



CITY COUNCIL MEETING NOTICE

TUESDAY JUNE 14, 2022, 6:00 P.M.

CITY COUNCIL CHAMBERS

AGENDA

1. ROLL CALL

2. APPROVE AGENDA AS PRESENTED AND/OR AMENDED

3. PRESENTATION/RECOGNITION

- a) Development Concept 120 Acres-Vicinity HWY 69 & S. Main Avenue

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

5. PUBLIC HEARINGS

- a) Public Hearing on Proposed Development Agreement with Van Houweling, CD II

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 24 and June 1, 2022 Council Meetings
- b) Approve Payment of Bills and Monthly Treasurer's Report
- c) Approve Resolution No. 22-054 Payment Application No.7 Woodruff Construction Water Treatment Plant Expansion Project
- d) Approve Resolution No. 22-055 Payment Application No. 2 Manatt's Street Rehabilitation Projects
- e) Approve Resolution No. 22-056 Set Hearing FY 22 Budget Amendment
- f) Approve Resolution No. 22-057 Approve FY 23 Salaries
- g) Approve Resolution No. 22-058 Law Enforcement Training & Service Policy
- h) Approve Resolution No. 22-059 Cambridge Law Enforcement Services Contract
- i) Approve Resolution No. 22-060 to Authorize Signatories and Depository Funds Placement
- j) Motion to Approve Appointments of Chief Gerry Stoll and Sergeant Nate Albaugh to Story County E-911 Board
- k) Motion to Approve Appointment of Aimee Fangman to the Library Board of Directors
- l) Motion to Approve Casa Azteca Alcohol Permit
- m) Motion to Approve Posting Request for Proposals
 - i. Building Inspection Services
 - ii. 2022 Comprehensive Plan Update
 - iii. Space Needs Analysis

7. BUSINESS ITEMS

- a) Approve Resolution No. 22-053 Approving Development Agreement with Van Houweling, CD II, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement (*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*)
- b) First Reading of Ordinance No. 524 to Increase Sewer Rates -Background Information as Requested by Council
- c) First Reading Ordinance No. 525 Chapter 140 Driveways-Options as Requested by Council
- d) First Reading Ordinance No. 526 HWY 69 Speed Limit Change Extending 45 MPH Zone HWY 69
- e) First Reading Construction Site Erosion and Sediment Control Ordinance (COSESCO)

8. INFORMATIONAL ITEMS-DIRECTION TO CITY ADMINISTRATOR

- a) Kamp East 1st Street and Deerwood Drive Development Proposal Follow Up

9. CITY ADMINISTRATOR AND DIRECTOR REPORTS

10. MAYOR AND COUNCIL REPORTS

11. WORKSESSION: DISCUSSION AND DIRECTION TO CITY ADMINISTRATOR

- a) Main Avenue Revitalization
- b) Discussion of Variables for Potential Sale of City Owned Property on Main Avenue

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

HUXLEY CITY COUNCIL MEETING MINUTES

Tuesday, May 24, 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 Deaton called the meeting to order at 6:00 pm.

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

AGENDA APPROVAL: Motion by Echer, second by Roberts 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, Gerry Stoll – Police Chief, Mat Kahler – Street Superintendent, Heather Denger – Parks and Recreation Director, Cathy VanMaanen – Library Director

CONSULTANTS PRESENT: Forrest Aldrich – City Engineer/Veenstra & Kimm, Matt O’Hallorean – City Attorney/Brick Gentry

PUBLIC COMMENT:

Resident at 507 Timberlane asked council for decision on driveway.

PUBLIC HEARING: Consideration of Sale of Real Estate Owned by the City of Huxley and being part of Lot 25 Railroad Subdivision No. 2.

Mayor opened meeting at 6:03pm. Dave Jensen presented council with an offer of \$25,000 that included a 5 year TIF agreement for 100 x 200 square feet of property adjacent to amphitheater in Railroad Park.

Motion – Pilcher, second – Thompson to close hearing. 5 ayes, 0 nays, motion carried.

CONSENT AGENDA:

Motion by Kuhn, second by Roberts to approve Consent Agenda items with Items E & F to be pulled for separate discussion.

- 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*)

Pulled for separate action:

- 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*

Claims:

A KING'S THRONE, LLC	PORTO JOHN FOR LARSON	142.95
AFLAC	AFLAC	216.96
ARNOLD MOTOR SUPPLY	RETURN	495.05
BACKFLOW SOLUTIONS, INC.	ONLINE SUBSCRIPTION	495.00
BAKER & TAYLOR ENTERTAINME	BOOKS	576.93
CARDMEMBER SERVICE	SEE ATTACHED	7,553.03
CITY OF ANKENY	TIER AGREEMENT	200.00
CLINTON H. THOMPSON	BASKETBALL LEAGUE OFFICIAL	665.00
COMPASS MINERALS AMERICA	COARSE ROCK SALT	3,875.49
COMPUTER RESOURCE SPECIALI	IT WORK	6,968.31
CONSUMERS ENERGY	ELECTRIC	9,094.36
D & K PRODUCTS	FERTILIZER	957.00
DELTA DENTAL PLAN OF IOWA	DENTAL INSURANCE	1,481.68
DOLLAR GENERAL-REGIONS 410	OFFICE SUPPLIES	20.05
EAGLE BUILDING SUPPLY, INC	DUEL LIGHTS STARTER KIT	791.80
EBS	MEDICAL INSURANCE	19,155.15
EDEN HART	BASKETBALL LEAGUE SCOREKEEPER	182.00

EDWARD JONES	IRA	250.00
FIDELITY SECURITY LIFE	VISION INS	317.63
GALLS, LLC- DBA CARPENTER	UNIFORM PANTS	0.00
GARBAGE GUYS	CITY TRASH PICKUP	405.00
GORDON FLESCH COMPANY, INC	LASERFICHE	420.00
GREAT-WEST LIFE & ANNUITY	DEFERRED COMPENSATION	273.08
ILLINOIS LIBRARY ASSOCIATI	SUMMER READING SUPPLIES	150.86
INTERNAL REVENUE SERVICE	FED WITHOLDING TAX	14,236.44
IPERS	IPERS	19,124.62
JACKSON BROWN	BASKETBALL SCORE KEEPER	72.00
JESSICA KRUPICKA	EARTH DAY-CHILDREN'S GARDENING	50.00
JIMMY KRAFT	PARTY IN THE PARK 2022	600.00
JOHNSTONE SUPPLY	FREIGHT ON INVOICE 3351698	33.95
KATIE JUDGE	REIMBURSEMENT	272.95
KEYSTONE LABORATORIES	MONTHLY WATER SAMPLING	255.00
KURRENT ELECTRIC	EXTERIOR LIGHTS AT NORD KALSEM	1,230.00
LANDMARK MACHINE COMPANY I	MODIFY CAMERA SHAFT	135.00
LINCOLN FINANCIAL GROUP	DISABILITY INSURANCE	1,361.64
MANATTS	STREET PAVING PROJ-PAY EST 1	223,472.54
MARCO, INC.	PUBLIC WORKS COPIER/PRINTER	14.05
MARTIN MARIETTA MATERIALS	CLASS D RIP RAP	747.37
MENARDS - AMES	BOXES	994.75
MIDWEST ALARM SERVICES	FIRE ALARM SYSTEM INSPECTION	811.20
MSA SAFETY SALES, LLC	02 SENSOR RAS BLDG	672.35
MUNICIPAL EMERGENCY SVCS	STRUCTURAL FIRE HELMET	285.00
MUNICIPAL SUPPLY	BLUE AND GREEN FLAGS	104.00
NEW CENTURY FS INC	UNLEADED FUEL	3,368.77
PCC AN AMBULANCE BILLING S	MARCH BILLING	157.13
PITTS LAWN AND TREE SERVIC	TREE & STUMP REMOVAL	500.00
PREMIER	LIBRARY PRINTER FEES	106.37
QUILL CORPORATION	PURCHASE ORDERS	112.38
SAFE BUILDING COMPLIANCE &	BUILDING INSPECTIONS	34,766.59
SATONIUS PARKER	BASKETBALL LEAGUE OFFICIAL	670.00
SPARTAN TOOL LLC	PUSH CAMERA REPAIRS	1,044.55
SPRAYER SPECIALTIES INC.	VALVES AND NOZZLES	100.87
TASC	FLEX BENEFIT PLANS	837.45
TREASURER, STATE OF IOWA	STATE WITHOLDING	4,913.00
U.S. BANK EQUIPMENT FINANC	PRINTER LEASE	104.92
USA BLUEBOOK	NC FLOAT AND NO FLOAT	474.80
VERIZON WIRELESS	PUBLIC WORKS CELL PHONES	366.05
WOODRUFF CONSTRUCTION, LLC	WATER TREATMENT IMPROVEMENTS	409,966.13
PAYROLL		63,677.24
FUND TOTALS:	REVENUES	EXPENSES
001 GENERAL FUND	60,833.68	73,130.50
002 LIBRARY	32,420.35	5,290.79
003 RECREATION	12,424.12	8,611.67
004 FIRE AND RESCUE		1,673.23
014 AMBULANCE	1,273.81	4,404.31
398 DERECHO	697.53	
110 ROAD USE TAX	1,025.00	233,799.34
345 WATER PLANT EXPANSION		409,966.13
600 WATER UTILITY	87,435.83	20,245.95
610 SEWER UTILITY	79,982.31	19,574.03
Grand Total	276,092.63	\$840,373.19

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

Consent Agenda Item E: Motion – Kuhn, second – Echer to TABLE Motion to Approve Annual Service Agreement with Conference Technologies to June 14th Council Meeting. Council asked for clarification on contract. City Administrator to research. Roll Call: Echer, Pilcher, Thompson, Roberts, Kuhn voted yes. Motion carried.

Consent Agenda Item F: Motion – Pilcher, second – Thompson to Approve Posting of Deputy City Clerk with Job Description to Include Human Resource Experience. Posting for Custodial/Maintenance Employee to Include Salary Range. Roll Call: Roberts, Pilcher, Thompson, Echer voted yes; Kuhn voted no. Motion carried.

BUSINESS ITEMS:

Motion – Kuhn, second – Thompson on 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. Roll Call: Pilcher, Roberts voted no; Thompson, Kuhn, Echer voted yes. Motion carried.

Motion – Roberts, second – Thompson on Resolution No. 22-051 Approving Award of Contract to Inroads Asphalt Paving & Materials for Centennial Park/North Park Driveway Entrance & Trail (FY 22 CIP). Roll Call: Echer, Roberts, Pilcher, Thompson voted yes; Kuhn voted no. Motion carried.

Motion – Roberts, second – Thompson on Resolution No. 22-052 Wood Creek Preliminary and Final Plat Story County 2 Mile Subdivision Review 30450 550th Avenue. Roll Call: Roberts, Kuhn voted yes; Thompson, Pilcher, Echer voted no. Motion failed.

Motion – Kuhn, second – Echer to TABLE First Reading of Ordinance No. 515 to Increase Sewer Rates. Council would like to review data for increase. Roll Call: Roberts, Echer, Kuhn, Thompson, Pilcher voted yes. Motion carried.

Council consensus was to not support the funding of Des Moines International Terminal Project.

Motion – Pilcher, second – Roberts to adjourn at 8:06 pm.

WORK SESSION:

Construction Site Erosion and Sediment Control Ordinance (CONSESCO) Overview: Mat Kahler, Street Superintendent, explained the need for such an ordinance. Council asked to have ordinance drafted and brought forward for vote.

Consideration of Service with Veenstra & Kimm, Inc. for Building Inspection and Related Construction Services. Council directed staff to develop Request for Proposal (RFP) for services.

ADJOURNMENT: Motion – Pilcher, second – Roberts to adjourn meeting at 8:46pm. 5 ayes, 0 nays. Motion carried.

Attest:

Kevin Deaton, Mayor

Jolene R. Lettow, City Clerk

HUXLEY CITY COUNCIL SPECIAL MEETING MINUTES

Tuesday, June 1, 2022

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

SPECIAL CITY 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 4:00 pm.

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

AGENDA APPROVAL: Motion by Picher, second by Echer 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

BUSINESS ITEMS:

Motion – Thompson, second – Echer on Resolution No. 22-053 Approving Change Order No. 2 for the Manatt's Street Repair Projects (FY 22 Capital Improvement Plan-CIP). Change order to provide ductile iron piping across 4th Avenue due to unpredicted main size and sanitary sewer location at a cost of \$19,524 more than original contract. Roll Call: Roberts, Kuhn, Thompson, Echer, Pilcher.

Motion – Thompson, second – Echer to Approve Posting of Deputy City Clerk. Councilman Pilcher asked that the job qualifications include human resource experience preferred. 5 ayes. Motion carried.

Motion – Pilcher, second- Echer to Approve Agreement for Service with American Fence Company. Notice to be provided to property owner. Owner responsible for costs of work performed on fence. 4 ayes, 1 nay (Roberts). Motion carried.

ADJOURNMENT: Motion – Pilcher, second – Roberts to adjourn meeting at 4:45pm. 5 ayes, 0 nays. Motion carried.

Submitted by: Jolene R. Lettow, City Clerk

CLAIMS

June 2022

VENDOR NAME	DESCRIPTION	AMOUNT
A.C. Landwin	GUTTER WORK	300
ACCUJET LLC	ROBOTIC CUTTING STORM LINE	4,381.90
ALEX GREENFIELD	BOOT CAMP INSTRUCTOR	80
ALLIANT ENERGY	GAS AND ELECTRIC	\$10,850.38
AMERICAN AUTO AWARDS OF IOWA	CAR DECALS PARTY IN THE PARK	139.45
AMERICAN FENCE COMPANY	IHLE FENCE REMOVAL 306 OAK	1,772.60
ANNE FLECK	WRITERS WORKSHOP	700
ARNOLD MOTOR SUPPLY	MISC	\$280.38
ATLAS ELECTRIC LLC	REPLACE CLARIFIER	2,651.00
BAKER & TAYLOR ENTERTAINMENT	BOOKS	576.93
BRICK GENTRY P.C.	ATTORNEY FEES	3,287.50
BROWNELLS, INC.	RIFLE PARTS	29.99
BUD'S AUTO REPAIR INC	TIRE REPLACEMENT 731	964.71
BULBGUY LIGHTING	LIGHTS FOR FLAG POLE	220.36
CARDMEMBER SERVICE	VISA CHARGES	\$6,774.22
CATHY VANMAANEN	REIMBERSEMENT	63.98
CHAD QUICK	SOCCER REFEREE	154
CINTAS CORPORATION	MED KIT MAINTENACE	72.76
CLAMAN CONSTRUCTION, INC.	BUILDING PERMIT DEPOSIT REFUN	1,000.00
CLARKE ENVIROMENTAL MOSQUITO MANAGEN	MOSQUITO SPRAYING	2,940.00
CLINTON H. THOMPSON	BASKETBALL LEAGUE	705
COMPUTER RESOURCE SPECIALISTS	NEW LAPTOP SET UP	3,534.98
CONTINENTAL MANUFACTURING CHEMIST	TIF	48,129.95
DACIA BUSS	SOCCER REFEREE 10	285
DANKO EMERGENCY EQUIPMENT CO.	RESCUE EQUIPMENT	4,098.46
DAVIS WILCOX	BOOT CAMP INSTRUC	145
DEPARTMENT OF THE TREASURY	FORM 720 - PCORI	50.54
DICKSON & LUANN JENSEN	TIF	74,551.75
DIGITAL ALLY	VIDEO MIGRATION	100
DIVISION OF LABOR	DIVISION OF LABOR	175
DOLLAR GENERAL-REGIONS 410526	OFFICE SUPPLIES	20.05
DORSEY & WHITNEY LLP	DORSEY & WHITNEY	16,500.00
DRAKE ROOFING, INC.	ROFF REPAIRS	\$1,629.00
EDEN HART	BASKETBALL LEAGUE	260
EDWARD JONES	IRA	125
ERIC REIMER, LOCKSMITH	DOOR CODE CHANGE	80
FAREWAY STORES, INC.	TIF	20,410.00
FELD FIRE	WASHER MAINTENACE	337.5
FJELLAND, MATT	TENNIS SUMMER 202	1,813.02
FORMAN FORD	FRONT WINDOW CAUL	4,061.00
FORTERRA PIPE & PRECAST	42' TRASH GUARD T	2,375.00
GALLS, LLC- DBA CARPENTER UNIFORMS	KATIE JUDGE EMS P	46.75
GATEHOUSE-DB IOWA HOLDINGS	GATEHOUSE-DB IOWA	1,029.33
GRADY THOMPSON	SOCCER REFEREE	48

CLAIMS

June 2022

GRANT NASON	SOCCER REFEREE	135
GREAT-WEST LIFE & ANNUITY	DEFERRED COMPENSA	136.54
HOKEL MACHINE SUPPLY	HOSES/CLAMPS	\$408.43
HUXLEY COMMUNICATIONS COOP	HUXLEY COMMUNICAT	\$1,538.07
ILLINOIS LIBRARY ASSOCIATION	SUMMER READING SU	150.86
INTERNAL REVENUE SERVICE	FED WITHOLDING TA	1,720.18
IOWA DOT	BATHROOM ITEMS/SA	\$444.43
IOWA EARTH WORKS, LLC	TIF	2,449.85
IOWA ONE CALL	EMAIL LOCATES	\$72
IOWA PRISON INDUSTRIES	COUNCIL NAME PLAT	71
IPERS	IPERS	\$9,326.56
ISWEP	ISWEP MEMBERSHIP	550
JACKSON BROWN	BASKETBALL LEAGUE	78
JESSICA KRUPICKA	EARTH DAY-CHILDR	50
JOHNSON FITNESS & WELLNESS	MATRI UPRIGHTCYCL	6,979.00
JOHNSTONE SUPPLY	FREIGHT ON INVOIC	33.95
KADING PROPERTIES	TIF	84,516.26
KEMPKER'S TRUE VALUE AND RENTAL	KEMPKER'S TRUE VA	\$560.12
KEYSTONE LABORATORIES	APRIL SAMPLES	170.75
KURRENT ELECTRIC	EXTERIOR LIGHTS A	1,230.00
KW COMMERICAL DES MOINES	PROPERTY EVAL CIT	500
LILLY HUNTRODS	SOCCER REFEREE	91
M.R. PROPERTIES LC	M.R. PROPERTIES L	4,711.72
MARCO TECHNOLOGIES LLC	CITY HALL PRINTER	\$306.75
MARCO, INC.	4TH QUARTER COPIE	227.73
MEADOW LANE INVESTMENTS, LLC	MEADOW LANE INVES	63,505.42
MENARDS - AMES	CLEANER/DISINFECT	10.97
MISCELLANEOUS V BERTHUSEN, MIKE	01-0049-07	93.82
LAPCHESKE, DOROTHY	01-0305-18	36.95
PARSONS, DANIEL	01-1850-02	65.11
GACII, BRIAN	01-1936-05	14.76
BRADLEY, JEFF	02-2068-02	71.75
REDWOOD BUILDERS	02-3048-00	29.64
GREENLAND HOMES	03-0812-00	\$535.74
MSA SAFETY SALES, LLC	02 SENSOR RAS BLD	672.35
MUNICIPAL SUPPLY	MAIN VALVE, LUGS,	4,622.44
NCL OF WISCONSIN, INC.	40g NITR.INHIB RE	82.41
NEIGHBORS HEATING & COOLING	AC REPAIR	635.1
NOVA FITNESS EQUIPMENT	QUARTERLY MAINTNA	933.54
OTIS ELEVATOR COMPANY	3C'S ELEVATOR SER	240.3
OUTDOOR ENVISIONS	MULCH	183.6
OXEN TECHNOLOGY	MICROSOFT MONTHLY	\$1,246.50
OZ, MIKAYLA	OZ, MIKAYLA	350
PACIFIC DRYWALL	PACIFIC DRYWALL	1,172.95
PCC AN AMBULANCE BILLING SERVICE	APRIL AMBULANCE B	213.42

CLAIMS

June 2022

PEPSI-COLA	PEPSI ORDER	235.97
PITTS LAWN AND TREE SERVICE	TREE & STUMP REMO	500
POSTMASTER	POSTMASTER	\$490.14
PREMIER	LIBRARY PRINTER F	\$106.37
QUALITY PEST CONTROL	NORD KALSEM PEST	47
RACOM	RADIO FEES 22-23	5,520.00
REDWOOD BUILDERS, LLC	DEPOSIT REFUND 61	1,000.00
RELIANT FIRE APPARATUS	AIR DRYER 732 REP	219.67
ROBERTS, SUSAN	OFFICE CHAIR	33.17
SANDRY FIRE SUPPLY	NAME PATCHES FOR	360
SATONIUS PARKER	BASKETBALL LEAGUE	605
SCOTT MASON	AMBUALNCE OVERPAY	139.6
SECURE SHRED SOLUTIONS	FILE SHREDDING	111
SKOLD DOOR & FLOOR COMPANY, INC.	SAFE ROOM DOOR MA	462.5
SOUTH STORY BANK & TRUST	SOUTH STORY BANK	28,320.06
STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	\$561.05
TASC - CLIENT INVOICES	FLEXPLAN ADMIN FE	\$69.82
TONYA BECKER	TRX FUSION	50
TREASURER, STATE OF IOWA	STATE WITHHOLDING	3,012.00
TYLER TECHNOLOGIES, INC.	SYSTEM SOFTWARE	\$14,032.23
U.S. BANK EQUIPMENT FINANCE	PRINTER LEASE	104.92
U.S. CELLULAR	MAY AMBULANCE PHO	90.3
USA BLUEBOOK	NC FLOAT AND NO F	\$1,050.83
VEENSTRA & KIMM, INC.	ENGINEERING WATER	\$36,998.81
VERIZON WIRELESS	CELL PHONE BILL	\$607.48
VISIONBANK	VISIONBANK	5,285.52
WINDSTREAM IOWA COMMUNICATIONS	DISPATCH PHONE	169.95

FUND TOTALS

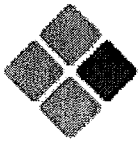
001 GENERAL FUND	46,298.21
002 LIBRARY	6228.01
003 RECREATION	9570.73
004 FIRE AND RESCUE	11815.02
014 AMBULANCE	2118.31
110 ROAD USE TAX	22649.39
125 TIF	333053.48
319 RECREATION NEW EQUIP	6979
345 WATER PLANT EXP	50782.81
600 WATER UTILITY	17893.19
610 SEWER UTILITY	17828.67

GRAND TOTAL:

525,216.82

**Huxley RECAP
May, 2022**

<u>Account No.</u>	<u>Account Name</u>	<u>Statement No.</u>	<u>Balance Due</u>
15398.000	Municipal	376585	\$2,462.50
15398.001	Prosecutions		
15398.002	Fire and Rescue		
15398.003	Prairie Ridge		
15398.005	Litigation		
15398.006	Bond Claims		
15398.011	Planning & Zoning		
15398.012	Public Works		
15398.013	Police	376587	\$162.50
15398.014	Parks		
15398.015	Nuisance Abatement	376586	\$825.00
15398.016	HDC		
15398.017	Library		
15398.018	Development		
Total:			\$3,450.00



BRICK GENTRY P.C.

Attorneys & Counselors At Law
6701 Westown Parkway, Ste 100
West Des Moines, IA 50266

Telephone: 515 274-1450

Facsimile: 515 274-1488

City of Huxley
Attn: Rita Conner
515 North Main Street
Huxley, IA 50124

Statement Date:

May 25, 2022

Statement No.

376585

Account No.

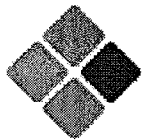
15398.000

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Re: Municipal
ASB

Fees

04/26/2022	MRO	Attend City Council Meeting.	562.50
04/27/2022	ASB	Review of correspondence from Rita Conner regarding Fortner Building. Review of correspondence from Jeff Begg regarding same.	25.00
	ASB	Conference with Matt O'Hollearn regarding numerous matters.	50.00
	ASB	Correspondence regarding request for closed session.	25.00
	ASB	Call from Rita Conner regarding various matters.	37.50
04/29/2022	ASB	Review of correspondence from Rita Conner regarding Real Estate matters. Response to same.	37.50
	ASB	Phone conference with Dave Kuhn, Rita Conner, Jeff Begg and Matt O'Hollearn.	137.50
	ASB	Call from Rita Conner regarding Offer by Dave Jensen.	25.00
05/02/2022	ASB	Review of correspondence and documents from Rita Conner regarding offers to purchase Lot 25 in Railroad Subdivision. Preparation of Resolution Setting Hearing and Notice of Hearing. Correspondence regarding same.	125.00
	ASB	Preparation of Resolution approving sale.	62.50
	ASB	Review of and revisions to May 10th Proceeding on Hatch Development. Correspondence regarding same.	50.00
05/03/2022	ASB	Review of 5/3/22 Agenda packet. Correspondence regarding same.	50.00
	ASB	Review of correspondence from Rita Conner regarding same.	12.50
	ASB	Call from Rita Conner regarding 5/3/22 Council meeting.	25.00



BRICK GENTRY P.C.

Attorneys & Counselors At Law
6701 Westown Parkway, Ste 100
West Des Moines, IA 50266

Telephone: 515 274-1450

Facsimile: 515 274-1488

City of Huxley
Attn: Rita Conner
515 North Main Street
Huxley, IA 50124

Statement Date: May 25, 2022
Statement No. 376585
Account No. 15398.000
Page: 2

Re: Municipal

05/06/2022	ASB	Review of correspondence and Hold Harmless Agreement from Rita Conner. Correspondence regarding same.	50.00
	ASB	Call from Rita Conner regarding procedural matters.	37.50
05/09/2022	ASB	Review of 5/10/22 Council Agenda packet.	100.00
05/10/2022	ASB	Attended 5/10/22 Council meeting.	187.50
05/16/2022	ASB	Review of correspondence regarding Timber Ridge Stormwater Easement. Correspondence regarding same. Preparation of draft easements.	100.00
05/20/2022	ASB	Review of correspondence and documentation regarding 517 Prairie View Drive. File review to find information regarding same. Review of correspondence from Forrest Aldrich. Correspondence regarding Meadow View Plat 4. Preparation of Release.	100.00
	ASB	Review of and revisions to Timber Ridge Storm Water Easements. Correspondence regarding same.	50.00
05/24/2022	ASB	Review of 5/29/22 Council Agenda packet. Legal research regarding sale of real property. Conference with Matt O'Hollearn.	112.50
	MRO	Attend city council meeting	500.00
		For Current Services Rendered	2,462.50

Recapitulation

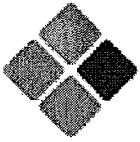
<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Amy Beattie	Attorney	11.20	\$125.00	\$1,400.00
Matt O'Hollearn	Attorney	8.50	125.00	1,062.50

Total Current Work 2,462.50

Previous Balance \$1,712.50

Payments

05/13/2022 Payment -1,712.50



BRICK GENTRY P.C.

Attorneys & Counselors At Law
6701 Westown Parkway, Ste 100
West Des Moines, IA 50266

Telephone: 515 274-1450

Facsimile: 515 274-1488

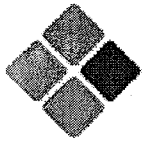
City of Huxley
Attn: Rita Conner
515 North Main Street
Huxley, IA 50124

Statement Date:	May 25, 2022
Statement No.	376585
Account No.	15398.000
Page:	3

Re: Municipal
Balance Due

\$2,462.50

Thank you.



BRICK GENTRY P.C.

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West Des Moines, IA 50266

Telephone: 515 274-1450

Facsimile: 515 274-1488

City of Huxley
Attn: Rita Conner
515 North Main Street
Huxley, IA 50124

Statement Date:

May 25, 2022

Statement No.

376586

Account No.

15398.015

Page: 1

Re: Nuisance Abatement
ASB

Fees

04/29/2022	MRO	Meeting with Rita Conner, Dave Kuhn, Jeff Begg, and Amy Beattie to discuss Fortner property.	137.50
05/06/2022	ASB	Review of correspondence from Rita Conner regarding Fortner building. Correspondence regarding same. Review of correspondence from Rita Conner.	37.50
	MRO	Email Rita regarding notice to Ihles before entering property to abate.	62.50
05/09/2022	ASB	Review of correspondence from Rita Conner regarding Fortner. Correspondence with her.	25.00
	ASB	Conference with Matt O'Hollearn.	37.50
	ASB	Review of correspondence and documentation from Safe Building.	37.50
	ASB	Conference call regarding Fortner Building.	87.50
	MRO	Phone call with Jeff Begg regarding permit for Fortner property; Participate in telephone conference with city staff regarding Fortner property.	150.00
05/11/2022	MRO	Phone call with Everett Ihles regarding fence abatement and request for old fence permit; Email Rita requesting fence permit.	50.00
05/12/2022	ASB	Review of correspondence regarding Ihle fence matter.	25.00
	ASB	Call from Rita Conner regarding Fortner. Review of correspondence from Rita Conner. Response to same.	62.50
05/16/2022	ASB	Review of correspondence and documentation regarding Fortner property from Rita Conner, Jeff Begg and Pat Carruthers-Green.	62.50



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City of Huxley
Attn: Rita Conner
515 North Main Street
Huxley, IA 50124

Statement Date: May 25, 2022
Statement No. 376586
Account No. 15398.015
Page: 2

Re: Nuisance Abatement

05/17/2022	MRO	Phone call with Rita Conner regarding permitting for Fortner property.	50.00
		For Current Services Rendered	825.00

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Amy Beattie	Attorney	3.00	\$125.00	\$375.00
Matt O'Hollearn	Attorney	3.60	125.00	450.00

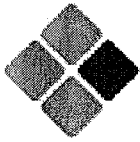
Recapitulation

Total Current Work	825.00
Previous Balance	\$312.50

Payments

05/13/2022	Payment	-312.50
	Balance Due	<u>\$825.00</u>

Thank you.



BRICK GENTRY P.C.

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West Des Moines, IA 50266

Telephone: 515 274-1450

Facsimile: 515 274-1488

City of Huxley
Attn: Rita Conner
515 North Main Street
Huxley, IA 50124

Statement Date: May 25, 2022
Statement No. 376587
Account No. 15398.013
Page: 1

Re: Police
ASB

Fees

05/20/2022	ASB	Review of and revisions to Reimbursement Agreement. Correspondence regarding same.	50.00
05/23/2022	ASB	Review of correspondence from Chief Stoll regarding policy for reimbursement. Correspondence with him. Review of correspondence from Rita Conner regarding same.	37.50
	ASB	Preparation of Resolution Approving Reimbursement policy. For Current Services Rendered	75.00 162.50

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Amy Beattie	Attorney	1.30	\$125.00	\$162.50

Recapitulation

Total Current Work	162.50
Previous Balance	\$437.50

Payments

05/13/2022	Payment	-437.50
Balance Due	<u>\$162.50</u>	

Thank you.

CITY OF HUXLEY
YEAR TO DATE TREASURERS REPORT
AS OF: MAY 31ST, 2022

FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES	NET CHANGE IN ASSETS	Y-T-D EXPENDITURES	NET CHANGE IN LIABILITIES	CLOSING BALANCE	INVESTMENTS YTD BALANCE	CHECKING BALANCE
001-GENERAL FUND	2,923,073.05	2,378,906.05	0.00	1,731,776.69 (	83,738.53)	3,486,463.88	19,398.72	3,505,862.60
002-LIBRARY	0.00	95,435.53	0.00	206,911.14 (	2,713.73) (	114,189.34)	0.00 (	114,189.34)
003-RECREATION	0.00	185,091.17	0.00	233,647.31 (	676.94) (	49,233.08)	0.00 (	49,233.08)
004-FIRE AND RESCUE	0.00	20,078.27	0.00	76,502.44 (	29.98) (	56,454.15)	0.00 (	56,454.15)
006-CEMETERY	4,517.62	851.00	0.00	0.00 (	50.00)	5,318.62	0.00	5,318.62
014-AMBULANCE	0.00	34,098.31	0.00	85,238.88	0.00 (	51,140.57)	0.00 (	51,140.57)
110-ROAD USE TAX	625,819.93	468,940.85	0.00	576,665.69 (	266,249.22)	251,845.87	0.00	251,845.87
121-LOCAL OPTION TAX	0.00	534,729.78	0.00	0.00	0.00	534,729.78	0.00	534,729.78
124-LMI	639,849.08	0.00	0.00	1,831.59	0.00	638,017.49	0.00	638,017.49
125-TIF	66,332.12	4,975,782.99	0.00	589,511.15	0.00	4,452,603.96	0.00	4,452,603.96
140-CUSTOMER DEPOSITS	48,420.00	0.00	0.00	0.00 (	2,355.00)	46,065.00	0.00	46,065.00
200-DEBT SERVICE FUND	745,154.85	805,713.10	0.00	2,725,863.27	0.00 (	1,174,995.32)	0.00 (	1,174,995.32)
303-LIBRARY PROJECT FUND	8,079.69	10,000.00	0.00	0.00	0.00	18,079.69	0.00	18,079.69
319-RECREATION NEW EQUIPMENT	14,868.78	0.00	0.00	6,628.00	0.00	8,240.78	0.00	8,240.78
325-E. 1ST ST RECONSTRUCTION	184,954.28	0.00	0.00	632,430.50 (	11,322.16) (	458,798.38)	0.00 (	458,798.38)
332-CENTENNIAL WEST	46,917.69	0.00	0.00	0.00	0.00	46,917.69	0.00	46,917.69
338-WATER METERS	3,560.00	0.00	0.00	1,170.00	0.00	2,390.00	0.00	2,390.00
339-560TH AVENUE PAVING	89,071.66	0.00	0.00	0.00	0.00	89,071.66	0.00	89,071.66
340-Trail Paving Project	128,289.28	10,804.07	0.00	0.00	0.00	139,093.35	0.00	139,093.35
342-HMGP Generator Project	(45,764.37)	0.00	0.00	0.00	0.00 (	45,764.37)	0.00 (	45,764.37)
343-KUM N GO WATER & SEWER	202,938.54	0.00	0.00	0.00	0.00	202,938.54	0.00	202,938.54
344-STREET & WATER REPAIRS	(360,356.38)	0.00	0.00	0.00	360,356.38	0.00	0.00	0.00
345-WATER PLANT EXPANSION	(190,567.01)	12,322,202.19	0.00	2,404,657.98 (	69,306.28)	9,657,670.92	0.00	9,657,670.92
398-DERECHO STORM	(165,639.37)	183,746.93	0.00	52,606.54 (	1,749.85) (	36,248.83)	0.00 (	36,248.83)
402-Main Ave Stormwater Sewer	(45,764.37)	0.00	0.00	0.00	45,764.37	0.00	0.00	0.00
600-WATER UTILITY	974,289.90	1,018,895.55	0.00	470,116.96 (	104,032.71)	1,419,035.78	204,355.22	1,623,391.00
601-WATER SINKING FUND	0.00	0.00	0.00	288.75	0.00 (	288.75)	0.00 (	288.75)
602-WATER RESERVE FUND	98,500.00	0.00	0.00	0.00	0.00	98,500.00	0.00	98,500.00
610-SEWER UTILITY	1,337,544.03	932,122.09	0.00	702,705.47 (	2,446.03)	1,564,514.62	106,855.22	1,671,369.84
611-SEWER SINKING FUND	0.00	0.00	0.00	12,005.00	0.00 (	12,005.00)	0.00 (	12,005.00)
612-SEWER RESERVE FUND	90,565.00	0.00	0.00	0.00	0.00	90,565.00	0.00	90,565.00
GRAND TOTAL	7,424,654.00	23,977,397.88	0.00	10,510,557.36 (	138,549.68)	20,752,944.84	330,609.16	21,083,554.00
	=====	=====	=====	=====	=====	=====	=====	=====

*** END OF REPORT ***

COUNCIL COMMUNICATION

AGENDA HEADING:

Approving Payment Application No. 7 for the Water Treatment Plant Improvements Project

SUBMITTED BY:

Rita Conner, City Administrator; Forrest Aldrich, City Engineer

SYNOPSIS:

Veenstra and Kimm, Inc (Forrest Aldrich, P.E., 3000 Westown Parkway West Des Moines, Iowa 50266) has submitted pay application No.7 from Woodruff Construction (1920 Philadelphia Street\ Ames, Iowa 50010) in the amount of \$1,463,776.27 for work completed from April 30, 2022 to May 30, 2022 on the Water Treatment Plant Improvements Project.

Additional information is below and in the attachments.

FISCAL IMPACT:

Amount: \$ 1,463,776.27

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

ADDITIONAL INFORMATION: YES

Payment Application No.7 is summarized below:

- An additional 5% of the General Conditions items;
- Excavation for building footings;
- Installation of sanitary sewer;
- Installation of water main piping;
- Testing associated with excavation and installation of pipe;
- Material stored on and off site, see attached certificate of property insurance and invoices;
- Progress payment for the reverse osmosis units.

Specific work performed during this time period:

Woodruff Co. and Con-Struct Co.

- Excavation of footing for the north building addition, soils test and approved prior to rock backfill and compaction.
- All reinforcement steel set, tied, measured and inspection for north building addition approved prior to pcc pour.
- Sump pit footings and walls for north building addition completed.

COUNCIL COMMUNICATION

- Footings and walls for north building addition completed. Footing and walls for support columns within north building addition completed.
- All above items have passed multiple concrete and soil testing.

J & K Construction

- Removal of hydrant and all valves within the north building addition completed.
- Installation of 16" ground storage influent and 18" ground storage effluent lines, hydrant and valves both under new addition and toward the new storage tank completed.
- Installation of future 12" finished water main completed.
- Installation of future raw water main completed.
- New raw water line to detention tank completed.
- Removal of both grinder pumps and electrical control system prior to connection of new gravity sewer service line from existing water plant completed.
- Relocation of existing 6" force main completed.
- Pressure and vacuum testing of new 8" sewer main and manholes completed.
- Multiple trench moisture and compaction testing completed.

PREVIOUS COUNCIL ACTION(S): YES

- | | |
|---------------------|--|
| • October 12, 2021 | Council Approved Notice to Proceed, Contract and Bonds |
| • December 14, 2021 | Council Approved Payment Application No. 1 |
| • January 11, 2022 | Council Approved Payment Application No. 2 |
| • February 8, 2022 | Council Approved Payment Application No. 3 |
| • March 8, 2022 | Council Approved Payment Application No. 4 |
| • April 12, 2022 | Council Approved Payment Application No. 5 |
| • May 10, 2022 | Council Approved Payment Application No.6 |

RECOMMENDATION: APPROVAL

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

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

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

RESOLUTION NO. 22-054

**RESOLUTION APPROVING PAYMENT APPLICATION NO. 7 FOR THE
WATER TREATMENT PLANT IMPROVEMENTS PROJECT**

WHEREAS, on October 12, 2021 by Resolution No. 21-085, City Council approved the notice to proceed, contract, and bond with a general contractor and authorized Mayor to execute the contract with Woodruff Construction for the Water Treatment Plant Improvements project and;

WHEREAS, Veenstra & Kimm, Inc. has reviewed the seventh payment application in the amount of \$1,463,776.27 and recommend payment.

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

Payment No. 7 in the amount of \$1,463,776.27 is hereby approved.

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

PASSED, ADOPTED AND APPROVED this 14th day of June 2022.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 22-054** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 14th day of June 2022

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk



VEENSTRA & KIMM, INC.

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

PAY ESTIMATE NO. 7

Date: July 7, 2022

Project Title	Water Treatment Plant Improvements		Contractor	Woodruff Construction	
	Huxley, Iowa			1920 Philadelphia St. #102	
				Ames, Iowa 50010	
Orig. Contract Amount & Date	\$10,995,400.00	October 12, 2021	Pay Period	April 30, 2022 to May 30, 2022	


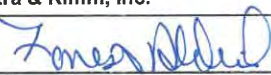
BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
01000	Bonds & Insurance	LS	xxxx	\$ 303,585.00	\$ 303,585.00	100%	\$303,585.00
01000	General Conditions	LS	xxxx	\$ 661,000.00	\$ 661,000.00	35%	\$231,350.00
02050	Demolition & Modifications	LS	xxxx	\$ 74,228.00	\$ 74,228.00		\$0.00
02200	Earthwork, Excavation & Backfill	LS	xxxx	\$ 328,700.00	\$ 328,700.00	54%	\$176,202.00
02520	Pavement & Sidewalks	LS	xxxx	\$ 84,400.00	\$ 84,400.00		\$0.00
02610	Buried Piping & Site Utilities	LS	xxxx	\$ 679,470.00	\$ 679,470.00	86%	\$584,344.20
02830	Chain Link Fencing, Gates	LS	xxxx	\$ 35,500.00	\$ 35,500.00		\$0.00
03200	Concrete Reinforcement - Material	LS	xxxx	\$ 109,067.00	\$ 109,067.00	45%	\$49,080.15
03300	Detention Tank Concrete	LS	xxxx	\$ 197,800.00	\$ 197,800.00	100%	\$197,800.00
03300	Building Concrete Foundations	LS	xxxx	\$ 137,600.00	\$ 137,600.00	89%	\$122,000.00
03300	Building Concrete Sog	LS	xxxx	\$ 89,300.00	\$ 89,300.00		\$0.00
03300	Ground Storage Tank Concrete	LS	xxxx	\$ 75,200.00	\$ 75,200.00		\$0.00
03300	Concrete Equipment & Housekeeping Pads	LS	xxxx	\$ 68,600.00	\$ 68,600.00		\$0.00
03421	Precast Concrete	LS	xxxx	\$ 145,800.00	\$ 145,800.00		\$0.00
04200	Masonry	LS	xxxx	\$ 334,900.00	\$ 334,900.00		\$0.00
05120	Structural Steel & Metal Fabrications	LS	xxxx	\$ 182,500.00	\$ 182,500.00		\$0.00
06100	Rough Carpentry	LS	xxxx	\$ 7,200.00	\$ 7,200.00		\$0.00
06250	Cabinets, Countertops & Furniture	LS	xxxx	\$ 25,000.00	\$ 25,000.00		\$0.00
07110	Damproofing	LS	xxxx	\$ 8,050.00	\$ 8,050.00	100%	\$8,050.00
07410	SS Metal Roof & Gutters	LS	xxxx	\$ 230,000.00	\$ 230,000.00		\$0.00
07900	Joint Sealers	LS	xxxx	\$ 8,500.00	\$ 8,500.00		\$0.00
07540	PVC Membrane Roofing & Metal Coping	LS	xxxx	\$ 31,400.00	\$ 31,400.00		\$0.00
08110	Steel Doors, Frames & Hardward	LS	xxxx	\$ 31,850.00	\$ 31,850.00		\$0.00
08120	Aluminum Doors, Frames & Glazing	LS	xxxx	\$ 14,300.00	\$ 14,300.00		\$0.00
08306	Access Hatches	LS	xxxx	\$ 8,700.00	\$ 8,700.00		\$0.00
08330	Coiling Overhead Door	LS	xxxx	\$ 14,300.00	\$ 14,300.00		\$0.00
09510	Acoustical Ceilings	LS	xxxx	\$ 5,600.00	\$ 5,600.00		\$0.00
09650	Resilient Tile Flooring	LS	xxxx	\$ 8,900.00	\$ 8,900.00		\$0.00
09702	Decorative Quartz Epoxy Flooring	LS	xxxx	\$ 4,700.00	\$ 4,700.00		\$0.00
09900	Painting & Coatings	LS	xxxx	\$ 100,600.00	\$ 100,600.00		\$0.00
10400	Identifying Devices	LS	xxxx	\$ 7,500.00	\$ 7,500.00		\$0.00
10522	Fire Extinguishers	LS	xxxx	\$ 1,300.00	\$ 1,300.00		\$0.00
11200	Aerator	LS	xxxx	\$ 69,500.00	\$ 69,500.00		\$0.00
11224	Chemical Feed & Gas Disinfection Equipment	LS	xxxx	\$ 313,250.00	\$ 313,250.00		\$0.00
11320	Membrane Softening System	LS	xxxx	\$ 1,980,000.00	\$1,980,000.00		\$0.00
11321	Horizontal Pressure Filters	LS	xxxx	\$ 941,700.00	\$ 941,700.00		\$0.00
11405	Pumps	LS	xxxx	\$ 167,600.00	\$ 167,600.00		\$0.00
12490	Window Roller Shades	LS	xxxx	\$ 1,400.00	\$ 1,400.00		\$0.00
13200	Ground Storage Tank	LS	xxxx	\$ 728,000.00	\$ 728,000.00		\$0.00
13570	Inside Process Piping & Valves	LS	xxxx	\$ 861,500.00	\$ 861,500.00		\$0.00
14310	Hoisting Equipment	LS	xxxx	\$ 2,400.00	\$ 2,400.00		\$0.00
15400	Plumbing	LS	xxxx	\$ 128,500.00	\$ 128,500.00		\$0.00
15600	Heating, Ventilation & Air Conditioning	LS	xxxx	\$ 163,200.00	\$ 163,200.00		\$0.00
16000	Electrical Distribution & Lighting	LS	xxxx	\$ 812,800.00	\$ 812,800.00		\$0.00
16480	Low Voltage Motor Control Centers	LS	xxxx	\$ 145,000.00	\$ 145,000.00		\$0.00
16620	Standby Generator System	LS	xxxx	\$ 250,000.00	\$ 250,000.00		\$0.00
17100	Process Control & Instrumentation Systems	LS	xxxx	\$ 415,000.00	\$ 415,000.00		\$0.00

[illegible]

SUMMARY					
			Contract Price		Value Completed
Original Contract Price			\$10,995,400.00		\$1,672,411.35
Approved Change Order (list each)		No. 1			
		No.2			
		No. 3			
		No. 4			
Revised Contract Price			\$10,995,400.00		\$1,672,411.35
Materials Stored					\$1,425,750.18
Value of Completed Work and Materials Stored					\$3,098,161.53
Less Retained Percentage (5%)					\$154,908.08
Net Amount Due This Estimate					\$2,943,253.45
Less Estimate(s) Previously Approved		No. 1	\$319,803.25		
		No. 2	\$219,410.20		
		No. 3	\$67,944.00		
		No. 4	\$180,555.10		
		No. 5	\$281,798.50		
		No. 6	\$409,966.13		
		No. 7			
		No. 8			
Total Previously Approved					\$1,479,477.18
Percent Complete	15%	Amount Due This Estimate			\$1,463,776.27

The amount **\$1,463,776.27** is recommended for approval for payment in accordance with the terms of the Contract.

Prepared By: Woodruff Construction		Recommended By: Veenstra & Kimm, Inc.		Approved By: City of Huxley	
Signature		Signature		Signature	
	<small>Digitally signed by Zach Phillips Date: 2022.06.08 09:31:49-05'00'</small>				
Title	Project Manager	Title	Project Engineer	Title	Mayor
Date	6/8/2022	Date	6/8/2022	Date	



INVOICE		
DATE	NUMBER	PAGE
4/29/2022	031286	1 of 1

B WOC101
I WOODRUFF CONSTRUCTION
L 1920 PHILADELPHIA ST
L SUITE 102
T AMES, IA 50010
O

S WOODRUFF CONSTRUCTION
H 1721 EAST 1ST STREET
I ATTN: BOB PERRY
P CAMBRIDGE, IA 50046
T
O

ATTENTION:
BOB PERRY

515-450-4450

BOBP@WOODRUFF.BUILD

CUSTOMER REF/PO #		JOB #	JOB TITLE	SLP	SHIPPING TYPE	TERMS
21105-11		0037183	DEZURIK, WASTEWATER	JPH/POL	FREIGHT ALLOWED	NET 30
QUANTITY		PART NO.	DESCRIPTION		UNIT PRICE	EXTENDED
B/O	Ship					

0.00	5	VPDPEC3F1F11	DEZURIK, VALVE, PLUG PEC, 3", F1, CI, NBR, CR, SB0, *LV		\$269.00	\$1,345.00
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PLEASE REMIT TO:
MELLEN & ASSOCIATES
3404 SOUTH 11TH STREET
COUNCIL BLUFFS, IA 51501

This invoice is subject to and incorporates by reference Mellen & Associates ("Mellen") Terms & Conditions and Customer Warranty available at www.melleninc.com which will be provided by email upon written request. Buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Mellen's website.

***TERMS OF PAYMENT ARE NET 30 DAYS FROM DATE OF INVOICE *A 7% PER ANNUM SERVICE CHARGE SHALL BE APPLIED TO ANY BALANCE *PAST DUE INVOICES WILL BE SUBJECT TO A SERVICE CHARGE OF 1/5% PER MONTH**

SUBTOTAL:	\$ 1,345.00
TAX:	\$ 0.00
TOTAL:	\$ 1,345.00

3404 South 11th Street Council Bluffs, IA 51501 - Phone: 712-322-9333 - Fax: 712-322-6557

www.Melleninc.com



INVOICE		
DATE	NUMBER	PAGE
4/27/2022	031257	1 of 5

B WOC101
I WOODRUFF CONSTRUCTION
L 1920 PHILADELPHIA ST
L SUITE 102
T AMES, IA 50010
O

S WOODRUFF CONSTRUCTION
H 1721 EAST 1ST STREET
I ATTN: BOB PERRY
P CAMBRIDGE, IA 50046
T
O

ATTENTION:
BOB PERRY

515-450-4450

BOBP@WOODRUFF.BUILD

CUSTOMER REF/PO #		JOB #	JOB TITLE	SLP	SHIPPING TYPE	TERMS
21105-11		0037183	DEZURIK, WASTEWATER	JPH/POL	FREIGHT ALLOWED	NET 30
QUANTITY		PART NO.	DESCRIPTION		UNIT PRICE	EXTENDED
B/O	Ship					

0.00	4	VCACSC106AFD2	APCO, VALVE, CHECK CSC, 10,600A, F1, DI, S2, M		\$828.00	\$3,312.00
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0.00	2	VBDB8F11M860	DEZURIK, VALVE, BUTTERFLY, BAW BAW, 8, F1, CI, NBRN, NBR, 150B, DI-S2S30SC0, *GS-6B-CW8		\$913.00	\$1,826.00
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0.00	1	VAAAV22D3N7	APCO, VALVE, AIR, AVV AVV, 2, 140, T1,, DI-300A, NBR-, S2-S2-S2*		\$314.00	\$314.00
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0.00	5	VARARV15A7S2	APCO, VALVE, AIR, ARV ARV, 1, 50A, T1, DI, R332-NBR, S2-S2-S2*		\$174.00	\$870.00
------	---	--------------	---	--	----------	----------

0.00	5	MA1069	ACC*IBV-PW-1			
------	---	--------	--------------	--	--	--

0.00	1	4A6073P	CHAINWHEEL; TR2.5; DI; 12 1/2" D			
------	---	---------	----------------------------------	--	--	--

FUW 10104008561ASS

TAG: 29

0.00	5	10106008561ASS	6" RSGV W/HDWHL 0600 KSFV (RESILIENT SEATED GATE VALVE) NRS; DUAL RATED BODY/BONNET: C509		\$749.00	\$3,745.00
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INVOICE		
DATE	NUMBER	PAGE
4/27/2022	031257	2 of 5

QUANTITY		PART NO.	DESCRIPTION	UNIT PRICE	EXTENDED
B/O	Ship				

CAST IRON
ENDS: FL
WEDGE: EPDM
ENCAPSULATED
PAINT: FBE
CAST: (9.5-15 MILS DFT)
MACH: (6-9 MILS DFT)
HARDWARE: 304SS
STEM: O/L, C86700
SEAL: O-RING
GEAR/MOTOR: N/A
TAP: 3/4" @ "A"
OPERATOR: HANDWHEEL

TAG: 18A,18B,26A, 26B,27

0.00 2 10106008561ASS

6" RSGV W/CWWHL
0600 KSFV (RESILIENT
SEATED GATE VALVE)
NRS; DUAL RATED
BODY/BONNET: C509
CAST IRON
ENDS: FL
WEDGE: EPDM
ENCAPSULATED
PAINT: FBE
CAST: (9.5-15 MILS DFT)
MACH: (6-9 MILS DFT)
HARDWARE: 304SS
STEM: O/L, C86700
SEAL: O-RING
GEAR/MOTOR: N/A
TAP: 3/4" @ "A"
OPERATOR: HANDWHEEL/CHAINWHEEL

\$1,031.00 \$2,062.00

TAG: 31, 33

0.00 2 4A6073P

CHAINWHEEL;TR2.5;DI;12 1/2" D

FUW 10106008561ASS

TAG: 31, 33

0.00 5 10108008561ASS

8" RSGV W/HDWHL
0800 KSFV (RESILIENT
SEATED GATE VALVE)
NRS; DUAL RATED

\$1,232.00 \$6,160.00



INVOICE		
DATE	NUMBER	PAGE
4/27/2022	031257	3 of 5

QUANTITY		PART NO.	DESCRIPTION	UNIT PRICE	EXTENDED
B/O	Ship				

BODY/BONNET: C509
CAST IRON
ENDS: FL
WEDGE: EPDM
ENCAPSULATED
PAINT: FBE
CAST: (9.5-15 MILS DFT)
MACH: (6-9 MILS DFT)
HARDWARE: 304SS
STEM: O/L, C86700
SEAL: O-RING
GEAR/MOTOR: N/A
TAP: 3/4" @ "A"
OPERATOR: HANDWHEEL

TAG: 4A, 23A, 23B, 23C, 23D

0.00 2 10108008561ASS

8" RSGV W/CWHL
0800 KSFV (RESILIENT
SEATED GATE VALVE)
NRS; DUAL RATED
BODY/BONNET: C509
CAST IRON
ENDS: FL
WEDGE: EPDM
ENCAPSULATED
PAINT: FBE
CAST: (9.5-15 MILS DFT)
MACH: (6-9 MILS DFT)
HARDWARE: 304SS
STEM: O/L, C86700
SEAL: O-RING
GEAR/MOTOR: N/A
TAP: 3/4" @ "A"
OPERATOR: CHAINWHEEL

\$1,515.00 \$3,030.00

TAG: 30,32

0.00 2 4A6073P

CHAINWHEEL;TR2.5;DI;12 1/2" D

FUW 10108008561ASS

TAG: 30, 32

0.00 2 10110008561ASS

10" RSGV W/ HDWHL

\$2,179.00 \$4,358.00



INVOICE		
DATE	NUMBER	PAGE
4/27/2022	031257	4 of 5

QUANTITY		PART NO.	DESCRIPTION	UNIT PRICE	EXTENDED
B/O	Ship				

1000 KSFV (RESILIENT
SEATED GATE VALVE)
NRS; DUAL RATED
BODY/BONNET: C509
CAST IRON
ENDS: FL
WEDGE: EPDM
ENCAPSULATED
PAINT: FBE
CAST: (9.5-15 MILS DFT)
MACH: (6-9 MILS DFT)
HARDWARE: 304SS
STEM: O/L, C86700
SEAL: O-RING
GEAR/MOTOR: N/A
TAP: 3/4" @ "A"
OPERATOR: CHAINWHEEL ON 2 PCS & HANDWHEEL ON 1PC

TAG: 25A, 25B

0.00 2 4A6074P

CHWHEEL;TR3;DI;15 1/2" DIA

FUW 10110008561ASS

TAG: 25A, 25B

0.00 2 10110008561ASS

10" RSGV W/ HDWHL
1000 KSFV (RESILIENT
SEATED GATE VALVE)
NRS; DUAL RATED
BODY/BONNET: C509
CAST IRON
ENDS: FL
WEDGE: EPDM
ENCAPSULATED
PAINT: FBE
CAST: (9.5-15 MILS DFT)
MACH: (6-9 MILS DFT)
HARDWARE: 304SS
STEM: O/L, C86700
SEAL: O-RING
GEAR/MOTOR: N/A
TAP: 3/4" @ "A"
OPERATOR: HANDWHEEL

\$1,859.00 \$3,718.00

TAG25C, 25D



INVOICE		
DATE	NUMBER	PAGE
4/27/2022	031257	5 of 5

QUANTITY		PART NO.	DESCRIPTION	UNIT PRICE	EXTENDED
B/O	Ship				
0.00	1	10112008561ASS	12" RSGV W/CHWHL 1200 KSFV (RESILIENT SEATED GATE VALVE) NRS; DUAL RATED BODY/BONNET: C509 CAST IRON ENDS: FL WEDGE: EPDM ENCAPSULATED PAINT: FBE CAST: (9.5-15 MILS DFT) MACH: (6-9 MILS DFT) HARDWARE: 304SS STEM: O/L, C86700 SEAL: O-RING GEAR/MOTOR: N/A TAP: 3/4" @ "A" OPERATOR: CHAINWHEEL	\$2,654.00	\$2,654.00
0.00	1	4A6075P	TAG: 1 WATER PLANT CHWL;TR3;DI;19" DIA		
			FUW 10112008561ASS		
0.00	5	4A6078P	TAG: 1 WATER PLANT CHWL TR5;;DI;30" DIA		
			FUW 263816201275209		
			TAG: 13,14, 15, 16, 22		

PLEASE REMIT TO:
MELLEN & ASSOCIATES
3404 SOUTH 11TH STREET
COUNCIL BLUFFS, IA 51501

This invoice is subject to and incorporates by reference Mellen & Associates ("Mellen") Terms & Conditions and Customer Warranty available at:
www.melleninc.com which will be provided by email upon written request. Buyer expressly agrees to the provisions set forth in the Terms &
Conditions and Customer Warranty posted on Mellen's website.

***TERMS OF PAYMENT ARE NET 30 DAYS FROM DATE OF INVOICE *A 7% PER ANNUM SERVICE
CHARGE SHALL BE APPLIED TO ANY BALANCE *PAST DUE INVOICES WILL BE SUBJECT TO A
SERVICE CHARGE OF 1/5% PER MONTH**

SUBTOTAL: \$ 32,049.00

TAX: \$ 0.00

TOTAL: \$ 32,049.00

3404 South 11th Street Council Bluffs, IA 51501 - Phone: 712-322-9333 - Fax: 712-322-6557

www.Melleninc.com

PAYMENT REQUEST

CUSTOMER:

BREUER METAL CRAFTSMEN 500 BEICHL AVE. BEAVER DAM, WI 53916

PROJECT NAME:	HUXLEY WTP
YOUR JOB#	21105-16
CONTRACTOR:	WOODRUFF CONSTRUCTION
REQUEST NUMBER	1
DATE:	4/18/2022

1. Original Contract Amount:	\$165,200.00
2. Total Signed Change Orders (to date):	\$650.00
3. Revised Contract Amount (line 1+2):	\$165,850.00
4. Work Previously Billed:	\$0.00
5. Work Per Current Billing:	\$ 1,417.29
6. Total Value of Work to Date (line 4+5)	\$1,417.29
7. Previously Retained:	\$ -
8. Retained Per Current Billing:	\$ -
9. Total Amount Retained to Date (line 7+8):	\$ -
10. Total Billed to Date (line 6-9):	\$1,417.29
11. Total Previously Billed (line 4-7):	\$0.00
12. Current Amount Due (line 10-11):	\$ 1,417.29

SUBCONTRACTOR: BREUER METAL CRAFTSMEN, INC.

SIGNED: *Natalie Breuer*

DATED: 4/18/2022

TITLE: ACCOUNTING MGR

4611	HUXLEY WTP						RETAINAGE	0%
	WOODRUFF CONSTRUCTION						PAY REQUEST	PR#1
	#21105-16						DATE	4/18/2022
ITEM #	DESCRIPTION	SCH. VALUE	PREV. APP	THIS APP.	TOTAL	% COMP	BAL. TO FINISH	RETAIN.
A	B	C	D	E	F	G	H	I
	MATERIALS:							
	05120 STRUCTURAL STEEL	\$134,170.54	\$0.00	\$0.00	\$0.00	0.00%	(\$134,170.54)	\$0.00
	05500 METAL FABRICATIONS	\$31,029.46	\$0.00	\$1,417.29	\$1,417.29	4.57%	(\$29,612.17)	\$0.00
	SUB TOTAL	\$165,200.00	\$0.00	\$1,417.29	\$1,417.29		(\$163,782.71)	\$0.00
	CHANGE ORDERS							
CO#1	(1) add 2 ft to door jamb spliced	\$650.00	\$0.00	\$0.00	\$0.00	0.00%	(\$650.00)	\$0.00
	SUB TOTAL	\$650.00	\$0.00	\$0.00	\$0.00		(\$650.00)	\$0.00
	GRAND TOTAL	\$165,850.00	\$0.00	\$1,417.29	\$1,417.29		(\$164,432.71)	\$0.00
	ORIGINAL CONTRACT AMOUNT	\$165,200.00						
	APPROVED CONTRACT REVISIONS	\$650.00						
	ADJUSTED CONTRACT AMOUNT	\$165,850.00						
	TOTAL COMPLETED TO DATE	\$1,417.29						
	PREVIOUS REQUESTS FOR PAYMENT	\$0.00						
	TOTAL EARNED THIS REQUEST	\$1,417.29						
	LESS RETAINAGE	\$0.00						
	CURRENT PAYMENT DUE	\$1,417.29						

←M



←INVOICE

11654

BREUER METAL CRAFTSMEN INC

500 BEICHL
BEAVER DAM, WI 53916

www.breuermetal.com

PH 920-885-2828
FX 920-885-2831 PURCHASING
FX 920-885-2835 ENGINEERING
Email - craftsmen@breuermetal.com

400

WOODRUFF CONSTRUCTION
501 GREENFIELD DR
TIFFIN, IA 52340

HUXLEY WTP/WOODRUFF CONST
1721 EAST 1ST ST
CAMBRIDGE, IA 50046

JOB NAME - HUXLEY WTP

BMC PM PS

EST CR

Inv Date 041322

Shipped 041122

Via FREIGHT

Our Job 4611 Plant 2

Your Order 21105-16

FOB JOBSITE

Terms: Net 30 Days - No Retainer

W/O # 4611 - 3

36 FT EMBEDDED ALUMINUM GRATING ANGLES LOCATED AT SUMP

W/O # 4611 - 14

FREIGHT - DELIVERY TRIP #1 - PARTIAL

NOTE: THIS INVOICE IS PART OF THE BASE CONTRACT

SUB TOTAL 1,417.29

PLUS TAX 0.00

INV TOTAL 1,417.29

PAYMENT REQUEST

CUSTOMER:

BREUER METAL CRAFTSMEN 500 BEICHL AVE. BEAVER DAM, WI 53916

PROJECT NAME:	HUXLEY WTP
YOUR JOB#	21105-16
CONTRACTOR:	WOODRUFF CONSTRUCTION
REQUEST NUMBER	2
DATE:	5/18/2022

1. Original Contract Amount:	\$165,200.00
2. Total Signed Change Orders (to date):	\$650.00
3. Revised Contract Amount (line 1+2):	\$165,850.00
4. Work Previously Billed:	\$1,417.29
5. Work Per Current Billing:	\$ 91,897.65
6. Total Value of Work to Date (line 4+5)	\$93,314.94
7. Previously Retained:	\$ -
8. Retained Per Current Billing:	\$ -
9. Total Amount Retained to Date (line 7+8):	\$ -
10. Total Billed to Date (line 6-9):	\$93,314.94
11. Total Previously Billed (line 4-7):	\$1,417.29
12. Current Amount Due (line 10-11):	\$ 91,897.65

SUBCONTRACTOR: BREUER METAL CRAFTSMEN, INC.

SIGNED: *Natalie Breuer*

DATED: 5/18/2022

TITLE: ACCOUNTING MANAGER

4611	HUXLEY WTP						RETAINAGE	0%
	WOODRUFF CONSTRUCTION						PAY REQUEST	PR#2
	#21105-16						DATE	5/18/2022
ITEM #	DESCRIPTION	SCH. VALUE	PREV. APP	THIS APP.	TOTAL	% COMP	BAL. TO FINISH	RETAIN.
A	B	C	D	E	F	G	H	I
	MATERIALS:							
	05120 STRUCTURAL STEEL	\$134,170.54	\$0.00	\$68,242.71	\$68,242.71	50.86%	(\$65,927.83)	\$0.00
	05500 METAL FABRICATIONS	\$31,029.46	\$1,417.29	\$23,004.94	\$24,422.23	78.71%	(\$6,607.23)	\$0.00
	SUB TOTAL	\$165,200.00	\$1,417.29	\$91,247.65	\$92,664.94		(\$72,535.06)	\$0.00
	CHANGE ORDERS							
CO#1	(1) add 2 ft to door jamb spliced	\$650.00	\$0.00	\$650.00	\$650.00	100.00%	\$0.00	\$0.00
	SUB TOTAL	\$650.00	\$0.00	\$650.00	\$650.00		\$0.00	\$0.00
	GRAND TOTAL	\$165,850.00	\$1,417.29	\$91,897.65	\$93,314.94		(\$72,535.06)	\$0.00
	ORIGINAL CONTRACT AMOUNT	\$165,200.00						
	APPROVED CONTRACT REVISIONS	\$650.00						
	ADJUSTED CONTRACT AMOUNT	\$165,850.00						
	TOTAL COMPLETED TO DATE	\$93,314.94						
	PREVIOUS REQUESTS FOR PAYMENT	\$1,417.29						
	TOTAL EARNED THIS REQUEST	\$91,897.65						
	LESS RETAINAGE	\$0.00						
	CURRENT PAYMENT DUE	\$91,897.65						



BREUER METAL CRAFTSMEN INC

500 BEICHL
BEAVER DAM, WI 53916

www.breuermetal.com

PH 920-885-2828
FX 920-885-2831 PURCHASING
FX 920-885-2835 ENGINEERING
Email - craftsmen@breuermetal.com

400

WOODRUFF CONSTRUCTION
501 GREENFIELD DR
TIFFIN, IA 52340

HUXLEY WTP/WOODRUFF CONST
1721 EAST 1ST ST
CAMBRIDGE, IA 50046

JOB NAME - HUXLEY WTP

BMC PM PS

EST CR

Inv Date 050922

Shipped 05022

Via OUR TRUCK

Our Job 4611 Plant 2

Your Order 21105-16

FOB JOBSITE

Terms: Net 30 Days - No Retainer

W/O # 4611 - 2

(2)U PIPE BOLLARDS PRIME PAINTED @ NORTH ADDITION

W/O # 4611 - 6

BO ITEM ANCHORS - 18 FT MONORAIL WITH 2U COLUMN
AND LATERAL CONNECTIONS

W/O # 4611 - 13

(1)U TEMP TUBE COLUMN PAINTED LOCATED AT ELECTRICAL ROOM

NOTE: THIS INVOICE IS PART OF THE BASE CONTRACT

SUB TOTAL 13,826.33

PLUS TAX 0.00

INV TOTAL 13,826.33

←M



←INVOICE

11794

BREUER METAL CRAFTSMEN INC

500 BEICHL
BEAVER DAM, WI 53916

www.breuermetal.com

PH 920-885-2828
FX 920-885-2831 PURCHASING
FX 920-885-2835 ENGINEERING
Email - craftsmen@breuermetal.com

400

WOODRUFF CONSTRUCTION
501 GREENFIELD DR
TIFFIN, IA 52340

HUXLEY WTP/WOODRUFF CONST
1721 EAST 1ST ST
CAMBRIDGE, IA 50046

JOB NAME - HUXLEY WTP

BMC PM PS

EST CR

Inv Date 050922

Shipped 041422

Via UPS

Our Job 4611 Plant 2

Your Order 21105-16

FOB JOBSITE

Terms: Net 30 Days - No Retainer

W/O # 4611 - 6

BO SHIPPED 4/14/22 - (8)U 3/4X18 F1554-A307 N&W ANCHORS

NOTE: THIS INVOICE IS PART OF THE BASE CONTRACT

SUB TOTAL 468.08

PLUS TAX 0.00

INV TOTAL 468.08

←M



←INVOICE

11795

BREUER METAL CRAFTSMEN INC

500 BEICHL
BEAVER DAM, WI 53916

www.breuermetal.com

PH 920-885-2828
FX 920-885-2831 PURCHASING
FX 920-885-2835 ENGINEERING
Email - craftsmen@breuermetal.com

400

WOODRUFF CONSTRUCTION
501 GREENFIELD DR
TIFFIN, IA 52340

HUXLEY WTP/WOODRUFF CONST
1721 EAST 1ST ST
CAMBRIDGE, IA 50046

JOB NAME - HUXLEY WTP

BMC PM PS

EST CR

Inv Date 050922

Shipped 050522

Via OUR TRUCK

Our Job 4611 Plant 1

Your Order 21105-16

FOB JOBSITE

Terms: Net 30 Days - No Retainer

W/O # 4611 - 7

(1)U 3-TREAD ALUMINUM GRATE STAIR W/ LANDING @ PROCESS
ROOM

W/O # 4611 - 9

(1)U 3-TREAD ALUMINUM GRATE STAIR W/ LANDING @ NORTH
ADDITION

NOTE: THIS INVOICE IS PART OF THE BASE CONTRACT

SUB TOTAL 8,069.44

PLUS TAX 0.00

INV TOTAL 8,069.44

←M



←INVOICE

11796

BREUER METAL CRAFTSMEN INC

500 BEICHL
BEAVER DAM, WI 53916

www.breuermetal.com

PH 920-885-2828
FX 920-885-2831 PURCHASING
FX 920-885-2835 ENGINEERING
Email - craftsmen@breuermetal.com

400

WOODRUFF CONSTRUCTION
501 GREENFIELD DR
TIFFIN, IA 52340

HUXLEY WTP/WOODRUFF CONST
1721 EAST 1ST ST
CAMBRIDGE, IA 50046

JOB NAME - HUXLEY WTP

BMC PM PS

EST CR

Inv Date 050922

Shipped

Via

Our Job 9611 Plant 2 Your Order 21105-16

FOB JOBSITE

Terms: Net 30 Days - No Retainer

W/O # 9611 - 1

EXTRA - ADD 2FT TO DOOR JAMBS NOW SPLICED

NOTE: THIS INVOICE IS AN EXTRA TO THE BASE CONTRACT & WAS
APPROVED BY YOUR CO#1

SUB TOTAL 650.00

PLUS TAX 0.00

INV TOTAL 650.00

←M



←INVOICE

11823

BREUER METAL CRAFTSMEN INC

500 BEICHL
BEAVER DAM, WI 53916

www.breuermetal.com

PH 920-885-2828
FX 920-885-2831 PURCHASING
FX 920-885-2835 ENGINEERING
Email - craftsmen@breuermetal.com

400

WOODRUFF CONSTRUCTION
501 GREENFIELD DR
TIFFIN, IA 52340

HUXLEY WTP/WOODRUFF CONST
1721 EAST 1ST ST
CAMBRIDGE, IA 50046

JOB NAME - HUXLEY WTP

BMC PM PS

EST CR

Inv Date 051622

Shipped 051222

Via OUR TRUCK

Our Job 4611 Plant 2

Your Order 21105-16

FOB JOBSITE

Terms: Net 30 Days - No Retainer

W/O # 4611 - 1

BO ITEMS - WILL SHIP AT LATER DATE
21U GALVANIZED BEAM LINTEL WITH 4U ANGLE CONNECTORS
AND 1U OVERHEAD DOOR JAMB

NOTE: THIS INVOICE IS PART OF THE BASE CONTRACT

SUB TOTAL 18,000.00

PLUS TAX 0.00

INV TOTAL 18,000.00

←M



←INVOICE

11834

BREUER METAL CRAFTSMEN INC

500 BEICHL
BEAVER DAM, WI 53916

www.breuermetal.com

PH 920-885-2828
FX 920-885-2831 PURCHASING
FX 920-885-2835 ENGINEERING
Email - craftsmen@breuermetal.com

400

WOODRUFF CONSTRUCTION
501 GREENFIELD DR
TIFFIN, IA 52340

HUXLEY WTP/WOODRUFF CONST
1721 EAST 1ST ST
CAMBRIDGE, IA 50046

JOB NAME - HUXLEY WTP

BMC PM PS

EST CR

Inv Date 051822

Shipped 051622

Via OUR TRUCK

Our Job 4611 Plant 2

Your Order 21105-16

FOB JOBSITE

Terms: Net 30 Days - No Retainer

W/O # 4611 - 5

STRUCTURAL STEEL - (2)U BEAMS & (5)U COLUMNS WITH TAPPERED SHIMS

W/O # 4611 - 14

PARTIAL * DELIVERY TO CAMBRIDGE, IOWA

NOTE: THIS INVOICE IS PART OF THE BASE CONTRACT

SUB TOTAL 46,884.59

PLUS TAX 0.00

INV TOTAL 46,884.59

←M



←INVOICE

11835

BREUER METAL CRAFTSMEN INC

500 BEICHL
BEAVER DAM, WI 53916

www.breuermetal.com

PH 920-885-2828
FX 920-885-2831 PURCHASING
FX 920-885-2835 ENGINEERING
Email - craftsmen@breuermetal.com

400

WOODRUFF CONSTRUCTION
501 GREENFIELD DR
TIFFIN, IA 52340

HUXLEY WTP/WOODRUFF CONST
1721 EAST 1ST ST
CAMBRIDGE, IA 50046

JOB NAME - HUXLEY WTP

BMC PM PS

EST CR

Inv Date 051822

Shipped 051622

Via OUR TRUCK

Our Job 4611 Plant 1

Your Order 21105-16

FOB JOBSITE

Terms: Net 30 Days - No Retainer

W/O # 4611 - 8

16 FT SLOPED 2-LINE ALUMINUM WELDED RAILS LOCATED AT
PROCESS ROOM STAIR

W/O # 4611 - 10

11 FT SLOPED 2-LINE ALUMINUM WELDED RAIL WITH 1U WALL RAIL
LOCATED AT NORTH ADDITION

NOTE: THIS INVOICE IS PART OF THE BASE CONTRACT

SUB TOTAL 3,999.21

PLUS TAX 0.00

INV TOTAL 3,999.21

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 2 PAGES

Woodruff Construction
1890 Kountry Lane
Ft Dodge, IA 50501

PROJECT:
Huxley WWTP

Huxley, IA 50124
VIA ARCHITECT:

APPLICATION #: 1
PERIOD TO: 05/31/22
PROJECT NOS: 21105-25

CONTRACT DATE: 02/23/22

Distribution to:

☐ Owner
☐ Const. Mgr
☐ Architect
☐ Contractor

FROM CONTRACTOR:
T&K Roofing Co.
PO Box 279, Ely IA 52227

CONTRACT FOR: Roofing

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM-----	\$	253,450.00
2. Net change by Change Orders-----	\$	6,300.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	259,750.00
4. TOTAL COMPLETED & STORED TO DATE-\$		38,589.00
(Column G on Continuation Sheet)		
5. RETAINAGE:		
a. 5.0% of Completed Work	\$	
(Columns D+E on Continuation Sheet)		
b. 5.0% of Stored Material	\$	1,929.45
(Column F on Continuation Sheet)		
Total Retainage (Line 5a + 5b or		
Total in Column I of Continuation Sheet-----	\$	1,929.45
6. TOTAL EARNED LESS RETAINAGE-----	\$	36,659.55
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate)-----		
8. CURRENT PAYMENT DUE-----	\$	36,659.55
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)		
	\$	223,090.45

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By:

Date:

State of: Iowa
County of: Linn

Subscribed and sworn to before
me this 20 day of May 2022

Notary Public:

My Commission expires: 1/27/23



CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$6,300.00	
TOTALS	\$6,300.00	
NET CHANGES by Change Order	\$6,300.00	

CONTINUATION SHEET

Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 1

PROJECT:
Huxley WWTP

APPLICATION DATE: 05/20/22

PERIOD TO: 31-May-22

ARCHITECT'S PROJECT NO: 21105-25

Huxley, IA 50124

T&K Roofing

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	PVC Membrane Materials	16,210.00			14,589.00	14,589.00	90%	1,621.00	
2	PVC Membrane Labor	11,540.00						11,540.00	
3	PVC Membrane Equipment	5,000.00						5,000.00	
4									
5	Standing Seam Materials	120,000.00			24,000.00	24,000.00	20%	96,000.00	
6	Standing Seam Labor	95,700.00						95,700.00	
7	Standing Seam Equipment	5,000.00						5,000.00	
8									
9	CO1 SS-Roof System per Plans	6,300.00						6,300.00	
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
	SUBTOTALS PAGE 2	259,750.00			38,589.00	38,589.00	15%	221,161.00	



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
05/20/2022

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Holmes Murphy & Associates - CR 201 First Street SE, Suite 700 Cedar Rapids, IA 52401 Shelby Greiner FAX (A/C, No): 1-319-364-2132 E-MAIL ADDRESS: sgreiner@holmesmurphy	PHONE (A/C, No, Ext): 1-800-300-0325	COMPANY NATIONAL FIRE INS CO OF HARTFORD
CODE: AGENCY CUSTOMER ID #: INSURED T & K Roofing & Sheet Metal Inc. 101 T & K Drive PO Box 279 Ely, IA 52227	SUB CODE:	LOAN NUMBER POLICY NUMBER 6012353898
EFFECTIVE DATE 04/01/22		EXPIRATION DATE 04/01/23
THIS REPLACES PRIOR EVIDENCE DATED:		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Materials Stored at: 101 T&K Drive Ely, IA 52227

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED BASIC BROAD ☒ SPECIAL

COVERAGE / PERILS / FORMS

Personal Property of Others

AMOUNT OF INSURANCE
4,920,000DEDUCTIBLE
5,000

REMARKS (Including Special Conditions)

Project: City of Huxley, Water Treatment Plan Expansion Contract #21105-25
Stored Materials Value: \$38,589
Materials Stored at: 101 T&K Drive Ely, IA 52227

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Woodruff Construction, LLC 1890 Kountry Lane Fort Dodge, IA 50501 USA	ADDITIONAL INSURED MORTGAGEE LOAN # AUTHORIZED REPRESENTATIVE 	LENDER'S LOSS PAYABLE LOSS PAYEE
--	--	-------------------------------------

ACORD 27 (2016/03)

65535374

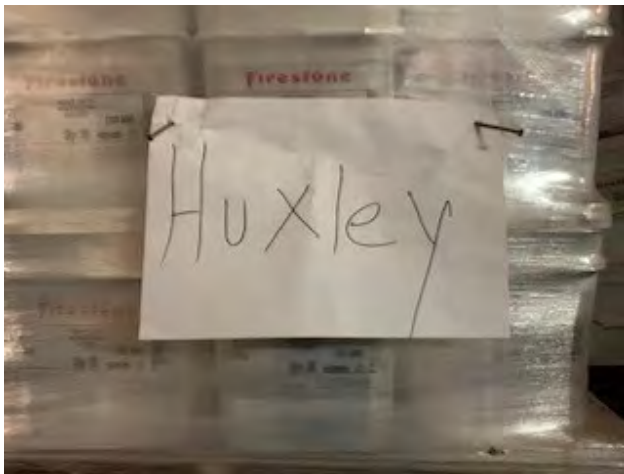
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Huxley WWTP Stored Materials
T&K Roofing 05-2022



COUNCIL COMMUNICATION

AGENDA HEADING:

Approving Payment Application No. 2 for the Manatt's Street Rehabilitation Projects

SUBMITTED BY: Rita Conner, City Administrator; Mat Kahler, Street Superintendent

SYNOPSIS:

Payment application No. 2 Manatt's (1775 Old 6 Rd, Brooklyn, IA 52211) for work completed 2022 on the Street Rehabilitation Projects.

Additional information is below and in the attachments.

FISCAL IMPACT:

Amount: \$65,349.55

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

ADDITIONAL INFORMATION:

PREVIOUS COUNCIL ACTION(S):

- | | |
|--------------------|--|
| • October 12, 2021 | Council approval of contract totaling \$663,374.50 |
| • April 26, 2022 | Council approval of Change Order No 1 |
| • May 10, 2022 | Council approval of Payment Application No. 2 |
| • June 1, 2022 | Council approval of Change Order No. 2 |

RECOMMENDATION: APPROVAL

BOARD/COMMISSION ACTION(S): NONE

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

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

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

RESOLUTION NO. 22-055

**RESOLUTION APPROVING PAYMENT APPLICATION NO. 2 TO MANATT'S FOR
THE STREET PAVING PROJECTS**

WHEREAS, the City of Huxley held a bid letting for the Street Paving Projects on October 7, 2021 and;

WHEREAS, Manatt's was the low bid for the projects in the amount of \$663,374.50.

WHEREAS, the second payment application has been received and is recommended for approval for work completed to date in the amount of \$65,349.55

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

Payment No. 2 in the amount of \$65,349.55 is hereby approved as presented.

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

PASSED, ADOPTED AND APPROVED this 14th day of June 2022.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 22-055** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 14th day of June 2022

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

Project Number: 2021 Street Repairs/HMA Rehabilitation						Contract Amount		\$ 663,374.50
Contract ID:						Change Order #1		
Accounting ID:						Change Order #2		
Pay Estimate: #2						Change Order #3		
Date: 6/6/2022						Revise Contract Amount		\$ 663,374.50

Item Number	Item Code	Description	Units	Quantity	Unit Price	Amount	Quantity this Estimate	Quantity to Date	Amount
1	2101-0850001	SUBGRADE PREPARATION, 12"	SY	1308	\$6.00	\$ 7,848.00		0.00	\$ -
2	2102-2710070	WATER MAIN, TRENCHED, PVC, 8 INCH	LF	1645	\$71.00	\$ 116,795.00	474.00	474.00	\$ 33,654.00
3	2104-2710020	WATER MAIN TEE, 8"X8"X8"	EA	5	\$1,545.00	\$ 7,725.00	2.00	2.00	\$ 3,090.00
4	2105-8425015	WATER MAIN BEND, 8"	EA	2	\$1,030.00	\$ 2,060.00		0.00	\$ -
5	2115-0100000	FITTING, REDUCER, 8"X4"	EA	8	\$1,030.00	\$ 8,240.00	4.00	4.00	\$ 4,120.00
6	2123-7450020	WATER SERVICE, 1" COPPER, LONG SIDE	EA	10	\$3,090.00	\$ 30,900.00	2.00	2.00	\$ 6,180.00
7	2301-0690210	WATER SERVICE, 1" COPPER, SHORT SIDE	EA	16	\$1,545.00	\$ 24,720.00		0.00	\$ -
8	2303-1031750	VALVE, GATE, 8"	EA	6	\$3,090.00	\$ 18,540.00	2.00	2.00	\$ 6,180.00
9	2303-1032750	FIRE HYDRANT ASSEMBLY	EA	3	\$6,695.00	\$ 20,085.00	1.00	1.00	\$ 6,695.00
10	2303-1033500	FIRE HYDRANT ASSEMBLY REMOVAL	EA	3	\$2,060.00	\$ 6,180.00	1.00	1.00	\$ 2,060.00
11	2303-1252343	INTAKE, SW-501	EA	2	\$5,000.00	\$ 10,000.00		0.00	\$ -
12	2401-6745625	MANHOLE ADJUSTMENT, MINOR	EA	12	\$1,800.00	\$ 21,600.00		0.00	\$ -
13	2402-2720000	DRIVEWAY PCC, 6"	SY	485	\$75.00	\$ 36,375.00		0.00	\$ -
14	2403-0100010	CURB AND GUTTER, PCC	LF	996	\$32.00	\$ 31,872.00		0.00	\$ -
15	2404-7775005	PAVEMENT, HMA STANDARD TRAFFIC (ST) SURFACE, 1/2", 58-28S	TON	1444	\$85.00	\$ 122,740.00		0.00	\$ -
16	2414-6424110	PAVEMENT, HMA STANDARD TRAFFIC (ST) BASE, 3/4", 58-28S	TON	298	\$80.00	\$ 23,840.00		0.00	\$ -
17	2416-0100024	REMOVAL OF SIDEWALK	SY	229	\$10.50	\$ 2,404.50		0.00	\$ -
18	2435-0140200	REMOVAL OF DRIVEWAY	SY	408	\$10.50	\$ 4,284.00	132.00	132.00	\$ 1,386.00
19	2501-0201042	SIDEWALK, PCC, 4"	SY	187	\$65.00	\$ 12,155.00		0.00	\$ -
20	2501-5478042	SIDEWALK, PCC, 6"	SY	78	\$125.00	\$ 9,750.00		0.00	\$ -
21	2503-0114224	DETECTABLE WARNING	SF	150	\$30.00	\$ 4,500.00		0.00	\$ -
22	2507-6800061	FULL DEPTH PATCHES	SY	916	\$50.00	\$ 45,800.00		0.00	\$ -
23	2510-6745850	MILLING	SY	12603	\$3.00	\$ 37,809.00		0.00	\$ -
24	2524-9100030	CURB AND GUTTER REMOVAL	LF	996	\$12.00	\$ 11,952.00		0.00	\$ -
25	2526-8285000	TEMPORARY TRAFFIC CONTROL	LS	1	\$3,000.00	\$ 3,000.00	0.12	0.12	\$ 360.00
26	2528-2518000	CONSTRUCTION SURVEY	LS	1	\$7,200.00	\$ 7,200.00	0.12	0.12	\$ 864.00
27	2528-8445110	MOBILIZATION	LS	1	\$35,000.00	\$ 35,000.00	0.12	0.12	\$ 4,200.00
28	EWO 1	WATER MAIN, TRENCHED, DUCTILE IRON 8"	LF	225	\$128.00	\$ 28,800.00	26.00	26.00	\$ 3,328.00

Checked and Approved as to quantities and amount:

Engineer: City of Huxley Public Works

By: _____

Public Works Director

Date: _____

Total	\$ 68,789.00
Retention 5%	\$ 3,439.45
Amount This Estimate	\$ 65,349.55
Less Previous	\$ -
Amount Due This Estimate	\$ 65,349.55

Checked and Approved as to final quantities and final amount:

Contractor: Manatts, Inc.

By: _____

Name, Title

Date: _____

Approved for Payment:

City of Huxley

By: _____

Name, Title

Date: _____

Resolution No. 22 – 056

Resolution Setting the Date for the Public Hearing for Amending the Current City Budget for Fiscal year 2022

Now, therefore, be it resolved by the City Council of Huxley, Iowa, that a public hearing will be set for June 28, 2022 at the time of 6:00pm for amending the Fiscal Year 2022 budget.

Furthermore, the City Clerk is directed to publish notice according to the State publication requirements. Notice is attached to this resolution.

Passed, adopted and approved this 14th day of June, 2022.

Roll Call

	Aye	Nay	Absent
Pilcher	_____	_____	_____
Thompson	_____	_____	_____
Kuhn	_____	_____	_____
Echer	_____	_____	_____
Roberts	_____	_____	_____

APPROVAL BY MAYOR

I hereby approve the foregoing resolution by affixing below my official signature a Mayor of the City of Huxley, Iowa this 14th day of June 2022.

Kevin Deaton

ATTEST:

Jolene R. Lettow, City Clerk

FISCAL YEAR 22 BUDGET AMENDMENTS

REVENUES

TIF Revenues	\$ 2,375,000.00	Water Treatment Plant Expansion, TIF Agreements
Miscellaneous	\$ 440,000.00	Kreg Tool Donation
	\$ 300,000.00	ARP Monies
Other Financing Sources	\$ 13,000,000.00	Bond Proceeds
Total Revenues	\$ 16,115,000.00	

EXPENSES

Public Safety	\$ 72,000.00	Police Vehicle
Public Works	\$ 200,000.00	Camera, Trailer
	\$ 13,000.00	Mower
General Government	\$ 20,000.00	Council Chambers Audio Equipment
	\$ 150,000.00	Liability Insurance Budget Code Changes
Capital Projects	\$ 52,000.00	Derecho
	\$ 4,500,000.00	Water Plant Expansion
	\$ 784,094.00	Street & Water Repairs
Total Expenses	\$ 5,791,094.00	

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of HUXLEY
Fiscal Year July 1, 2021 - June 30, 2022

The City of HUXLEY will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2022

Meeting Date/Time: 6/28/2022 06:00 PM

Contact: Jolene Lettow

Phone: (515) 597-2561 ext: 201

Meeting Location: Council Chambers in 3C's Building

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	1,859,998	0	1,859,998
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	1,859,998	0	1,859,998
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	2,600,186	2,375,000	4,975,186
Other City Taxes	6	589,736	0	589,736
Licenses & Permits	7	243,700	0	243,700
Use of Money & Property	8	308,000	0	308,000
Intergovernmental	9	559,895	0	559,895
Charges for Service	10	2,117,691	0	2,117,691
Special Assessments	11	0	0	0
Miscellaneous	12	20,000	740,000	760,000
Other Financing Sources	13	0	13,000,000	13,000,000
Transfers In	14	711,448	0	711,448
Total Revenues & Other Sources	15	9,010,654	16,115,000	25,125,654
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	940,491	72,000	1,012,491
Public Works	17	580,705	213,000	793,705
Health and Social Services	18	12,000	0	12,000
Culture and Recreation	19	650,502	0	650,502
Community and Economic Development	20	507,779	0	507,779
General Government	21	611,455	170,000	781,455
Debt Service	22	2,711,142	0	2,711,142
Capital Projects	23	0	5,336,094	5,336,094
Total Government Activities Expenditures	24	6,014,074	5,791,094	11,805,168
Business Type/Enterprise	25	1,499,371	0	1,499,371
Total Gov Activities & Business Expenditures	26	7,513,445	5,791,094	13,304,539
Transfers Out	27	711,448	0	711,448
Total Expenditures/Transfers Out	28	8,224,893	5,791,094	14,015,987
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	785,761	10,323,906	11,109,667
Beginning Fund Balance July 1, 2021	30	7,976,268	0	7,976,268
Ending Fund Balance June 30, 2022	31	8,762,029	10,323,906	19,085,935

Explanation of Changes: Revenues: Kreg Tool Donation, ARP Monies, Water Treatment Plant Expansion Bond Proceeds, Derecho Reimbursement
Expenses: Police Vehicle, Street & Water Repairs, Water Treatment Facility Expansion, Wastewater Camera & Trailer, Council Chambers Audio Equipment, Mower, Liability Insurance Accounting Budget Code Change

RESOLUTION NO. 22- 058

**RESOLUTION AUTHORIZING AGREEMENT FOR
REIMBURSEMENT OF POLICE TRAINING EXPENSES**

WHEREAS, the City of Huxley, Iowa, (the “City”), and the City of Huxley Police Department, provide for the training of newly hired Police/Public Safety employees at the Iowa Law Enforcement Academy at the initial expense of the City;

WHEREAS, the City desires to approve the form of the Agreements, which Agreement requires employees to reimburse the City on a ‘sliding scale’ in the event the employee fails to meet specified conditions, and which conditions and which schedule of reimbursement are set forth in the Agreement attached hereto as Exhibit “A” and by this reference made a part hereof; and

WHEREAS, it is in the best interest of the City and the Huxley Police Department to approve the Agreement and to authorize the use of the Agreement in order to facilitate the training of officers, and in order to provide a mechanism for recovery of advanced costs for training expenses in the event the employee fails to meet the conditions provided for in the Agreement.

NOW, THEREFORE, IT IS RESOLVED that the City of Huxley, Iowa, and the Huxley City Police Department, are hereby authorized to enter into Agreements for the reimbursement of police training expenses in substantially the same form as the Agreement attached hereto as Exhibit “A,” and that the City of Huxley Chief of Police shall have the authority to execute said Agreement on behalf of the City and the City of Huxley Police Department.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2022.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 22-058** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this ____ day of _____, 2022.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

AGREEMENT

This agreement is entered into by the City of Huxley, Iowa, hereinafter referred to as "City" and _____, hereinafter referred to as "Employee."

THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE TRAINING OF EMPLOYEE AS A POLICE OFFICER AND TO SPECIFY THE CONSIDERATION THAT EMPLOYEE PROVIDE THE CITY IN RETURN FOR THIS TRAINING. IT SHALL NOT BE CONSIDERED IN ANY WAY AS AN EMPLOYMENT AGREEMENT, WHICH WOULD PROFFER A PROPERTY RIGHT OR INTEREST IN EMPLOYMENT.

1. The City and Employee agree that the Employee will attend the Iowa Law Enforcement Academy at the expense of the City to receive certification as a Law Enforcement Officer in accordance with the Academy's training requirements. The training at the Academy is scheduled to begin on _____. The City shall pay the expense of training and shall pay the Employee's regular wages during this training. The Employee agrees that he/she will be responsible for reimbursing the City in accordance with the rules of reimbursement as stated hereafter in this agreement. The expenses that the Employee agrees to reimburse include the City's cost of the Employee's tuition, required uniforms, meals, supplies, travel expenses and incidental expenses incurred while attending the Academy. These reimbursable costs are referred to as "Total Training Expenses." A rough estimate of the costs of the Total Training Expenses set out above is listed on Exhibit "A" which is attached hereto and by this reference incorporated into this agreement. Total Training Expenses will be based on the actual cost incurred by the City, as these costs become known.

2. The Employee may, at the City's option, be required to work for the Huxley Police Department while attending the training program and may be required to patrol, operate the computer system, perform clerical tasks, or do other duties as assigned by the Chief of Police or the Chief's designee. The hours expended by the Employee in attendance at the training course and service to the Police Department shall be subject to the same limitations and compensatory time policies as apply to all police officers of the City.

3. The Employee shall have a probationary period of one year, consistent with the Police Department policy and State law.

4. The Employee shall serve as a full-time police officer for the City after graduation from the Iowa Law Enforcement Academy and upon meeting all criteria needed to receive proper certification.

5. In consideration of providing this training, the Employee agrees to work for the City as a police officer for at least four years from the date the Employee graduates from the Iowa Law Enforcement Academy and has met all criteria needed to receive certification.

6. In the event the Employee does not successfully complete the training program at the Iowa Law Enforcement Academy, the Employee shall be released from employment with the City and the Employee shall reimburse the City for its Total Training Expenses incurred to that date in accordance with the terms set forth in Paragraph 9 of this agreement.

7. In the event the Employee's employment is terminated from the Huxley Police Department or the Employee resigns without having served as certified police officer for at least four years, the Employee shall reimburse the City for Total Training Expenses incurred as follows:

a. If the Employee is terminated or resigns less than one year following certification, one hundred percent (100%) of the Total Training Expenses shall be paid by Employee to City.

b. If the Employee is terminated or resigns after one year but less than two years after certification, seventy-five percent (75%) of the Total Training Expenses shall be paid by Employee to City.

c. If the Employee is terminated or resigns after two years but less than three years after certification, fifty percent (50%) of the Total Training Expenses shall be paid by Employee to City.

d. If the Employee is terminated or resigns after three years but less than four years after certification, twenty-five percent (25%) of the Total Training Expenses shall be paid by Employee to City.

8. If Employee voluntarily terminates employment after the fourth year, Employee shall not be responsible to pay any of the Total Training Expenses to City.

9. Reimbursement by Employee to City shall be made within thirty (30) days of termination or voluntary resignation, unless the parties agree in writing to alternate arrangements. Interest shall commence from the date of termination or voluntary resignation at the rate of two percent (2.0%) per annum, and shall be calculated on the unpaid principal balance after thirty (30) days from the date of termination.

10. It is further acknowledged that if reimbursement is not made in accordance with this agreement, that the City may seek the Employee's decertification as an Iowa law enforcement officer as well as any further remedies available to the City under the law for collection of the amounts owing. Employee agrees to reimburse the City for reasonable attorney fees incurred in collecting the amounts owing under this agreement.

11. This agreement is governed by Iowa Law and the parties hereto agree that any action, suit, or proceeding based upon any matter, claim or controversy arising under this agreement shall be brought solely in the courts located in Polk County, Iowa.

12. This agreement may be amended or cancelled only upon agreement of both City and Employee.

EXECUTED this ____ day of _____, 20_____.

CITY OF HUXLEY

Name: _____

Title: Chief of Police

EMPLOYEE:

Name: _____

RESOLUTION NO. 22-059

RESOLUTION APPROVING CONTRACT FOR LAW ENFORCEMENT SERVICES

WHEREAS, the City of Huxley City Council and the City of Cambridge, Iowa, City Council have come to agreement regarding Law Enforcement Services to Cambridge to be provided by the City of Huxley Police Department.

BE IT RESOLVED, THEREFORE, that the attached contract is requested to be considered and approved by the City Council for Fiscal Year 2023 and is being recommended for approval.

BE IT FURTHER RESOLVED, that after review of the contract the City Council of Huxley, Iowa does hereby approve said Contract for Services and authorizes the Mayor to sign.

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

PASSED, ADOPTED AND APPROVED this 14th day of June 2022.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 22-059** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 14th day of June 2022.

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk

LAW ENFORCEMENT SERVICES CONTRACT

The City of Cambridge and the City of Huxley, Iowa hereby enter into the following agreement:

1. The Huxley Police Department will provide the City of Cambridge, Iowa with law enforcement services. These services will include but not be limited to:
 - Radar operations to control speed
 - Issuing violations under city ordinances
 - Service of abatement notice upon request
 - Periodically checking commercial buildings for unlocked doors and trespassers
 - Investigation of traffic accidents and complaints
 - Provide investigative services for crimes and conduct ongoing investigations
 - Investigate drug-related offenses
 - Supply schools and community groups with officers or materials for special programs/events and talks upon request
 - Routine patrols and special patrols upon request
 - Supply fully equipped patrol cars with radio, lights, siren, and all related equipment, gas and oil, tires and maintenance, uniforms, and all other personal equipment
 - Provide a monthly report to the Cambridge City Council
 - Respond to all emergency 911 calls
2. In consideration for the law enforcement services described above, the City of Cambridge, Iowa will pay the annual sum of \$59,213.20 for the fiscal year 2023. This rate is based on the \$65.17 per capita rate x City of Cambridge's 2020 census population count of 827 and the dispatch fee of \$6.43 per capita. This sum shall be paid to the City of Huxley on or before October 1, 2022. Each year for five years there will be an annual increase of 2.5%. For purposes of this contract, fiscal year shall be from July 1 through June 30.
3. The Police Chief shall be the administrator of this agreement. The Police Chief shall determine law enforcement policy, regulations and matters pertaining to the employment of police department personnel. The Police Chief shall determine the times, place, and manner in which these services are implemented, with input from the Mayor of Cambridge and the Cambridge City Council. The Cambridge Mayor, Mayor Pro Tem and City Clerk shall be authorized to make requests to the police chief for performance of specific law enforcement services as specified in this agreement.
4. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor and City Clerk of Cambridge, Iowa, the Mayor and City Clerk of Huxley, Iowa, and the Huxley Police Department Police Chief.
5. The City of Cambridge shall fund the consideration for this agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
6. This agreement shall be effective for successive fiscal years for five years. Either party may terminate this contract. Termination is effective at the end of the fiscal year and written notice must be submitted by February 15th of the fiscal year by the party terminating the agreement to other party.

CITY OF HUXLEY

CITY OF CAMBRIDGE

Kevin Deaton, Mayor

Robert Chubbic, Mayor

Gerry Stoll, Police Chief

ATTEST:

Jolene R. Lettow, City Clerk

Susan Roberts, City Clerk

RESOLUTION NO. 22-061

RESOLUTION APPROVING AND AUTHORIZING THE SIGNATORIES AND PLACEMENT OF FUNDS IN VARIOUS DEPOSITORIES AS APPROVED BY THIS RESOLUTION.

WHEREAS, from time to time it becomes necessary to review the status and position of funds in banks where we have them placed as designated depositories; and

WHEREAS, in 2018 the City Council updated the depository resolution designating the location and the maximum amount where City funds can be placed; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HUXLEY, IOWA, that the City of Huxley's City Council does hereby approve the following list of financial institutions to be depositories for the City of Huxley, Iowa funds in conformance with all applicable provisions of the Iowa Code, and

FURTHERMORE, the following people are hereby authorized as signatories for each depository and as such may deposit funds for the City of Huxley in amounts not to exceed the maximum approved for each respective financial institution as set forth below.

Authorized Depositors/Signatories:

Rita Conner	Kevin Deaton
Jolene Lettow	Gerry Stoll
Amy Kaplan	

Authorized Depositories:

SOUTH STORY BANK AND TRUST – HUXLEY

Maximum balance in effect under this resolution	\$8,000,000.00
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FIDELITY BANK – HUXLEY

Maximum balance in effect under this resolution	\$5,000,000.00
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PASSED, ADOPTED AND APPROVED this 14th day of June, 2022

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 22-061** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 14th day of June, 2022.

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
ESCORCIA CORPORATION INC.	Casa Azteca Mexican Restaurant	(515) 710-8818		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
602 N US Hwy 69		Huxley	Story	50124
MAILING ADDRESS	CITY	STATE	ZIP	
602 N US Hwy 69	Huxley	Iowa	50124	

Contact Person

NAME	PHONE	EMAIL
Juan Hernandez	(515) 710-8818	casaaztecamexicanrestaurant@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0046803	Class C Liquor License	12 Month	Submitted to Local Authority
EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS	
Jan 21, 2022	Jan 20, 2023		
SUB-PERMITS			
Class C Liquor License			



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service, Sunday Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Juan Hernandez Espinoza	Des Moines	Iowa	50315	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

FARMERS INSURANCE
EXCHANGE OF THE FARMERS
INS GROUP

POLICY EFFECTIVE DATE

Jan 21, 2022

POLICY EXPIRATION DATE

Jan 20, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

REQUEST FOR PROPOSALS

To Prepare a Comprehensive Plan Update for the City of Huxley, Iowa



Proposal Due Date/Time: July 6, 2022 at 4:30 p.m.

City Administrator: Rita Conner
City of Huxley
515 North Main Avenue
Huxley, Iowa 50214
www.huxleyiowa.org
rconner@huxleyiowa.org



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1. Notice
2. Community Background and Current Comprehensive Plan
3. Update Scope
4. Submittal Process and Details
5. Budget/Timeline
6. Selection Process
7. Deliverables
8. General Assumptions & Notes

Introduction

The City of Huxley is soliciting qualified consulting firms to submit a proposal to prepare Huxley's 2022-2042 Comprehensive Plan Update. Proposals are to be submitted no later than **Wednesday, July 6, 2022, at 4:30 p.m.**

The Consultant selected from the RFP will be engaged after competitive evaluation based on selection criteria outlined in this request.

Consultants should submit seven (7) sealed hard copies of the proposal and a digital version by email. All communication on the proposal and formal submission should be directed to the primary contact. The proposal primary contact:

Rita Conner
City Administrator
515 North Main Avenue,
Huxley, Iowa 50214
rconner@huxleyiowa.org

The envelope must be clearly marked "SEALED RFP." The name of the Consultant and contact person must be listed on the outside of the envelope. Any restrictions on the use of data within proposals must be clearly stated in the proposal itself. Non-disclosure cannot be guaranteed after the selection stage of this procurement due to public record laws.

Community Background and Current Comprehensive Plan

Background

The City of Huxley is located in Story County nine miles south of the City of Ames and eleven miles north of the City of Ankeny/Des Moines Metro Area in Polk County. The City's current population estimate is 4,244. Huxley grew 43.2% between 2000 and 2010 and 27.9% between 2010 and 2020, making Huxley the fastest growing city in Story County. The City anticipates continued rapid growth over the next decade. The City's population trends, increase in development, and multiple upcoming opportunities prompt this 2022 update process. Ensuring that the City is prepared for its future growth is of the utmost importance.

Huxley is a full-service community including independent wastewater and water utilities, street and infrastructure maintenance, police department, fire and emergency services department, community library, administration, finance, community development, seven parks, a recreation center with full gymnasium, and 21 full-time personnel to manage all public services and community needs.

Active and planned capital improvement projects include expansion of the water treatment plant, planning for the completion of programming for Centennial, Larson, Westview Parks, and future additional City parks, connecting residents and visitors to the Heart of Iowa Regional

Trail, and review of facility expansion needs for the Public Works Department and Huxley Fire-Rescue Department.

The City of Huxley is a growing community poised for continuous growth within the next 20 years. Proactive planning will ideally help the city grow from a “bedroom” community to one that balances a variety of housing options with commercial services, businesses, and amenities. The City desires to preserve qualities that currently make Huxley attractive, including its history, community identity, quality services, and school district. The selected consulting firm must demonstrate a keen awareness of the City’s past and a profound understanding of the impacts of future growth. The Plan Update should help maintain and grow this unique community through a diverse, flexible, and resilient development style.

Maintaining an active Comprehensive Plan which is regularly reviewed and updated is essential to good planning and fiscal management. A living Comprehensive plan prevents reactive actions and policymaking, which can be costly and lead to problems. The City feels that this Plan Update will guide the next stage of Huxley’s growth and provide the best foundation for becoming a proactive rather than reactive community that seeks out bold and interesting opportunities. Demonstrating how a growing community can design neighborhoods and commercial development to meet growth needs while maintaining a “small-town” feel will be key.

Plan and Relevant Information

The City of Huxley’s current Comprehensive Plan was adopted in 2013 and can be found at www.HuxleyIowa.org.

This plan was last updated in 2018-19, though that update was not adopted. An executive summary of that update is included with this RFP.

Additional information includes:

- 2020 U.S. Census ([link](#))
- 2021 Story County Housing Study ([link](#))
- 2020 and 2021 analysis from Veenstra & Kimm, Inc. on the City’s water treatment plant expansion, sanitary sewer service capabilities, and Trails Master Plan.

Update Scope

The City is seeking a multidisciplinary consultant team to review the City’s current Comprehensive Plan and update and reinforce goals and strategies as identified. The exercise is not intended to result in a complete, new Comprehensive Plan but a meaningful update. This team may consist of a single firm or of individuals and firms with specialized expertise. Qualified consultants will have experience with various public outreach programs, facilitation of public meetings, compiling information from varying sources (including GIS), and preparation of Comprehensive Plans and updates. The process should lead to the development of implementation strategies for the next five to ten years and to progress evaluation criteria. A

desktop review of available data is requested, with the intent to make use of recent and relevant information as part of your process.

The scope of work for the Plan Update will include, but is not limited to the following tasks:

- **Review of Current Documents-** Consultants will assist the city in review of extant planning documents to:
 - Identify current goals, strategies, accomplishments, opportunities, and desired outcomes.
 - Identify unnecessary and inconsistent information and recommend approaches to achieve a consistent Plan Update document.
- **Data Analysis-** Utilize existing data and documentation to inform clear, concise strategies and policies to achieve goals. Develop content that analyzes data regarding the City and its development trends.
 - Demographic and population projections with analysis of the future needs of the community, including public facilities and spaces, infrastructure, school district growth, and opportunities for service sharing and regionalization.
- **Graphic Creation-** Prepare and produce high-quality public outreach materials graphically and in writing which communicate facts, findings, analysis, and alternatives. These must be suitable for public meetings, open houses, web pages, and council hearings.
- **Public participation-** Support City Staff during the public outreach opportunities. The City desires an innovative public participation process that will engage the community in a variety of ways, including, but not limited to:
 - Public meetings and workshops
 - Formal City meetings (Council and Planning & Zoning Commission)
 - Social media
 - Online and paper
 - Surveys
 - Community events
- **Review of Current Strategies and Policies-** Identify existing development regulations that need revision to be consistent with the updated Plan and propose such revisions as necessary.
- **Review Land Use Plan-** Review and analyze local conditions, including land use, infrastructure, and development patterns in the City's projected 20-year growth boundary to ensure that the Future Land Use Map aligns with development goals and policies present in the Plan Update.
- **Plan Update Document-** Design the Plan Update document, including developing the format and layout and production of high-quality illustrations and graphics. Undertake the primary responsibility for editing and writing a cohesive Plan document, including

editing the existing text and drafting new, clear, and concise text and policies that are supported by information in existing documents, new plans and studies, data analysis, public input, best practices, and successful implementation in other communities.

- **Presentation-** Present Materials and Amendments to Planning and Zoning Commission and City Council.

The Plan Update is expected to include the following content:

- **Introduction**
 - Demographic and population projections
 - Comprehensive Planning Update Process including review of public participation measures.
- **Land Use**
 - Existing land uses
 - Future land uses
 - Annexation
 - Growth management
- **Housing**
- **Parks, Trails, and Recreation**
- **Transportation, Mobility, and Accessibility**
- **Regional service sharing opportunities**
- **Community Facilities and Utilities**
 - Analysis of the future needs of the community, including public facilities and spaces, infrastructure, school district growth, and opportunities for service sharing and regionalization
 - A space needs analysis will be conducted parallel to the creation of the comprehensive plan. The RFP for this analysis is available on the City of Huxley website.
- **Implementation Plan**
- **Evaluation Plan**

In addition to the above-noted sections, specific focus will be required on the development of a comprehensive public participation process, employing multiple techniques to ensure an open public dialog through the development of the Comprehensive Plan. This public participation will include regular meetings and presentations with the Comprehensive Plan Steering Committee, the Planning and Zoning Commission, and City Council. The consultant must have the ability to adapt for virtual public participation, as the need arises.

Submittal Process and Details

The consultant is solely responsible for ensuring that proposals are delivered on time via mail, courier, or in person. Proposals received after the due date and time will not be accepted and will be discarded. Faxed proposals will not be accepted.

There is no page limit, though submittals are expected to be around fifteen (15) one-sided pages out of respect for the review committee's time. Please note that the City values the quality of information and efficiency of communication over the number of pages.

The submission should include:

- **Letter of interest:** A cover letter indicating the firm's interest in the project and ability to provide services requested, including addressing the following points:
 1. As the City has conducted two Plan processes in less than ten years, how will you work with us to "right-size" the exercise without starting from scratch, making the most of existing data while offering a fresh perspective regarding policies and implementation?
 2. How can Huxley's process to update the Plan engage the community in an innovative way that links different generations, cultural groups, and others in the community?
 3. How will your Plan Update be a working document that is easy to understand, unique to our community, and functional for years to come?
- **Introduction letter:** A brief description of the firm, its age, range of services, and staff size.
- **Key personnel:** Identify individuals who would be assigned to work on the project, their related experience specific to comprehensive plan updates, and their expected roles in this project. List the anticipated percentage of time the project manager(s) and leads will be available for this project.
- **Relevant Work and Experience:** Brief documentation of the firm's prior experience relevant to this RFP and three (3) references from communities with similar projects performed by the firm/team under a similar scope of work and budget.
- **Work Program:** Describe the proposed approach and methodology for the Plan Update, including an outline of tasks and deliverables, schedule, and cost estimate. The City anticipates an estimated four (4) to six (6) month timeline from the beginning of the comprehensive planning process to completion of the final deliverable. All tasks and deliverables proposed should be identified in a streamlined list or table along with general dates and firm/team member(s) responsible for the work.
- **Cost Estimate-** The cost estimate should include a lump sum dollar figure for all consultant services, fees, and charges, as well as document and graphics preparation, reproduction, and delivery. The basis of the total budget shall be on the required tasks identified in your proposal. The contract is expected to be constructed in a single total

fee arrangement for all items. Include proposed services to be sub-contracted, if any, anticipated subcontractors, and anticipated costs for these services.

- **Consultant Identification:** Identify portions of the project anticipated to be performed by sub-consultants and their primary team member(s) working on that specific task
- **Insights:** We welcome strategy suggestions from the consultant team on developing the Plan Update and thoughts on creating a user-friendly planning document. The City has not set a specific format and is interested in exploring alternative formats to make the document more accessible to the public.

Selection Process

The Comprehensive Plan RFP Review Committee will review proposals and prepare a list of proposals selected for interviews. Based on the materials submitted, the City may invite any or all firms for proposal interviews.

The Committee will consist of eight members representing the City staff, City Council, Planning and Zoning Commission, Parks and Recreation Commission, the Board of the Huxley Development Corporation, Ballard School District, Story County, and the Library Board. The Committee reserves the right to request additional information from consultants submitting proposals.

Interviews will occur in person or virtually between -- **2022**, and ---, **2022**. Key personnel to be assigned to the project shall be present at interviews. The Review Committee will make a recommendation to the City Council. The City Council will make the final selection on -- **2022**.

Proposals will be evaluated based on the following criteria:

- Capabilities and previous experience
- Project approach
- Proposed Timeline
- Past record and performance on similar projects
- Compatibility with the City's financial obligations

Timeline

- RFP Release –2022
- Deadline for submittal of questions –, 2022
- Staff response to questions –2022
- Deadline for submittal of RFP – June 8, 2022
- Primary review by Committee –2022
- Interviews with Consultants –2022
- Secondary review by Committee –2022
- Contract with selected Consultant presented to Council – 2022
- Expected Comprehensive Plan Update Adoption –November/December 2022

The above dates are subject to change at the discretion of the City of Huxley.

Firms may submit questions regarding the RFP to the primary contact before -- **2022**. Staff will compile and answer the questions in a document to be emailed to all respondents and posted to the City website. Staff responses will be released on -- **2022**.

Deliverables

All text and report deliverables will be prepared in Microsoft Word format. All spreadsheets and graphs will be prepared in Microsoft Excel format. All maps and graphs shall be produced in color where appropriate. Digital copies of the draft and final deliverables will be provided in both Microsoft Word and PDF file formats as requested by City staff. Digital versions shall include all graphics, tables, and appendices in a suitable form for publishing on the City website.

The City expects final GIS data deliveries in ESRI ArcGIS Geodatabase format, matching all content and spatial parameters of the existing Story County parcel data layer.

The consulting firm is expected to produce all materials for public presentations, provide digital, web, and social media-ready updates and drafts for posting, produce final copies of the Plan Update for review/recommendation by the Planning and Zoning Commission and approval/adoption by the City Council. A high-resolution digital version of the Plan is expected in addition to a regular quality version. Where materials need uploaded to City-run pages, accounts, and websites, City Staff shall be responsible.

All work products, including records, files, documents, plans, computer disks, magnetic media, or material produced or modified by the consultant or sub-consultant while performing this work shall belong to the City of Huxley. Digital copies of any data collected by the consultant or sub-consultants shall be provided to the City of Huxley.

General Assumptions & Notes

The scope of work contained in this document is predicated upon the following provisions, assumptions, and conditions that should be part of any proposal and budget submitted by a consultant. The purpose of this list is to enumerate and describe mutual expectations and understandings required of all parties to this scope of work to complete this update on time and within budget.

1. The City of Huxley reserves the right to reject any or all proposals. The City further reserves the right to waive any formalities or informalities or to amend the schedule as necessary.
2. Although cost is an important consideration, the City of Huxley shall not be obligated to accept the lowest cost proposal, but will base its decision on the criteria as noted.
3. The City may eliminate any task and associated contract hours/fees at any point throughout the contract period and will provide written notification of the task

elimination to the consultant. Consultants will be paid for any task and associated contract hours/fees incurred prior to notification of cancellation.

4. The consultant will have primary responsibility for coordinating, reviewing, and editing information obtained from their team members to ensure that the individual sections of the work submitted are prepared as part of one cohesive framework and document, consistent in style and content.
5. The City will provide all available government documents, studies, site plans, GIS data layers and mapping, and other technical information pertaining to the study area based on the consultant's data request. Consultants shall return to the City any documents provided in hardcopy, as appropriate, upon completion of the contract.
6. City Staff will be responsible for distributing meeting notices, public meeting room arrangements, and other logistics for public meetings.
7. Expenses incurred in the preparation and submission of proposals are solely the respondent's responsibility, not the City of Huxley. No costs chargeable for work under the proposed contract may be incurred before receiving either a fully executed contract with the City or specific written authorization from the City of Huxley.

REQUEST FOR PROPOSALS

To Prepare a Municipal Space Needs Assessment for the City of Huxley, Iowa



Proposal Due Date/Time: July 6, 2022 at 4:30 p.m.

City Administrator: Rita Conner
City of Huxley
515 North Main Avenue
Huxley, Iowa 50214
www.huxleyiowa.org
rconner@huxleyiowa.org



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4. Conceptual Plan
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7. Selection Process
8. Work Product and Deliverables
9. Insurance
10. Appendix A

Introduction

The City of Huxley is soliciting qualified consulting firms to submit a proposal to prepare a Space Needs Assessment for municipal buildings in Huxley, Iowa. This Space Needs Assessment must evaluate the efficiency of our existing spaces, estimate current and future needs, and propose space optimization strategies. Proposals are to be submitted no later than **Wednesday, July 6, 2022, at 4:30 p.m.**

The Consultant selected from the RFP will be engaged after competitive evaluation based on the selection criteria outlined in this request.

Consultants should submit seven (7) sealed hard copies of the proposal and a digital version by email. All communication on the proposal and formal submission should be directed to the primary contact. The proposal primary contact:

Rita Conner
City Administrator
515 North Main Avenue,
Huxley, Iowa 50214
rconner@huxleyiowa.org

The envelope must be clearly marked "SEALED RFP." The name of the Consultant and contact person must be listed on the outside of the envelope. Any restrictions on the use of data within proposals must be clearly stated in the proposal itself. Non-disclosure cannot be guaranteed after the selection stage of this procurement due to public record laws.

Background

The City of Huxley is located in Story County nine miles south of the City of Ames and eleven miles north of the City of Ankeny/Des Moines Metro Area in Polk County. The City's current population estimate is 4,244. Huxley grew 43.2% between 2000 and 2010 and 27.9% between 2010 and 2020, making Huxley the fastest growing city in Story County. The City anticipates continued rapid growth over the next decade.

Currently, the City of Huxley has approximately 21 full-time employees, located primarily within the following buildings: **3Cs Building** at 515 N Main Avenue, which houses Administration, Library, Police, and Parks & Recreation, **Fire & Rescue Station** at 104 East Railway, home of Huxley Fire & Rescue, **Public Works- Water and Wastewater Treatment Plants** at 302 West 1st Street, and **Public Works** at 601 Oak Blvd, which houses the office of the Public Works Director, sand storage, and various equipment. Additional information about each facility is attached.

Scope of Work

Utilizing expected staffing level projections and other relevant facility information provided by City staff and assembled by the selected consultant, the selected Consultant will produce a space

needs analysis report. This report will:

- Include narratives describing the following:
 - Project Scope.
 - Facility Needs.
 - Estimated costs in current dollars for design, construction, inspection, furnishing, equipment, and contingency fees to meet needs identified by the Project.
 - Pros and Cons of each project.
 - Recommended dates of completion
- Provide a list of capital projects required to meet space needs immediately, for the next 5 years, and for the next 10 years.
- Project should be compiled by department, office, or area of service and be formatted into particular use relationships for building purposes.
- Examine the relationship between various departments to maximize efficiency of facility use, and how best to meet the anticipated needs at each identified increment level.

Areas of analysis include:

- Determine future needs projected to be unmet by current facilities and propose solutions including but not limited to land acquisition and construction of new facilities, renovations and additions, and changes to the layout or use of current facilities
- Determine the condition and deficiencies of the existing facilities including but not limited to storage and equipment needs, accessibility, and ADA (Americans with Disabilities Act) compliance.
- Opportunities for shared use facilities that may allow for:
 - Maximum benefit for the public and city operations
 - Ability to effectively cost-share facility space among departments and/or other agencies

Additionally, consideration should be given to the reasons that many services were co-located in the 3Cs Building, namely to benefit citizens seeking to access multiple departments and services. The framework and parameters for the study should be defined with the understanding that separating the departments located in the 3Cs Building into standalone facilities may not be the best fiscal or operational solution.

Conceptual Plan

The Consultant shall provide a Conceptual Plan, including a detailed statement of work for the product/services believed to be appropriate for Huxley, addressing the Scope of Services detailed in this RFP.

The Conceptual Plan should indicate the following, at a minimum:

- Consultant name, address, and names of primary contacts.

- Identify project manager. List the project manager's relevant experience and similar work including references.
- Restatement of services required (four pages maximum): attach a restatement of the proposed agreement that outlines its objectives and scope as perceived. Do not repeat the Scope of Services, but elaborate on the tasks, conditions, or other specifics deemed significant and necessary to demonstrate a complete understanding of the technical and substantive issues to be addressed, including the following:
 - A statement of the Consultant's understanding of the project that demonstrates knowledge of the project requirements.
 - Proposed project approach, including timelines and description of the Consultant's technical approach to the project, including an outline of the sequence of tasks, major benchmarks and milestone dates.
 - Proposed use of City staff, as well as any equipment, materials or additional data that will be expected from the City at the onset of the project.
- Outline personnel skills and services that distinguish the Consultant, incorporating appropriate staff profiles and a description of specific staff that will comprise the project team for this assignment. The staff profile should describe the Consultant's experience with providing services to the public sector, jobs of similar size(s) and provide applicable certifications for staff members involved in the process.
- Samples of related/comparable past projects that would serve as examples of experience and expertise necessary for this work. Project summaries should emphasize their relevance to the proposed agreement. This does not include generalized promotional material, resumes, statement of experience, qualifications, or capabilities, or other material that is irrelevant to the proposed agreement.
- Evidence of ability to work effectively within a tight timeline.
- Provide the earliest date available to assume these duties.
- Estimate the cost of services to be provided under this proposal including:
 - A proposed fee structure based upon the plan of work proposed by the Consultant.
 - Proposed services to be sub-contracted, if any, anticipated subcontractors, and anticipated costs for these services.
- Three (3) references are to be included with the proposal.

Submittal Process and Details

All proposals must be submitted as detailed in the manner described herein. Exceptions or extensions to established deadlines will not be granted.

Firms may submit questions regarding the RFP to the primary contact before --, **2022**. Staff will compile and answer the questions in a document to be emailed to all respondents and posted to the City website. Staff responses will be released on --, **2022**.

Timeline

- RFP Release – June 15, 2022
- Deadline for submittal of questions – June 22, 2022
- Staff response to questions – June 27, 2022
- Deadline for submittal of RFP – July 6, 2022
- Primary review by Committee – July 12, 2022
- Interviews with Consultants – July 13, 2022
- Secondary review by Committee if warranted –2022
- Contract with selected Consultant presented to Council – July 26 2022
- Expected project completion – December 31, 2022

The above dates are subject to change at the discretion of the City of Huxley.

The costs stated in the Consultant's proposal will not be subject to any price increase from the date on which the proposal is opened by Huxley to the mutually agreed upon date of bid. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful Consultant to accept the obligation of the bid may result in the cancellation of any award. A service contract will be executed between Huxley and the awarded Consultant.

The selected Consultant may not subcontract any of the work specified in this RFP without prior written consent of Huxley.

Selection Process

The Space Needs RFP Review Committee will review proposals and prepare a list of proposals selected for interviews. Based on the materials submitted, the City may invite any or all firms for proposal interviews.

The Committee will consist of six members representing the departments of City Administration, Parks & Recreation, Fire/EMS, Public Works, the Police Department, and the Library.

Proposals will be evaluated based on the following criteria:

- Capabilities and previous experience
- Project approach
- Proposed Timeline
- Past record and performance on similar projects
- Compatibility with the City's financial obligations.

A sample Consultant Services Contract document is provided in *Appendix A*.

Interviews will occur in person or virtually between **June 20, 2022**, and **June 22, 2022**. Key personnel to be assigned to the project shall be present at interviews. The Review Committee will

make a recommendation to the City Council.

Work Product and Deliverables

The selected consultant will be expected to provide the following products to the City:

- A space needs analysis report, listed by building or office/department as specified by the City, providing a list of capital projects required to meet Huxley's space needs immediately, in 5 years, and 10 years.
 - Each project shall include a narrative describing:
 - Project scope
 - Project need
 - Provide an estimated cost in current dollars for estimated design, construction, inspection, furnishing and equipment, and contingency fees to meet the needs identified in the planning work.
 - A list of pros and cons of each project.
 - Recommended date of completion.
- The selected Consultant shall provide a written report, spreadsheets and other documents as necessary to provide the final product to the City in electronic format (PDF) and in printed format (seven print copies). All work performed shall become the property and ownership of the City and the City reserves the right to use the produced work as they so choose.

Insurance

Consultant shall take out and maintain during service to the City under a contract such public liability and property damage insurance as shall protect Consultant, its subcontractors, and the City from claims for damages for personal injury, including accidental death, as well as for claims for property damage, which might arise from operations under its contract with the City, whether such operations be by Consultant or its subcontractor, or by anyone directly or indirectly employed by either of them. All insurance policies shall be issued by responsible companies who are acceptable to the City. The Consultant shall not cause any insurance to be canceled nor permit any insurance to lapse during the life of the contract with the City.

Consultant shall indemnify and hold City harmless from any damages, cost, claims or expenses which may arise as a result of any failure on the part of the Consultant to provide accurate and/or complete data and information to the City as outlined and required by the terms and conditions of its contract with the City.

General Assumptions & Notes

The scope of work contained in this document is predicated upon the following provisions, assumptions, and conditions that should be part of any proposal and budget submitted by a consultant. The purpose of this list is to enumerate and describe mutual expectations and understandings required of all parties to this scope of work to complete this update on time and

within budget.

1. The City of Huxley reserves the right to reject any or all proposals. The City further reserves the right to waive any formalities or informalities or to amend the schedule as necessary.
2. Although cost is an important consideration, the City of Huxley shall not be obligated to accept the lowest cost proposal, but will base its decision on the criteria as noted.
3. The City may eliminate any task and associated contract hours/fees at any point throughout the contract period and will provide written notification of the task elimination to the consultant. Consultants will be paid for any task and associated contract hours/fees incurred prior to notification of cancellation.
4. The consultant will have primary responsibility for coordinating, reviewing, and editing information obtained from their team members to ensure that the individual sections of the work submitted are prepared as part of one cohesive framework and document, consistent in style and content.
5. The City will provide all available government documents, studies, site plans, GIS data layers and mapping, and other technical information pertaining to the study area based on the consultant's data request. Consultants shall return to the City any documents provided in hardcopy, as appropriate, upon completion of the contract.
6. City Staff will be responsible for distributing meeting notices, public meeting room arrangements, and other logistics for public meetings.
7. Expenses incurred in the preparation and submission of proposals are solely the respondent's responsibility, not the City of Huxley. No costs chargeable for work under the proposed contract may be incurred before receiving either a fully executed contract with the City or specific written authorization from the City of Huxley.

Appendix A

Sample Provider Agreement

Provider Agreement

THIS AGREEMENT is entered into by and between Huxley, an Iowa Municipal Corporation, whose mailing address and telephone number is 515 N. Main Ave. Huxley, IA 50124, telephone 515-597-2561, hereinafter referred to as "City", and _____, hereinafter referred to as "Provider", whose mailing address and telephone number is _____, telephone ____.

1. PURPOSE AND INTENT. The purpose of this agreement is for the Provider to

2. FEES, EXPENSES & COMPENSATION. Consultant may charge a maximum hourly fee of \$____ for professional services necessary under the terms of this Agreement. Consultant may bill Client for travel expenses at the rate of not more than \$____ per mile, which shall be limited to actual mileage incurred to perform necessary tasks required to reach the Client's objective under this Agreement. Consultant may not bill or receive compensation from Client for time spent traveling. All invoices must be itemized and specify the invoice total and time period covered and detail the work performed or expense incurred per this Agreement. Consultant agrees that the hourly fee and mileage expense shall be Consultant's sole compensation for professional services and work performed because of this Agreement.

Provider understands that the City reserves the right to request additional specific information in assessing the accuracy of claim information.

3. INDEPENDENT CONTRACTOR. It is understood that Provider is an independent professional contractor and that Provider will not in any event be construed as or hold itself out to be an employee or agent of the City. It is further agreed that at no time will the Provider or the work efforts of the Provider be under the supervision or control of the City, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the City. It is also agreed that Provider, as an independent contractor, is not restricted to working exclusively for the City during the term of the Agreement.

4. INSURANCE & TAXES. Provider is responsible for Workers Compensation, Disability, Unemployment, Automobile Insurance, and any other insurance required by the State of Iowa and will provide certificates of insurance to the City on an annual basis. Provider is also responsible for payment of State and Federal taxes, and any other applicable tax. Provider is not eligible for any benefits the City may provide for its employees.

5. CONFIDENTIALITY. Provider agrees to comply fully with confidentiality in compliance with all laws and regulations regarding protected health information.

6. TERM AND TERMINATION OF AGREEMENT. This Agreement is effective on the _____ day of _____, 202_ for a period of ____year (s). The City may terminate this agreement immediately upon Provider's refusal to, or inability to perform under the agreement or Provider's breach of this agreement. Either party may terminate this agreement for any reason, without cause, by giving 90 days written notice to the other party.

7. ACCESS TO BOOKS AND RECORDS. Unless otherwise required by applicable laws, Provider shall allow the City access to all books and records for purposes of auditing or reviewing Provider's claims, upon request by the City. Provider's failure to provide access under this section shall constitute a material breach of the agreement.

8. REQUIREMENTS. Provider hereby agrees to perform all duties in accordance with all state and federal laws and regulations. This provision includes but is not limited to Iowa Code Section 144.32. Provider assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Provider.

9. EXTENSION. If mutually agreeable to City and Provider, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties.

10. ASSIGNMENT. Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.

11. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL. This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree that all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Huxley, Iowa. The parties hereby waive removal of any issue hereunder to the federal courts.

12. This Agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

HUXLEY, IOWA (City)

By:

Kevin Deaton (Mayor)

Dated: _____

_____(Provider)

By:

Dated: _____

CITY COUNCIL COMMUNICATION

AGENDA HEADING:

Approve Resolution No. 22-053 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=\$ 45,500 ; 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 or \$13.80% (*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 initiated
- Review of Final Plat and recording
- Payment of TIF rebate over the term of the agreement

RESOLUTION 22-053

Resolution Approving Development Agreement with Van Houweling, CD II, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

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 (the “Urban Renewal Tax Revenue Fund”), 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, a certain development agreement (the “Agreement”) between the City and Van Houweling, CD II (the “Developer”) has been prepared, pursuant to which the Developer would undertake the construction of public infrastructure necessary for the development of a residential subdivision in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Agreement, the City would provide annual appropriation tax increment payments to the Developer in a total amount not exceeding \$644,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on June 14, 2022, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

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

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Huxley and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs and new housing opportunities, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Developer thereunder.

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Van Houweling, CD II Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

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.).

Section 5. The City hereby pledges to the payment of the Agreement the Van Houweling, CD II Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the Van Houweling, CD II Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Story County to evidence the continuing pledging of the Van Houweling, CD II Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved June 14, 2022.

Mayor

Attest:

City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

HOLD HEARING ON AND APPROVE
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Van Houweling, CD II)

419996-68

Huxley, Iowa

June 14, 2022

A meeting of the City Council of the City of Huxley, Iowa, was held at 6:00 p.m., on June 14, 2022, at the City Hall, 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: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on a Development Agreement between the City and Van Houweling, CD II had been published according to law and as directed by the City Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections or comments, the Mayor announced that the hearing was closed.

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:

STATE OF IOWA
COUNTY OF STORY
CITY OF HUXLEY

SS:

I, the undersigned, 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 holding a public hearing and adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this _____ day of _____, 2022.

City Clerk

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 \$_____ \$45,500 (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. A table of projected tax increment cash flow estimates is attached as Exhibit F. Actual taxable valuations, when available, shall be added into the table and used to calculate the actual incremental property tax revenues produced each year of the agreement, which will subsequently be divided as follows: Each Developer's Estimate shall be divided into two figures: (1) 46.98% shall be designated as the "LMI Amount" (see Section B.5 below); unless the LMI amount has been approved for adjustment by the City of Huxley and the Iowa Economic Development Authority and (2) 53.02% 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. Remaining project tax increment after developer payment and LMI set aside would be available for other~~

projects as identified by City Council through the Urban Renewal Plan and certified through Story County, or to be returned to the taxing entities including the City of Huxley general fund. or 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.45 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.).

EXHIBIT B
SITE PLAN FOR HOUSING PROJECT

EXHIBIT C
TIMELINE AND SPECIFICATIONS OF INFRASTRUCTURE PROJECT

~~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 G
SUMMARY OF ACCEPTED INFRASTRUCTURE COSTS

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

	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
Assumed Increment Valuation Growth: 0.00%					ESTIMATED [I less J]					[for LMI]		[Available for rebate]		Total TIF					
Table 1. TIF Cash Flow		INCREMENT VALUATION [Regular Valuation Only]				TOTAL ESTIMATED VALUATION AND INCREMENT				TIF LEVIES and RESULTING TIF REVENUE				POTENTIAL LMI and REBATE PAYMENT			NET TIF	NET TIF	
Assessment / Fiscal Year		Estimated New Homes Each Year	Cumulative Number of Homes	Average Valuation per Home	Total Assessment	Increment 100% Assessment Total	Taxable Valuation After Rollback	Taxable Valuation for LMI	Net Taxable Valuation for Rebate	Net Tax Levy 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 FY 2023-24		1/1/2021 1/1/2022								\$28.00044 \$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, PP&L & 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 .	

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



S&A Project No. 121.0211.01

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

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

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



S&A Project No. 121.0211.01

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

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

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



S&A Project No. 121.0211.01

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

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

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

ORDINANCE NO. 525

AN ORDINANCE SETTING DRIVEWAY REQUIREMENTS

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

SECTION ONE: The Code of Ordinances of the City Huxley, Chapter 140.04, Driveway and Parking Requirements, shall be and is hereby amended by adopting the underlined language as follows:

140.04 DRIVEWAY AND PARKING REQUIREMENTS. All driveways shall be constructed in accordance with requirements of the *Driveway and Sidewalk Specifications* adopted by and on file with the City. All new single- and two-family residential structures shall have all portions of the driveway and parking areas located between the front yard setback line and the roadway covered with hard surface paving. All new single- and two-family residential structures shall provide hard surface parking areas for the parking of a minimum of two vehicles per structure or unit. No certificate of occupancy shall be issued until all portions of the driveway are completed. The property owner shall notify the City and request the City to inspect the driveway construction project when the driveway forms are in place and before any paving material is poured. The property owner shall provide the City with at least 24 hours' prior notice before an inspection is desired. In any zoning district, a paved driveway is required in conjunction with construction of a new principal structure, a remodeling project in an amount equal to or greater than 25% of the original building valuation, a building addition larger than 100 square feet in size, a new attached or detached garage, or any other accessory structure larger than 400 square feet in size. A paved driveway shall also be required in an existing gravel driveway or parking area is expanded by four feet in any direction.

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

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

SECTION FOUR: Effective Date. This ordinance shall become effective as of the date of its approval by the City Council of Huxley, Iowa.

PASSED at Huxley, Iowa, this ____ day of _____ 2022.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

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 Public Works Street & Stormwater Superintendent, City Engineer, 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 pursuant to the City's Code of Ordinances.
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 Administrator 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.