park. The Heart of Iowa Trail is generally at the northern boundary of the property. The developer has been requested to include construction of curb, gutter and storm sewer along 560<sup>th</sup> Avenue adjacent to the development, granular subbase and subdrains for the internal street and the construction of a trail on 560<sup>th</sup> in accordance with the City's Trails Master Plan.

Staff and V & K have reviewed the cost estimates for the 560<sup>th</sup> work, which are the basis for Van Houweling, CD II's current request for \$644,000 in project generated tax increment (TIF). The two scenarios included with the Council Communication provide for a potential ability for the developer to request an adjustment to the Low to Moderate Income (LMI) percentage set aside in the TIF cash flow.

Additional information is below and in the attachments.

## **FISCAL IMPACT:**

### Amount:

- Scenario B: Reflects LMI at 43.9% (standard amount)
  - TIF rebate to developer of \$644,000 is reached in the eleventh year, leaving a cumulative surplus to City (after LMI and developer rebate) of approximately \$420,637.

Funding Source: Project generated tax increment

## **ADDITIONAL INFORMATION: YES**

- Developer cost estimate tables are attached. Staff and V & K have discussed these estimated costs with the development team.
- City TIF cash flow tables are attached.
  - Assumptions include 37 new units with a valuation of \$475,000 per unit
  - Current valuation=\$; 47,400 ; Total future valuation estimate =\$17.6M
  - Available TIF from the project=\$1,897,748
  - TIF to Low-Moderate income set aside=\$833,112 (43.9%)
  - To project= \$644,000 (33.93% 8-year or 10-year term)

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

Direct City Administrator to:

## **CITY COUNCIL COMMUNICATION**

- Work with legal counsel on development agreement draft and Urban Renewal Plan/TIF District
- Council review and action on Final Development Agreement and Urban Renewal Plan hearings and approvals, including taxing entities consultation
- Review of construction drawings and construction of improvements
- Review of Final Plat and recording

# **CITY COUNCIL COMMUNICATION**

**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST**  
**BLUE SKY ESTATES**  
**10-FT WIDE PCC TRAIL ALONG 560TH AVENUE**  
**CONNECTING TO HEART OF IOWA TRAIL**  
**HUXLEY, IOWA**  
**JULY 20, 2021**



S&A Project No. 121.0211.01

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
<b>SECTION 1 - EARTHWORK</b>				
1.1.	Earthwork	1 LS	\$25,000.00	\$40,000.00
1.2.	Silt Fence	1,500 LF	\$3.50	\$5,250.00
1.3.	Subgrade Preparation, 6 inches	2,000 SY	\$3.50	\$7,000.00
1.4.	Storm Water Erosion Management	1 LS	\$3,000.00	\$3,000.00
1.5.	Seeding, Fertilizing and Mulch	1.5 AC	\$5,000.00	\$7,500.00
1.6.	Traffic Control	1 LS	\$15,000.00	\$15,000.00
<b>TOTAL SECTION 1</b>				<b>\$77,750.00</b>
<b>SECTION 2 - FENCING</b>				
2.1.	Fence, 6-FT Height, Black Vinyl Chain Link	70 LF	\$60.00	\$4,200.00
<b>TOTAL SECTION 2</b>				<b>\$4,200.00</b>
<b>SECTION 3 - PAVEMENT</b>				
3.1.	6-inch depth Non-Reinforced P.C.C. Trail (10' wide)	1,700 SY	\$60.00	\$102,000.00
3.2.	Detectable Warnings	40 SF	\$50.00	\$2,000.00
<b>TOTAL SECTION 3</b>				<b>\$104,000.00</b>
<b>SUBTOTAL</b>				<b>\$185,950.00</b>
CONTINGENCY (+/- 20%)				\$38,050.00
ENGINEERING AND STAKING				\$20,000.00
<b>TOTAL PROJECTED PROJECT COST</b>				<b>\$244,000.00</b>

This opinion of probable cost was completed using preliminary plat layout. Snyder & Associates, Inc. is not responsible for any discrepancies between this assumed layout and quantities and the actual bids of the final plans and final quantities.

**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST**  
**BLUE SKY ESTATES**  
**ADDITION OF MODIFIED SUBBASE AND SUBDRAIN**  
**TO NORTHERLY ROAD WITHIN DEVELOPMENT**  
**HUXLEY, IOWA**  
**JUNE 29, 2021**



S&A Project No. 121.0211.01

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
<b>SECTION 1 - EARTHWORK</b>				
1.1.	Granular Subbase, 6 inches	4,300 SY	\$15.00	\$64,500.00
<b>TOTAL SECTION 1</b>				<b>\$64,500.00</b>
<b>SECTION 2 - STORM SEWER</b>				
2.1.	6-inch Subdrain	1,130 LF	\$18.00	\$20,340.00
2.2.	Subdrain Cleanout	3 EA	\$400.00	\$1,200.00
2.3.	Connect Subdrain to Storm Sewer Structure	9 EA	\$400.00	\$3,600.00
<b>TOTAL SECTION 2</b>				<b>\$25,140.00</b>
<b>SUBTOTAL</b>				<b>\$89,640.00</b>
CONTINGENCY (+/- 20%)				\$18,360.00
<b>TOTAL PROJECTED PROJECT COST</b>				<b>\$108,000.00</b>

This opinion of probable cost was completed using preliminary plat layout. Snyder & Associates, Inc. is not responsible for any discrepancies between this assumed layout and quantities and the actual bids of the final plans and final quantities.

**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST**  
**BLUE SKY ESTATES**  
**CURB AND GUTTER SECTION ON 560TH AVENUE**  
**9-INCH DEPTH x 42-INCH WIDTH**  
**HUXLEY, IOWA**  
**JUNE 29, 2021**



S&A Project No. 121.0211.01

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
<b>SECTION 1 - EARTHWORK</b>				
1.1.	Earthwork	1 LS	\$15,000.00	\$15,000.00
1.2.	Silt Fence	1,500 LF	\$3.50	\$5,250.00
1.3.	Subgrade Preparation, 6 inches	870 SY	\$3.50	\$3,045.00
1.4.	Granular Subbase, 6 inches	870 SY	\$15.00	\$13,050.00
1.5.	Storm Water Erosion Management	1 EA	\$3,000.00	\$3,000.00
1.6.	Seeding, Fertilizing and Mulch	1.2 AC	\$5,000.00	\$6,000.00
1.7.	Existing Utility Adjustment	1 LS	\$15,000.00	\$15,000.00
1.8.	Traffic Control	1 LS	\$15,000.00	\$15,000.00
<b>TOTAL SECTION 1</b>				<b>\$75,345.00</b>
<b>SECTION 2 - STORM SEWER</b>				
2.1.	15-inch RCP Storm Sewer	270 LF	\$55.00	\$14,850.00
2.2.	18-inch RCP Storm Sewer	445 EA	\$70.00	\$31,150.00
2.3.	24-inch RCP Storm Sewer	290 LF	\$90.00	\$26,100.00
2.4.	Storm Sewer Intake	6 EA	\$7,000.00	\$42,000.00
2.5.	Storm Sewer Manhole, 84-inch	2 EA	\$15,000.00	\$30,000.00
2.6.	Connection to Existing 48-inch Storm Sewer	2 EA	\$3,500.00	\$7,000.00
2.7.	Televise Storm Sewer	1,005 LF	\$2.50	\$2,512.50
<b>TOTAL SECTION 2</b>				<b>\$123,612.50</b>
<b>SECTION 3 - PAVEMENT</b>				
3.1.	9-inch depth Non-Reinforced P.C.C. Curb and Gutter (3.5-foot width)	1,423 LF	\$60.00	\$85,380.00
<b>TOTAL SECTION 3</b>				<b>\$85,380.00</b>
<b>SUBTOTAL</b>				<b>\$284,337.50</b>
CONTINGENCY (+/- 20%)				\$60,662.50
ENGINEERING AND STAKING				\$25,000.00
<b>TOTAL PROJECTED PROJECT COST</b>				<b>\$370,000.00</b>

This opinion of probable cost was completed using preliminary plat layout. Snyder & Associates, Inc. is not responsible for any discrepancies between this assumed layout and quantities and the actual bids of the final plans and final quantities.

	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
Assumed Increment Valuation Growth: 0.00%						ESTIMATED [I less J]				[for LMI]		[Available for rebate]		Total TIF					
Table 1. TIF Cash Flow		INCREMENT VALUATION [Regular Valuation Only]				TOTAL ESTIMATED VALUATION AND INCREMENT				TIF LEVIES and RESULTING TIF REVENUE				POTENTIAL LMI and REBATE PAYMENT			NET TIF	NET TIF	
Assessment / Fiscal Year		Estimated New Homes Each Year	Cumulative Number of Homes	Average Valuation per Home	Total Assessment	Increment 100% Assessment Total	Taxable Valuation After Rollback	Taxable Valuation for LMI	Net Taxable Valuation for Rebate	Net Tax Levy per TIF	Estimated TIF Revenue for LMI	Estimated Net TIF Revenue After LMI	Total Estimated TIF Revenue	LMI Set-Aside	Rebate Payment to Developer	Rebate as % of TIF Available	Annual TIF Surplus / (Deficit)	Cumulative TIF Surplus / (Deficit)	
		[Cumulative]				56.40940%		43.90000%	56.10000%	[per \$1,000]			[M + N]	43.90000%	[after LMI] [Q / N]		[O less P & Q]		
FY 2022-23 1/1/2021										\$28.10561									
FY 2023-24 1/1/2022										\$28.10561									
1	FY 2024-25 1/1/2023	2	2	475,000	950,000	950,000	535,889	235,255	300,634	\$28.10561	6,612	8,449	15,061	6,612	5,633	66.666%	2,817	2,817	
2	FY 2025-26 1/1/2024	4	6	475,000	2,850,000	2,850,000	1,607,668	705,766	901,902	\$28.10561	19,836	25,348	45,184	19,836	16,899	66.666%	8,450	11,266	
3	FY 2026-27 1/1/2025	5	11	475,000	5,225,000	5,225,000	2,947,391	1,293,905	1,653,486	\$28.10561	36,366	46,472	82,838	36,366	30,981	66.666%	15,491	26,757	
4	FY 2027-28 1/1/2026	5	16	475,000	7,600,000	7,600,000	4,287,114	1,882,043	2,405,071	\$28.10561	52,896	67,596	120,492	52,896	45,064	66.666%	22,532	49,290	
5	FY 2028-29 1/1/2027	5	21	475,000	9,975,000	9,975,000	5,626,838	2,470,182	3,156,656	\$28.10561	69,426	88,720	158,146	69,426	59,146	66.666%	29,574	78,864	
6	FY 2029-30 1/1/2028	5	26	475,000	12,350,000	12,350,000	6,966,561	3,058,320	3,908,241	\$28.10561	85,956	109,843	195,799	85,956	73,228	66.666%	36,615	115,479	
7	FY 2030-31 1/1/2029	3	29	475,000	13,775,000	13,775,000	7,770,395	3,411,203	4,359,192	\$28.10561	95,874	122,518	218,392	95,874	81,678	66.666%	40,840	156,319	
8	FY 2031-32 1/1/2030	3	32	475,000	15,200,000	15,200,000	8,574,229	3,764,086	4,810,142	\$28.10561	105,792	135,192	240,984	105,792	90,127	66.666%	45,065	201,384	
9	FY 2032-33 1/1/2031	3	35	475,000	16,625,000	16,625,000	9,378,063	4,116,970	5,261,093	\$28.10561	115,710	147,866	263,576	115,710	98,577	66.666%	49,290	250,673	
10	FY 2033-34 1/1/2032	2	37	475,000	17,575,000	17,575,000	9,913,952	4,352,225	5,561,727	\$28.10561	122,322	156,316	278,638	122,322	104,209	66.666%	52,106	302,780	
11	FY 2034-35 1/1/2033		37	475,000	17,575,000	17,575,000	9,913,952	4,352,225	5,561,727	\$28.10561	122,322	156,316	278,638	122,322	38,459	24.603%	117,857	420,637	
	FY 2035-36 1/1/2034					-	-	-	-	\$28.10561	-	-	-	-	-	-			
	FY 2036-37 1/1/2035					-	-	-	-	\$28.10561	-	-	-	-	-	-			
	FY 2037-38 1/1/2036					-	-	-	-	\$28.10561	-	-	-	-	-	-			

833,1121,064,6371,897,748833,112644,000420,637

Estimated total rebate: \$244,000 (bike trail) + \$400,000 original = \$644,000 Total

100.00%43.90%33.93%22.17%

Net TIF Not Rebated  
[nor LMI Set Aside]

Table 2. Calculation of Consolidated Net Levy for TIF			
	Total Levy	Less: D/S, PPEL & Inst. Supp.	Net Tax Levy for TIF
Ballard Schools	\$19.60717	(\$6.67756)	\$12.92961
Story County	5.02778	(0.02585)	\$5.00193
City of Huxley	11.85000	(3.75000)	\$8.10000
County Ag Extension	0.07960	-	\$0.07960
County Assessor	0.44753	-	\$0.44753
County Hospital	0.90891	-	\$0.90891
Des Moines Area C.C.	0.63533	-	\$0.63533
State (Bruc./Tub.)	0.00270	-	\$0.00270
	\$38.55902	(\$10.45341)	\$28.10561

[based on FY 2020-21 tax levies]

Table 3 - Assumptions	
Summary of Inputs and Assumptions	
1. First homes are completed (construction) by January 1, 2023 [FY 2024-25].	
2. Assumes LMI % is 43.9% (standard/given).	
3. Developer-provided estimated average valuation per home of \$475,000 [100% valuation, before rollback]	
4. Developer-provided estimated "pace" of build-out.	
5. Valuation is "rolled back" to 56.40940% (residential rollback).	
6. Assumes Consolidated Levy for TIF Revenue of \$28.10561 per \$1,000	
7. Assuming one phase of housing build-out	
8. Total TIF rebate to developer is capped at \$ _____	
[subject to City Council and City Staff review]	

Table 4 - Developer Request	
Summary of Request	
1. Assumes total TIF rebate to developer of \$644,000 [subject to City Council and City Staff review].	
2. Reflects total estimated TIF revenue over 11 years of \$1,897,748. Developer rebate \$644,000 is approximately 33.93% of total available TIF revenue .	

# COUNCIL COMMUNICATION

## **AGENDA HEADING:**

Approving Resolution Moving Forward with Meadow Lane Economic Development Proposal

## **SUBMITTED BY:**

Rita Conner, City Administrator

## **SYNOPSIS:**

Meadow Lane Investments, LLC (Steve Quick, P.O. Box 396 Huxley, Iowa 50124) has developed residential housing in Huxley since the 1990's and has added over 100 additional lots and homes to the City's inventory. The City and Meadow Lane Investments, LLC worked together on development agreements to provide new housing inventory for the community and to provide project generated tax increment as a means of mitigating investor risk.

Meadow Lane Investments, LLC communicated intent to the City of Huxley in 2019 to undertake Meadow Lane Plat 4 under the terms of a development agreement in line with past agreements and also in line with agreements the City had undertaken or considered with other housing developers. There was Council discussion and staff discussion on moving forward, but no agreement was drafted in 2019. In 2020, Meadow Lane Investments, LLC communicated to staff on the intent to move forward with plat 4 based on the prior year commitments for a development agreement.

In the proposal, a portion of tax increment (TIF) generated by the new taxable valuation added in plat 4 would be rebated back to Meadow Lane Investments, LLC over a period of 10 years to respond to the up-front cost of the public improvements constructed in plat 4. The total developer investment was \$1,059, 443. A development agreement draft would be prepared for Council review containing the proposed terms between the parties.

Additional information is below.

## **FISCAL IMPACT:**

Amount: Estimated \$56,000 per year over 10 years based on projected assessed valuation for 24 new homes in plat 4. A portion of the total tax increment would flow to the City's Low-Moderate Income set aside fund. Assumptions must be evaluated with the Story County Assessor prior to a development agreement being presented to Council.

Funding Source: Project generated tax increment

## **ADDITIONAL INFORMATION:**

- Meadow Lane Investments, LLC and Westview Heights LLC were both in discussion with the City in 2019 on continued investment in single family residential development in Huxley. In general, retail follows rooftops in the market, and the increased housing development was viewed as the best path to grow the community and eventually be able to attract more commercial, office and retail development.



## **COUNCIL COMMUNICATION**

- Huxley's investment into single family housing through development incentives allowed for the growth of the city that we see today and increased our ability to now be more visible and recognized as a place to make a business investment. Having the population to support commercial services is essential, and the investments made come back to the City with new residents and taxable valuation.
- Moving forward with finalizing the steps with Meadow Lane Investments, LLC concludes the discussions of 2019 for this project. On the front of further incentives for single family housing development, Council has stated an interest to turn to new commercial development and also revitalization, particularly on Main Avenue, Highway 69, I-35 and Highway 210.

**ADMINISTRATOR RECOMMENDATION:** Approval to move forward and direct City Administrator to complete final negotiation and drafting of development agreement documents for presentation to Council.

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

- Development agreement draft prepared
- Urban renewal plan resolution and legal description, public hearing
- Council review of Development Agreement

Table 1. TIF Cash Flow		INCREMENT VALUATION [Regular Valuation Only]				TOTAL ESTIMATED VALUATION AND INCREMENT				TIF LEVIES and RESULTING TIF REVENUE				POTENTIAL LMI and REBATE PAYMENT			TOTAL TIF	NET TIF
Assessment / Fiscal Year	Valuation Year	Estimated New Homes Each Year	Cumulative Number of Homes	Average Valuation per Home	Total Assessment	Increment 100% Assessment Total	Taxable Valuation After Rollback	Taxable Valuation for LMI	Net Taxable Valuation for Rebate	Net Tax Levy for TIF	Estimated TIF Revenue for LMI	Estimated Net TIF Revenue After LMI	Total Estimated TIF Revenue	LMI Set-Aside	Rebate Payment to Developer	Rebate as % of TIF Available	ESTIMATED ANNUAL TIF PAYMENTS	Annual TIF Surplus / (Deficit)
		[Cumulative]					56.40940%	43.90000%	56.10000%	[per \$1,000]	[M + N]			43.90000%	56.10000%	[after LMI] [Q / N]	[P + Q]	[O less P & Q]
	FY 2022-23 1/1/2021									\$28.10561								
1	FY 2023-24 1/1/2022	5	5	326,000	1,630,000	1,630,000	919,473	403,649	515,824	\$28.10561	11,345	14,498	25,842	11,345	11,891	82.021%		2,607
2	FY 2024-25 1/1/2023	10	15	327,630	4,914,450	4,914,450	2,772,212	1,217,001	1,555,211	\$28.10561	34,205	43,710	77,915	34,205	23,781	54.406%		19,929
3	FY 2025-26 1/1/2024	9	24	329,268	7,902,436	7,902,436	4,457,717	1,956,938	2,500,779	\$28.10561	55,001	70,286	125,287	55,001	33,294	47.369%		36,992
4	FY 2026-27 1/1/2025		24	330,914	7,941,948	7,941,948	4,480,005	1,966,722	2,513,283	\$28.10561	55,276	70,637	125,913	55,276	42,806	60.600%		27,831
5	FY 2027-28 1/1/2026		24	332,569	7,981,658	7,981,658	4,502,405	1,976,556	2,525,849	\$28.10561	55,552	70,991	126,543	55,552	52,319	73.699%		18,672
6	FY 2028-29 1/1/2027		24	332,569	7,981,658	7,981,658	4,502,405	1,976,556	2,525,849	\$28.10561	55,552	70,991	126,543	55,552	57,075	80.398%		13,916
7	FY 2029-30 1/1/2028		24	334,232	8,021,566	8,021,566	4,524,917	1,986,439	2,538,479	\$28.10561	55,830	71,345	127,176	55,830	67,075	94.014%		4,270
8	FY 2030-31 1/1/2029		24	335,903	8,061,674	8,061,674	4,547,542	1,996,371	2,551,171	\$28.10561	56,109	71,702	127,811	56,109	67,075	93.547%		4,627
9	FY 2031-32 1/1/2030		24	337,583	8,101,982	8,101,982	4,570,279	2,006,353	2,563,927	\$28.10561	56,390	72,061	128,450	56,390	67,075	93.081%		4,986
10	FY 2032-33 1/1/2031		24	339,270	8,142,492	8,142,492	4,593,131	2,016,384	2,576,746	\$28.10561	56,672	72,421	129,093	56,672	67,075	92.618%		5,346
11	FY 2033-34 1/1/2032		24	340,967	8,183,204	8,183,204	4,616,096	2,026,466	2,589,630	\$28.10561	56,955	72,783	129,738	56,955	67,075	92.157%		5,708
12	FY 2034-35 1/1/2033					-	-	-	-	\$28.10561	-	-	-	-	-	-		
13	FY 2035-36 1/1/2034					-	-	-	-	\$28.10561	-	-	-	-	-	-		
14	FY 2036-37 1/1/2035					-	-	-	-	\$28.10561	-	-	-	-	-	-		
15	FY 2037-38 1/1/2036					-	-	-	-	\$28.10561	-	-	-	-	-	-		
\$0											548,887	701,425	1,250,311	548,887	556,541		144,884	

Net TIF Not Rebated  
[nor LMI Set Aside]

Table 2. Calculation of Consolidated Net Levy for TIF			
	Total Levy	Less: D/S, PPEL & Inst. Supp.	Net Tax Levy for TIF
Ballard Schools	\$19.60717	(\$6.67756)	\$12.92961
Story County	5.02778	(0.02585)	\$5.00193
City of Huxley	11.85000	(3.75000)	\$8.10000
County Ag Extension	0.07960	-	\$0.07960
County Assessor	0.44753	-	\$0.44753
County Hospital	0.90891	-	\$0.90891
Des Moines Area C.C.	0.63533	-	\$0.63533
State (Bruc./Tub.)	0.00270	-	\$0.00270
	\$38.55902	(\$10.45341)	\$28.10561
[based on FY 2020-21 tax levies]			

Table 3 - Assumptions	
Summary of Inputs and Assumptions	
1. First homes are completed (construction) by January 1, 2021 [FY 2022-23].	
2. Assumes LMI % is 43.9%.	
3. Developer-provided estimated average valuation per home of \$326,000 [100% valuation, before rollback]	
4. Developer-provided estimated "pace" of build-out.	
5. Valuation is "rolled back" to 56.40940% (residential rollback).	
6. Assumes Consolidated Levy for TIF Revenue of \$28.10561 per \$1,000	
7. Assuming one phase of housing build-out	
8. Total TIF rebate to developer is capped at \$	
[subject to City Council and City Staff review]	

Table 4 - Developer Request	
Summary of Request	
1. Assumes total TIF rebate to developer of \$	
[subject to City Council and City Staff review]	
2. Reflects total estimated TIF revenue over 11 years of \$844,236. Developer rebate \$ 506,541 is approximately 60% of total available TIF revenue	

Meadow Lane - Plat 4 Est. 24 Lots

**EXHIBIT D**  
**DEVELOPER'S ESTIMATE WORKSHEET**  
**COMPLETE ONE FOR EACH OPERATIVE PHASE**  
PHASE \_\_\_\_

- Is this the first worksheet for a new phase: Yes / No
- Contains the following described taxable parcels:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(1) Date of Preparation: October \_\_\_\_, 20\_\_.

(2) Assessed Taxable Valuation of Property in Phase as of January 1, 20\_\_:

\$ 6,000,000 24 @ \$250,000 / House

(3) Base Taxable Valuation of Property in Phase: \$600/Lot x 24

\$ 14,400

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

\$ 5,985,600 (the "TIF Value"). x Rollback 55.6209 =

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

\$ 28.08347 per thousand of value.

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

\$ 3329.25 x \$ 28.08347 / 1000 = \$ 93,496.74 (the "TIF Estimate")

(7) Developer's Estimate = \$ 93,497 (TIF Estimate)

60 x .5007 = \$ 56098 (Projected Payments Amount)  
40 x .4993 = \$ 37,399 (Estimated LMI Amount)

56,000 x 10 = \$ 560,000  
years