



CITY COUNCIL MEETING NOTICE

TUESDAY MAY 24, 2022, 6:00 P.M.

CITY COUNCIL CHAMBERS

AGENDA

- 1. ROLL CALL**
- 2. APPROVE AGENDA AS PRESENTED AND/OR AMENDED**
- 3. PRESENTATION/RECOGNITION**
- 4. PUBLIC COMMENT (5 MINUTE TIME LIMIT FOR ITEMS NOT ON THIS AGENDA)**
- 5. PUBLIC HEARINGS**
 - a) Consideration of 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
- 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 May 10, 2022 Council Meetings
 - b) Approve Payment of Bills
 - c) Approve Cigarette Permits for Dollar General, North and South Casey's, and Fareway
 - d) Approve Resolution No. 22-049 Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Van Houweling, CD II, Including Annual Appropriation Tax Increment Payments(*Partial Rebate of Future Taxes for Developer Up-front Contributions to 560th Street Improvements, bike trail and Interior Street Subsurface Materials in the Blue Sky Residential 37 Lot Subdivision*)
 - e) Motion to Approve Annual Service Agreement with Conference Technologies
 - f) Motion to Approve Posting for Deputy City Clerk and Building & Grounds/Custodial Maintenance Employee
- 7. BUSINESS ITEMS**
 - a) Resolution No. 22-049 for 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
 - b) Resolution No. 22-051 Approving Award of Contract to Inroads Asphalt Paving & Materials for Centennial Park/North Park Driveway Entrance & Trail (FY 22 CIP)
 - c) Resolution No. 22-052 Wood Creek Preliminary and Final Plat Story County 2 Mile Subdivision Review 30450 550th Avenue
 - d) First Reading of Ordinance No. 515 to Increase Sewer Rates
 - e) Consideration of Support for new Des Moines International Airport Terminal Project
- 8. INFORMATIONAL ITEMS-DIRECTION TO CITY ADMINISTRATOR**

9. CITY ADMINISTRATOR AND DIRECTOR REPORTS

10. MAYOR AND COUNCIL REPORTS

11. WORKSESSION: DISCUSSION AND DIRECTION TO CITY ADMINISTRATOR

- a) Construction Site Erosion and Sediment Control Ordinance (CONSESCO) Overview, Mat Kahler, Street & Stormwater Superintendent
- b) Consideration of Service with Veenstra & Kimm, Inc. for Building Inspection and Related Construction Services
- c) Main Avenue Revitalization-Materials provided for Council review, propose June 14th worksession

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

Tracking Sheet Council Agenda Items May 24, 2022

SUBMITTED BY:

Rita Conner, City Administrator

SYNOPSIS:

The information below summarizes regular meeting agenda items before Council for May 24, 2022. Worksession on Construction Site Erosion Control Ordinance (CONSESCO) Overview and Building and Development Inspection Services will take place following the business agenda.

Public Hearing

5a. Consideration of 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 (Business Item 7a)

Consent Agenda

6d. Approve Resolution No. 22-049 Approve Resolution No. 22-049 Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Van Houweling, CD II, Including Annual Appropriation Tax Increment Payments(*Partial Rebate of Future Taxes for Developer Up-front Contributions to 560th Street Improvements, bike trail and Interior Street Subsurface Materials in the Blue Sky Residential 37 Lot Subdivision*)

- Notice of hearing was not timely published to be held 5/24. This action resets the hearing for 6/14. Developer has been notified.
- Development agreement draft includes edits to City legal fees as requested by Council (developer has agreed) and cash flow table.
- Please review updated Council communication on this item

6e. Motion to Approve Annual Service Agreement with Conference Technologies. CT installed the Council Chambers updated audio and video equipment. The agreement provides for annual support services.

6f. Motion to Approve Posting for Deputy City Clerk and Building & Grounds/Custodial Maintenance Employee

- Please see Council Communication and job descriptions for this item

Business Items

7a. Resolution No. 22-049 for 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 (**Corresponds with Public Hearing**)

- Please see Council Communication and resolution for this item, along with accompanying materials and the Main Avenue Revitalization Plan

7b. *Item being brought back by City Administrator at staff request to provide additional information* Award Contract to Inroads Asphalt Paving & Materials for Centennial Park/North

COUNCIL COMMUNICATION

Park Drive Entrance & Trail (FY 2022 Capital Improvement Plan approved October 12, 2021 Resolution No. 21-092).

- This item is clarified further as *trail repair work and paving of a driveway into the park* that has been identified by Council, Park & Rec Board and the public as a priority. It was approved in October 2021 as part of the FY 2022 CIP.
 - On May 3, this item did not receive a second. Council may elect to remove the item from the agenda, not act, act to approve, act to deny, or request additional information.
 - Council discussed the *Connecting Huxley* program of 2021 at the November 2, 2021 worksession. A list of sidewalk infill and trail priorities was provided by CM Kuhn for Council consideration. No actions were taken on changing FY 22 CIP and staff understood that the item of sidewalk infill and trails would return to further identify priorities in 2022.
 - 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.

7c. Resolution No. 22-052 Wood Creek Preliminary and Final Plat Story County 2 Mile Subdivision Review 30450 550th Avenue

- Please see Council Communication and resolution for this item

7d. First reading of Ordinance No. 524 to Increase Sanitary Sewer Rates

- Council acted in 2021 to increase water rates in order to provide for the ongoing maintenance and expansion of the City's water utility. Corresponding sanitary sewer rate increase must occur by July 1, 2022 to go into effect with the water rate increase.

7e. Consideration of Support for new Des Moines International Airport Terminal

- Consideration only; no action requested
- The City of Huxley has been requested to consider a contribution to the project along with other jurisdictions.
- Huxley contribution would be estimated on a per capita basis at \$46,330 and able to be paid out over four years at approximately \$11,583 per year.
- Please see pdf of power point provided by Des Moines International Airport Authority Executive Director Kevin Foley.
- Staff will return with a resolution for this item if Council is supportive (example included)

Informational Items

- Please see department reports and May 16, 2022 Planning & Zoning Commission meeting minutes.
- Please see best practices memo from State Auditor's Office, provided by Brick Gentry legal counsel in response to requests from private groups/agencies for City funding, received during the FY 23 budget process. Brick Gentry further advises that a public purpose and an agreement for use of public funds must take place if

COUNCIL COMMUNICATION

there is Council interest to provide funding. Council may also elect to provide no funds to the private groups requesting it.

- The memo also includes helpful clarification, information and parameters on the City's ability to undergo development agreements.
- New Horizons Mobile Home Park response to questions from residents
- Update on 115 S. Main
- Update on 507 Timberlane driveway paving
- Update on Ihle Fence
- Update on Westview message to homeowners for HWY 69 ROW maintenance between 306th Avenue and West Centennial Drive

Worksession

- Construction Site Erosion and Sediment Control Ordinance (CONSESCO) Overview, Mat Kahler, Street & Stormwater Superintendent
- Consideration of Service with Veenstra & Kimm, Inc. for Building Inspection and Related Construction Services
- Main Avenue Revitalization-Materials provided for Council review, propose June 14th worksession

HUXLEY CITY COUNCIL MEETING MINUTES

Tuesday, May 10, 2022

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 6:00 pm.

ROLL CALL: Kuhn, Pilcher, Echer, Roberts, Thompson

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

CITY STAFF PRESENT: Rita Conner – City Administrator, Jolene Lettow - City Clerk, Jeff Peterson – Public Works Director, Joe Marchesano – Police Sergeant, Travis Woodbeck – Fire Chief, Cathy VanMaanen – Library Director

CONSULTANTS PRESENT: Forrest Aldrich – City Engineer/Veenstra & Kimm, Amy Beattie – City Attorney/Brick Gentry

PRESENTATION/RECOGNITION: Mike Upah, Ames Economic Development Commission representative, provided council with a proclamation to recognize May 9-15, 2022 as Economic Development Week.

PUBLIC COMMENT:

- Michael Kiernan, Hatch Development Group, explained to council that the developer would not be pursuing the development near the fire station as proposed.
- Kay Brown, resident in New Horizons Mobile Home Court, expressed her concerns with the property owner of the mobile home court.
- Resident from 709 Larson asked council if on street parking could be allowed on a segment of Oak Blvd to allow for overflow from Larson

CONSENT AGENDA:

Motion by Pilcher, second by Roberts to approve Consent Agenda items as listed:

- a. Approve Minutes from April 12, 19, 26 and May 3, 2022 Meetings
- b. Approve Payment of Bills and Monthly Treasurer's Report
- c. Motion to Approve Alcohol Permits for North Casey's, South Casey's and Fareway
- d. Approve Resolution No. 22-046 Payment Application No. 2 Woodruff Construction Water Treatment Plant Expansion Project
- e. Approve Resolution No. 22-047 Payment Application No. 1 Manatt's Street Rehabilitation Projects

Claims:

AFLAC	AFLAC	216.96
ALEXANDRIA GREENFIELD	BOOT CAMP INSTRUCTOR	90.00
ALLIANT ENERGY	GAS AND ELECTRIC	12,004.38
AUTOMATIC SYSTEMS CO.	DIAGNOSE UNC FOR SCADA	807.50
BRICK GENTRY P.C.	MUNICIPAL	2,462.50
CASSIE CRANNELL	NORD KALSEM RENTAL DEPOSIT	50.00
COMPASS MINERALS AMERICA	COARSE ROCK SALT	3,946.85
DAN WHITE	REPLACE PARTS ON '05 F350	585.00
DAVID WILCOX	BOOT CAMP INSTRUCTOR	125.00
DELTA DENTAL PLAN OF IOWA	DENTAL INSURANCE	1,481.68
DMACC	KATIE JUDGE EMT CLASS	1,114.00
EBS	MEDICAL INSURANCE	19,155.15
ECHO GROUP, INC.	HEATING ELEMENTS FOR SHOP	539.44
EDWARD JONES	IRA	250.00
ENVIRONMENTAL RESOURCE ASS	2022 QC/QA PT	777.29
FIDELITY SECURITY LIFE	VISION INS	317.51
GARBAGE GUYS	DUMPSTER FOR STORM CLEANUP	1,095.25
GENERAL INSURANCE AGENCY	LIABILITY INSURANCE	151,120.00
GRAINGER	AIR COMPRESSOR	727.85
GREAT-WEST LIFE & ANNUITY	DEFERRED COMPENSATION	273.08
GREENLAND HOMES	BUILDING PERMIT DEPOSIT REFUND	3,000.00
HOKEL MACHINE SUPPLY	OXYGEN TANK RENTAL	60.00
HOWE'S WELDING/METAL FAB	ALUMINUM ROUND STOCK	25.80
HUXLEY COMMUNICATIONS COOP	PHONE, CABLE, INTERNET	1,531.51
INTEGRATED PRINT SOLUTIONS	BAM BAM AND COACH SHIRTS	1,830.85
INTERNAL REVENUE SERVICE	FED WITHHOLDING TAX	13,951.41
INTERSTATE BATTERIES	LED ROAD ASSISTANCE LIGHTS	81.00

IOWA DOT	JANITORIAL SUPPLIES	158.60
IOWA FIRE CHIEFS' ASSOCIAT	2022 FIRE CHIEF'S WORKSHOP	25.00
IOWA ONE CALL	EMAIL LOCATES	43.20
IPERS	IPERS	19,825.88
JOHNSTONE SUPPLY	HEATER FOR WATER TREATMENT PLA	1,101.90
KEMPKER'S TRUE VALUE AND R	SUPPLIES	410.86
LINCOLN FINANCIAL GROUP	DISABILITY INSURANCE	1,361.64
LOWE'S	SUPPLIES FOR PARKS & REC	25.14
MARCO TECHNOLOGIES LLC	ADMIN COPIER CONTRACT	306.75
MARTIN MARIETTA MATERIALS	1" ROAD STONE	547.23
MEGAN BRENDELAND	MILEAGE TO/FROM CONFERENCE	31.90
MISCELLANEOUS VENDOR	PETERSON, KIRK :US REFUND	371.20
MUNICIPAL SUPPLY	GREEN MARKING PAINT	1,026.90
NCL OF WISCONSIN, INC.	TSS QA/QL	18.16
NICKOLAY CONSULTING, LLC	MONTHLY IT	115.00
OXEN TECHNOLOGY	MICROSOFT 365 AND EXCHANGE	303.00
PEPSI-COLA	VENDING PRODUCT	221.58
QUALITY PEST CONTROL	FIRE STATION MICE EXTERMINATIO	40.00
RITA CONNER	REIMBURSED FOR OFFICE SUPPLIES	88.27
SHAFFER'S AUTO BODY CO INC	REPAIR TO 2021 EXPLORER	13,353.16
SOUTHERN SOURCE INDUSTRIES	WEED KILLER	717.60
STAPLES BUSINESS CREDIT	COPY PAPER AND FOLDERS	281.83
TASC	FLEX BENEFIT PLANS	837.45
TASC - CLIENT INVOICES	JUNE FLEX PLAN FEES	69.82
TONYA BECKER	TRX FUSION INSTRUCTOR	60.00
TREASURER, STATE OF IOWA	STATE WITHHOLDING	4,892.00
TYLER TECHNOLOGIES, INC.	6/1/22-6/30/22 MAINTENANCE	1,113.66
USA BLUEBOOK	WATER TREATMENT SUPPLIES	604.88
VAN WALL	FUEL AND AIR FILTERS, BLADE	172.66
VEENSTRA & KIMM, INC.	BLUE SKY ESTATES PLAT 1-CONSTR	24,636.69
VERIZON WIRELESS	POLICE CELL PHONES	241.43
FUND TOTALS:		
001 GENERAL FUND		206,819.04
002 LIBRARY		5,454.41
003 RECREATION		6,648.77
004 FIRE AND RESCUE		1,709.89
014 AMBULANCE		2,373.82
110 ROAD USE TAX		10,759.26
345 WATER PLANT EXPANSION		23,583.69
600 WATER UTILITY		17,623.17
610 SEWER UTILITY		15,651.35
* PAYROLL EXPENSE		62,737.95
Grand Total		353,361.35

Consent Agenda Roll Call: Pilcher, Echer, Roberts, Kuhn, Thompson voted yes. Motion carried.

BUSINESS ITEMS:

Motion by Roberts, second by Echer to Approve Resolution No. 22-041 Preliminary Terms of an Urban Renewal Development Agreement with Hy Point. Councilman Echer explained that he and Councilman Pilcher met with Hy Point developer and school officials regarding possible terms for a development agreement for Hy Point development/facility. Councilman Echer and Pilcher explained their suggestion for the city's terms in a development agreement with Hy Point: \$1.2 million over a course of 11 years using Tax Increment Financing dollars. Roll Call: Pilcher, Echer, Roberts, Kuhn, Thompson voted yes on terms as specified by Echer and Pilcher. Motion carried.

Motion by Roberts, second by Echer on Resolution No. 22-048 Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Van Houweling, CD II, including Annual Appropriation Tax Increment Payments. Public hearing scheduled for May 24th. All edits will be in final version of agreement. Roll Call: Echer, Roberts, Pilcher, Thompson, Kuhn voted yes. Motion carried.

ADJOURNMENT: Motion – Roberts, second – Pilcher to adjourn meeting at 6:44pm. 5 ayes, 0 nays. Motion carried.

Submitted by: Jolene Lettow. City Clerk

5-24-22 Council Claims

	A	B	C
1	VENDOR NAME	DESCRIPTION	GROSS AMOUNT
2	A KING'S THRONE, LLC	PORTO JOHN FOR LARSON	\$ 142.95
3	AFLAC	AFLAC	\$ 216.96
4	ARNOLD MOTOR SUPPLY	VEHICLES MAINTENANCE	\$ 495.05
5	BACKFLOW SOLUTIONS, INC.	ONLINE SUBSCRIPTION	\$ 495.00
6	BAKER & TAYLOR ENTERTAINME	BOOKS	\$ 576.93
7	CARDMEMBER SERVICE	SEE ATTACHED	\$ 7,553.03
8	CITY OF ANKENY	TIER AGREEMENT	\$ 200.00
9	CLINTON H. THOMPSON	BASKETBALL LEAGUE OFFICIAL	\$ 665.00
10	COMPASS MINERALS AMERICA	COARSE ROCK SALT	\$ 3,875.49
11	COMPUTER RESOURCE SPECIALI	IT WORK	\$ 6,968.31
12	CONSUMERS ENERGY	ELECTRIC	\$ 9,094.36
13	D & K PRODUCTS	FERTILIZER	\$ 957.00
14	DELTA DENTAL PLAN OF IOWA	DENTAL INSURANCE	\$ 1,481.68
15	DOLLAR GENERAL-REGIONS 410	OFFICE SUPPLIES	\$ 20.05
16	EAGLE BUILDING SUPPLY, INC	DUEL LIGHTS STARTER KIT	\$ 791.80
17	EBS	MEDICAL INSURANCE	\$ 19,155.15
18	EDEN HART	BASKETBALL LEAGUE SCOREKEEPER	\$ 182.00
19	EDWARD JONES	IRA	\$ 250.00
20	FIDELITY SECURITY LIFE	VISION INS	\$ 317.63
21	GALLS, LLC- DBA CARPENTER	UNIFORM PANTS	\$ 46.75
22	GARBAGE GUYS	CITY TRASH PICKUP	\$ 405.00
23	GORDON FLESCH COMPANY, INC	LASERFICHE	\$ 420.00
24	GREAT-WEST LIFE & ANNUITY	DEFERRED COMPENSATION	\$ 273.08
25	ILLINOIS LIBRARY ASSOCIATI	SUMMER READING SUPPLIES	\$ 150.86
26	INTERNAL REVENUE SERVICE	PAYROLL TAXES	\$ 14,236.44
27	IPERS	IPERS	\$ 19,124.62
28	JACKSON BROWN	BASKETBALL SCORE KEEPER	\$ 72.00
29	JESSICA KRUPICKA	EARTH DAY-CHILDREN'S GARDENING	\$ 50.00
30	JIMMY KRAFT	PARTY IN THE PARK 2022	\$ 600.00
31	JOHNSTONE SUPPLY	FREIGHT ON INVOICE 3351698	\$ 33.95
32	KATIE JUDGE	REIMBURSEMENT	\$ 272.95
33	KEYSTONE LABORATORIES	MONTHLY WATER SAMPLING	\$ 255.00
34	KURRENT ELECTRIC	EXTERIOR LIGHTS AT NORD KALSEM	\$ 1,230.00
35	LANDMARK MACHINE COMPANY I	MODIFY CAMERA SHAFT	\$ 135.00
36	LINCOLN FINANCIAL GROUP	LIFE, LTD, & STD INSURANCE	\$ 1,361.64
37	MANATTS	STREET PAVING PROJ-PAY EST 1	\$ 223,472.54
38	MARCO, INC.	PUBLIC WORKS COPIER/PRINTER	\$ 14.05
39	MARTIN MARIETTA MATERIALS	CLASS D RIP RAP	\$ 747.37
40	MENARDS - AMES	BOXES	\$ 994.75
41	MIDWEST ALARM SERVICES	FIRE ALARM SYSTEM INSPECTION	\$ 811.20
42	MSA SAFETY SALES, LLC	02 SENSOR RAS BLDG	\$ 672.35
43	MUNICIPAL EMERGENCY SVCS	STRUCTURAL FIRE HELMET	\$ 285.00
44	MUNICIPAL SUPPLY	BLUE AND GREEN FLAGS	\$ 104.00
45	NEW CENTURY FS INC	DIESEL & UNLEADED FUEL	\$ 3,368.77
46	PCC AN AMBULANCE BILLING S	MARCH BILLING	\$ 157.13

5-24-22 Council Claims

	A	B	C
47	PITTS LAWN AND TREE SERVIC	TREE & STUMP REMOVAL	\$ 500.00
48	PREMIER	LIBRARY PRINTER FEES	\$ 106.37
49	QUILL CORPORATION	PURCHASE ORDERS	\$ 112.38
50	SAFE BUILDING COMPLIANCE &	BUILDING INSPECTIONS	\$ 34,766.59
51	SATONIUS PARKER	BASKETBALL LEAGUE OFFICIAL	\$ 670.00
52	SPARTAN TOOL LLC	PUSH CAMERA REPAIRS	\$ 1,044.55
53	SPRAYER SPECIALTIES INC.	VALVES AND NOZZLES	\$ 100.87
54	TASC	FLEX BENEFIT PLANS	\$ 837.45
55	TREASURER, STATE OF IOWA	STATE WITHHOLDING	\$ 4,913.00
56	U.S. BANK EQUIPMENT FINANC	LIBRARY PRINTER LEASE	\$ 104.92
57	USA BLUEBOOK	NC FLOAT AND NO FLOAT	\$ 474.80
58	VERIZON WIRELESS	PUBLIC WORKS CELL PHONES	\$ 366.05
59	WOODRUFF CONSTRUCTION, LLC	WATER TREATMENT IMPROVEMENTS	\$ 409,966.13
60	01 Payroll Expense		\$ 63,677.24
61	GRAND TOTAL		\$ 840,373.19
62			
63		FUND TOTALS	
64	001 GENERAL FUND	73,130.50	
65	002 LIBRARY	5,290.79	
66	003 RECREATION	8,611.67	
67	004 FIRE AND RESCUE	1,673.23	
68	014 AMBULANCE	4,404.31	
69	110 ROAD USE TAX	233,799.34	
70	345 WATER PLANT EXPANSION	409,966.13	
71	600 WATER UTILITY	20,245.95	
72	610 SEWER UTILITY	19,574.03	
73	01 PAYROLL EXPENSE	63,677.24	
74	GRAND TOTAL	840,373.19	

VISA (4/2/22-5/2/22)		
Admin	amazon prime, adobe, pro, zoom, forever envelopes,	\$ 484.53
Econ Development	survey monkey	\$ 203.52
FD	surveillance cams	\$ 349.99
Streets	latch for tahoe, springs, bolts, shackle bolts	\$ 729.83
Parks & Rec	shower curtain, youth soccer balls, venmo deposit, caseys gift cards, scooters gift card, fitness supplies, gym assistant software update, sams club, jp party rental, fitness supplies	\$ 2,189.18
PD	ethernet switch, rifle slings, uniform parts, office chair, innerduty belt	\$ 496.72
Water	miter saw, fuel cut off saw, lever sensor, esri	\$ 1,969.00
Wastewater	shipping for push camera, pole sets, annual conference registration, esri	\$ 648.40
Library	dollar general, chicken shed, books, fareway, program supplies, best buy (will get refunded),	\$ 481.86
GRAND TOTAL		\$ 7,553.03

Iowa Department of
REVENUE**Iowa Retail Permit Application**
Cigarette/Tobacco/Nicotine/Vapor<https://tax.iowa.gov>**Instructions on the reverse side**For period (MM/DD/YYYY) 07 / 01 / 2022 through June 30, 2023

\$75 ✓

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:Trade Name/DBA DOLLAR GENERAL STORE # 812Physical Location Address 614 N US HIGHWAY 69 City HUXLEY ZIP 50124-9313 ✓Mailing Address 100 MISSION RIDGE City GOODLETTSVILLE State TN ZIP 37072Business Phone Number 3194628390

Vendor #309946 ✓

Invoice #202300812TOBCITY10 ✓

Batch #22636

\$ 75.00 ✓

LP ☐**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐Name of sole proprietor, partnership, corporation, LLC, or LLP DOLGENCORP, LLCMailing Address 100 MISSION RIDGE City GOODLETTSVILLE State TN ZIP 37072Phone Number 615-855-4000 Fax Number 877-364-4130 Email tax-beerandwinelicense@dollargeneral.com**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☐**Type of Establishment: (Select the option that best describes the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Has vending machine that assembles cigarettes ☐ Other ☒ Retail – General Merchandise

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)Name (please print) Daniel Hogue

Name (please print) _____

Signature Daniel Hogue

Signature _____

Date 4/12/22

Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 75.00
- Fill in the date the permit was approved by the council or board: 5-24-22
- Fill in the permit number issued by the city/county: 022-
- Fill in the name of the city or county issuing the permit: Huxley
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 22 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S #2474

Physical Location Address 104 N HWY 69 City HUXLEY ZIP 50124 Mailing

Address PO BOX 3001 City ANKENY State IA ZIP 50021

Business Phone Number 5155973555

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORES, INC.

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Phone Number 515-381-5974 Fax Number 515-446-6303 Email MADI.PAULSON@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐

Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐

Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) DOUGLAS BEECH, ASST. SECRETARY, CASEY'S MARKETING

Name (please print) _____

Signature *Douglas M. Beech*

Signature _____

Date 4/1/2022

Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New ☐ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 22 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S #2842
Physical Location Address 902 N HWY 69 City HUXLEY ZIP 50124 Mailing
Address PO BOX 3001 City ANKENY State IA ZIP 50021
Business Phone Number 5155974443

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORES, INC.
Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021
Phone Number 515-381-5974 Fax Number 515-446-6303 Email MADI.PAULSON@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒
Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) DOUGLAS BEECH, ASST. SECRETARY, CASEY'S MARKETING Name (please print) _____
Signature *Douglas M. Beech* Signature _____
Date 4/1/2022 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New ☐ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2022 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: Fareway Stores, Inc. # 155
Physical location address: 911 Highway 69 City: HUXLEY ZIP: 50124
Mailing address: 911 Highway 69 City: HUXLEY State: IA ZIP: 50124
Business phone number: 515 597-3663

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP Fareway Stores, Inc.
Mailing address: PO Box 70 City: Boone State: IA ZIP: 50036
Phone number: 515-433-5336 Fax number: 515-433-4416 Email: storelicenses@farewaystores.com

Retail Information:


Types of Sales: Over-the-counter ☒ Vending machine ☐
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒
Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☒ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): Garrett S Piklapp Name (please print): _____
Signature:  Signature: _____
Date: May 9, 2022 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New ☐ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

CITY COUNCIL COMMUNICATION

AGENDA HEADING:

Approve Resolution No. 22-049 Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Van Houweling, CD II, Including Annual Appropriation Tax Increment Payments(Partial Rebate of Future Taxes for Developer Up-front Contributions to 560th Street Improvements, bike trail and Interior Street Subsurface Materials in the Blue Sky Residential 37 Lot Subdivision)

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 560th 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 worked with the City since 2021 on rezoning, platting and preparation of financial information for the project, initial work on construction documents as well as negotiations for this development agreement and amendment of the City's Huxley Urban Renewal Plan. Construction will begin this summer and with this agreement, will provide for the items Council has negotiated to include.

- Construction of curb, gutter and storm sewer along 560th Avenue adjacent to the development
- Addition of granular subbase and subdrains for internal street
- Trail on 560th Avenue in accordance with the City's Trails Master Plan.

Additional information is below and in the attachments.

FISCAL IMPACT:

Amount: \$644,000 rebate grant based on the developer's up-front cash investment and the project's generation of new taxable valuation over a term of 11 years.

Funding Source: Project generated tax increment (TIF)

ADDITIONAL INFORMATION:YES

- Staff and V & K discussed these estimated costs with the development team.
- City TIF cash flow table of assumptions and estimates is 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=\$1,814,256
 - TIF to Low-Moderate income set aside=\$919,828
 - To project= \$644,000 (35.50% over 11-year term)

CITY COUNCIL COMMUNICATION

- Surplus to City during 11-year rebate term=\$250,428 (unless there is an identified project for these funds to be captured and certified for TIF by Council, the new tax dollars/valuation from the project will go back to the taxing entities, including the City's general fund)

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- Public hearing June 14, 2022 and action on Final Development Agreement
- Construction of improvements
- Review of Final Plat and recording
- Payment of TIF rebate over the term of the agreement



May 19, 2022

Via Email

Rita Conner
City Administrator/City Hall
Huxley, IA

Re: Development Agreement (Van Houweling, CD II)
Our File No. 419996-68

Dear Rita:

Attached please find proceedings to enable the City Council to act on May 24, 2022 to set June 14, 2022 as the date for a public hearing on the proposed Development Agreement with Van Houweling, CD II, including the proposal for tax increment payments.

The notice of public hearing on the Agreement must be published once, not less than four (4) and not more than twenty (20) days prior to the City Council meeting at which the hearing will be held. The last day on which the notice can effectively be published is June 10, 2022. Please print an extra copy of the notice for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice and email a copy of the published notice to lemke.susan@dorsey.com.

We will prepare and forward to you in time for the June 14, 2022 meeting the necessary proceedings to approve the Agreement.

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

Please contact John Danos or me if you have questions.

Kind regards,

Amy Bjork

Attachments

cc: Jolene Lettow

RESOLUTION NO. _____

Resolution Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Van Houweling, CD II, Including Annual Appropriation Tax Increment Payments

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

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

WHEREAS, the City proposes to enter into a certain development agreement (the “Development Agreement”) with Van Houweling, CD II (the “Developer”) in connection with the development of public infrastructure necessary for the development of a residential subdivision in the Urban Renewal Area; and

WHEREAS, under the Development Agreement the City would provide financial incentives to the Developer in the form of annual appropriation incremental property tax payments (the “Payments”) in an amount not to exceed \$644,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

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

Section 1. This City Council shall meet on June 14, 2022, at _____ o’clock ____m., at the _____, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the Payments.

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

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH VAN
HOUWELING, CD II AND AUTHORIZATION OF ANNUAL APPROPRIATION TAX
INCREMENT PAYMENTS

The City Council of the City of Huxley, Iowa (the “City”), will meet at the _____, on June 14, 2022, at _____ o’clock __.m., at which time and place proceedings will be instituted and action taken to consider approval of a Development Agreement between the City and Van Houweling, CD II (the “Developer”), in connection with the development of public infrastructure necessary for the development of a residential subdivision in the Huxley Urban Renewal Area. The Development Agreement provides for certain financial incentives to the Developer in the form of annual appropriation incremental property tax payments (the “Payments”) in an amount not to exceed \$644,000 to the Developer as authorized by Section 403.9 of the Code of Iowa.

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

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

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

Jolene Lettow
City Clerk

SET DATE FOR HEARING ON
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Van Houweling, CD II)

419996-68

Huxley, Iowa

May 24, 2022

A meeting of the City Council of the City of Huxley, Iowa, was held at _____ o'clock
____.m., on May 24, 2022, at the _____, Huxley, Iowa, pursuant to the
rules of the Council.

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

Present: _____

Absent: _____.

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

Ayes: _____

Nays: _____.

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

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

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

Passed and approved May 24, 2022.

Mayor

Attest:

City Clerk

• • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF STORY SS:
CITY OF HUXLEY

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

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

WITNESS MY HAND this ____ day of _____, 2022.

City Clerk

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

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

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Huxley, Iowa (the “City”) and Van Houweling, CD II (the “Developer”) as of the ____ day of _____, 2022 (the “Commencement Date”).

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

WHEREAS, the Developer owns certain property in the Urban Renewal Area, the legal description of which is set out in Exhibit A hereto (the “Property”);

WHEREAS, the Developer has undertaken the development of a residential subdivision (the “Housing Project”) on the Property and the construction of certain public infrastructure improvements in connection therewith (the “Infrastructure Project”); and

WHEREAS, the Developer has requested that the City provide tax increment financing assistance for the Infrastructure Project; and

WHEREAS, the base valuation of the Property for purposes of calculating Incremental Property Tax Revenues, as herein defined, under this Agreement and Section 403.19 of the Code of Iowa is \$_____ (the “Base Valuation”); and

WHEREAS, the Iowa Urban Renewal law requires that any project related to housing which receives tax increment financing assistance must also generate funds to be used to provide assistance related to housing for low and moderate income families; and

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

NOW THEREFORE, the parties hereto agree as follows:

A. Developer’s Covenants:

1. Housing Project, Subdivision, and Infrastructure Project Construction. The Developer agrees to construct the Housing Project on the Property in accordance with the detailed site plan previously approved by the City Council on _____, 20__ and set forth on Exhibit B hereto. Prior to beginning construction of the Housing Project, the Developer will subdivide the Property in accordance with applicable ordinances and regulations.

2. Infrastructure Project Construction and Costs. The Developer agrees to cause the construction of the Infrastructure Project in accordance with the timeline and specifications set forth on Exhibit C hereto. Prior to constructing the Infrastructure Project, the Developer will submit copies of all engineering documents related to the proposed Infrastructure Project to the City. The City may request reasonable changes in such documents, to ensure compliance with any applicable ordinances or regulations.

The City shall retain all rights to inspect the Infrastructure Project for quality of work and full compliance with City Code. Nothing in this subsection shall be interpreted as limiting the City's rights to not accept the work if the Infrastructure Project is not completed to the satisfaction of the City.

Upon completion of the Infrastructure Project, provided that (i) such improvements are of the type ordinarily dedicated to the City in connection with housing development projects; (ii) the City confirms to the Developer in writing that such completed improvements meet City requirements; and (iii) the City accepts such Infrastructure Project in accordance with State law, the Developer will provide the City with either a deed or permanent easement to the improvements and related right-of-way comprising the Infrastructure Project, which shall thereafter be maintained by the City.

3. Infrastructure Project Costs Documentation. Upon completion of the Infrastructure Project, the Developer agrees to provide documentation (the "Costs Documentation") detailing the costs (the "Infrastructure Costs") incurred in the completion thereof. Such Infrastructure Costs may include all infrastructure-related land acquisition costs, cost of designing and constructing the Infrastructure Project, landscaping and grading all land for the Infrastructure Project, interest expense and other costs of financing the Infrastructure Project, and other reasonably related costs of carrying out the Infrastructure Project. The Infrastructure Costs shall not include such costs as are incurred in the completion of the Housing Project.

The Costs Documentation will be accompanied by invoices, and such other documentation as is reasonably requested by the City, confirming that the Infrastructure Costs detailed in such Costs Documentation were in fact incurred in the installation of the Infrastructure Project and that such costs are of an amount reasonably to have been expected with respect to such installation. The Developer will include a cover page in the form attached hereto as Exhibit D with its submittal of the Costs Documentation.

4. Property Tax Payment Certification. The Developer agrees to certify to the City by no later than October 15 of each year during the Term (as hereinafter defined) commencing October 15, 2024, an amount (each, the "Developer's Estimate") equal to the estimated Incremental Property Tax Revenues (as hereinafter defined) anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable incremental valuation of the Property factored by 80% (the "Annual Percentage").

~~In submitting each such Developer's Estimate, the Developer will complete and submit the worksheet (the "Worksheet") attached hereto as Exhibit E.~~ Each Developer's Estimate shall be divided into two figures: (1) ~~46.98~~50.07% shall be designated as the "LMI Amount" (see Section B.5 below); and (2) ~~53.02~~49.93% shall be designated as the "Projected Payment Amount." The City reserves the right to review and request revisions to each such Developer's Estimate to ensure the accuracy of the figures submitted.

In submitting each such Developer's Estimate, the Developer will complete and submit the worksheet (the "Worksheet") attached hereto as Exhibit E.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Story County, above and beyond that the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to the incremental valuation of the Property.

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

5. Legal and Administrative Costs. The Developer hereby agrees to pay for the legal fees and administrative costs incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the prerequisite amendment to the urban renewal plan, up to an amount not in excess of \$10,000. The Developer agrees to remit payment to the City within 30-days of the submission of reasonable documentation by the City to the Developer evidencing such costs.

6. Events of Default.

a. Events of Default. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- (i) Failure by the Developer to complete construction of the Housing Project pursuant to the terms and conditions of this Agreement.
- (ii) Failure by the Developer to complete construction of the Infrastructure Project pursuant to the terms and conditions of this Agreement.
- (iii) Failure by the Developer to comply with Sections A.3, A.4 and A.~~4~~5 of this Agreement.
- (iv) Failure by the Developer to observe or perform any other material covenant on its part, to be observed or performed hereunder.

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

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.

(ii) Withhold the Payments under Section B.2 of this Agreement, such right being additional to the right of annual appropriation as set forth in Section B.3 below.

~~6. — Legal and Administrative Costs. — The Developer hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Developer agrees that the City shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$8,000 or (2) the Actual Admin Costs from the initial Payments (as hereinafter set forth) in order to recover some or all of the Actual Admin Costs.~~

B. City's Covenants:

1. Review of Costs Documentation. The City staff will review the Cost Documentation upon receipt from the Developer. If the City determines the costs set forth in the Costs Documentation are costs reasonably incurred in the construction of the Infrastructure Project, the City shall record a summary of the date, amount and nature of the costs (the "Accepted Infrastructure Costs") on the Summary of Accepted Public Infrastructure Costs attached hereto as Exhibit F, and such summary shall be the official record of the Accepted Infrastructure Costs for purposes of tallying the Maximum Payment Total, as defined in Section B.2 of this Agreement.

If the City determines the Infrastructure Costs set forth in the Costs Documentation are not costs reasonably incurred in the construction of the Infrastructure Project, the City shall notify the Developer of such determination within fifteen (15) days of such determination in order to allow an opportunity for the Developer to cure the noted deficiencies.

2. Payments. In recognition of the Developer's obligations set out above, the City agrees to make eleven (11) annual economic development tax increment payments (the "Payments" and, individually, each a "Payment") to the Developer during the Term (as hereinafter defined) pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments (the "Maximum Payment Total") shall not exceed the lesser of (i) the Accepted Infrastructure Costs, or (ii) \$644,000. All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

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

Prior to funding any Payments under this Agreement, the City will first withhold from the Incremental Property Tax Revenues an amount equal to the Admin Withholding Amount. Once an amount equal to the Admin Withholding Amount has been withheld by the City, the Payments shall be made as hereinafter set forth.

Each Payment shall be in an amount which represents the Annual Percentage of Incremental Property Tax Revenues received by the City with respect to the incremental valuation of the Property resulting from the Housing Project during the twelve (12) months immediately preceding such payment date reduced by the LMI Amount as set forth in Section A.4 above and Section B.5 below.

This Agreement assumes that a portion of the taxable valuation of the Housing Project will go on the property tax rolls as of January 1, 2024. Accordingly, the Payments will be made on June 1 of each fiscal year, beginning June 1, 2026, and continuing through and including June 1, 2036, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

3. Annual Appropriation. The Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term (as hereinafter defined), beginning in the 2024 calendar year, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment coming due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the Projected Payment Amount reflected in the most recently submitted Developer’s Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the City to make such Payment, to seek damages relative thereto or to compel the funding of such Payment in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payment shall not render this Agreement null and void, and the Developer shall make the next succeeding submission of the Developer’s Estimate as called for in Section A.4 above, provided however that no Payment shall be made under this Agreement after June 1, 2036.

4. Payment Amounts. Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2026, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2024). Furthermore, the amount of each such Payment shall not exceed the [Annual Percentage](#) of Incremental Property Tax Revenues (excluding allocations of “back-fill” or “make-up” payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Story County Treasurer attributable to the taxable incremental valuation of the Property in the twelve (12) months immediately preceding such Payment due date minus the then-effective LMI Amount.

5. Low and Moderate Income Set Aside. On each Payment date, the City shall retain from then-accumulated Incremental Property Tax Revenues received with respect to the Property an amount equal to such accumulated Incremental Property Tax Revenues multiplied by the minimum percentage required by Section 403.22 of the Code of Iowa. As of the date of this Agreement, the applicable minimum percentage is ~~46.98~~[50.07](#)%. At such time that the City has retained Incremental Property Tax Revenues equal to ~~46.98~~[50.07](#)% of the Maximum Payment Total, the City shall no longer be required to retain the LMI Amount from the Incremental Property Tax Revenues before making the Payments to the Developer.

The Incremental Property Tax Revenues retained shall be used by the City in the provision of assistance to low and moderate income families, pursuant to Section 403.22 of the Code of Iowa. The Developer may apply to the City for all or a portion of the funds set aside for assistance to low and moderate income families, provided the Developer can document to the satisfaction of the City that housing units which are located on the Property are occupied or reserved to be occupied by families which meet the required income limits of state law. The City reserves the right to allocate funds retained under this Section B.5 in any lawful manner of its choosing.

6. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section

B.3 above, then the City Clerk will certify by December 1 of each such year to the Story County Auditor (for purposes of Section 403.19 of the Code of Iowa) an amount equal to the most recently obligated Appropriated Amount for the funding of the Payments, plus the corresponding LMI Amount due in the next succeeding fiscal year.

C. Administrative Provisions:

1. **Assignment.** Neither party shall have the right to cause the Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Developer's rights to receive the economic development tax increment payments hereunder may be assigned by the Developer to a private lender, as security on a credit facility taken in connection with the Housing Project and/or the Infrastructure Project, without further action on the part of the City. This Agreement is personal to the Developer and shall not run with the Property.

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

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on the date on which the last Payment is made by the City to the Developer under Section B.2 above.

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

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

CITY OF HUXLEY, IOWA

By: _____
Mayor

Attest:

City Clerk

VAN HOUWELING, CD II

By: _____
[Name/Title]

EXHIBIT A
LEGAL DESCRIPTION OF HOUSING PROPERTY

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

[INSERT LEGAL DESCRIPTION]

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

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 30; THENCE NORTH 0° 00' 01" EAST ALONG THE WEST LINE OF SAID NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 30, A DISTANCE OF 1,324.01 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 30 AND BEING THE SOUTHWEST CORNER OF SAID SOUTHWEST FRACTIONAL 1/4 OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 19; THENCE NORTH 0° 05' 19" EAST ALONG THE WEST LINE OF SAID SOUTHWEST FRACTIONAL 1/4 OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 19, A DISTANCE OF 98.43 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT-OF-WAY; THENCE NORTH 84° 12' 20" EAST ALONG SAID SOUTH LINE 510.44 FEET; THENCE NORTH 5° 47' 30" WEST CONTINUING ALONG SAID SOUTH LINE 15.00 FEET; THENCE NORTH 84° 12' 29" EAST CONTINUING ALONG SAID SOUTH LINE 712.82 FEET; THENCE SOUTH 19° 26' 20" WEST 516.42 FEET; THENCE SOUTH 9° 02' 08" EAST 294.68 FEET; THENCE SOUTH 31° 58' 22" WEST 709.85 FEET; THENCE SOUTH 20° 07' 18" WEST 194.13 FEET TO THE SOUTH LINE OF SAID NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 30; THENCE NORTH 89° 51' 24" WEST ALONG SAID SOUTH LINE OF THE NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 30, A DISTANCE OF 647.41 FEET TO THE POINT OF BEGINNING AND CONTAINING 33.17 ACRES (1,444,842 S.F.).

~~4881-6090-5998\1~~
4870-1085-1358\1

EXHIBIT E
DEVELOPER'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Taxable Valuation of Property as of January 1, 20__:
\$_____.
- (3) Base Taxable Valuation of Property:
\$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000=\$_____ (the "~~Developer's~~TIF
Estimate")
- (7) TIF Estimate (6) factored by 80%
\$_____ x .80 = \$_____ (the "Developer's Estimate")
- (8) ~~(7)~~ Developer's Estimate = \$_____ factored by:
x ~~.5302~~5007 = \$_____ (~~Projected~~
~~Payment~~Estimated LMI Amount)
x ~~.4698~~4993 = \$_____ (~~Estimated LMI~~Projected
Payment Amount)

EXHIBIT F
SUMMARY OF ACCEPTED INFRASTRUCTURE COSTS

Date of Cost	Amount of Cost	Nature of Cost	Date Accepted by City

Document comparison by Workshare Compare on Friday, May 6, 2022 2:53:20 PM

Input:	
Document 1 ID	netdocuments://4881-6090-5998/1
Description	Development Agreement (Blue Sky) (Huxley 2022)
Document 2 ID	netdocuments://4881-6090-5998/2
Description	Development Agreement (Blue Sky) (Huxley 2022)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
<u>Moved from</u>	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	25
Deletions	19
Moved from	4
Moved to	4
Style changes	0
Format changes	0
Total changes	52

Assumed Increment Valuation Growth: 0.00%																			ESTIMATED [I less J]				[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 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	Annual TIF Surplus / (Deficit)	Cumulative TIF Surplus / (Deficit)								
		[Cumulative]					54.13020%	50.70000%	49.30000%	[per \$1,000]	[M + N]			50.70000%	[after LMI] [Q / N]		[O less P & Q]									
FY 2022-23 1/1/2021										\$28.00044																
FY 2023-24 1/1/2022										\$28.00044																
1	FY 2024-25 1/1/2023	2	2	475,000	950,000	950,000	514,237	260,718	253,519	\$28.00044	7,300	7,099	14,399	7,300	5,633	79.352%	1,466	1,466								
2	FY 2025-26 1/1/2024	4	6	475,000	2,850,000	2,850,000	1,542,711	782,154	760,556	\$28.00044	21,901	21,296	43,197	21,901	16,899	79.352%	4,397	5,863								
3	FY 2026-27 1/1/2025	5	11	475,000	5,225,000	5,225,000	2,828,303	1,433,950	1,394,353	\$28.00044	40,151	39,043	79,194	40,151	30,981	79.352%	8,061	13,924								
4	FY 2027-28 1/1/2026	5	16	475,000	7,600,000	7,600,000	4,113,895	2,085,745	2,028,150	\$28.00044	58,402	56,789	115,191	58,402	45,064	79.352%	11,726	25,650								
5	FY 2028-29 1/1/2027	5	21	475,000	9,975,000	9,975,000	5,399,487	2,737,540	2,661,947	\$28.00044	76,652	74,536	151,188	76,652	59,146	79.352%	15,390	41,039								
6	FY 2029-30 1/1/2028	5	26	475,000	12,350,000	12,350,000	6,685,080	3,389,335	3,295,744	\$28.00044	94,903	92,282	187,185	94,903	73,228	79.352%	19,054	60,093								
7	FY 2030-31 1/1/2029	3	29	475,000	13,775,000	13,775,000	7,456,435	3,780,413	3,676,022	\$28.00044	105,853	102,930	208,783	105,853	81,678	79.352%	21,253	81,346								
8	FY 2031-32 1/1/2030	3	32	475,000	15,200,000	15,200,000	8,227,790	4,171,490	4,056,301	\$28.00044	116,804	113,578	230,382	116,804	90,127	79.352%	23,451	104,797								
9	FY 2032-33 1/1/2031	3	35	475,000	16,625,000	16,625,000	8,999,146	4,562,567	4,436,579	\$28.00044	127,754	124,226	251,980	127,754	98,577	79.352%	25,650	130,447								
10	FY 2033-34 1/1/2032	2	37	475,000	17,575,000	17,575,000	9,513,383	4,823,285	4,690,098	\$28.00044	135,054	131,325	266,379	135,054	104,209	79.352%	27,115	157,562								
11	FY 2034-35 1/1/2033		37	475,000	17,575,000	17,575,000	9,513,383	4,823,285	4,690,098	\$28.00044	135,054	131,325	266,379	135,054	38,459	29.285%	92,866	250,428								
	FY 2035-36 1/1/2034					-	-	-	-	\$28.00044	-	-	-	-	-	-										
	FY 2036-37 1/1/2035					-	-	-	-	\$28.00044	-	-	-	-	-	-										
	FY 2037-38 1/1/2036					-	-	-	-	\$28.00044	-	-	-	-	-	-										
Estimated total rebate: \$244,000 (bike trail) + \$400,000 original = \$644,000 Total											919,828	894,428	1,814,256	919,828	644,000	250,428										
													100.00%	50.70%	35.50%	13.80%	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	\$19.60726	(\$6.67026)	\$12.93700
Story County	4.95627	(0.12784)	\$4.82843
City of Huxley	11.85000	(3.75000)	\$8.10000
County Ag Extension	0.07582	-	\$0.07582
County Assessor	0.50620	-	\$0.50620
County Hospital	0.87250	-	\$0.87250
Des Moines Area C.C.	0.67789	-	\$0.67789
State (Bruc./Tub.)	0.00260	-	\$0.00260
	\$38.54854	(\$10.54810)	\$28.00044
[based on FY 2021-22 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 50.7% (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 54.1302% (residential rollback).	
6. Assumes Consolidated Levy for TIF Revenue of \$28.00044 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 \$1,814,256. Developer rebate \$644,000 is approximately 35.06% of total available TIF revenue .	

Service Support Plan Includes:



CTI Scout

- Real-time tracking and alerts



On-Demand

- Field Service Repair On-site
- Extended Equipment Warranty
- Storage Workflow Updates
- Firmware and Software updates/upgrades*



CTI Care Team

- Unlimited Phone Support
- QBR
- Dedicated Customer Experience Team



Critical Meeting Support

- Health Checks
- Critical Event Support
- Event Solutions preferred pricing



CTI University • Online learning platform

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

Plan Overview:

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

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

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

CTI Complete – Plan Summary: Council Room Update

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

Agreement Price (per year):

Subtotal	\$548.00
Total	\$548.00

Your Service Location:

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

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

Labor Rates:

The following is applicable to all service agreements:

Travel Expenses

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

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

Disclaimer

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

Agreement Renewal

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

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

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

Conference Technologies, Inc.® Standard Labor Rates		
Service Description	Rates	Criteria
On-Site Repairs		
CTI Field Service Technician: Standard	\$144/hr	Minimum 2 hours
After Hours Rush	\$216/hr	Minimum 2 hours

Client Signature: _____ Date: _____

CTI Authorized Signature: _____ Date: _____

COUNCIL COMMUNICATION

AGENDA HEADING:

Motion to Approve Posting for Deputy City Clerk and Building & Grounds/Custodial Maintenance Employee

SUBMITTED BY: Rita Conner, City Administrator; Heather Denger, Parks & Recreation Director

SYNOPSIS:

Post for a Deputy City Clerk.

Post for a Building & Grounds/Custodial Maintenance Employee

Additional information is attached and below.

FISCAL IMPACT: YES

Amount: Deputy City Clerk salary range \$51,305-\$62,080. Building & Grounds/Custodial Maintenance Employee \$37,440 (\$18/hr current). Mid-range \$43,347

Funding Source: City of Huxley FY 2022 and FY 23 Operating Budget

ADDITIONAL INFORMATION: YES

- The Administration Department manages the City's finances, accounting, payables, debt management, financial forecasting, analysis, budget and capital improvement plan financing, preparation and management, payroll, insurance, information technology, website management, contract administration, development agreement payments and administration, management of State and Federal funding programs, records retention, elections and cemetery records, all ordinances, resolutions and codification and the annual audit. The Department also manages billing, accounts and customer service and communications for the City's water and sanitary sewer utilities systems, monthly utility reports, shut offs, payment assistance resource coordination and coordination assistance on the building, planning and development process for the City. This includes staffing the Planning & Zoning Commission, Board of Adjustment, sidewalk repair and tree trimming correspondence, report preparation, filing, records management, meetings and communications for the City's annexation, rezoning, subdivision, site plans, building rehabilitations, home repair permits, code enforcement/nuisance abatement procedures, and coordination of a minimum of six outside consultants and service providers.
- Full time staff in the Administration Department providing daily, weekly and on-call coverage currently numbers 3.5, which includes the City Administrator, City Clerk/Finance Officer (multi-role), Deputy City Clerk/Utility Billing Zoning Administrative Specialist (multi-role), and part time HR/Administrative Clerk.
- Administration Department operations are both visible and invisible to the public, providing essential services that impact the daily lives of Huxley citizens. They operate as necessary to keep up with growth as well as State and national industry standards.

COUNCIL COMMUNICATION

- The Building & Grounds/Custodial Maintenance Employee is one of 3 full time positions in the Parks & Recreation Department, which also includes the Parks & Recreation Director and the Recreation Coordinator. A shared Parks & Public Works Utility employee divides time between Parks & Public Works operations through the year. The management of the 3Cs multi-use facility, recreation center, Safe Room, Nord Kalsem Community Center and all City parks and amenities is performed annually, and multiple vendors and service providers are coordinated. The position is being vacated and the posting will allow for securing a new team member.
- The duties conducted are detailed in the accompanying job descriptions.
- With Council approval, the positions would be posted immediately. Next steps listed below in Anticipated Actions and Future Commitments

PREVIOUS COUNCIL ACTION(S): NO

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- Posting of positions
- Interview process
- Recommendation of preferred candidates to City Administrator
- Recommendation to City Council to offer positions and approve wage

JOB DESCRIPTION

DEPARTMENT: ADMINISTRATION

POSITION: *Deputy City Clerk*

NON-EXEMPT FULL-TIME HOURLY POSITION

SUMMARY OF DUTIES: Under the general direction of the City Clerk/Finance Officer. Performs administrative, operational, and financial functions that support the City Clerk/Finance Officer.

SUPERVISES: N/A

REPORTS TO: City Clerk/Finance Officer

PRINCIPAL DUTIES AND RESPONSIBILITIES:

1. Assists City Clerk/Finance Officer/City Administrator as needed with preparation of City Council agenda, official notices and publications, compilation and distribution of council packets and council minutes.
2. Attends City Council meetings and assists in recording accurately and fully the way items are considered and acted upon by City Council.
3. Operates voting and camera equipment/technology for council meetings.
4. Assists City Clerk/Finance Officer as needed in proofreading all legal notices and ordinances adopted by City Council and the official City Council minutes in preparation of publication.
5. Maintains records relating to adopted ordinances, approved resolutions, recorded deeds and easements, and various agreement and contracts as specified in Records Retention Policy.
6. Authenticates and obtains signatures on approved documents and distributes documents to the appropriate parties following execution.
7. Assists with the administration of the Tax Increment Finance development agreements and follows the criteria in each agreement to fulfill city's obligations.
8. Updates and maintains the City's Code of Ordinances Book. Works with Iowa Codification to update regulations in accordance with State guidelines.
9. Assist with management of city website, consisting of posting necessary updates and providing information to other city social media sites.
10. Files monthly City sales tax reports.
11. Assist City Clerk/Finance Officer and City Administrator in preparing preliminary operating budget
12. Maintains financial software through vendor updates and understand the workings of the software. Resolve IT issues internally or with vendor assistance, regularly verifying successful data backups.
13. Assists City Clerk/Finance Officer as needed in acceptance of nomination petitions from candidates for City offices, and coordination with County in municipal elections.
14. Receives bids for municipal construction contracts and may assist City Clerk/Finance Officer with bid openings.
15. Files reports with County and State as directed. Makes all state and federal payments according to deadlines.
16. Provides support to City Clerk/Finance Officer and serves as back up for all City Clerk/Finance Officer functions in his/her absence.
17. Addresses citizen inquiries, comments, or complaints, and communicates with citizens and other employees personally, over telephone, or in writing.
18. Serves as Notary Public.

19. Attends workshops and seminars as approved to further develop knowledge, skills, and abilities to maintain, enhance, or achieve certification in various areas of expertise.
20. Performs other duties and responsibilities as assigned.

ENTRY REQUIREMENTS:

1. Associates degree in related field required, bachelor's degree preferred.
2. Minimum 2 years in municipal government administrative office preferred.
3. Preferred experience with financial and records management software.
4. Ability to establish and maintain effective working relationships with co-workers.
5. Ability to perform detailed work and maintain accuracy while handling unplanned interruptions of the workday.
6. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers, employees, City Council, etc.
7. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
8. Valid Iowa driver's license.
9. Must be bondable.

REQUIRED SPECIAL QUALIFICATIONS:

10. Strong analytical and problem-solving skills
11. Exceptional verbal and written communication skills
12. Disciplined time management skills with a proven ability to meet deadlines
13. Hyper-focused organizational skills and attention to detail
14. Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases
15. Proficient with accounting software and standard office and accounting equipment
16. Proficient with Microsoft Office Suite or related software

EQUIPMENT AND TOOLS USED:

Computer equipment, printers, fax machine, telephones, calculators, and copy machine.
This list is a representation of the type of tools and equipment used.

OTHER REMARKS:

1. The employee must occasionally lift and/or move up to 25 pounds.
2. Notary designation within 6 months of employment
3. Must have completed Municipal Clerk training within 4 years of employment

Residency Requirements: It is desirable that the employee reside within a 30-minute drive from City Hall.

Salary Range: \$51,305-\$62,080

The City of Huxley is an equal opportunity employer.

The job duties described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The City of Huxley grants veteran's preference on positions with a minimum of an initial interview for all veterans who claim and are eligible for preference.

***JOB DESCRIPTION
CITY OF HUXLEY***

POSITION: BUILDING & GROUNDS CUSTODIAL/MAINTENANCE EMPLOYEE

FULL-TIME HOURLY POSITION

DUTIES: The Building & Grounds Custodial/Maintenance Employee is under general administrative direction. The Building & Grounds Maintenance Employee will perform janitorial and general maintenance and cleaning of all required City buildings and grounds to ensure a safe working environment and maintain both the functionality and overall pleasing appearance of the City buildings and grounds. They will also help parks occasionally during Summer months.

SUPERVISES: NA

REPORTS TO: Parks & Rec Director

PRINCIPAL DUTIES AND RESPONSIBILITIES:

1. Plans, prepares and recommends repairs and projects out of the ordinary to Parks & Rec Director.
2. The general repair of required City buildings to include painting, general carpentry, etc.
3. Maintain the daily/weekly/monthly janitorial services as needed for 3C's Building (City Admin, Parks & Rec, and Library). Check buildings after rentals and functions to make sure everything is in order. (This may be on weekends)
4. Maintain the grounds around all required City Buildings to include such winter items as snow/ice removal for sidewalks adjacent to required buildings and providing safe pedestrian access and non-winter items such as mowing grass (as directed), weed control and general grounds maintenance.
5. Submit order requests for janitorial and maintenance supplies and paper products to the Parks & Rec Director and keep proper inventory.
6. Develop work schedule with minimum interruptions and interference of work in various offices.
7. Work will include maintenance and cleaning of exterior of building as well as interior.
8. Clean, sanitize and maintain restroom areas and keep all soap dispensers, toilet paper and paper towels filled. This will include cleaning toilets, urinals, floors, etc. frequently.
9. Assist other departments with cleaning and maintenance as directed or as scheduling permits

10. Monitor and maintain park restrooms at beginning and ending of each week throughout Summer.
 11. The following is a representation of duties and does not indicate a complete list only a sampling:
 - a. Clean restrooms minimum three times a week
 - b. Clean windows
 - c. Water plants as needed
 - d. Vacuum minimum three times a week
 - e. Mop floors and shampoo carpets and rugs occasionally
 - f. Dust and clean furniture (chairs, tables, etc.) and stairs
 - g. Empty wastebaskets as needed
 - h. Clean snow from sidewalks
 - i. Work with contractors on building service and maintenance.
 12. Assist other departments as needed.
 13. Perform related duties as assigned.
-

ENTRY REQUIREMENTS:

1. Must have the ability to walk long distance on a daily basis.
 2. Be available to perform weekend duty as assigned and needed, including Safe Room and Nord Kalsem rental inspections and snow removal on sidewalks.
 3. Must have high school diploma or equivalency.
 4. Some experience in the proper maintenance and repairs of building appurtenances.
 5. Must be able to perform duties under various weather conditions and work conditions.
 6. Experience in the operation and maintenance of small power tools.
 7. Ability to establish and maintain effective relationships with co-workers and the public.
 8. Must be able to be trained in first aid and CPR.
 9. Job duties will require the ability to lift in excess of 30 pound without difficulty.
 10. Must be able to work from ladders to perform duties at various heights.
 11. Must take physical and receive approval.
-

REQUIRED SPECIAL QUALIFICATIONS:

1. None

EQUIPMENT USED:

The use of such items, but not limited to the following; Computer, copy machine, telephone, lawn equipment, power tools, power washer and janitorial equipment.

OTHER REMARKS:

1. Shall be available for off-hour emergencies.
2. Be in good physical health.
3. Be able to work in hot and cold weather.
4. Be able to pass a pre-employment drug and alcohol test.
5. Be able to perform standing work for long periods of time

Residency Requirements: It is suggested that the employee reside within 30 minutes of the Ballard School District.

The City of Huxley is an equal opportunity employer. EOE

The job duties described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The City of Huxley grants veteran's preference on positions with a minimum of an initial interview for all veterans who claim and are eligible for preference.

COUNCIL COMMUNICATION

AGENDA HEADING:

Consideration of Sale-Items Related to City Owned Property Lot 25 Railroad Subdivision
(Amphitheater excluded)

SUBMITTED BY: Rita Conner, City Administrator

SYNOPSIS:

City Council received two offers to purchase city owned property on S. Main Avenue, referenced in the attachments. Notification was published to advise of the receipt of offers and the City was also able to accept additional proposals. None have been received.

Council may elect to do one or more of the following, or additional actions preferred by Council:

- Reject both proposals based on the offers being under the estimated Fair Market Value for the area.
- Select a purchaser based on the economic differences in the offers and the City's best return on investment for the cash value of the property.
- Take no action
- Direct City Administrator to develop general minimum development criteria and location of City park and civic assets, trail, mature trees and bridge, potential development assistance scenarios and cash flow estimates to offer the property for purchase proposals at a later date.

FISCAL IMPACT: YES

- Fair market value estimate provided between \$1 and \$1.25/Sf (\$45,520-\$56,900)
- Offers are both below this estimate (\$22,800 and \$25,000)
- Both applicants have requested assistance with future property taxes through project-generated TIF, which can be individually negotiated based on Council's goals for the property, the investment made and recognition of site design and building construction, if approved, to be compatible with the general goals of the Main Avenue Revitalization Plan

ADDITIONAL INFORMATION:

Considerations outlined below.

- Determination of zoning classification that Council wants the area to be
- Property legal description must be amended to remove amphitheater for any sale to occur
- Comments from City staff provided
- Any additional evaluation for potential need to remain a City asset and part of the park system. Tree Board and Park & Rec Commission
- Bridge
- Timeline for development, if approved

COUNCIL COMMUNICATION

BOARD/COMMISSION ACTION(S): NONE

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

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.

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 1st 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 _____

CYBOWER RENOVATION



CYBOWERRENOVATIONS@GMA
IL.COM



515-802-7026

306 LRSON DR HUXLEY

CITY OF HUXLEY

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



Cybowar 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.

Lot west of fire station:

- Snow storage area for snow removal operations saving the city on personnel labor, equipment and hauling expenses to haul snow off main street from daycare to railway. This holds a lot of snow from this area and without it we would have to stockpile on the street until snow operations have ceased and we would then have to come back and remove it to haul it to another site adding more personnel hours to the day and creating overtime and having the wear and tear on equipment to haul it off and find another site to haul it to which contributes to more fuel expense. This has been very beneficial to have this lot over the years to hold the snow storage.
- Existing sand volleyball for prairie fest activities and for community use throughout summer for family's and kids.
- Seasonal portable Ice rink.
- Parking for fire and EMT personnel.
- Staging area for prairie fest activities.
- Staging area for outside fire training with jaws of life, Etc.
- Existing fire station site. Cost to remove and replace existing fire station if it had to be demolished and finding more ground.

Railroad Park South lot:

- Nice, wooded area for park amenities.
- Hate to lose all the tree growth.
- Connection to bridge for more historical attraction to parks.
- Future nature trail for families and kids with minimal tree removal and small picnic areas and or benches and picnic tables.
- Tree identification and learning area.
- Environmentally green area and tree space that we need in a park space that would be lost. Derecho was not good to the other parks and wiped out a lot of tree growth.
- Future site of a permanent ice-skating rink that would not have to be installed seasonally.
- Buffer of trees between industrial and commercial zoning to the south.
- Very hard to replace this sensitive and historical area once gone.
- Nice buffer between amphitheater with unsightly commercial buildings in background that would not mix well with railroad park.

5/3/2022

Bullet points on existing city ground

Old Water Plant (302 East First Street):

- Houses existing map and file room for City's maps and files.
- Daily distribution samples are done at this facility for total and free chlorine monitoring in the system.
- Meter test bench and meters are stored in this facility.
- Storage of other city materials and supplies.
- Storage of City sound Equipment.
- Large 30" storm sewer that has to be protected and easement provided on east side of building and on east side of entire lot out that empties in the old railroad waterway to the south of the property.
- #4 well house and abandoned #4 well on lot. Small storage area for city supplies.
- Well head #3 capped below the ground between ground storage tank and well head house #4.
- Ground storage tank still on lot. 240,000-gallon capacity. Still value with this tank if sold. Need to sell ground storage tank.
- High service pump house still on grounds that stores city equipment and supplies.
- Existing aerator that needs to be sold and removed from lot.
- 8-inch water main along southern edge of lot connected to six-inch water main and hydrant.
- Housing potential for ambulance personnel.
- Need a replacement building before this is sold that would cost money and another site.

Lot east of fire station:

- 8" water main along north edge of lot. Needs to remain in place and easements provided before any sale.
- Well #4 well house and capped well on lot.
- 10' paved bike trail and pedestrian access and City personnel access for City staff for maintenance and upkeep.
- Possible future additional building site for more Fire station for housing emergency fire and EMT vehicles with shared driveway for access.
- Good, centralized location for fire station with easy access and departure routes from station.
- Would not recommend lot for housing due to access and having to share a driveway with emergency response vehicles.
- 18" storm pipe that runs diagonally across lot from the northwest corner of railway and second Avenue to the Bike trail.
- Lot would have to be re-platted to protect access to fire department driveway and slab.
- No additional land needed for future fire station expansions.

HUXLEY, IOWA

September 8-9, 2021



Conducted By:

Iowa Downtown Resource Center



IOWA ECONOMIC DEVELOPMENT AUTHORITY
1963 Bell Avenue, Suite 200 | Des Moines, Iowa 50315
PH: 515.348.6180 | James.engle@iowaEDA.com

[iowaeda.com /](http://iowaeda.com/)

iowaeda.com/downtown-resource-center/

ASSESSMENT TEAM

The Iowa Economic Development Authority's Assessment Team included three downtown development professionals:



JIM THOMPSON CMSM, HREDFP, serves as a Downtown Economic Development Specialist covering development for downtown districts for the Iowa Economic Development Authority. He served at the local level in all aspects including program director, board member and volunteer. Jim received certification as a Historic Real Estate Development Finance Professional from the National Development Council. He earned his Certified Main Street Managers credentials through the National Main Street Center. He engages communities in market analysis including data analysis, business retention, recruitment, and implementation strategies. He has also led efforts in tax increment finance, urban revitalization, housing & real estate development, branding and one-on-one business technical assistance for Iowa's communities. Jim serves on the Iowa Rural Development Council Executive Board and leads the Empower Rural Iowa Leadership Taskforce. Jim is the grant administrator for the Community Catalyst Building Remediation grant program. He has over 25 years' experience in community development, retail management and served on a City Council for 10 years. Jim has also served as a consultant for the National Main Street Center, worked in several states and presented multiple times at the National Main Streets Conference.



LIESL SEABERT is a Florida native who moved to Iowa in 2016. She is a licensed attorney and has a background in community development, placemaking, and consensus building. Currently Liesl works as the Rural Community Revitalization Program Manager within the new Center for Rural Revitalization in the Iowa Economic Development Authority. In this role, Liesl is responsible for managing the Governor's Empower Rural Iowa Initiative, focused on developing policy recommendations addressing rural Iowa concerns through three task forces as well as implementing outcomes. Liesl serves as an ex-officio executive member of the Iowa Rural Development Council, is a member of the Main Street Iowa Advisory Council, is the 2022 Vice President of the APA Iowa Chapter, is a member of the Florida Bar and Georgia Bar, holds a BA from the College of William and Mary, JD from Florida State Law School, and MSP from Florida State University College of Urban and Regional Planning.



DENNIS REYNOLDS delivers award winning master planning, urban design, site design and public art with his unique combination of innovative design; presentation and listening skills; quick hand drawings; and pro-active facilitation of the design process. Prior to creating his own consulting practice, Reynolds Urban Design, he provided senior level design services and leadership at HOK (Kansas City), Sasaki (Boston) and NBBJ (Columbus). He founded and led the innovative HOK S+V+E "Design Studio", facilitating cutting edge multi-disciplined design concepts. His major projects include Ho Chi Minh City's Thu Thiem Peninsula Master Plan, Nanjing Olympic Sports Park (that hosted the 2005 China Games and the 2008 Summer Olympics), The Great American Ballpark for the Cincinnati Reds and the Dubai Autodrome Formula One Racing Community. As Director of Design for a major Midwest real estate development company from 2005 to 2011, Dennis was responsible for groundbreaking projects including the "New Urbanist" Village of Ponderosa and "Shimmer" lakeside terrace. Recent projects include urban design, site design and public art for the

emerging downtown Des Moines Bridge District, the North Kansas City Vision Plan, East Village's City Square, Bondurant's Swings and Fireflies, Overland Park Medical Center's "Heritage" public art trail and Edina Grandview Urban Design Concepts. Dennis has a Bachelor of Arts from Wheaton College with concentrations in Fine Arts, Economics and Group Dynamics and a Masters of Landscape Architecture from Kansas State University. He has served on both the Urban Design Review Board for the City of Des Moines and the Iowa Urban Land Institute Board, volunteers for multiple Dog Rescue groups and provides therapy dog visits with Mister Cotton.

OVERVIEW

The following report summarizes the observations and recommendations resulting from an Iowa Downtown Resource Center Walk Around conducted in Huxley, Iowa on September 8-9, 2021. In preparation of this report, the Assessment Team learned about Huxley's development history and plans for future development.

This Downtown Walk Around report and recommendations for Huxley are based on the Team's downtown development experience. Their beliefs are grounded by the philosophy that for Downtown to re-establish itself as the social and commercial center of the community—the physical heart and soul of the city—Downtown must become more valuable physically, economically, socially, and politically.

INTRODUCTION

HUXLEY, (pop 4,244) the Heart of the Prairie, is a welcoming community in Story County. Huxley's location between Ames and Ankeny/Des Moines has led to steady growth, but the community has maintained its small-town atmosphere. Each year the community gets together for the annual Prairie Festival. The community and Ballard Community School District support each other. Some call Huxley "a bedroom community" which this team considers a real compliment because your residents choose to live in Huxley. In reality, 1,691 residents drive out of town to work, but 1,081 out of towners drive to Huxley to work.



Downtown Huxley has seen disinvestment through the years, largely due to traffic routes to the east and the development that comes with it. The downtown is off the beaten path. The downtown has few buildings and businesses and most of the buildings that still stand are in dire need of attention. A new business like Fenceline Beer Lab gives people a reason to turn west into the downtown area. Almost all Huxley residents would welcome efforts to bring back the downtown. This was evident on this two-day visit. People showed up and expressed concern. Some would keep it simple and focus on cleaning the downtown up. Others would like to see more aggressive actions to create a place where people can go to do business, walk, have a cup of coffee, and enjoy events. Few people want to abandon it. Downtown is a symbol of:

- Economic Health
- Public & Private partnership
- Local quality of life
- Local pride
- Community history

DON'T GIVE UP ON THIS!

CAPACITY BUILDING

The establishment of a structure of leaders, volunteers, organizations, cooperation, ideas, and funds is essential for a community to reach its vision and consistently complete positive projects. It is extremely important for Huxley to identify leaders. Look around the table. Who isn't here that should be? Consider demographics, talents, occupations, etc.

Being a welcoming community to residents and businesses that actively seeks their involvement is CRITICAL to a community's success. Find out what people are passionate about and respond by getting them involved in projects that match their interests.

RESOURCES & IDEAS FOR LEADERSHIP DEVELOPMENT & CAPACITY

Action Steps:

- Get involved with Empower Rural Iowa which offers the following grant programs in which we feel are perfect for Huxley:
 - [Rural Leadership Bootcamp Grant](#): This grant provides training, mentorship and funding to rural communities and regions initiating a leadership program.
 - [Rural Leadership Exchange](#): This annual event is an opportunity for you to network and hear best practices in the area of leadership development from organizations across the state
- Consider a [Power of Connections Grant](#) through the Iowa Rural Development Council (IRDC) and ITC Midwest. This economic development program is designed to pair rural communities seeking assistance with IRDC resource teams. Those teams drive both community conversations and solution development for problems and projects. Grants up to \$5,000 may be awarded for capacity building, strategic planning, studies, or assessment. Contact IRDC Executive Director Bill Menner for more information at director@iowardc.org
 - [Rural Child Care Market Study Grant](#): Planning for the success of your community is bigger than just comprehensive plans or leadership programming, understanding the needs of your workers and residents is a huge part of community viability. Childcare is a challenge across rural communities in Iowa and across the nation. However, the solutions are often more complicated than the construction of a new facility. The Rural Child Care Market Study Grant program seeks to support the use of data and analysis by rural communities to determine the specific needs and solutions for their area. \$10,000 grant award.
 - [Rural Innovation Grant](#): This Empower Rural Iowa Program seeks to support creative, non-traditional ideas that focus on current issues and challenges faced by rural communities associated with the themes of community investment, growth, and connection. Up to \$20,000 grant award.

ATTRACTION & RETENTION

Action Steps:

- Look at and consider incentives to attract and engage people. For example:
 - [Clinton, Iowa](#), a Home Base city, offers incentives to veterans to relocate to Clinton. Incentives like reimbursements for interview travel expenses, home purchase closing costs reimbursements, and a Clinton County Business License fee waiver for veterans opening a business.

- The Dubuque Community Foundation is developing an incentive program (funded in part by the Rural Innovation Grant) to place teachers in rural communities and engage them in local activities.
- Johnson City, Tennessee developed the Johnson City Remote program which gives new residents up to \$5,000 when they work remotely from Johnson City, including a gift certificate towards the purchase of a bike or kayak to promote local recreational assets.
- The Rural Return Grant Program, offered through the Center for Rural Revitalization, seeks to support creative programming that attracts new residents to move and/or work in rural communities.

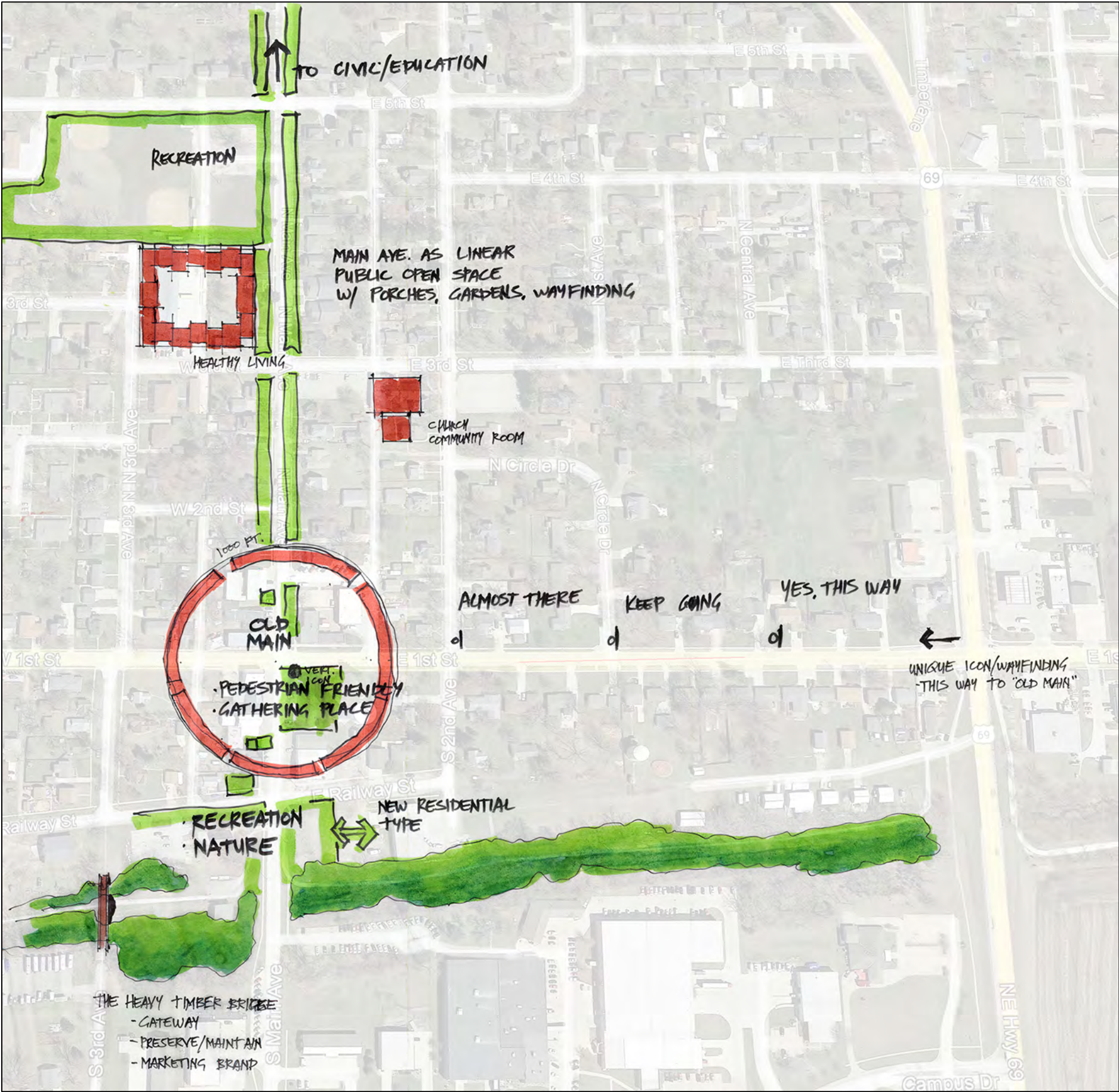


VISION & REDEVELOPMENT

Every community/downtown needs a plan. This includes community driven ideas, rehabilitation and new sites, development of ready sites and connections to recreation. Downtown Huxley is perhaps more of a blank slate than your typical downtown because of the lack of density, vacant lots, and vacant buildings. Downtown is a place to come together as a community, a place that is 1) safe; 2) comfortable; and 3) interesting. The following recommendations address those three things and how Huxley can get there one step at a time.

Action Steps:

- Downtown Huxley...what is it known by? Old Main? Help establish identity. Name it.
- Use unique icon/signage/art on the corner of Hwy 69 and 1st Street. Indicate "Old Main is this way!" Place recurring "Burma Shave" signs on that route (all the way to the downtown) with messages like, "Almost there!"
- The vegetation on the south edge of the downtown provides a beautiful backdrop to the amphitheater and district. The heavy timber bridge is great. Maintain this feature. Make sure it is linked to the trail system.
- A good rule of thumb for a compact downtown core is 1,000 feet. This is a doable focus area for downtown Huxley. Think of downtown as a "linear park"....a place to interact.





- SAFETY ART ICON BOLLARDS @ 20' OC X 12' HT
- PROTECT PEDESTRIANS AND BUILDINGS
- PROVIDE COLOR, INTEREST... TELL A STORY THRU ART
- CALL FOR ARTISTS/HIGH SCHOOL ART & THEATRE CLASS

- RESTORE ORIGINAL FACADES
- ± 20' DEEP LINER RETAIL
- FLEXIBLE SPACE @ 2 BAYS: 25' X 20' EA.
- TRANSOM SIGNAGE
- INSET ENTRIES

- MARKET COURTYARD
- SMALL SHOPS 7' X 12' @ 4 (POP-UP PODS)
- STICK BUILT OR REPURPOSED SHIPPING CONTAINERS
- ART WALL
- SHORT TERM LEASES/SEASONAL/EVENTS

Action Steps:

- The rehabilitation of the International Building would be a transformational project for downtown Huxley and potentially create development ready business space. Consider the Community Catalyst Building Remediation grant. Restore original facades with first 20 feet for two commercial spaces. Feature transom signage and recessed entries.



- Install aluminum art bollards to the south of the building to protect pedestrians. Make a call to artists.
- Develop a market courtyard by adding an art wall and four popup buildings north of the International Building for retail incubator space or a crowd building business such as popcorn stand. Execute short-term leases. Add a trailhead shelter (Norwegian influenced) to serve as another place to meet and enhance the first impression some users of the downtown see. Include trail maps, water, bike maintenance, and features that tell Huxley's story.
- Add interactive public art by the exercise equipment park along the trail to beautify and strengthen the link between the park and downtown district. Examples include musical sculptures, engaging murals, or functional art pieces such as benches, trash bins, and bike racks.
- Long-term goal: Single family homes/cottages (in block across street from park) with front porches, shared gardens, and yards. This would also serve as a great location for ice rinks, volleyball, and hockey to bring people downtown.
- Add Norwegian influenced trailhead shelter to serve as another place to meet and enhance the first impression some users of the downtown see. Include trail maps, water, bike maintenance, and features that tell Huxley's story.





Action Steps:

- One block north of amphitheater park, strengthen connection to the park with an outdoor market and indoor market in building where apartment unit is currently being done. Create a respite spot in the space north of this building with a bench and tree.
- Build a new stick-built 2-story building to create density in the middle of this block (in vacant lot), ideally for food & beverage on first floor and 2nd floor residential. Add parking in alleys and install video art on blank wall by garden.
- Add color and detail to Fenceline Beer Lab and all of your downtown buildings.

PLACEMAKING FEATURES – The simplest definition is “placemaking is the process of creating quality places that people want to live, work, play and learn in.” To accomplish this goal in downtown Huxley, consider the mix of uses, recreational elements, safety/accessibility, feeling of connectedness, aesthetics, and branding. Huxley claims a rich culture and history, tied to its heritage. This culture can help develop a strong sense of place in the downtown.

Action Steps:

- Consider ways to activate underused spaces with art, seating areas, and lighting.
- Ensure there are places for people to gather, both casually on a daily basis and for larger events or activities. There are multiple parks that currently serve the large event needs. How are these spaces connected to the downtown?
- Consider community projects to beautify areas, such as a yarn bomb, public interactive mural project, or community garden space (in containers or an underutilized green space within downtown).
- Add charm, functionality, and heritage to streetscape design through lighting, signage, trash bins, banners, bike racks, benches, planters, etc. Consider how all the pieces of the streetscape interact and complement each other.

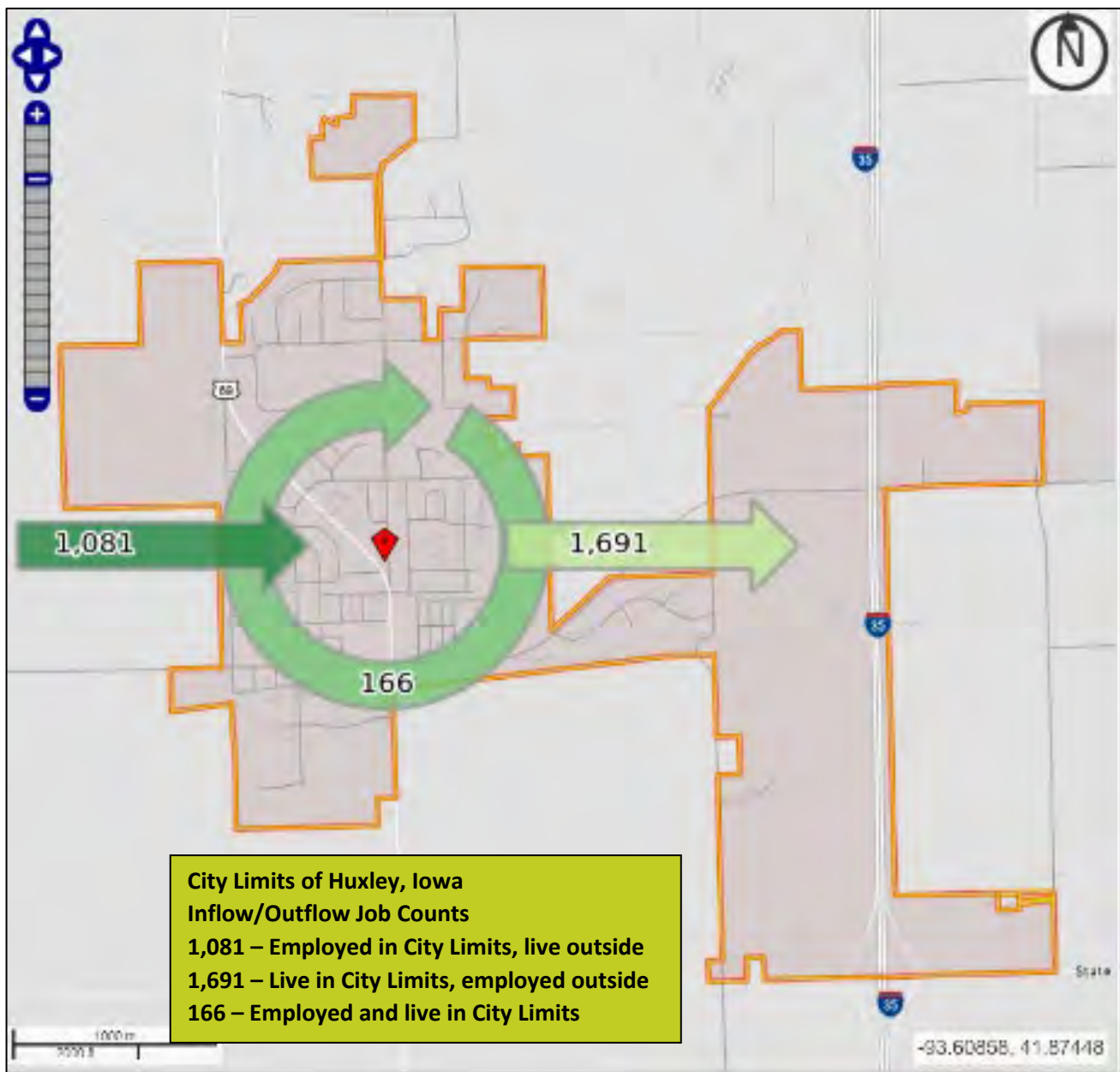
COMMUNITY ACTION

This report lays out ideas for Huxley to build capacity to be in a better position to influence change in the downtown and many recommendations to liven up public spaces, rehabilitate or build new structures, connect the business community with recreation and bolster potential business offerings. But community leaders must also consider policies and projects that spur this kind of development to happen.

Buildings, vacant lots, and other challenges have existed in downtown Huxley for so long..... residents may not be able to envision downtown's future potential or think that it could ever be a place they would someday frequent.....investors also may not be able to see the possibilities. Changing perspectives of your residents and building investor confidence is not easy, it doesn't just HAPPEN. In order to set the stage for the future success of downtown, a group of committed leaders must come forth to establish priorities and benchmarks that drive incremental improvements. Here are additional recommendations.

Action Steps:

- More than 1,081 people that do not LIVE in Huxley – WORK in Huxley. If housing were readily available, would they consider living in Huxley? 50% of occupied homes in Huxley are occupied by one person. Would these owners be interested in safer, lower maintenance situations, thus opening housing opportunities for others? There appears to be ample opportunity for active adult or age in place housing in Huxley. This must start with identifying the vacant homes, coupled with the opportunity to create a more appropriate local housing inventory.
- Nothing says community pride more than the condition of its downtown buildings. Buildings are what makes a downtown unique. To have a successful downtown that attracts residents and visitors, you simply must look GOOD. This isn't simply an aesthetics challenge. Business growth and activity are much more likely to happen if investors have CONFIDENCE in the district. They must be able to SEE the possibilities. Demolition by neglect is alive and well in Huxley. Some of the downtown buildings have seen such limited maintenance that they are far from being business ready.



- The cost of a vacant, commercial building to a community is staggering. (see below)
- Develop both incentives and ordinances so this will not happen in the future.
- Inventory every building in the downtown district.
 - A great place to start is with the Beacon report on each address.
 - Current ownership and use should be the priority.
 - Start a dialog with building owners
- Leverage local incentives to maximize state and federal programs. Pick a couple of these opportunities and match them up with Huxley buildings. For example, the Community Catalyst Building Remediation program has potential in downtown Huxley.

\$220,000

Cost to the Community

Building Owner	\$8,400 in rents \$5,040 in property value
Local Government	\$100 in property tax \$5,000 in sales tax
State Government	\$15,000 in sales tax
Utility Companies	\$4,700 for utilities, telephone and internet
Banks	\$39,500 in loan demand \$2,200 in bank fees and interest \$17,000 in deposits
Suppliers	\$1,300 in maintenance and repairs \$500 in printing and copying \$900 in supplies
Professional Services	\$2,700 in insurance premiums \$900 in legal and accounting fees \$500 in property management fees
Media	\$6,200 in advertising, marketing and PR expenditures
Workers	\$56,800 as employees of that business \$31,500 in business owner's compensation and profit \$24,100 workers elsewhere in the community

SOURCE: Estimates of the cost of an empty building were based, in part, on RMA® Annual Statement Studies.

STATE INCENTIVES:

[Downtown Revitalization Fund](#)
[CDBG Community Facilities & Services](#)
[Community Catalyst Building Remediation](#)
[Nuisance Property & Abandoned Building Remediation](#)
[CDBG Housing Rehabilitation](#)
[Workforce Housing Tax Credit](#)
[Redevelopment Tax Credits](#)

[Historic Tax Credits](#)
[Historic Preservation Tax Credit](#)
[Federal Tax Credit](#)
[Property Tax Exemption](#)
[ADA Federal Tax Credit](#)
[Empower Rural Iowa](#)
[Rural Housing Assessment Grant Program](#)
[Rural Innovation Grant Program](#)

Action Steps:

- Develop mini grants for projects like signs, paint, awnings, slipcover removal, windows, etc.
- Huxley has a first-floor housing ordinance. Enforce this. Nothing stops a downtown from realizing its development goals, business needs and pedestrian traffic more than commercial space housing.
- Investigate options for new ordinances.
 - Minimum Maintenance Ordinance. This ordinance requirement is intended to preserve the structural integrity of the building and property values while assuring a clean and attractive community.
 - Vacant Building Ordinance. This ordinance addresses current or future vacant commercial and industrial buildings which are dilapidated, unsafe, or inadequately maintained creating or contributing to blight. The city seeks to assure the property maintenance of vacant buildings for the purpose of preserving and promoting public health and safety and preventing public and private nuisances and potential fire hazards.
 - Vacant Building Registry. Owners have 30 days from the date the building becomes vacant to file this form. The cost to register is free for the initial filing and the first 6-month period. If after the six-month period the building continues to remain vacant, an inspection of the building will be made, and a fee will be charged. Each subsequent one-year period of vacancy will trigger a re-inspection and fee. Owner is responsible for all exterior and interior as well as lot maintenance. Failure to properly maintain the vacant building could result in increased renewal fees.
- Become more familiar with historic property redevelopment and become more proactive in rehabilitating downtown properties. Visit other communities that have made an impact in their downtown with building rehabilitation initiatives. Talk to them about their challenges, the designs of the buildings, financing, etc. The Iowa Downtown Resource Center can help you identify communities that have had success. Examples would include Jefferson and State Center, Iowa. These communities have done amazing things with downtown buildings that many residents would have considered ready for the wrecking ball.
- Organize a downtown walking tour with city officials, business owners and residents after Huxley receives the Downtown Assessment report. Ask tour takers to jot down red flags, opportunities, and ideas. Meet after the tour and get these things on paper. Prioritize ideas from the walking tour.
- Share the results of the Assessment report. Talk to local partners. Prioritize the recommendations and look for some quick, easy wins.
- Develop a task force to carry out the prioritized projects. Give quarterly updates to the community.

- Typically, when assessing a downtown, time is spent on generating leads for business recruitment, developing new events, etc. In Huxley's case EARLIER attention needs to go into improving aesthetics and functionality of buildings and spaces BEFORE more people are brought downtown. However, some modest efforts can be made to start promoting downtown Huxley as a place to invest like this simple sign that shows a downtown space just yearning to be turned into a business.



SUMMARY

We thank Huxley for inviting us to evaluate your downtown. Huxley has opportunities to improve what the downtown has to offer. And half of the battle is almost always finding leaders that care about the downtown and want to see something happen. Huxley has that. The condition of the downtown buildings, improvement of public spaces and connections are priorities. We hope our recommendations can help community leaders and volunteers develop plans for even more successful projects. We encourage you to get together and talk to determine what your priorities are and assign which organizations can begin addressing them. Now may be a good time to survey residents to gain their insight on local issues and to help identify priorities to address moving forward. Don't become another suburb. Do what you can to include your history, culture, and unique characteristics including your Norwegian heritage, train stop history and location on the regional bike path. Get involved. Come to the [Iowa Downtown Conference](#). Subscribe to our [newsletter](#). Stay connected!

RESOURCES:

10 Great Examples for Huxley:

- [Characteristics of a Successful Downtown](#)
- [A Checklist for Rehabilitating Historic Buildings](#)
- [4- to 3-Lane Conversion](#)
- [Better Block](#)
- [Tactical Urbanist's Guide](#)
- [Project for Public Spaces](#)
- [8 80 Cities](#)
- [Sustainable Development Code](#)
- [Creative Placemaking & the Arts Resource Guide](#)
- [Creative Placemaking Manual](#)

Design Renderings – click [here](#) to download the design renderings developed for Huxley, Iowa by the Iowa Economic Development Authority.

Online Resources – The Iowa Downtown Resource Center (IDRC) has gathered a wide variety of community resource examples to help further your local revitalization initiatives. Click [here](#) to review examples ranging from promotional activities, fundraising, market analysis, downtown housing, public spaces, etc.

COUNCIL COMMUNICATION

AGENDA HEADING:

Approve re-paving sidewalk at Centennial Park and pave entry off Northpark Blvd.

SUBMITTED BY: Heather Denger, Parks and Recreation Director

SYNOPSIS:

The condition of the path at Centennial Park is hazardous and needs replaced (see pictures). There are multiple large cracks, tree root damaged areas, and low spots along the path. The entry at Northpark Blvd. is currently gravel and stone is constantly displaced into yards and back onto Northpark Blvd. Current budget has \$50,000 set for paving improvements. This is a great opportunity to get some minor work done at Centennial Park. If we do not get these two items done this Spring no paving projects will get done this year as we will not have time to get bids for other projects..

FISCAL IMPACT:

Paving path (\$20,336) and entry (\$20,341) totaling \$40,677

ADDITIONAL INFORMATION:

See attached pictures.

BOARD/COMMISSION ACTION(S): APPROVAL

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

Sign agreement and return ASAP.

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.



Centennial Park PATH May 2022



Centennial Park PATH May 2022

Centennial Park entry off Northpark Blvd.



INROADS

ASPHALT PAVING + MATERIALS

Project: Huxley Centennial Park HMA
Contact: Heather Denger

Date:

3/31/2022
Revised

UPDATED

<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	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
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

Customer Representative

RESOLUTION NO. 22-051

**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.

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

PASSED, ADOPTED AND APPROVED this 24th day of May 2022.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 22-051** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 24th 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

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

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

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

To: City Of Huxley Address: 515 N MAIN AVE Huxley, IA 50124	Contact: Rocky Smith Phone: 515-822-3800 Fax:
Project Name: Centennial Park Trail Project Location:	Bid Number: Bid Date: 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
Total Price for above Items:				\$19,018.00

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
Total Price for above Items:				\$25,467.00

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

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TOTAL \$20,336.00

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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.
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 4. Quote valid for 30 Days.

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4224 Hubbell Avenue, Suite 1
Des Moines, Iowa 50317
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

Customer Representative

P.O. Box 3365
Des Moines, IA 50316



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

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

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	1	North Park Blvd Entrance 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

ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Des Moines Asphalt

Brian Beaird

Authorized Signature:

Estimator: Brian Beaird
(515) 240-0209 bbeaird@desmoinesasphalt.com

CITY COUNCIL COMMUNICATION

AGENDA HEADING:

Wood Creek Preliminary and Final Plat Story County Subdivision Two-Mile Review 30450
550th Avenue

SUBMITTED BY: Rita Conner, City Administrator

SYNOPSIS:

GNV, LLC (Jaime Nobiling) has submitted materials to Story County Planning and Development and the City of Huxley for review of a preliminary and final plat for a 2-lot subdivision. One lot is approximately 7.86 acres. The remainder of the property in the plat is approximately 20.15 acres and is planned for sale with no future development intention at this time. Preliminary and final plat are being provided to Council at the same meeting due to the nature of the subdivision, no public improvements, and the timing of the subdivider.

Additional information is below and in the attachments.

ADDITIONAL INFORMATION:

- The property is presented to the City of Huxley under the Iowa Code 2-mile review requirements for land subdivision in unincorporated Story County. Subdivision proposals within 2 miles of the Huxley city limits must go through city review. Plats of survey are also provided to the City for review.
- This review and work with Story County on long range planning assists in the compatible development of areas in the City's growth boundary. It provides ability to forecast for cost effective public utilities and services needed for business, residential and industrial uses
- Long-range planning and potential future public infrastructure expenditures should be considered with rural subdivision development. The subject property is located directly adjacent to the Huxley corporate boundary at 560th Street/Iron Bridge subdivision.
- The subdivider has been asked about annexation into the City of Huxley and is not interested to annex at this time.

RECOMMENDATION FROM PLANNING & ZONING COMMISSION: *Wood Creek Subdivision Preliminary Plat-Story County 2 Mile Review Plat:* The Commission reviewed the subdivision and finds it acceptable. Motion by Mosher, second by Patterson to recommend approval to City Council. Mosher, Frantz, Murphy, Bierbaum, Patterson, Schonhorst voted yes.

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

Direction to City Administrator:

- Approval of consultant team for update of Comprehensive Plan
- Review of Sanitary Sewer by V & K, land use, zoning, growth projections
- Definition of priorities for annexation information preparation, work with legal, and communication with landowners

RESOLUTION NO. 22-052

RESOLUTION APPROVING WOOD CREEK 30450 550TH AVENUE PRELIMINARY AND FINAL PLAT (STORY COUNTY SUBDIVISION TWO (2) MILE REVIEW)

WHEREAS, GNV, LLC has submitted preliminary and final plat materials for City of Huxley review for the Wood Creek 30450 550th Avenue subdivision in unincorporated Story County within two (2) miles of Huxley corporate boundary and;

WHEREAS, the Planning & Zoning Commission reviewed and recommended Council approval of the preliminary plat at their May 16, 2022 meeting.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Huxley, Iowa, as follows:
Approval of the Wood Creek 30450 550th Avenue Preliminary and Final Plat as presented.

Roll Call	Aye	Nay	Absent
Kevin Thompson	___	___	___
David Kuhn	___	___	___
Rory Echer	___	___	___
Niko Pilcher	___	___	___
Tracey Roberts	___	___	___

PASSED, ADOPTED AND APPROVED this 24th day of May 2022.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 22-052** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 24TH day of May, 2022

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

PRELIMINARY PLAT WOOD CREEK SUBDIVISION

ZONE INFORMATION:

CITY OF HUXLEY
DISTRICT "A-1" - AGRICULTURAL HOLDING DISTRICT

FRONT YARD: DWELLINGS AND OTHER PERMANENT
STRUCTURES, AS SET FORTH IN THE DISTRICTS
ULTIMATELY TO BE APPLIED TO THE AREA

SIDE YARDS: DWELLINGS AND OTHER PERMANENT
STRUCTURES, AS SET FORTH IN THE DISTRICTS
ULTIMATELY TO BE APPLIED TO THE AREA

LOT WIDTH: DWELLINGS AND OTHER PERMANENT
STRUCTURES, AS SET FORTH IN THE DISTRICTS
ULTIMATELY TO BE APPLIED TO THE AREA

LOT AREA: 10 ACRE MINIMUM

ADDRESS

30450 550TH AVENUE
HUXLEY, IOWA

OWNER OF RECORD

GNV I LLC
506 E 1ST STREET
HUXLEY, IOWA 50124

SURVEY REQUESTED BY:

JAMIE NOBILING

FIELD WORK COMPLETED:

MARCH 2,2022

FLOOD ZONE:

(ZONE "X") AREA OF MINIMAL FLOOD HAZARD
(ZONE "AE") REGULATORY FLOODWAY
PANEL# 19169C 0286F
EFFECTIVE DATE JANUARY 15, 2021

JURISDICTION:

CITY OF HUXLEY
STORY COUNTY

DESCRIPTION

PARCEL "F" A PART OF THE NORTHWEST QUARTER (NW1/4)
OF SECTION THIRTEEN (13), TOWNSHIP EIGHTY-TWO (82)
NORTH, RANGE TWENTY-FOUR (24) WEST OF THE 5TH P.M.,
STORY COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY
RECORDED ON SEPTEMBER 27, 2019, AS INST. NO. 19-09014,
SLIDE 646, PAGE 3

UTILITY LINE TYPES WITH A QUALITY LEVEL INDICATOR (*) HAVE BEEN LOCATED
PER THE FOLLOWING ASCE STANDARD GUIDELINE FOR THE COLLECTION &
DEPICTION OF EXISTING SUBSURFACE UTILITY DATA" :

- (A) - PRECISE HORIZONTAL & VERTICAL LOCATION OF UTILITIES OBTAINED BY
THE ACTUAL EXPOSURE (OR VERIFICATION OF PREVIOUSLY EXPOSED &
SURVEYED UTILITIES) & SUBSEQUENT MEASUREMENT OF SUBSURFACE
UTILITIES, USUALLY AT A SPECIFIC POINT. MINIMALLY INTRUSIVE
EXCAVATION EQUIPMENT IS TYPICALLY USED TO MINIMIZE THE
POTENTIAL FOR UTILITY DAMAGE. A PRECISE HORIZONTAL & VERTICAL
LOCATION, AS WELL AS OTHER UTILITY ATTRIBUTES, IS SHOWN ON PLAN
DOCUMENTS. ACCURACY IS TYPICALLY SET TO 15- MM VERTICAL & TO
APPLICABLE HORIZONTAL SURVEY & MAPPING ACCURACY AS DEFINED
OR EXPECTED BY THE PROJECT OWNER.
- (B) - INFORMATION OBTAINED THROUGH THE APPLICATION OF APPROPRIATE
SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE &
APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES.
QUALITY LEVEL B DATA SHOULD BE REPRODUCIBLE BY SURFACE
GEOPHYSICS AT ANY POINT OF THEIR DEPICTION. THIS INFORMATION IS
SURVEYED TO APPLICABLE TOLERANCES DEFINED BY THE PROJECT &
REDUCED ONTO PLAN DOCUMENTS.
- (C) - INFORMATION OBTAINED BY SURVEYING & PLOTTING VISIBLE
ABOVE-GROUND UTILITY FEATURES & BY USING PROFESSIONAL
JUDGEMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL D
INFORMATION.
- (D) - INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL
RECOLLECTIONS.



VICINITY MAP

NOT TO SCALE

LEGEND:

	DECIDUOUS TREE		TELEVISION
	CONTOUR LINE		CABLE TELEVISION
	SPOT ELEVATION		WATER SERVICE
	WATER LINE		ELECTRIC TRANSFORMER
	WATER VALVE		FENCE LINE
	FIRE HYDRANT		BOLLARD
	SANITARY SEWER LINE		FIBER OPTIC
	STORM SEWER LINE		ROW
	MANHOLE		SECTION LINE

UTILITY COMPANIES

THE FOLLOWING UTILITIES ARE
PRESENT ON THIS PROJECT

ALLIANT ENERGY	800-255-4268
FIELD ENGINEER	
CITY OF HUXLEY	
JEFF PETERSON	515-597-2561
HUXLEY COMMUNICATIONS	
TERRY FERGUSON	515-597-2281
CONSUMERS ENERGY	
JIM KIDD	641-754-1642
XENIA RURAL WATER DISTRICT	
LAIRD VAN DEE	515-676-2117

	CLEANOUT
	INTAKE
	BEEHIVE INTAKE
	OVERHEAD ELECTRICAL LINE
	POWER POLE
	GUY ANCHOR
	LIGHT POLE
	GAS LINE
	TELEPHONE LINE
	TELEPHONE PEDESTAL
	PARCEL OR LOT CORNER MONUMENT
	GOVERNMENT CORNER MONUMENT FOUND
	SURVEY CONTROL POINT / BENCHMARK



Clapsaddle-Garber Associates, Inc
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

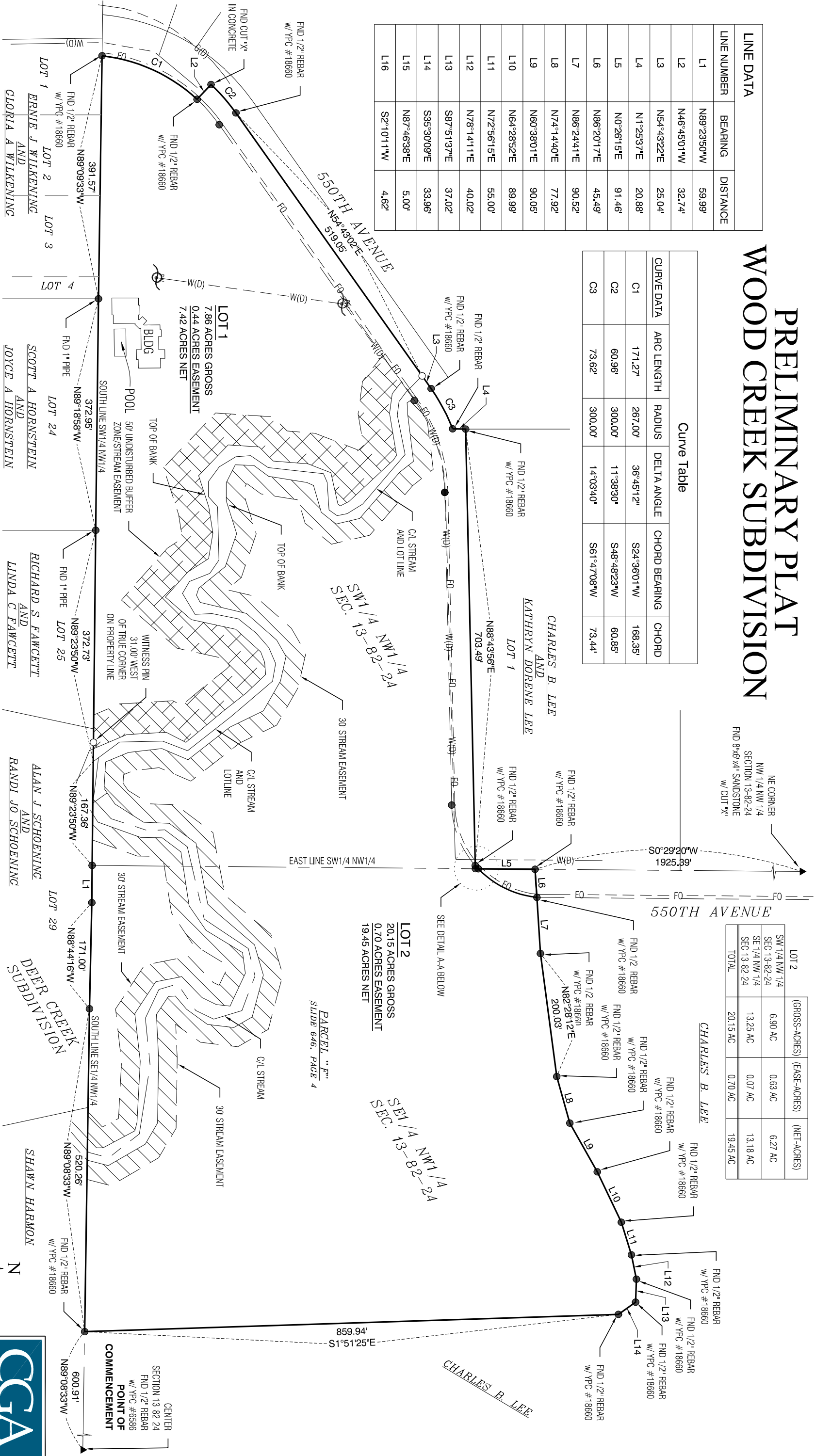
DRAWN	SHEET NO.
CAQ	1 OF 2
DATE	PROJECT NO.
3-1-2022	79452.05

PRELIMINARY PLAT WOOD CREEK SUBDIVISION

LINE DATA		
LINE NUMBER	BEARING	DISTANCE
L1	N89°23'50"W	59.99'
L2	N46°45'01"W	32.74'
L3	N54°43'22"E	25.04'
L4	N1°25'37"E	20.88'
L5	N0°26'15"E	91.46'
L6	N86°20'17"E	45.49'
L7	N86°24'41"E	90.52'
L8	N74°14'40"E	77.92'
L9	N60°38'01"E	90.05'
L10	N64°28'52"E	89.99'
L11	N72°56'15"E	55.00'
L12	N78°14'11"E	40.02'
L13	S87°51'37"E	37.02'
L14	S35°30'09"E	33.96'
L15	N87°46'39"E	5.00'
L16	S2°10'11"W	4.62'

Curve Table					
CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	171.27'	267.00'	36°45'12"	S24°36'01"W	168.35'
C2	60.96'	300.00'	11°38'30"	S48°48'23"W	60.85'
C3	73.62'	300.00'	14°03'40"	S61°47'08"W	73.44'

LOT 2	(GROSS-ACHES)	(EASE-ACHES)	(NET-ACHES)
SW 1/4 NW 1/4 SEC 13-82-24	6.90 AC	0.63 AC	6.27 AC
SE 1/4 NW 1/4 SEC 13-82-24	13.25 AC	0.07 AC	13.18 AC
TOTAL	20.15 AC	0.70 AC	19.45 AC



NOTE:
ALL BEARINGS AND DISTANCES ARE THE RESULT OF G.P.S.
OBSERVATIONS UTILIZING THE IOWA D.O.T. RTN AND STATE
PLANE COORDINATE SYSTEM.

DETAIL A-A

LEGEND:

30' STREAM EASEMENT

50' UNDISTURBED BUFFER ZONE / STREAM EASEMENT

SCALE 1"=150'



0 150'

DATE	PROJECT NO.
2-19-2022	79452.05

CGA

FINAL PLAT
WOOD CREEK SUBDIVISION

DESCRIPTION

PARCEL “F” A PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTY-TWO (82) NORTH, RANGE TWENTY-FOUR (24) WEST OF THE 5TH P.M., STORY COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED ON SEPTEMBER 27, 2019, AS INST. NO. 19-09014, SLIDE 646, PAGE 3

ZONE INFORMATION:

CITY OF HUXLEY
DISTRICT "A-1" - AGRICULTURAL HOLDING DISTRICT

FRONT YARD: DWELLINGS AND OTHER PERMANENT STRUCTURES, AS SET FORTH IN THE DISTRICTS ULTIMATELY TO BE APPLIED TO THE AREA

SIDE YARDS: DWELLINGS AND OTHER PERMANENT STRUCTURES, AS SET FORTH IN THE DISTRICTS ULTIMATELY TO BE APPLIED TO THE AREA

LOT WIDTH: DWELLINGS AND OTHER PERMANENT STRUCTURES, AS SET FORTH IN THE DISTRICTS ULTIMATELY TO BE APPLIED TO THE AREA

LOT AREA: 10 ACRE MINIMUM

UTILITY COMPANIES

THE FOLLOWING UTILITIES ARE PRESENT ON THIS PROJECT

ALLIANT ENERGY	800-255-4268
FIELD ENGINEER	
CITY OF HUXLEY	
JEFF PETERSON	515-597-2561
HUXLEY COMMUNICATIONS	
TERRY FERGUSON	515-597-2281
CONSUMERS ENERGY	
JIM KIDD	641-754-1642
XENIA RURAL WATER DISTRICT	
LAIRD VAN DEE	515-676-2117

ADDRESS

30450 550TH AVENUE
HUXLEY, IOWA

OWNER OF RECORD

GNV I LLC
506 E 1ST STREET
HUXLEY, IOWA 50124

SURVEY REQUESTED BY:

JAMIE NOBILING

FIELD WORK COMPLETED:

MARCH 2,2022

FLOOD ZONE:

(ZONE "X") AREA OF MINIMAL FLOOD HAZARD
(ZONE "AE") REGULATORY FLOODWAY
PANEL# 19169C 0286F
EFFECTIVE DATE JANUARY 15, 2021

JURISDICTION:

CITY OF HUXLEY
STORY COUNTY



() = RECORDED AS

WOOD CREEK SUBDIVISION STORY, IOWA

MARC C. HOODJER
LICENSED
22634
PROFESSIONAL LAND SURVEYOR
IOWA

Preliminary

I hereby certify that this subdivision document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Marc C. Hoodjer, PLS

date

Iowa License Number 22634

My License Renewal Date is December 31, 2022

Pages or sheets covered by this seal:

SHEETS 1 OF 2 AND 2 OF 2

CGA

Clapsaddle-Garber Associates, Inc
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DRAWN

CAQ

DATE

3-1-2022

SHEET NO.

1 OF 3

PROJECT NO.

79452.05

VICINITY MAP

NOT TO SCALE

LEGEND:

	DECIDUOUS TREE		TELEVISION
	CONTOUR LINE		CABLE TELEVISION
	SPOT ELEVATION		WATER SERVICE
	WATER LINE		ELECTRIC TRANSFORMER
	WATER VALVE		FENCE LINE
	FIRE HYDRANT		BOLLARD
	SANITARY SEWER LINE		FIBER OPTIC
	STORM SEWER LINE		ROW
	MANHOLE		SECTION LINE
	CLEANOUT		
	INTAKE		
	BEEHIVE INTAKE		
	OVERHEAD ELECTRICAL LINE		
	POWER POLE		
	GUY ANCHOR		
	LIGHT POLE		
	GAS LINE		
	TELEPHONE LINE		
	TELEPHONE PEDESTAL		
	PARCEL OR LOT CORNER MONUMENT		
	GOVERNMENT CORNER MONUMENT FOUND		
	SURVEY CONTROL POINT / BENCHMARK		

UTILITY LINE TYPES WITH A QUALITY LEVEL INDICATOR (*) HAVE BEEN LOCATED PER THE FOLLOWING ASCE STANDARD GUIDELINE FOR THE COLLECTION & DEPICTION OF EXISTING SUBSURFACE UTILITY DATA* :

(A) - PRECISE HORIZONTAL & VERTICAL LOCATION OF UTILITIES OBTAINED BY THE ACTUAL EXPOSURE (OR VERIFICATION OF PREVIOUSLY EXPOSED & SURVEYED UTILITIES) & SUBSEQUENT MEASUREMENT OF SUBSURFACE UTILITIES, USUALLY AT A SPECIFIC POINT. MINIMALLY INTRUSIVE EXCAVATION EQUIPMENT IS TYPICALLY USED TO MINIMIZE THE POTENTIAL FOR UTILITY DAMAGE. A PRECISE HORIZONTAL & VERTICAL LOCATION, AS WELL AS OTHER UTILITY ATTRIBUTES, IS SHOWN ON PLAN DOCUMENTS. ACCURACY IS TYPICALLY SET TO 15- MM VERTICAL & TO APPLICABLE HORIZONTAL SURVEY & MAPPING ACCURACY AS DEFINED OR EXPECTED BY THE PROJECT OWNER.

(B) - INFORMATION OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE & APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES. QUALITY LEVEL B DATA SHOULD BE REPRODUCIBLE BY SURFACE GEOPHYSICS AT ANY POINT OF THEIR DEPICTION. THIS INFORMATION IS SURVEYED TO APPLICABLE TOLERANCES DEFINED BY THE PROJECT & REDUCED ONTO PLAN DOCUMENTS.

(C) - INFORMATION OBTAINED BY SURVEYING & PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES & BY USING PROFESSIONAL JUDGEMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL D INFORMATION.

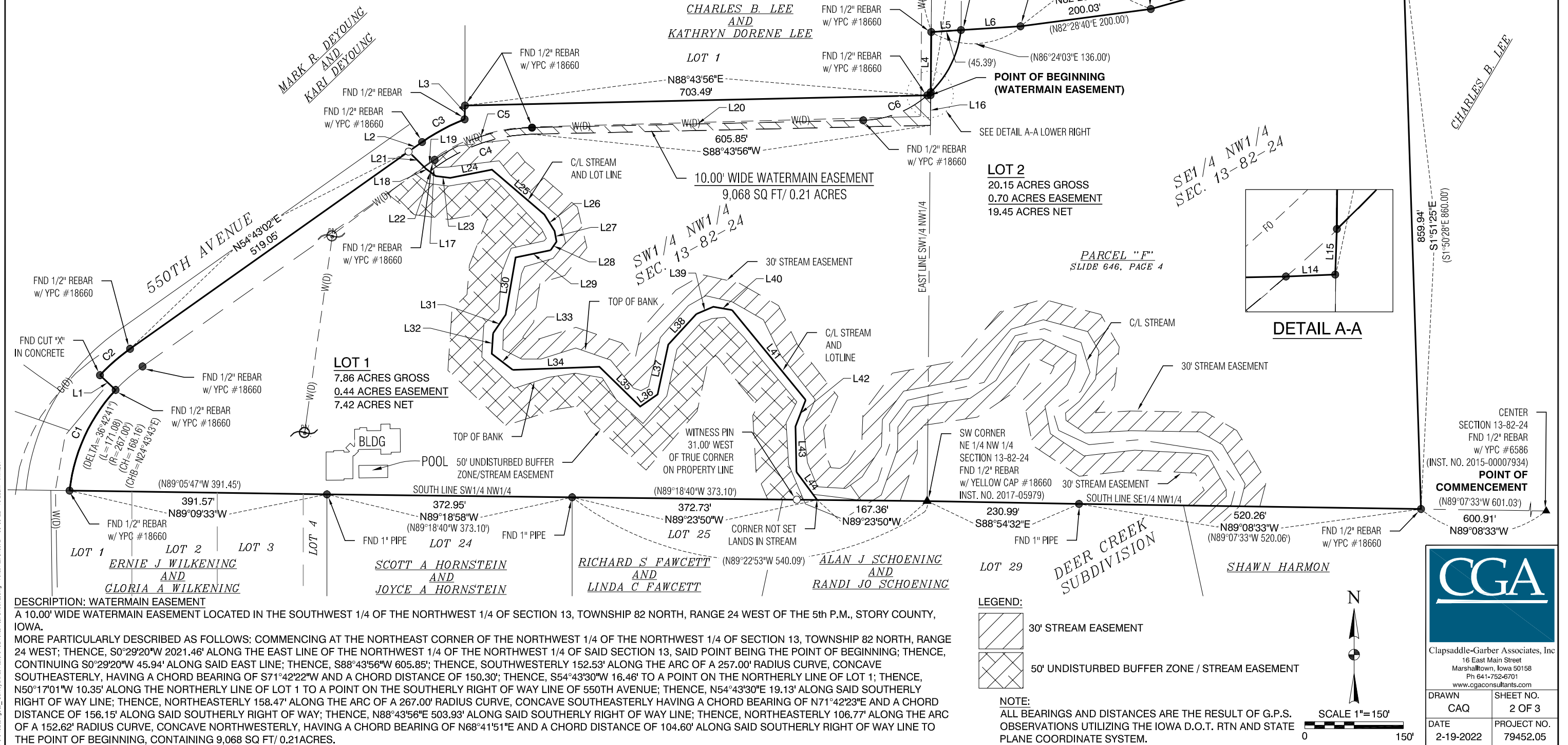
(D) - INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS.

LEGEND: (MONUMENT SYMBOLS ARE ORIENTED TO THE NORTH)		
FOUND	▲	PLSS CORNER FOUND (as noted)
	●	PARCEL OR LOT CORNER
SET	△	1/2" DIAMETER X 30" IRON REBAR W/YELLOW PLASTIC ID CAP (#22634)
	○	1/2" DIAMETER X 30" IRON REBAR w/YELLOW PLASTIC ID CAP (#22634)

J:\79452\mws02_Survey\Final Plat\79452_Final Plat Sheet 1.dwg - Final Plat Sheet 1 - 05-05-22 - 9:26am - 1mm287

Preliminary

NE CORNER
NW 1/4 NW 1/4
SECTION 13-82-24
FND 8"x6"x4" SANDSTONE
w/ CUT "X"
(INST. NO. 2017-06636)
**POINT OF COMMENCEMENT
(WATERMAIN EASEMENT)**



Preliminary

LINE DATA				LINE DATA		
LINE NUMBER	BEARING	DISTANCE		LINE NUMBER	BEARING	DISTANCE
L1	N46°45'01"W	32.74'	(N46°54'56"W 33.00')	L23	S83°04'10"E	22.26'
L2	N54°43'22"E	25.04'		L24	N78°53'47"E	64.62'
L3	N1°25'37"E	20.88'	(N1°07'21"E 20.80')	L25	S49°30'54"E	105.07'
L4	N0°26'15"E	91.46'		L26	S31°37'50"E	29.46'
L5	N86°20'17"E	45.49'		L27	S10°52'36"E	16.39'
L6	N86°24'41"E	90.52'		L28	S34°40'25"W	15.83'
L7	N74°16'40"E	77.92'	(N74°16'57"E 78.00')	L29	S78°25'22"W	54.50'
L8	N60°38'01"E	90.05'	(N60°37'43"E 90.00')	L30	N9°44'35"E	88.45'
L9	N64°28'52"E	89.99'	(N64°31'11"E 90.00')	L31	S34°20'45"W	33.95'
L10	N72°56'15"E	55.00'	(N72°58'23"E 55.00')	L32	S3°46'09"W	31.42'
L11	N78°14'11"E	40.02'	(N78°11'20"E 40.00')	L33	S52°23'07"E	40.23'
L12	S87°51'37"E	37.02'	(S87°55'44"E 37.00')	L34	N87°52'48"E	132.02'
L13	S35°30'09"E	33.96'	(S35°25'44"E 34.00')	L35	S45°35'09"E	86.65'
L14	N87°46'38"E	5.00'	(N88°43'59"E 5.06')	L36	N55°10'18"E	32.29'
L15	S2°10'11"W	4.62'	(N0°30'27"E 4.57')	L37	N12°07'52"E	77.64'
L16	S0°29'20"W	45.94'		L38	N42°28'04"E	63.06'
L17	S54°43'30"W	16.46'		L39	N67°01'03"E	28.16'
L18	N50°17'01"W	10.35'		L40	S80°04'15"E	28.78'
L19	N54°43'30"E	19.13'		L41	S39°19'57"E	176.88'
L20	N88°43'56"E	503.93'	(N88°43'59"E 503.08')	L42	S20°58'19"W	43.21'
L21	S45°19'22"E	37.28'		L43	S1°13'15"E	69.18'
L22	S53°04'05"E	18.31'		L44	S36°29'08"E	52.68'

Curve Table					
CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	171.27'	267.00'	36°45'12"	S24°36'01"W	168.35'
C2	60.96'	300.00'	11°38'30"	S48°48'23"W	60.85'
C3	73.62'	300.00'	14°03'40"	S61°47'06"W	73.44'
C4	152.53'	257.00'	34°00'15"	S71°42'22"W	150.30'
C5	158.47'	267.00'	34°00'19"	N71°42'23"E	156.15'
C6	106.77'	152.62'	40°04'56"	N68°41'51"E	104.60'

(D=11°38'57" L=60.99' R=267.00' CH=60.89' CHB=N48°54'32"E)

(D=14°04'41" L=73.71' R=300.00' CH=73.53' CHB=N61°46'21"E)

(D=33°59'58" L=158.44' R=267.00' CH=156.12' CHB=N71°44'00"E)

(D=40°06'53" L=107.12' R=153.00' CH=104.71' CHB=N68°43'19"E)

CGA

Clapsaddle-Garber Associates, Inc
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DRAWN CAQ	SHEET NO. 3 OF 3
DATE 2-19-2022	PROJECT NO. 79452.05

FINAL PLAT
WOOD CREEK SUBDIVISION

DESCRIPTION

PARCEL “F” A PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTY-TWO (82) NORTH, RANGE TWENTY-FOUR (24) WEST OF THE 5TH P.M., STORY COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED ON SEPTEMBER 27, 2019, AS INST. NO. 19-09014, SLIDE 646, PAGE 3

ZONE INFORMATION:

CITY OF HUXLEY
DISTRICT "A-1" - AGRICULTURAL HOLDING DISTRICT

FRONT YARD: DWELLINGS AND OTHER PERMANENT STRUCTURES, AS SET FORTH IN THE DISTRICTS ULTIMATELY TO BE APPLIED TO THE AREA

SIDE YARDS: DWELLINGS AND OTHER PERMANENT STRUCTURES, AS SET FORTH IN THE DISTRICTS ULTIMATELY TO BE APPLIED TO THE AREA

LOT WIDTH: DWELLINGS AND OTHER PERMANENT STRUCTURES, AS SET FORTH IN THE DISTRICTS ULTIMATELY TO BE APPLIED TO THE AREA

LOT AREA: 10 ACRE MINIMUM

UTILITY COMPANIES

THE FOLLOWING UTILITIES ARE PRESENT ON THIS PROJECT

ALLIANT ENERGY	800-255-4268
FIELD ENGINEER	
CITY OF HUXLEY	
JEFF PETERSON	515-597-2561
HUXLEY COMMUNICATIONS	
TERRY FERGUSON	515-597-2281
CONSUMERS ENERGY	
JIM KIDD	641-754-1642
XENIA RURAL WATER DISTRICT	
LAIRD VAN DEE	515-676-2117

ADDRESS

30450 550TH AVENUE
HUXLEY, IOWA

OWNER OF RECORD

GNV I LLC
506 E 1ST STREET
HUXLEY, IOWA 50124

SURVEY REQUESTED BY:

JAMIE NOBILING

FIELD WORK COMPLETED:

MARCH 2,2022

FLOOD ZONE:

(ZONE "X") AREA OF MINIMAL FLOOD HAZARD
(ZONE "AE") REGULATORY FLOODWAY
PANEL# 19169C 0286F
EFFECTIVE DATE JANUARY 15, 2021

JURISDICTION:

CITY OF HUXLEY
STORY COUNTY



() = RECORDED AS

WOOD CREEK SUBDIVISION STORY, IOWA

MARC C. HOODJER
LICENSED
22634
PROFESSIONAL LAND SURVEYOR
IOWA

Preliminary

I hereby certify that this subdivision document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Marc C. Hoodjer, PLS

date

Iowa License Number 22634

My License Renewal Date is December 31, 2022

Pages or sheets covered by this seal:

SHEETS 1 OF 2 AND 2 OF 2

CGA

Clapsaddle-Garber Associates, Inc
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DRAWN

CAQ

DATE

3-1-2022

SHEET NO.

1 OF 3

PROJECT NO.

79452.05

LEGEND: (MONUMENT SYMBOLS ARE ORIENTED TO THE NORTH)		
FOUND	▲	PLSS CORNER FOUND (as noted)
	●	PARCEL OR LOT CORNER
SET	△	1/2" DIAMETER X 30" IRON REBAR W/YELLOW PLASTIC ID CAP (#22634)
	○	1/2" DIAMETER x 30" IRON REBAR w/YELLOW PLASTIC ID CAP (#22634)

VICINITY MAP

NOT TO SCALE

LEGEND:

	DECIDUOUS TREE		TELEVISION
	CONTOUR LINE		CABLE TELEVISION
	SPOT ELEVATION		WATER SERVICE
	WATER LINE		ELECTRIC TRANSFORMER
	WATER VALVE		FENCE LINE
	FIRE HYDRANT		BOLLARD
	SANITARY SEWER LINE		FIBER OPTIC
	STORM SEWER LINE		ROW
	MANHOLE		SECTION LINE
	CLEANOUT		
	INTAKE		
	BEEHIVE INTAKE		
	OVERHEAD ELECTRICAL LINE		
	POWER POLE		
	GUY ANCHOR		
	LIGHT POLE		
	GAS LINE		
	TELEPHONE LINE		
	TELEPHONE PEDESTAL		
	PARCEL OR LOT CORNER MONUMENT		
	GOVERNMENT CORNER MONUMENT FOUND		
	SURVEY CONTROL POINT / BENCHMARK		

UTILITY LINE TYPES WITH A QUALITY LEVEL INDICATOR (*) HAVE BEEN LOCATED PER THE FOLLOWING ASCE STANDARD GUIDELINE FOR THE COLLECTION & DEPICTION OF EXISTING SUBSURFACE UTILITY DATA* :

(A) - PRECISE HORIZONTAL & VERTICAL LOCATION OF UTILITIES OBTAINED BY THE ACTUAL EXPOSURE (OR VERIFICATION OF PREVIOUSLY EXPOSED & SURVEYED UTILITIES) & SUBSEQUENT MEASUREMENT OF SUBSURFACE UTILITIES, USUALLY AT A SPECIFIC POINT. MINIMALLY INTRUSIVE EXCAVATION EQUIPMENT IS TYPICALLY USED TO MINIMIZE THE POTENTIAL FOR UTILITY DAMAGE. A PRECISE HORIZONTAL & VERTICAL LOCATION, AS WELL AS OTHER UTILITY ATTRIBUTES, IS SHOWN ON PLAN DOCUMENTS. ACCURACY IS TYPICALLY SET TO 15- MM VERTICAL & TO APPLICABLE HORIZONTAL SURVEY & MAPPING ACCURACY AS DEFINED OR EXPECTED BY THE PROJECT OWNER.

(B) - INFORMATION OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE & APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES. QUALITY LEVEL B DATA SHOULD BE REPRODUCIBLE BY SURFACE GEOPHYSICS AT ANY POINT OF THEIR DEPICTION. THIS INFORMATION IS SURVEYED TO APPLICABLE TOLERANCES DEFINED BY THE PROJECT & REDUCED ONTO PLAN DOCUMENTS.

(C) - INFORMATION OBTAINED BY SURVEYING & PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES & BY USING PROFESSIONAL JUDGEMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL D INFORMATION.

(D) - INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS.

J:\79452\mws2_Survey\Final Plat\79452_Final Plat Sheet 1.dwg - Final Plat Sheet 1 - 05-05-22 - 9:26am - 1mm287

ORDINANCE NO. 524

**AN ORDINANCE AMENDING CHAPTER 99 OF THE CITY OF HUXLEY
MUNICIPAL CODE CONCERNING SEWER SERVICE CHARGES.**

Section 1. Be it ordained by the City Council of the City of Huxley, Iowa that Chapter 99 is hereby amended in Section 99.01 by the language as follows:

99.01 SEWER SERVICE CHARGES REQUIRED. Each customer shall pay sewer service charges for the use of and for the service supplied by the municipal sanitary sewer system in accordance with the following:

1. Basic User Fee ~~is~~ \$25.00 per month.
2. Usage Rate shall increase 3% annually on July 1, 2022, July 1, 2023 and July 1, 2024.

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

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

PASSED and approved this _____ day of _____ 2019.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

Record Of Vote of Ordinance No. 524

First Reading _____ (Date)

Roll Call	Aye	Nay	Absent	
Niko Pilcher		___	___	___
Dave Kuhn		___	___	___
Kevin Thompson			___	___ ___
Rory Echer		___	___	___
Tracey Roberts		___	___	___

Second Reading _____ (Date)

Roll Call	Aye	Nay	Absent	
Niko Pilcher		___	___	___
Dave Kuhn		___	___	___
Kevin Thompson			___	___ ___
Rory Echer		___	___	___
Tracey Roberts		___	___	___

Third Reading _____ (Date)

Roll Call	Aye	Nay	Absent	
Niko Pilcher		___	___	___
Dave Kuhn		___	___	___
Kevin Thompson			___	___ ___
Rory Echer		___	___	___
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 524. An Ordinance Amending Chapter 99 of the Huxley Municipal Code of Iowa.

WITNESS MY HAND this ____ day of _____, 2019.

Jolene Lettow, City Clerk

New Terminal Funding Presentation

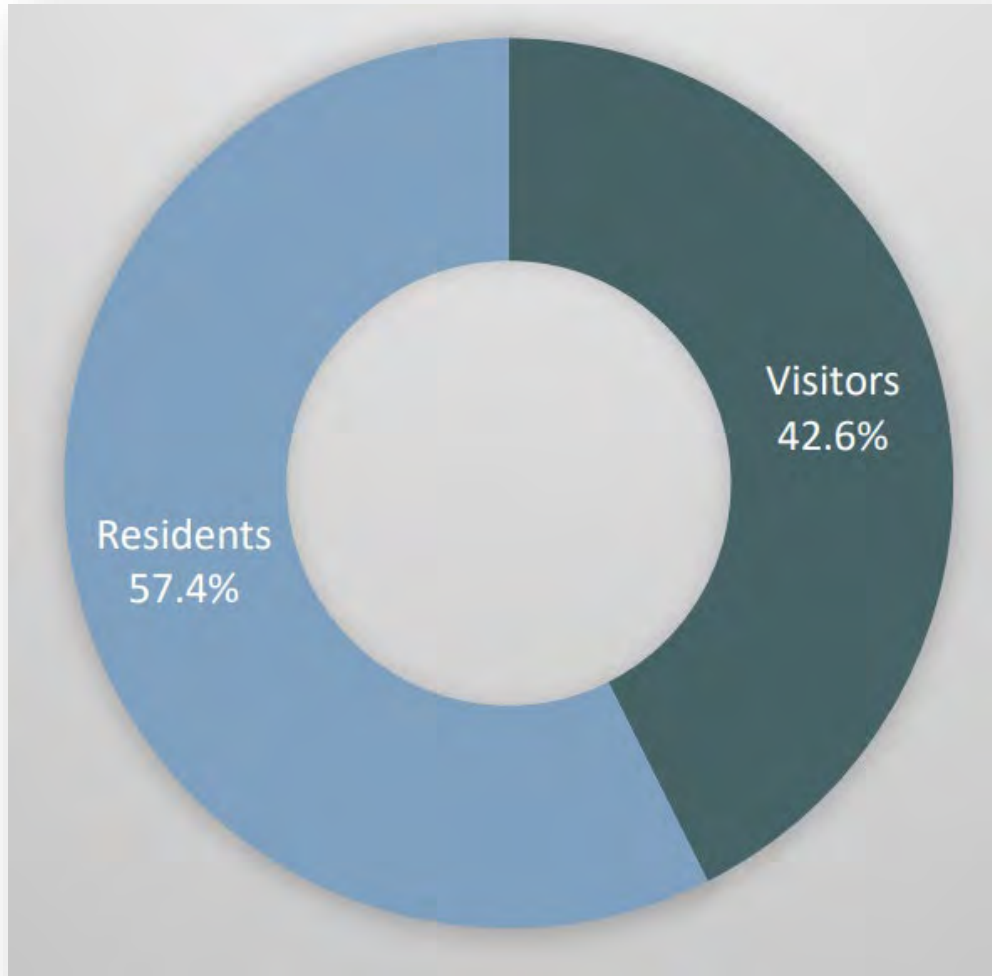




Des Moines Airport Authority

Iowa's Airport

- ▶ The state's largest airport
- ▶ A gateway and hub for commerce
- ▶ 65% of Iowa's commercial traffic and 50% of air cargo
- ▶ Independent from City of Des Moines since 2011
- ▶ Not supported by property taxes



57.4% Originate in DSM's
Catchment Area

42.6% are visitors

*Data from YE 2Q2018

TOP ZIPS USING DSM

Market Share Report (DSM Volume Sort); #1-35

Rank	Zip	Location	Miles From DSM	Pax Using DSM	Pax Using All Ports	DSM Share	DSM Leakage	Pax Using MCI	MCI Share	Pax Using OMA	OMA Share	Pax Using MSP	MSP Share
1	50265	WEST DES MOINES, IA	4	36,859	38,846	94.9%	5.1%	897	2.3%	781	2.0%	-	0.0%
2	50266	WEST DES MOINES, IA	7	35,908	38,433	93.4%	6.6%	1,098	2.9%	1,056	2.7%	-	0.0%
3	50322	URBANDALE, IA	8	31,241	33,468	93.3%	6.7%	922	2.8%	893	2.7%	-	0.0%
4	50131	JOHNSTON, IA	11	28,964	31,373	92.3%	7.7%	955	3.0%	977	3.1%	-	0.0%
5	50023	ANKENY, IA	14	27,634	30,289	91.2%	8.8%	1,040	3.4%	1,001	3.3%	-	0.0%
6	50325	CLIVE, IA	9	26,567	28,605	92.9%	7.1%	866	3.0%	877	3.1%	-	0.0%
7	50263	WAUKEE, IA	12	23,558	25,949	90.8%	9.2%	998	3.8%	1,107	4.3%	-	0.0%
8	50323	URBANDALE, IA	9	22,062	23,710	93.0%	7.0%	695	2.9%	723	3.0%	-	0.0%
9	50021	ANKENY, IA	14	21,211	25,054	84.7%	15.3%	700	2.8%	659	2.6%	-	0.0%
10	50310	DES MOINES, IA	6	20,779	21,933	94.7%	5.3%	505	2.3%	438	2.0%	-	0.0%
11	50312	DES MOINES, IA	3	20,398	21,292	95.8%	4.2%	402	1.9%	339	1.6%	-	0.0%
12	50315	DES MOINES, IA	2	17,328	17,993	96.3%	3.7%	306	1.7%	238	1.3%	-	0.0%
13	50010	AMES, IA	35	16,622	24,003	69.2%	30.8%	1,232	5.1%	1,568	6.5%	-	0.0%
14	50317	DES MOINES, IA	8	14,889	16,814	88.6%	11.4%	349	2.1%	294	1.7%	-	0.0%
15	50014	AMES, IA	35	14,685	18,457	79.6%	20.4%	1,193	6.5%	1,584	8.6%	-	0.0%
16	50009	ALTOONA, IA	13	14,120	16,556	85.3%	14.7%	458	2.8%	356	2.2%	-	0.0%
17	50125	INDIANOLA, IA	14	13,119	14,592	89.9%	10.1%	831	5.7%	452	3.1%	-	0.0%
18	50320	DES MOINES, IA	5	11,430	11,985	95.4%	4.6%	265	2.2%	186	1.6%	-	0.0%
19	50111	GRIMES, IA	14	10,886	11,913	91.4%	8.6%	419	3.5%	468	3.9%	-	0.0%
20	50211	NORWALK, IA	6	10,863	11,489	94.6%	5.4%	320	2.8%	230	2.0%	-	0.0%
21	50327	PLEASANT HILL, IA	10	10,167	11,617	87.5%	12.5%	280	2.4%	210	1.8%	-	0.0%
22	50321	DES MOINES, IA	1	10,096	10,381	97.3%	2.7%	138	1.3%	104	1.0%	-	0.0%
23	50311	DES MOINES, IA	5	8,123	8,473	95.9%	4.1%	160	1.9%	136	1.6%	-	0.0%
24	50208	NEWTON, IA	35	7,517	12,021	62.5%	37.5%	664	5.5%	391	3.3%	-	0.0%
25	50313	DES MOINES, IA	9	7,498	7,934	94.5%	5.5%	186	2.3%	171	2.2%	-	0.0%
26	50226	POLK CITY, IA	18	7,324	8,122	90.2%	9.8%	303	3.7%	348	4.3%	-	0.0%
27	50003	ADEL, IA	20	7,015	8,270	84.8%	15.2%	486	5.9%	681	8.2%	-	0.0%
28	50316	DES MOINES, IA	6	6,277	6,543	95.9%	4.1%	123	1.9%	98	1.5%	-	0.0%
29	50036	BOONE, IA	40	6,268	10,779	58.2%	41.8%	688	6.4%	580	5.4%	2,666	24.7%
30	50219	PELLA, IA	40	5,439	9,878	55.1%	44.9%	844	8.5%	317	3.2%	-	0.0%
31	50158	MARSHALLTOWN, IA	53	5,078	18,073	28.1%	71.9%	717	4.0%	466	2.6%	3,461	19.1%
32	50273	WINTERSET, IA	25	5,023	6,525	77.0%	23.0%	734	11.2%	711	10.9%	-	0.0%
33	50309	DES MOINES, IA	4	4,688	4,842	96.8%	3.2%	74	1.5%	64	1.3%	-	0.0%
34	50501	FORT DODGE, IA	72	4,589	17,302	26.5%	73.5%	1,034	6.0%	1,346	7.8%	8,340	48.2%
35	50201	NEVADA, IA	37	4,560	6,663	68.4%	31.6%	330	5.0%	367	5.5%	-	0.0%

Top Airport Users

- ▶ Ames #13
- ▶ Nevada #35
- ▶ Huxley #46
- ▶ Story City #62

TOP ZIPS USING DSM

Market Share Report (DSM Volume Sort); #36-70

Rank	Zip	Location	Miles From	Pax Using DSM	Pax Using All Ports	DSM Share	DSM Leakage	Pax Using MCI	MCI Share	Pax Using OMA	OMA Share	Pax Using MSP	MSP Share
36	50138	KNOXVILLE, IA	33	4,301	6,480	66.4%	33.6%	631	9.7%	220	3.4%	-	0.0%
37	52501	OTTUMWA, IA	73	4,074	15,481	26.3%	73.7%	3,381	21.8%	408	2.6%	2,358	15.2%
38	50324	WINDSOR HEIGHTS, IA	6	3,720	3,875	96.0%	4.0%	72	1.9%	69	1.8%	-	0.0%
39	52577	OSKALOOSA, IA	55	3,628	9,570	37.9%	62.1%	1,127	11.8%	310	3.2%	-	0.0%
40	50314	DES MOINES, IA	5	3,591	3,719	96.6%	3.4%	62	1.7%	52	1.4%	-	0.0%
41	50047	CARLISLE, IA	11	3,555	4,055	87.7%	12.3%	115	2.8%	71	1.8%	-	0.0%
42	50035	BONDURANT, IA	17	3,400	4,037	84.2%	15.8%	112	2.8%	99	2.5%	-	0.0%
43	50220	PERRY, IA	32	3,210	4,175	76.9%	23.1%	305	7.3%	595	14.3%	-	0.0%
44	50112	GRINNELL, IA	51	3,104	7,552	41.1%	58.9%	471	6.2%	232	3.1%	-	0.0%
45	50109	GRANGER, IA	18	2,996	3,285	91.2%	8.8%	115	3.5%	144	4.4%	-	0.0%
46	50124	HUXLEY, IA	24	2,905	3,265	89.0%	11.0%	136	4.2%	150	4.6%	-	0.0%
47	50261	VAN METER, IA	14	2,867	3,170	90.4%	9.6%	148	4.7%	143	4.5%	-	0.0%
48	50156	MADRID, IA	26	2,574	2,962	86.9%	13.1%	144	4.9%	195	6.6%	-	0.0%
49	50061	CUMMING, IA	7	2,475	2,594	95.4%	4.6%	61	2.4%	54	2.1%	-	0.0%
50	51401	CARROLL, IA	72	2,363	8,063	29.3%	70.7%	969	12.0%	2,173	26.9%	2,288	28.4%
51	50237	RUNNELLS, IA	15	2,226	2,597	85.7%	14.3%	78	3.0%	46	1.8%	-	0.0%
52	50169	MITCHELLVILLE, IA	18	2,166	2,588	83.7%	16.3%	79	3.1%	55	2.1%	-	0.0%
53	50063	DALLAS CENTER, IA	18	2,137	2,370	90.2%	9.8%	92	3.9%	127	5.4%	-	0.0%
54	50213	OSCEOLA, IA	35	2,125	3,258	65.2%	34.8%	802	24.6%	294	9.0%	-	0.0%
55	50129	JEFFERSON, IA	50	1,954	3,950	49.5%	50.5%	373	9.4%	506	12.8%	990	25.1%
56	50049	CHARITON, IA	39	1,920	3,334	57.6%	42.4%	648	19.4%	163	4.9%	-	0.0%
57	50801	CRESTON, IA	50	1,885	5,133	36.7%	63.3%	1,652	32.2%	1,552	30.2%	-	0.0%
58	50054	COLFAX, IA	25	1,885	2,417	78.0%	22.0%	96	4.0%	64	2.6%	-	0.0%
59	50595	WEBSTER CITY, IA	65	1,882	5,850	32.2%	67.8%	310	5.3%	308	5.3%	2,855	48.8%
60	50240	SAINT CHARLES, IA	18	1,812	2,073	87.4%	12.6%	157	7.6%	98	4.7%	-	0.0%
61	50072	EARLHAM, IA	24	1,770	2,198	80.5%	19.5%	184	8.4%	237	10.8%	-	0.0%
62	50248	STORY CITY, IA	45	1,694	3,177	53.3%	46.7%	174	5.5%	124	3.9%	979	30.8%
63	52531	ALBIA, IA	56	1,574	4,007	39.3%	60.7%	775	19.3%	155	3.9%	-	0.0%
64	50225	PLEASANTVILLE, IA	23	1,538	1,946	79.0%	21.0%	116	6.0%	50	2.6%	-	0.0%
65	50216	PANORA, IA	37	1,523	2,342	65.0%	35.0%	227	9.7%	573	24.5%	-	0.0%
66	50276	WOODWARD, IA	26	1,506	1,736	86.8%	13.2%	84	4.8%	129	7.4%	-	0.0%
67	50170	MONROE, IA	28	1,443	1,937	74.5%	25.5%	108	5.6%	52	2.7%	-	0.0%
68	50228	PRAIRIE CITY, IA	22	1,327	1,630	81.4%	18.6%	66	4.0%	34	2.1%	-	0.0%
69	50244	SLATER, IA	22	1,326	1,458	90.9%	9.1%	53	3.6%	62	4.3%	-	0.0%
70	50161	MAXWELL, IA	25	1,315	1,635	80.4%	19.6%	59	3.6%	50	3.1%	-	0.0%

Top Airport Users

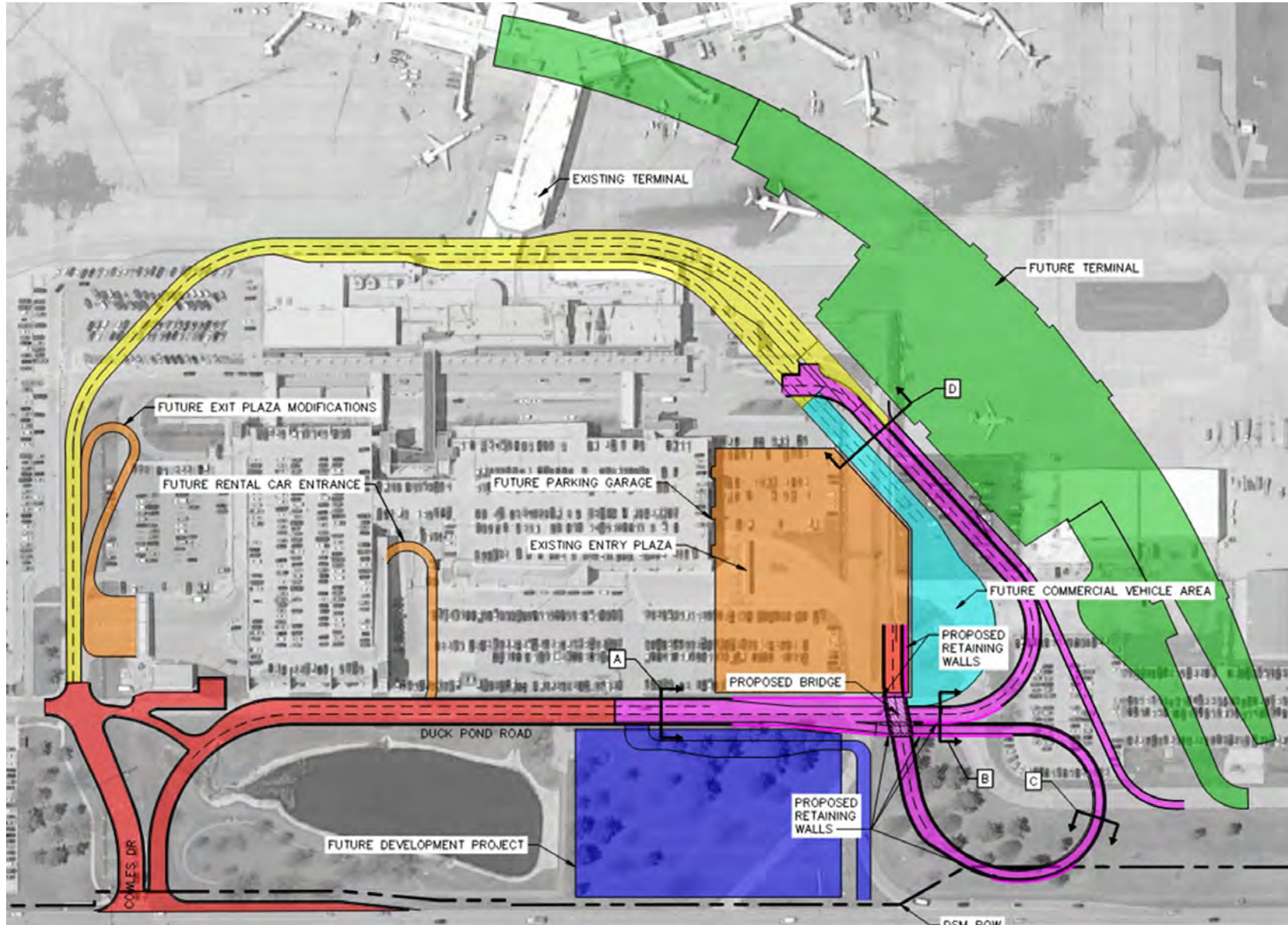
- ▶ Ames #13
- ▶ Nevada #35
- ▶ Huxley #46
- ▶ Story City #62

Current Status:



- ▶ The airport has experienced 67% passenger growth over the last 10 years
- ▶ Terminal facilities are severely constrained at peak times
- ▶ Aircraft parking spaces overnight at the terminal are exhausted

Our Vision





DES MOINES INTERNATIONAL AIRPORT - COWLES DRIVE PHASE 2 / 3





PROPOSED CONCEPT - COWLES DRIVE FACING NORTH

DES MOINES INTERNATIONAL AIRPORT - COWLES DRIVE PHASE 2 / 3



PROPOSED CONCEPT - NORTHBOUND FLEUR DRIVE ELEVATED

DES MOINES INTERNATIONAL AIRPORT - COWLES DRIVE PHASE 2 / 3



Terminal Program Financing

COSTS

Enabling Projects	\$85.3M
Entrance Road Remaining Phases II to VI	\$29M
Parking Garage Expansion/ Rental Car Facilities	\$63.2M
Terminal/ Demo Existing Terminal	\$398M
TOTAL	\$575,500,000

FUNDING SOURCES

Private Investment on Airport (Signature and UPS)	\$18.3M
Authority Reserves/Revenues/ Bonding	\$223.2M
Regional Municipalities/Counties	\$34M
State/Federal Infrastructure Grants	\$300M
TOTAL	\$575,500,000

Municipal and County Investment

	Population*	Per Capita	Total	Proposed Payment Schedule			
				2023	2024	2025	2026
Des Moines	214,237	\$50	\$ 10,000,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000
West Des Moines	67,899	\$30	2,036,970	509,243	509,243	509,243	509,243
Ankeny	67,355	\$30	2,020,650	505,163	505,163	505,163	505,163
Urbandale	44,379	\$30	1,331,370	332,843	332,843	332,843	332,843
Waukee	24,089	\$30	722,670	180,668	180,668	180,668	180,668
Johnston	22,582	\$30	677,460	169,365	169,365	169,365	169,365
Altoona	19,221	\$30	576,630	144,158	144,158	144,158	144,158
Clive	17,242	\$30	517,260	129,315	129,315	129,315	129,315
Grimes	14,804	\$30	444,120	111,030	111,030	111,030	111,030
Pleasant Hill	10,019	\$30	300,570	75,143	75,143	75,143	75,143
Bondurant	6,958	\$10	69,580	17,395	17,395	17,395	17,395
Polk City	4,961	\$10	49,610	12,403	12,403	12,403	12,403
Windsor Heights	4,809	\$10	48,090	12,023	12,023	12,023	12,023
Mitchellville	2,258	\$10	22,580	5,645	5,645	5,645	5,645
Elkhart	918	\$10	9,180	2,295	2,295	2,295	2,295
Runnells	504	\$10	5,040	1,260	1,260	1,260	1,260
Alleman	452	\$10	4,520	1,130	1,130	1,130	1,130
Polk County			10,000,000	2,500,000	2,500,000	2,500,000	2,500,000
Dallas County and Cities			2,000,000	500,000	500,000	500,000	500,000
Jasper County and Cities			500,000	125,000	125,000	125,000	125,000
Story County and Cities			2,000,000	500,000	500,000	500,000	500,000
Warren County and Cities			1,000,000	250,000	250,000	250,000	250,000
			<u>\$ 34,336,300</u>				

Authority is
flexible on
terms of
funding

* 2019 population estimate from Census.gov will be used for the per capita calculation

Project Timeline



New entrance / Phase I of the roadway is completed and operational



Design work on the new terminal could begin as early as 2022



New parking garage construction breaks ground in 2023



Terminal construction could begin as early as 2024



New terminal could be completed as early as 2026

Our Request



i.e. Letter of Agreement or Resolution

Our Request

	2020 Population	Per Capita	Total Request	Per Year 4 Years
Ames	66,427	\$15	\$996,405	\$249,101
Nevada	6,554	\$10	\$65,540	\$16,385
Huxley	4,633	\$10	\$46,330	\$11,583
Story City	3,221	\$10	\$32,210	\$8,053
Story County			\$859,515	\$214,878

CHAPTER ____

CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL

____.01 PURPOSE	____.07 INSPECTION & ENFORCEMENT
____.02 DEFINITIONS	____.08 MONITORING PROCEDURES
____.03 LANDS TO WHICH CHAPTER APPLIES	____.09 PENALTIES
____.04 REQUIREMENTS FOR COSESCO PERMIT & FEES	____.10 LIMITS OF LIABILITY
____.05 TERMINATION OF A COSESCO PERMIT	____.11 APPEAL
____.06 AUTHORITY FOR INSPECTIONS	

____.01 **PURPOSE.** It is the purpose of this chapter to establish requirements through a permit process to assure that any land disturbing activity is identified. In addition, construction sites that may cause adverse impacts to water quality, such as, but not limited to, building materials, concrete truck washout, chemicals solid waste and sanitary waste shall be subject to the provisions of this ordinance. The applicant shall provide and maintain measures to prevent pollution of private and public property by practice of proper soil erosion and sediment control to prevent or minimize water quality impacts.

____.02 **DEFINITIONS.** For the purposes of this chapter terms used shall be defined as follows:

1. "NPDES" means the National Pollutant Discharge Elimination System managed by the State of Iowa Department of Natural Resources.
2. "COSESCO" means the Construction Site Erosion and Sediment Control managed by the City of Huxley.
3. "Disturbed Area" means the part of a site on which land-disturbing activities take place. All land area that is to be disturbed at any time during the project is to be counted in determining the disturbed area, even if part of the land will be stabilized before another part is disturbed.
4. "Enforcement Officer" means the City Engineer, Public Works Director, Public Works Street Superintendent, Building Official or their authorized representative.
5. "SWPPP" means Storm Water Pollution Prevention Plan.
6. "SUDAS" means Statewide Urban Design and Specifications.

____.03 **LANDS TO WHICH CHAPTER APPLIES**

1. If the total disturbed area of the site is one acre or more, or the disturbed area of the site is less than one acre but part of a larger common plan of development that will disturb one acre or more, the applicant will be required to obtain a COSESCO permit from the City and a NPDES General Permit #2 from the Iowa Department of Natural Resources (IDNR). Application requirements in subsection _____.04.1-6 of this ordinance.

2. If the total disturbed area of the site is less than one acre, the applicant may be required to obtain a COSESCO permit from the City when a site plan is submitted with a Building Permit application. The Enforcement Officer shall have the authority to determine the need for a COSESCO permit. The site plan shall identify erosion control measures that shall include, but are not limited to:

- a. Graveled access
- b. Silt fence; or filter sock along the perimeter of developed land.
- c. Inlet protection
- d. Temporary seeding and or mulch

3. If the total disturbed area of the site is less than one acre, and not part of improvements associated with a building permit, the applicant may be required to obtain a COSESCO permit from the City. The Enforcement Officer shall have the authority to determine the need for a COSESCO permit. Application requirements are defined in subsection _____.04.7.

____.04 REQUIREMENTS FOR COSESCO PERMIT AND FEES

1. An applicant in possession of a State NPDES General Permit #2 issued by the IDNR shall immediately submit to the City full copies of the materials described below as a basis for the City to determine issuance of a City COSESCO Permit:

- a. Applicant's plans, specifications and supporting materials previously submitted to the IDNR in support of applicant's application for the State NPDES General Permit #2;
- b. Applicant's authorizations issued pursuant to applicant's State NPDES General Permit #2; and
- c. A Storm Water Pollution Prevention Plan (SWPPP) prepared in accordance with this ordinance.

2. Every SWPPP submitted to the City in support of an application for a City COSESCO Permit:

- a. Shall comply with all current minimum mandatory requirements for SWPPPs promulgated by the IDNR in connection with issuance of a State NPDES General Permit #2; and
- b. Shall, if the applicant is required by law to file a Joint Application Form, PROTECTING IOWA WATERS, IOWA DEPARTMENT OF NATURAL RESOURCES AND U.S. ARMY CORPS OF ENGINEERS, comply with all mandatory minimum requirements pertaining to such applications; and
- c. Shall comply with all other applicable state or federal permit requirements in existence at the time of application; and

- d. Shall be prepared by a licensed professional engineer or landscape architect or a professional in erosion and sediment control or a representative of the local Soil and Water Conservation District, credentials shall be in a manner acceptable to the City; and
- e. Shall include within the SWPPP a signed and dated certification by the person preparing the SWPPP that the SWPPP complies with all requirements of this ordinance.

3. In addition to the SWPPP requirements stated in subparagraph _____.04.2 which constitute minimum mandatory requirements imposed by the United States Environmental Protection Agency NPDES Permit Program, every SWPPP submitted to the City in support of an application for a City COSESCO Permit shall comply with standard design criteria identified in the Statewide Urban Design Standards and Specifications (SUDAS) and City of Huxley Supplemental Specifications Manual, as adopted by resolution by the Huxley City Council, including but not limited to design, location, and phased implementation of effective, practicable storm water pollution prevention measures, and shall also:

- a. Assure that stockpiles of soil or other materials subject to erosion by wind or water are covered, vegetated, or otherwise effectively protected from erosion and sedimentation in accordance with the amount of time the material will be on site and the manner of its proposed use; no stockpiling is allowed in the street; and
- b. Assure that all temporary erosion and sediment controls shall not be removed until the City has determined that the site has been permanently stabilized; and
- c. Assure that all disturbed sites be permanently stabilized with 70% perennial cover as measured by the USDA line transect method; and
- d. Identify methods to prevent sediment damage to adjacent properties and sensitive environmental areas such as water bodies, plant communities, rare, threatened and/or endangered species habitat, wildlife corridors, green ways, etc.; and
- e. Provide for design and construction methods to stabilize steep or long continuous slopes; and,
- f. Include measures to control the quantity and quality of storm water leaving a site before, during and after construction; and g. Provide for stabilization of all waterways and outlets; and,
- h. Protect storm sewer infrastructure from sediment loading/plugging; and
- i. Specify precautions to be taken to contain sediment when working in or crossing water bodies; and
- j. Assure stabilization of disturbed areas, including utility construction areas, as soon as possible; and
- k. Protect outlying roads from sediment and mud from construction activities, including tracking; and l. Provide for disposal of collected sediment and floating debris.

4. Issuance by the City of a City COSESCO Permit shall be a condition precedent for the issuance of a City building permit or Site Plan approval, when required.

5. For so long as a construction site is subject to a State NPDES General Permit #2 or a City COSESCO Permit, the applicant shall provide the City with current information as follows:

a. The name, address and telephone number of the person on site designated by the owner who is knowledgeable and experienced in erosion and sediment control and who will oversee compliance with the State NPDES General Permit #2 and the City COSESCO Permit;

b. The name(s), address(es) and telephone number(s) of the contractor(s) and/or subcontractors(s) that will implement each erosion and sediment control measure identified in the SWPPP.

c. Applicant's failure to provide current information shall constitute a violation of this ordinance.

6. Developers can transfer State NPDES General Permit #2 and the City COSESCO Permit responsibility to homebuilders, new lot owners, contractors and subcontractors. Transferees must agree to the transfer in writing, must agree to fulfill all obligations of the SWPPP, the State NPDES General Permit #2 and the City COSESCO Permit. Absent such written confirmation of transfer of obligations, the developer remains responsible for compliance on any lot that has been sold. A developer shall notify the City of any application to the IDNR for release of any property from a General Permit #2 pursuant to 567 IAC 64.6(6) or any similar successor provision.

a. City COSESCO Permit transfer fee is payable upon submission before approval of the transfer is granted by the Enforcement Officer. Transfer fee is as defined in the BUILDING PERMIT and INSPECTION FEE SCHEDULE as adopted by resolution by the Huxley City Council.

b. Inspection of the site will be conducted and found to be in compliance before a transfer of the City COSESCO Permit is approved.

7. Application Procedure for a City COSESCO Permit.

a. Applications and Transfer Requests for City COSESCO Permits shall be made on forms approved by the City, which may be obtained from the Building, Utility and Zoning Clerk.

b. An applicant for a City COSESCO Permit shall pay an application and inspection fee at the time of application. The amount of this fee is prescribed in the BUILDING PERMIT and INSPECTION FEE SCHEDULE as adopted by resolution by the Huxley City Council.

c. The City COSESCO Permit shall be subject to the regulations of Chapter ____ of this Code of Ordinances that dictate the Building Permit timelines of validity, expiration and renewal. A renewal fee is prescribed in the BUILDING PERMIT and INSPECTION FEE SCHEDULE as adopted by resolution by the Huxley City Council.

d. Upon receipt of an application for a City COSESCO Permit, the City shall either find that the application complies with this ordinance and issue a City COSESCO Permit in accordance with this ordinance, or that the application fails to comply with this ordinance, in which case the City shall provide a report identifying non-compliant elements of the application.

e. Issuance by the City of a City COSESCO Permit shall be a condition precedent for the issuance of a City building permit or site plan approval, when required.

____.05 TERMINATION OF A CITY COSESCO PERMIT. Application for termination of a City COSESCO Permit shall be made in the following manner:

1. The applicant shall either:

a. Present a written request and a copy of the Notice of Discontinuation for sites that require a NPDES General Permit #2 to the Enforcement Officer upon establishment of permanent erosion control measures, or

b. Make a verbal request for sites that do not require a NPDES General Permit #2 to the Enforcement Officer upon establishment of permanent erosion control measures.

2. The Enforcement Officer shall conduct a final inspection of the site and notify the applicant if the termination request is approved by

a. Returning an approved copy of written request

b. Sign off on the Inspection Report Record and issue a temporary or final Certificate of Occupancy as applicable.

c. Issue a notice of approval if not part of the building permit process.

3. If the termination request is not approved,

a. The Enforcement Officer shall provide the applicant a written report identifying non-compliant elements of the site and

b. The applicant shall be charged a re-inspection fee as adopted by resolution by the Huxley City Council and

c. This termination request procedure shall be repeated until all elements are found to be in compliance.

____.06 AUTHORITY FOR INSPECTIONS. The Enforcement Officer, bearing proper identification or credentials shall be permitted to enter all properties for the purpose of inspection in accordance with the provisions of this Code of Ordinances. While performing the necessary work on private properties, the Enforcement Officer shall observe all safety rules applicable to the location.

____.07 INSPECTION & ENFORCEMENT PROCEDURES FOR CITY COSESCO PERMITS. The Enforcement Officer shall conduct all inspections required under this ordinance.

1. Applicant shall notify the City when all initial erosion control measures required by applicant's SWPPP have been accomplished on-site.
2. Sites that require a COSESCO Permit and a NPDES Permit #2 shall require the City to conduct an inspection for the purpose of determining compliance with this ordinance at least once per calendar quarter. Within a reasonable time thereafter the Enforcement Officer shall provide a written report to the applicant identifying any non-compliance issues found. The applicant shall immediately commence corrective action and shall complete such corrective action within seventy-two (72) hours of receiving the City's report. Failure to take corrective action in a timely manner shall constitute a violation of this ordinance.
3. The enforcement official shall issue a Stop Work order to terminate activities due to failure by the applicant to implement or maintain pollution control measures. Construction shall not occur on the site at any time when the City has identified conditions of non-compliance.
4. Construction activities undertaken by an applicant prior to resolution of all discrepancies specified in the written report shall constitute a violation of this ordinance and may provide cause for the City to report violations of NPDES Permit #2 to the Iowa Department of Natural Resources.
5. All fines and fees must be paid before final platting is approved if appropriate, or any Certificates of Occupancy temporary or final are released.

____.08 MONITORING PROCEDURES FOR CITY COSESCO PERMITS. Upon issuance of a City COSESCO Permit, an applicant has an absolute duty to monitor site conditions and to report to the Enforcement Officer any change of circumstances or site conditions. The applicant shall be responsible to know what change of circumstances or site conditions pose a risk of storm water discharge in a manner inconsistent with applicant's SWPPP, State NPDES General Permit #2 and/or City COSESCO Permit.

1. The applicant shall make such report to the Enforcement Officer immediately but in any event within twenty-four (24) hours of the change of circumstances or site conditions.
2. Failure to make a timely report shall constitute a violation of this ordinance.
3. Any third party may also report to the City site conditions which the third party reasonably believes pose a risk of storm water discharge in a manner inconsistent with applicant's SWPPP, State NPDES General Permit #2 and/or City COSESCO Permit. Any concerned third party should contact the City at the storm water hotline telephone number identified on the City's website.
4. Upon receiving a report pursuant to the previous subsections, the Enforcement Officer shall conduct an inspection of the site as soon as reasonably possible and thereafter shall provide the applicant with a report identifying the conditions of non-compliance. The applicant shall immediately commence corrective action and shall complete such corrective action within seventy-two (72) hours of receiving the City's report. Failure to take corrective action in a timely manner shall constitute a violation of this ordinance, whereupon the Enforcement Officer shall immediately commence enforcement actions specified in subsection _____.09 Penalties.
5. The Enforcement Officer may conduct at least one unannounced inspection during the course of construction to monitor compliance with the State NPDES General Permit #2 and the City

COSESCO Permit. If the inspection discloses any significant non-compliance, the Enforcement Officer shall provide the applicant with a report of non-compliance and may notify the IDNR. The applicant shall immediately commence corrective action and shall complete such corrective action within seventy-two (72) hours of receiving the City's report. Failure to take corrective action in a timely manner shall constitute a violation of this ordinance, whereupon the Enforcement Officer shall immediately commence penalty actions specified in subsection _____.09 Penalties.

____.09 **PENALTIES.** Violation of any provision of this ordinance may be enforced by civil action including an action for injunctive relief. The Enforcement Officer upon the advice of the City Attorney shall undertake enforcement pursuant to this section.

1. Violation of any provision of this ordinance may also be enforced as a municipal infraction within the meaning of Chapter _ Municipal Infractions, pursuant to the City's Code of Ordinance.
2. Violation of any provision of this ordinance which causes damage to any party due to failure of the applicant to provide or maintain erosion control measures the applicant shall be responsible to restore the affected area to its original state. The City of Huxley shall assess additional fees to the applicant on a time and material basis for any and all cleanup conducted by the City to correct these areas to original state.

____.10 **LIMITS OF LIABILITY.** The City of Huxley shall not be responsible for the direct or indirect consequences to the applicant or any third parties for non-compliant conditions undetected or detected by inspection.

____.11 **APPEAL** The applicant may address administrative decisions by staff and enforcement actions of the Enforcement Officer by submitting an appeal to the Huxley City Council pursuant to the following rules:

1. The appeal must be filed in writing with the city clerk within five (5) business days of the decision or enforcement action.
2. The written appeal shall specify in detail the action appealed from, the errors allegedly made by the Enforcement Officer giving rise to the appeal, a written summary of all oral and written testimony the applicant intends to introduce at the hearing, including the names and addresses of all witnesses the applicant intends to call, copies of all documents the applicant intends to introduce at the hearing, and the relief requested.
 - a. The City Clerk shall notify the applicant and the Enforcement Officer by ordinary mail, and shall give public notice in accordance with Chapter 21, Iowa Code, of the date, time and place for the regular or special meeting of the Huxley City Council at which the hearing on the appeal shall occur. The hearing shall be scheduled for a date not less than four (4) nor more than twenty (20) days after the filing of the appeal. The rules of evidence and procedure, and the standard of proof to be applied, shall be the same as provided by Chapter 17A, Code of Iowa. The applicant may be represented by counsel at the applicant's expense. The Enforcement Officer may be represented by the city attorney or by an attorney designated by the City Council at City expense.

Huxley Planning & Zoning Commission Minutes

May 16, 2022

Chairman Roger Bierbaum called the meeting to order at 6:00 P.M.

ROLL CALL: Bierbaum, Murphy, Patterson, Schonhorst, Mosher, Frantz present. Ebel absent.

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

CONSULTANTS PRESENT: None

GUESTS PRESENT: None

MINUTES APPROVAL: Motion by Patterson, second by Frantz to approve the minutes from the April 18, 2022 meeting. 6 Aye. 0 Nay. MCU.

PUBLIC COMMENTS: None

BUSINESS ITEMS:

Wood Creek Subdivision Preliminary Plat-Story County 2 Mile Review Plat: The Commission reviewed the subdivision and finds it acceptable. Motion by Mosher, second by Patterson to recommend approval to City Council. Mosher, Frantz, Murphy, Bierbaum, Patterson, Schonhorst voted yes. MCU.

City Council referral to P & Z : 507 Timberlane Driveway Paving: After discussion, it was decided that the shortest distance required to pave would be from US HWY 69, to the garage. Motion by Schonhorst, second by Murphy to recommend paving of the driveway from US HWY 69 to the garage only. Mosher, Frantz, Murphy, Bierbaum, Patterson, Schonhorst voted yes. MCU

DISCUSSION ITEMS: None

INFORMATIONAL ITEMS/CITY ADMINISTRATOR COMMENTS:

Future Agenda Items Update: Development south of Huxley city limits on the west side of US HWY 69.

Council Action Update: Conner gave a re-cap of the action taken at the City Council Meetings on topics that were discussed at Planning & Zoning.

PLANNING AND ZONING COMMISSION COMMENTS:

- Next meeting will be in person on Monday June 20th in the Huxley City Council Chambers.
- Paving will begin at Blue Sky Estates yet this year.
- Kimberly Development has decided not to purchase Steve Quick's land at this time. Further discussion to be had between both parties.
- Access to Westview development should be revisited.
- Street width and no driveways on arterials/main collector streets should be a focus point when new development proposals are made.
- Following the construction of a new Public Works facility, the old plant should be demolished, and discussions had on what to do with the land.
- A flag and a light are needed on the flagpole at The Landing.
- A fountain in the pond at The Landing would be a great addition to welcome people into Huxley.
- Trail, grading and native plantings are the plans for the triangle of land remaining next to The Landing.

- Conner will send an email to the Commission regarding the top 5 items Council will focus on which were a result of their goal setting session.
- R1A discussion will be continued.

ADJOURNMENT: Motion – Schonhorst, second-Frantz to adjourn meeting at 6:54 P.M. 6 ayes, 0 nays. MCU.

Amy Kaplan, Zoning Clerk

Roger Bierbaum, Chairman

Date of Approval

Utility Report

April	2022					
	Water Service:	Sewer Service:	Water Consumption (gallons):	Amount Billed (Water):	Sewer Consumption (gallons):	Amount Billed (Sewer):
Commercial	100	98	1,055,900	\$8,002.60	656,800	\$5,864.94
Schools	5	3	115,700	\$776.85	115,700	\$637.31
Rural	68	7	273,900	\$3,667.26	38,600	\$456.40
No Charge	20	13	599,000	\$0.00	365,200	\$0.00
Residential	1,742	1,725	5,662,400	\$64,940.59	5,574,200	\$69,864.03
Second Meter	141	N/A	25,000	\$1,179.50	N/A	N/A
Master Meters	12	N/a	148,100	\$0.00	N/A	N/A
TOTAL:	2,088	1,846	7,880,000	\$78,566.80	6,750,500	\$76,822.68

	Water:	Sewer:	
Total Billed Consumption (gallons):	7,132,900	6,385,300	TOTAL:
Total Billed:	\$78,566.80	\$76,822.68	\$155,389.48

April	2021					
	Water Service:	Sewer Service:	Water Consumption (gallons):	Amount Billed (Water):	Sewer Consumption (gallons):	Amount Billed (Sewer):
Commercial	94	91	759,400	\$5,323.06	693,000	\$5,764.89
Schools	4	3	202,800	\$1,082.60	126,800	\$673.50
Rural	67	6	291,200	\$3,590.45	38,700	\$498.99
No Charge	21	14	505,900	\$0.00	266,000	\$0.00
Residential	1,705	1,688	5,787,800	\$57,899.81	5,642,200	\$68,423.14
Second Meter	143	N/A	279,200	\$2,625.79	N/A	\$0.00
Master Meters	12	N/A	291,600	\$0.00	N/A	\$0.00
TOTAL:	2,046	1,802	8,117,900	\$70,521.71	6,766,700	\$75,360.52

	Water:	Sewer:	
Total Billed Consumption (gallons):	7,320,400	6,500,700	TOTAL:
Total Billed:	\$70,521.71	\$75,360.52	\$145,882.23
Total Billed:	\$70,521.71	\$75,360.52	\$145,882.23

Key:

Schools: Bus Barn, Middle School, Athletic Field, High School

Rural: includes Deer Creek and East First Street (across from water plant)

No Charge: City Hall, Fire Station, city flushing, Nord Kalsem, master meters, bike trail, etc.

Master Meters: Deer Creek & 11 rural



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huxleylibrary@huxleyiowa.org
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Library Report, May 2022

As we approach the end of the school year, we've worked to evaluate and improve services post-covid. A survey was sent to all teachers, and we got a 50% response that will indeed help for next year's planning. The library's Board of Trustees will also be pursuing a meeting with City Council and in turn the School Board to address future services *and* funding.

Carolyn Mai, children's program director, is ready for the summer library programs. Over 200 area children, preschool – 8th grade have registered so far. This includes community families as well as three daycare centers. This is five weeks of in-house programs, special events and family days in the parks. A 6th week is our 3rd theater camp with Cathy directing.

Throughout the school year Carolyn has provided programming for 2,110 preschoolers at our own Know & Grow programs, and Whistle Stop, Lily Pad, Miss Hollie's, and Tender Years preschool classrooms.

We also consistently offer adult programs, and all can be found here:
<https://huxleyiowa.org/public-library-2/calendar/>

The five year strategic plan produced in 2021 includes a physical remodel of the library to provide a larger meeting space. We have approached V&K to produce the initial plans and will be discussing the viability of fund raising and the investment into this building. Our community does not have free space for meetings, and we could provide that. I see it as an important addition to library services and an investment into our growing community.

The Story County Library Board is working to restructure the funding we receive from the County Board of Supervisors. The goal is to ensure rural Story County patrons (i.e. the smaller county libraries) receive a more equitable piece of that funding. It will change Huxley's funding very little, as we land in the middle per size and circulation to rural patrons.

Passport and notary services continue to be successful. After 4 months, I can definitely say it was a positive addition to our services.

Cathy Van Maanen
Director of Library Services

Huxley Public Library Strategic Plan 2021-2026

Approved by Huxley Library Board of Trustees on December 15, 2020

Development of plan:

The Library Board and Director met with our State Library consultant, Maryann Mori, on July 21, 2020, to discuss options for gaining community data for our planning purposes. After hearing a presentation and some discussion, the board determined that the best option was to conduct a modified version of “Planning for Results” (PFR). This method requires a community team consisting of Huxley residents representing a good cross-section of the community. Due to COVID-19 constraints, we could not have our community team meet in person. Instead, Maryann made 28 individual phone calls during the week of September 13-19 and interviewed participants. The Library Board and Director met again with Maryann on October 20 to review the community team’s comments and to determine appropriate library service responses that would address some of the team’s identified aspirations and recommendations. Trustees Megan Brendeland and Kate Ehresman met with the Director on December 1 and assisted in writing the service responses and reviewing the initial outline. One of the biggest challenges presented by participants was the need for a gathering place. Concern was also expressed regarding the need for bringing the community together via better communication and community events. Writing this plan during the covid pandemic brought to light that some of our temporary services may indeed become permanent. We have found innovative ways to serve patrons that can easily be continued. The plan outline was also reviewed by Maryann in early December. At the December 15 board meeting the plan was presented and approved by the Board of Trustees.

Mission Statement:

Huxley Public Library. Educate. Explore. Enrich Lives.

Educate.

Service Response #1: The Huxley community will have a central location to not only physically gather, but also gather information.

Goal 1: The Huxley community will be able to find information concerning the library and its offerings in a simple and timely manner. 2022-2024

Objective 1: The library seeks to find or produce a communication tool that is effective in reaching the majority of the community. Summer 2022.

Activity 1: The library will schedule posts to social media and the website.

Activity 2: The library will produce and schedule delivery of an in-house, hard copy newsletter. This can also be offered electronically.

May, 2022 – We offer a printed calendar available in the library and an electronic calendar on the website.

Objective 2: The library becomes the central location for seeking information. We let it be known we are the place to call. “If we don’t know, we’ll find out.” Completed plan by summer 2024.

Activity 1: Using the vehicles under objective 1, we advertise our “awareness” of news and activities.

Activity 2: Working with other city departments, we gather city information on a weekly basis and keep an up-to-date calendar of information. Fall 2023.

This happening via Parks & Rec creating and mailing the quarterly city newsletter.

Activity 3: Also working with businesses, school district, and civic organizations we gather information on a weekly basis and keep an up-to-date calendar of information. Winter 2024.

Goal 3: The Huxley community can rely on library staff to provide information regarding community activities. 2022-23

Objective 1: The library develops a staff position that in in charge of updating a calendar. (FY '23 budget)

Currently being handled by Kelly.

Activity 1: Hire full-time program/marketing staff member.
Summer 2022.

We are not seeking an extra staff member at this time but are implementing the duties.

Activity 2: Staff member becomes in charge of the activities under objective 2.

Parks & Rec newsletter. Cathy collects information and gets it to Heather.

Objective 2: Staff position keeps other library staff informed of new information. Summer 2022, ongoing from hire.

Activity 1: Weekly (or more) communication with library director.

Activity 2: Weekly (or more) standard communication with all staff members

Director uses our circ system message board (for staff only) to communicate needs, activities, requests, etc.

Objective 3: Staff position keeps an up-to-date calendar of events. Summer 2022, ongoing from hire.

Activity 1: Staff posts calendar to designated locations, both physical and virtual.

Activity 2: Staff keeps standard location for broader staff to easily access.

Activity 3: Open communication with all staff in ensure they are getting necessary information to answer patron questions.

Communication can always be better, but this is happening.

Goal 4: Community members will be consistently informed of specific library events.

Objective 1: Patrons get a scheduled message. Fall 2022, ongoing from hire.

Activity 1: Work with the circ system and/or IT to develop and maintain the patron list for mass communication.

Activity 2: Create practical schedule for mass mailings and determine best vehicle. (i.e. email vs traditional mail.)

Activity 3: Track responses to messaging. Is percentage of engagement worth the cost?

Objective 2: Non-library users/current Huxley residents are informed of library services and activities. Winter 2023, ongoing from hire.

Activity 1: Work with city hall to access addresses.

Activity 2: Create schedule for mailings as well as establish a budget for printing and postage.

Activity 3: Track responses to messaging. Is percentage of engagement worth the cost?

Objective 3: New residents to Huxley will receive library information. Spring, 2024.

Activity 1: Work with city hall to determine new resident list.

Activity 2: Create schedule for mailings as well as establish a budget for printing and postage.

Activity 3: Work with other departments to create cohesive package of city information.

Activity 4: Track responses to messaging. Is percentage of engagement worth the cost?

Explore.

Service response #2: Huxley residents will experience an expansion of programs for all ages. FY'23 Budget for staffing increase.

Goal 1: The Library will have routinely scheduled programs. "I can count on it."

In process.

Objective 1: Families

Activity 1: Monthly family movie night.

Activity 2: Seasonal maker space arts & crafts. A quarterly program.

Activity 3: Designate staffing for planning and potential after hours work.

Activity 4: Set attendance and program growth goals. Change marketing or content accordingly.

Objective 2: Adults

Activity 1: Lecture series. Regularly scheduled, i.e. monthly or quarterly.

Activity 2: Computer and tech education offerings, quarterly.

Activity 3: Expanding off-site programs. i.e. book club at Fenceline Brewery.

Activity 4: Set attendance and program growth goals. Change marketing or content accordingly.

Objective 3: Children

Activity 1: Continuation of current Know & Grow in-house with the inclusion of an on-line presence.

Activity 2: Add a Wednesday afternoon program.

Activity 3: Keep accurate attendance records of in-house programs for past comparison. This includes pre-covid, covid

induced on-line only, and post covid response of expanded offerings.

Goal 2: The public will be able to attend the majority of programs at a free or at least reduced cost. (annually)

Currently happening. We have charged nominal fees, but most programming remains free.

Objective 1: The library will make as many of its programs as possible, free.

Activity 1: Program staff will lay out an annual schedule of events.

Activity 2: Program staff will construct a budget for the events.

Activity 3: Program staff will determine what's available and what must be raised above and beyond the budget.

Objective 2: We want local sponsorship as much as possible.

Activity 1: Seek and maintain good relationships with local businesses.

Activity 2: Ensure sponsorship recognition. Develop a consistent plan/policy for acknowledging sponsorship.

Activity 3: When local sponsorship is not possible, seek outside grant opportunities.

Enrich Lives.

Service Response #3: The Huxley Public Library will strive to meet the gathering and meeting space needs of the community.

Goal 1: Community members will have space to meet for anything as formal as a business board meeting to a family game night.

Objective 1: The library will conduct a space analysis to potentially reconfigure the current space, and then follow through with rearranging our space.

Done.

Activity 1: Apply for the space needs assessment grant through the State Library in early July 2021.

Activity 2: Determine who is qualified to conduct a space evaluation, then have it completed.

Activity 3: Have formal plans for reconfiguration approved and determine potential costs. Fall, 2021

Activity 4: - Finance and implement plan. Timing dependent on cost.

Done.

Objective 2: The library will define the types of meetings we are equipped to handle. Size, timing, staff needs. Fall 2021.

Activity 1: Determine the types of meetings and programs the library itself can and will offer to the community.

To offer the best services it has been determined we need a larger meeting space. Look into remodel and design.

Activity 2: Reach out to the general community and civic groups.

Activity 3: Reach out to local business to ensure they know we are available.

Activity 4: Write policy concerning after-hours meetings and staffing needs. Winter 2021, preparing for FY '23 budget.

Objective 3: The library will determine the need for new or additional furnishings.

Activity 1: Set a budget for the needs.

Activity 2: Seek and secure funding. FY '24 Budget.

Activity 3: Order and install new furnishings. Spring, 2024.

Goal 2: Community members will be well informed of the meeting space and choices the library has to offer, both during open hours and fulfilling after hours needs. 2022-24, following the completion of Goal 1.

Objective 1: The library will advertise and market the existing space and keep the community informed of any new changes and opportunities.

Activity 1: Develop a plan for communication.

Activity 2: Keep the plan updated and “in front” of the community.

Activity 3: Determine the necessity of fees for staffing and/or cleaning.

Objective 2: Community members will be well informed of limitations of space and activities.

Activity 1: Write plan or policy addressing the “don’ts”.

Activity 2: Seek consistency for groups and activities and market accordingly.

This plan will be brought before the Huxley Library Board of Trustees on a quarterly basis. March, June, September, December meetings will include a progress report and re-evaluation, if necessary, of goals. The Library Director will include this on the meeting agenda. This plan will also be a part of information given to new Trustees, so they are up to date on all plans for the library. We intend to complete this plan for the benefit of library patrons in the Huxley community.

April 2022 Public Works Monthly Report

- As things wrap up from the winter blues all the equipment that was used in winter operations have been cleaned up and put away until next years winter season.
- All of the mowers have undergone spring maintenance and mower decks have been installed for the upcoming growing season.
- Centennial Park restrooms have been opened and the water has passed all testing and is available for daily use. We are intending on having all the other restrooms open in the other parks by the first week in May depending on water bac-ts.
- Temperatures have also allowed us to start spraying the parks for weed control. We have applied fertilizer at City Hall and the soccer and baseball fields. Some hard-hit areas from the winter will get some fertilizer where needed in the near future as well.
- All the soccer field markings have been applied.
- Several new trees were planted on the South side of East first street out by sand cherry development with the help of a couple tree board members.
- Cleaned up existing nursery and started a new tree nursery at Trail Ridge Park for future trees.
- All the fence lines in all the parks have been maintained and cleaned of debris.
- Two seasonals have started the first week in May in the parks department to help Rocky in maintenance and upkeep of all the parks grounds and equipment.
- Cory Hennick is currently taking the Entry-level Driver Training (ELDT) as per the Federal Motor Carrier Safety Administration that was passed into law to get your CDL on February 7th, 2022. This training is required before Cory can take his driving test at the drivers license station to get his CDL license.
- We have completed the street overlays on Cedar Lane, Cypress Dr, and E 5th Street of our 2020-2021 CIP Street projects. We only have East 4th and N. 4th remaining to do but will not be doing the overlays until the underground work is completed which is scheduled to begin the middle of June.
- Still have some seasonal summer jobs open and have been advertising and not having much luck filling the street positions yet. If you know of anyone 18 years and older interested in working this summer please have them get in touch with City hall to get an application or online on the City's website.
- Working with Alliant and their subcontractors on the gas line change out when required and needed.
- Reviewed different software programs and platforms on mapping services to what we currently have with staff.
- Attended APWA conference in Des Moines.
- Attend developer meetings when required.
- Attend staff and administration meetings when required.
- Completed the spring storm sewer intake condition and inventory survey.
- Teamed up with Titan Tire company in a demo project for radial tires for our backhoe.
- We have added rock and re-graded all the alleyways.
- Started running the camera down some of the storm sewer lines to inventory their condition and help identify any issues. We have only done a few of the storms and have already identified some deficiencies where contractor's installations of joints and sump lines are not installed

properly and were allowed to seat to the bottom of the pipes which are holding up debris and material. We are working with a few contractors on bids to have these removed from the storm sewers and lining some of the damaged joints. We currently have the storm sewers televised before we final out the developments so these types of issues get resolved at that time and we don't inherit issues of this nature.

- We have been changing the geothermal system filters for 3C's and city hall every two weeks to clean up the system, hopefully we will have it cleaned up and into normal monthly checks by the end of the month.

Water

- In the month of March, the Huxley Water Plant treated 7,862,000 gallons of water. A maximum of 338,000 gallons of water per day, a minimum of 180,000 gallons per day, and average daily treated water of 254,000 gallons per day, up about 500,000 gallons compared to the previous month.
- Progress on the water plant expansion is slowing due to the rains and the underground pipe work. The underground pipe work must be stubbed out before the footings can be poured for the building portion of the project. Groundwork has begun at the well field grading for the road to the mound that the well head will sit on is partially completed.
- Our existing aerator kept overflowing through the air intake vent creating a mess on top of the tank and flooding the trench to the new tank as I mentioned in last month's report. After opening it up we found the effluent pipe was being restricted with iron build up. The 8-inch pipe had been reduced to about 2 inches causing a hydraulic in balance to discharge. We were able to remove the iron build up with a chisel and hammer enough to get a good flow out into the tank. We will be taking the tank completely out of service this summer to clean and inspect at that time we will take a tornado tip power washer to the pipe and try to remove the rest of the buildup.
- Had to remove low service pump 1 motor after a bearing failure that cause some electrical winding damages. The motor was removed by staff and taking to Reese Electric in Ames to have new windings and bearings installed. The motor was picked up and installed back at the plant and is running great.
- Attending all meetings for the water plant expansion when required or scheduled.
- The expansion required a new larger 18" ductile water main to be installed under the new plant and to do this we had to remove some existing piping that was going to be replaced. This was approximately 70 feet of pipe in 18" that would be replacing an existing 12" pipe that is the effluent side to the existing and new ground storage tank. This required an approximate time of 24 hours of shut down of the plant to install the new piping and disconnect the old piping, pressure testing the new main, disinfecting and samples being taking after 16 hours to be delivered to the state hygienics lab for any bacterial contamination with a special test that they can only provide after the 16 hour hold time. Everything went as planned and no contamination resulted with the negative tests that were determined by the lab. This all resulted in Keith

issuing an advisory precautionary boil order and working with the IDNR through the process. All went well and the new piping is now online and working as planned.

- Jake Hanks has transitioned from streets to the water plant this past month and is learning more of the daily duties, maintenance of the plant, distribution system, inspections and locating, there is plenty of locating to do with Alliant's gas line rehab project.
- We are planning on flushing fire hydrants starting Monday the 25th of April this will take about 2 weeks to complete.

Wastewater

- The plant received a total of 16,320,000 gallons this month with an average of 533,000 gallons a day and a daily maximum of 1,695,000 gallons and a minimum daily of 324,000 gallons. You can sure see that we had a serious rain event which contributed to the high flow days.
- We have videoed a bunch of storm sewers for the street dept. we found several protruding taps that will need to be cut out. Accu-jet will be getting these done as soon as possible.
- We have found 2 spots that Alliant has hit our sanitary sewer mainline while videoing. CIT is contracted to come in and put slip liners to repair the breaks in the mainline.
- UV's have been in service since mid-March, we have had to replace a couple ballasts. Otherwise, the UV's have been performing well since we have replaced the bulbs and sleeves.
- We had to have automatic systems out twice in the last couple of months for some issues. We had one of our clarifier drive starters go out as well as fry the underground wires. We had Atlas electric pull new wires and they will be installing new starters as well. We also had some issues with our Scada and alarm software that we needed to have Automatic systems address as well.
- The replacement HVAC unit for the headworks building has been installed. We are hoping they will be out in the next month or so to charge the AC side of the unit.
- We had a meeting with the IDNR on chloride compliance. Our daily discharges are currently more than what our permit allows. Our permit allows 5 years to make sure we are in compliance, once the new water plant is online, we should be in compliance with our permit. We also plan on putting out some communication to the public on the city's website and in the newsletter about how to reduce chloride discharge in home water softeners
- We are expecting to see Accu-jet here sometime soon pending on weather to get W 3rd and 5th lined.
- Trailer jetter has been ordered. We have been told there is a 10-month lead time on the unit. In the meantime, we may have to do some maintenance to our current trailer to keep it operating.
- We are in the process of checking all manholes in town to check our measurements, look for I&I issues, and overall conditions of the manholes.
- We found a leaking lateral on Prairieview Drive with our camera trailer. Team excavating was called and tried to inject a grout to stop the leaking. The lateral is still leaking so they will be out to dig it up and fix it however they can.
- Our air compressor for the UV's is getting weak and not pumping or operating properly. We have ordered a new one from Grainger and it has arrived and we will install next week.
- We will be starting on videoing sanitary sewers in between Timberlane and HWY 69, north of Oak Blvd. to check overall condition and any issues they may have.

- We have been still in search of the best candidate for lining for next year, we have a few that are not perfect that could be done within the next 5-years.
- Jake Hermanson has passed all the grade 2 certificates from the IDNR. He is hoping to apply for his grade 3 certificates to see if he is eligible within the next 6 months.

Jeff Peterson PWD



To: Honorable Mayor Kevin Deaton & City Council
From: Heather Denger
Date: 5/17/22
Re: Parks & Recreation May 2022 Department Report

3C's Update

- Membership Update

	12 Month Memberships	6 Month Memberships	3 Month Memberships	EFT Bank Memberships	Total Active Memberships
May 2022	295	78	3	67	443
May 2021	267	73	6	55	401
May 2020	356	147	2	76	581
May 2019	314	115	8	65	502

- There were 2,386 total visits to the Citizens Community Center during April 2022.
- New upright cycle finally arrived.
- Hamstring curl machine cable snapped and we are waiting for parts to arrive so Nova can fix it.
- Men's basketball league is over half-way through season.
- We are currently taking registrations for Summer Hump Day Hallelujah, Summer Tennis, Youth Lacrosse, Running Club and Anna DeHamer basketball camp.

Parks & Trails Update

- Rocky has opened all Park Restrooms, put up all sport nets, installed shade cover at Railroad Park, maintained soccer fields and has been busy mowing.
- May Party in the Park was bicycle night featuring The Kraft Brothers. Turnout was not as great as last years potentially because of hot weather and being in May.

Parks & Recreation Board Update

- Our May Park Board Meeting met Monday, May 2nd at 6pm in Council Chambers.
- Huxley Hustlers Running Program will move from Wednesday nights to Thursday nights this Summer
- Party in the Parks: June 9 Car Show, July 14 Kid's Night, August 11 Fire/Police
- Discussed Parking Lots/Trails: concerned about safety of parking area at Centennial Park off North Park
- Next Meeting Monday, June 6th at 6pm in Council Chambers



Tree Board Update

- Tree Board planted another tree nursery area out at Trailridge Park on Friday, May 6th.
- Additional 50 Saplings were planted that we received free from Iowa DNR
- Tree Board is going to work with City to designate tree planting areas so city can transplant from tree nursery during work week.



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City of Huxley
Huxley Police Department
Report for April 2022

April 1st, 2022 3:24 PM

Officer responded to a two vehicle accident on Highway 69 near E 5th Street. No injuries.

April 2nd, 2022 2:34 AM

Officer responded to a single vehicle accident on Highway 69 near Campus Drive.

April 2nd, 2022 8:48 AM

Officer responded to the 600 block of E 4th Street to assist a parent with a juvenile. The officer was able to help and eventually leave the juvenile in the care of his guardian.

April 2nd, 2022 8:39 PM

Officer responded to a three vehicle accident on Interstate 35 northbound near the 103 Mile Marker. No injuries.

April 3rd, 2022 4:41 AM

Officer responded to a car vs deer accident on Interstate 35 Southbound near the 103 Mile Marker.

April 3rd, 2022 2:56 PM

Officer responded to a harassment complaint at the 500 block of E 4th Street. Contact was made with a Huxley man who agreed to stop the harassing behavior in order to avoid future police attention.

April 3rd, 2022 5:29 PM

Officer opened a theft investigation for a resident at the 300 block of W 1st Street. The victim is also a business owner that is in California. A former employee used the company credit card for purchases in California. Situation was eventually resolved with the victim declining charges.

April 4th, 2022 9:57 AM

Officer received a theft complaint in the development area of Wicker St. The water department reported the theft of water from a hydrant during the past weekend.

April 4th, 2022 11:07 AM

Officer responded to a vandalism complaint at the 100 block of Lynwood. A car had been keyed while parked in the driveway.

April 8th, 2022 11:15 AM

Officer cited a residence at the 300 block of Main for a municipal infraction.

April 10th, 2022 2:13 PM

Officer responded to a trespass complaint at the 300 block of Main. A vacant residence that is owned by Ballard Schools had several teenagers inside. Six juveniles were located and either taken to their parents or picked up by parents.

April 11th, 2022 6:40 PM

Officer responded to a complaint that property belonging to the victim had been damaged by a vehicle at the 200 block of 4th Street. The driver responsible for the damage had already planned on paying for the damages to which the victim agreed.

April 12th, 2022 3:40 PM

Officer responded to a two vehicle accident on Highway 69 near 306th Lane. No injuries.

April 13th, 2022 9:47 PM

Officer received a theft complaint from the Kum and Go on Highway 210. A group of five women came into the store and stole a bottle of alcohol, then left in an unknown vehicle toward the Interstate.

April 14th, 2022 11:17 AM

Officer responded to a theft complaint at the 300 block of 4th Street. A 45 caliber Ruger was stolen from the victim's residence.

April 14th, 2022 3:12 PM

Officer responded to a car vs pedestrian accident at the Ballard High School.

April 16th, 2022 4:00 AM

Officer was requested to check the welfare of a Huxley woman at the 500 block of E 1st Street. The woman was transported to the hospital for treatment.

April 16th, 2022 10:23 PM

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

April 18th, 2022 2:36 PM

Officer received a fraud complaint at the 300 block of W 5th Street. A letter posing as Verizon attempted to gain \$3000 from a Huxley resident. No loss of money at time of report.

April 18th, 2022 8:44 PM

Officer responded to a burglary complaint at the 700 block of Race Street. A safe containing money was taken from within the residence. Suspects have been developed and the investigation is ongoing.

April 19th, 2022 7:06 AM

Officer responded to the 100 block of S River for a vehicle that appeared to have had been gone through. The vehicle was parked unlocked overnight. Nothing of value was taken. The reporting party also advised that the neighbor's vehicle had been rifled through as well.

April 20th, 2022 7:18AM

Officer responded to a hit and Run accident at the 100 block of Oak. A vehicle lightly struck another in a parking lot and then drove away. The vehicle was identified as a fellow tenant. The suspect vehicle was unaware of the accident and minimal damage.

April 21st, 2022 7:46 PM

Officer responded to a two vehicle accident on Highway 69 near 306th Lane.

April 23rd, 2022 2:12 PM

Officer responded to a domestic altercation at the 200 block of Oak Blvd. Both parties were separated for the remainder of the night.

April 26th, 2022 10:50 AM

Officer assisted Ballard Schools with a truant student at the 200 block of Oak Blvd. Student was transported to East Elementary.

April 26th, 2022 5:02 PM

Officer received a request for a welfare check at the 100 block of Deerwood. Contact was made with a juvenile in need of treatment. Parents were contacted and took the juvenile to a facility.

April 28th, 2022 5:29 PM

Officer responded to a two vehicle accident at the 104 Mile Marker of Interstate 35.

April 29th, 2022 7:10 PM

Officer opened a harassment investigation at the 300 block of Larson involving a false Facebook account.

Gerry Stoll

Chief of Police

City of Cambridge
Huxley Police Department
Report for April 2022

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Gerry Stoll

Chief of Police

Calls For Service by Nature Code

Huxley Police
4/01/22 to 4/30/22

ANIMAL CALL	Number of CFS:	16	Percentage of Total:	3.44%
ATTEMPT SUICIDE / SUICIDE	Number of CFS:	1	Percentage of Total:	0.22%
BURGLARY / ATTEMPTED BURGLARY	Number of CFS:	1	Percentage of Total:	0.22%
BURGLARY TO MOTOR VEHICLE	Number of CFS:	2	Percentage of Total:	0.43%
BUS VIOLATION	Number of CFS:	2	Percentage of Total:	0.43%
BUSINESS SECURITY CHECK	Number of CFS:	91	Percentage of Total:	19.57%
CARBON MONOXIDE CHECK	Number of CFS:	1	Percentage of Total:	0.22%
CHILD WELFARE CHECK	Number of CFS:	1	Percentage of Total:	0.22%
CITY CODE ENFORCEMENT	Number of CFS:	9	Percentage of Total:	1.94%
CIVIL MATTER	Number of CFS:	6	Percentage of Total:	1.29%
CRIME FREE HOUSING CHECK	Number of CFS:	2	Percentage of Total:	0.43%
DISTURBANCE & NOISE PARTY	Number of CFS:	2	Percentage of Total:	0.43%
DOMESTIC DISPUTE	Number of CFS:	2	Percentage of Total:	0.43%
DRUG ACTIVITY//INVESTIGATION	Number of CFS:	1	Percentage of Total:	0.22%
EVIDENCE TRANSPORT/PICK UP	Number of CFS:	1	Percentage of Total:	0.22%
EXTRA PATROL	Number of CFS:	2	Percentage of Total:	0.43%
FINGER PRINTING	Number of CFS:	14	Percentage of Total:	3.01%
FOLLOW UP	Number of CFS:	12	Percentage of Total:	2.58%
GENERAL ALARM BANK / RESIDENTI	Number of CFS:	6	Percentage of Total:	1.29%
GENERAL INFO/COMPLAINT/ASSIST	Number of CFS:	14	Percentage of Total:	3.01%
HARASSMENT	Number of CFS:	4	Percentage of Total:	0.86%
HIT & RUN PROPERTY DAMAGE	Number of CFS:	1	Percentage of Total:	0.22%
JUVENILE TROUBLE	Number of CFS:	1	Percentage of Total:	0.22%
LAW DEPARTMENT ASSIST	Number of CFS:	8	Percentage of Total:	1.72%
LITTERING	Number of CFS:	2	Percentage of Total:	0.43%
LOST OR FOUND PROPERTY	Number of CFS:	1	Percentage of Total:	0.22%
MEDICAL ASSIST/AMBULANCE CALL	Number of CFS:	14	Percentage of Total:	3.01%
MENTAL HEALTH/PSYCHIATRIC DISO	Number of CFS:	1	Percentage of Total:	0.22%
MISSING PERSON / RUNAWAY	Number of CFS:	1	Percentage of Total:	0.22%
MOTOR VEH CRASH / INJURY	Number of CFS:	3	Percentage of Total:	0.65%
MOTOR VEH CRASH / UNK INJURY	Number of CFS:	1	Percentage of Total:	0.22%
MOTOR VEH CRASH/PROP DAMAGE	Number of CFS:	7	Percentage of Total:	1.51%
MOTORIST ASSISTANCE	Number of CFS:	5	Percentage of Total:	1.08%
OUTREACH	Number of CFS:	4	Percentage of Total:	0.86%
PARKING ENFORCEMENT/COMPLAINT	Number of CFS:	1	Percentage of Total:	0.22%
RECKLESS DRIVER	Number of CFS:	8	Percentage of Total:	1.72%
SALVAGE VEHICLE INSPECTION	Number of CFS:	27	Percentage of Total:	5.81%

SUSPICIOUS PERSON/VEH/ACTIVITY	Number of CFS:	20	Percentage of Total:	4.30%
THEFT / FRAUD / FORGERY	Number of CFS:	6	Percentage of Total:	1.29%
TRAFFIC HAZARD	Number of CFS:	5	Percentage of Total:	1.08%
TRAFFIC STOP / ENFORCEMENT	Number of CFS:	139	Percentage of Total:	29.89%
TRESPASS	Number of CFS:	1	Percentage of Total:	0.22%
TRUANCY	Number of CFS:	2	Percentage of Total:	0.43%
VANDALISM / CRIMINAL MISCHIEF	Number of CFS:	3	Percentage of Total:	0.65%
VEHICLE UNLOCK	Number of CFS:	1	Percentage of Total:	0.22%
WELFARE CHECK	Number of CFS:	13	Percentage of Total:	2.80%

Total CFS:	465
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Percentage of CFS by Nature Code

