



CITY COUNCIL MEETING NOTICE

TUESDAY JUNE 28 2022, 6:00 P.M.

CITY COUNCIL CHAMBERS

AGENDA

- 1. ROLL CALL**
- 2. APPROVE AGENDA AS PRESENTED AND/OR AMENDED**
- 3. PRESENTATION/RECOGNITION**
 - a. Proclamation for Summer Learning 2022
- 4. PUBLIC COMMENT (5 MINUTE TIME LIMIT FOR ITEMS NOT ON THIS AGENDA)**
- 5. PUBLIC HEARINGS**
 - a) Fiscal Year 22 Budget Amendment
- 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 June 14, 2022 Council Meetings
 - b) Approve Payment of Bills
 - c) Approve Resolution No. 22-061 Fiscal Year 22 Budget Amendment
 - d) Motion to Approve Annual Allocation to Story County Housing Trust FY 23
 - e) Motion to Approve Annual Allocation to Central Iowa Transportation Planning Alliance (CIRTPA) FY 23
 - f) Motion to Approve Jonathan Frantz to the Huxley Park & Recreation Board
- 7. BUSINESS ITEMS**
 - a) Discussion and Possible First Reading of Ordinance No. 524 to Increase Sanitary Sewer Rates
 - b) Discussion and Possible First Reading Ordinance No. 526 HWY 69 Speed Limit Change Extending 45 MPH Zone
 - c) Discussion on Pro-Commercial Business Assistance Grant Request
 - d) Discussion on Huxley Communications Business Assistance Grant Request
 - e) Discussion on Meadow Lane Development Assistance Request
 - f) Discussion on Kamp E 1st Street Development Proposal-Planning & Zoning Commission
 - g) Approve Amended and Substituted Resolution No. 22-063 Wood Creek Subdivision (30450 550th Avenue) Preliminary and Final Plat (Story County Subdivision Two (2) Mile Review
 - h) Approve Resolution No. 22-064 Fjord Plaza Preliminary and Final Plat
 - i) Motion to Approve Purchase of Body Cameras for the Huxley Police Department (FY 23 Operating Budget) and Possible Purchase of Five (5) Year Data Contract Plan
 - j) Discussion and Possible Motion to Approve Resolution No. 22-057 FY 23 Salaries
- 8. INFORMATIONAL ITEMS-DIRECTION TO CITY ADMINISTRATOR**

9. MAYOR AND COUNCIL REPORTS

10. WORKSESSION: DISCUSSION AND DIRECTION TO CITY ADMINISTRATOR

- a) Main Avenue Revitalization Plan
- 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.

COUNCIL COMMUNICATION

Tracking Sheet Council Meeting Items June 28, 2022

SUBMITTED BY:

Rita Conner, City Administrator

SYNOPSIS:

The information below summarizes agenda items before Council for June 28, 2022. Several items are noted to be further detailed in an accompanying Council Communication

PRESENTATION/RECOGNITION Mayor's Proclamation for Summer Learning 2022

PUBLIC HEARING: Fiscal Year 2022 Budget Amendment (Consent Item 6d)

This set of amendments is for the fiscal year that will end on June 30 and represents projects and revenue expenditures that have already been discussed and approved by Council.

CONSENT AGENDA

6c. Approve Resolution No. 22-057 Fiscal Year 23 Salaries. FY 23 employee salaries are based on the current City of Huxley Compensation Policy and Salary Matrix

6e. Motion to Approve Annual Allocation (\$1,831.59 from Low Moderate Income Tax Increment (LMI TIF) to Story County Housing Trust. <https://storycountyht.org/about/> Please see Council Communication and accompanying materials on this item. SCHT administers grant funding for housing assistance in Story County, including rental assistance and homeowner occupied rehabilitation projects.

6f. Motion to Approve Annual Allocation (\$552.00) to Central Iowa Transportation Planning Alliance (CIRTPA) FY 23 <https://cirtpa.org/about/>. The City of Huxley is part of CIRTPA, which manages transportation planning for eight counties in Central Iowa. Through CIRTPA, Huxley is included in local and regional discussions and project information with multiple jurisdictions and Iowa Department of Transportation (IDOT) Region 11. U.S Department of Transportation federal surface transportation funds are allocated to states and administered through an annual competitive process through CIRTPA and other regional transportation planning agencies in Iowa.

BUSINESS ITEMS

7a. Discussion and Possible First Reading of Ordinance No. 524 to Increase Sanitary Sewer Rates. Please see accompanying Council Communication and materials for this item. The fee increase is proposed at 3% per year for 2022, 2023 and 2024. This annual increase is consistent with the prior annual increase of 3% that was approved by Council for the prior three years. A gradual annual fee increase provides the ability to manage and maintain the city's wastewater plant and infrastructure, service debt, and plan for future infrastructure investments.

COUNCIL COMMUNICATION

7b. Discussion and Possible First Reading of Ordinance No. 526 N. U.S. Highway 69 Speed Limit Change Extending 45 MPH Zone. Please see additional materials for this item, which impacts 260' north of Oak Blvd to 200' north of 306th Lane, per review by the Iowa Department of Transportation. As a separate item, staff has also requested a speed study of the remainder of the HWY 69 Corridor from the IDOT, which will include 260' north of Oak Blvd southward to HWY 210.

7c. Discussion on Pro Commercial Business Assistance Grant Request: Matt Eller, Pro Commercial, stated to Council in December 2021 that he had met with Council in 2017 to initiate a development agreement for a business assistance grant. Following construction of his building, it came onto the tax rolls and Mr. Eller received a property tax bill. Staff Research into the question showed that the City of Huxley held a public hearing in July 2017 for preliminary steps to form a development agreement with Pro Commercial. No hearing was ever held, and no agreement was formalized.

Several other businesses that purchased land in the Huxley Development Park, including Iowa Earth, Mr. Storage and Landscapes by Design, received business assistance grants through development agreements, with a percentage of their project-generated property taxes provided to them as a rebate grant. The terms of these agreements are similar, with the business committing to construct buildings and hire employees and demonstrate the new taxable valuation added by their up-front investments.

With no finalized development agreement and public hearing, there was no debt for tax increment finance (TIF) certification to fund a grant with TIF from the project. This certification must be made by December 1 prior to the fiscal year that the TIF is requested for.

Council may:

- a. Determine that no required actions took place, and no business assistance grant will be given to the company.
- b. Determine that though no required actions took place, there is Council support to move forward with a development agreement for Pro Commercial. If this is the Council decision, TIF funds from the general cash flow of the TIF district, not TIF funds solely from the Pro Commercial building, would be the funding source for a grant. Proposed terms, percentages and grant amount would be provided to Council for consideration.

7d. Discussion on Huxley Communications Business Assistance Grant Request. Huxley Communications is under construction on a headquarters building in the Huxley Development Park at S. Main Avenue and Campus Drive. The building construction is underway, but the taxable valuation for the property for 2022 remains assessed as land only at \$48,500. The improvements are anticipated to come onto the tax rolls after January 1, 2023. New building valuation is estimated at \$4.8M.

COUNCIL COMMUNICATION

Council may:

- a. Determine not to move forward with preliminary terms for a development agreement with Huxley Communications
- b. Determine to move forward with draft of a development agreement with project financials and future TIF cash flow calculated for review, and required urban renewal plan amendments and Council public hearings for approval of a final development agreement with Huxley Communications.

7e. Discussion on Meadow Lane Development Assistance Request

Please see accompanying Council Communication, updated cash flow table at Council request, and additional support materials for this item. Email history previously forwarded to Council regarding the dates that the Meadow Lane development was considered for action by City Council from 2020-2022.

Council may:

- a. Determine that no development agreement is supported for the project
- b. Determine that there is support for a development agreement on the terms and information as drafted, providing a total project generated TIF rebate grant not to exceed \$560,000
- c. Determine that there is Council support for an amount higher than \$560,000.
 - a. The full amount of the developer's infrastructure investment is provided as \$1,059,443.
 - b. The project's entire cash flow estimated over 11 years, after Low Moderate Income Set Aside (LMI TIF), is \$796,300
 - c. If the \$560,000 amount is supported by Council, an estimated \$236,300 could be returned to the taxing entities from the TIF cash flow, including the City's General Fund, over 11 years; or certified for use by Council for another project in the Huxley Housing Urban Renewal Plan Area, following a plan amendment.

7f. Discussion on Kamp East 1st Street Development Proposal-Planning & Zoning Commission Second Review of Driveways onto Major Arterial Streets and Continuation of Deerwood Drive as a Major Collector Street under the City of Huxley 2013 and 2019 Comprehensive Plans.

- a. Planning & Zoning Commission consensus on grid street network need for Deerwood Drive
- b. Planning & Zoning Commission consensus on prohibiting drives on Major and Minor Arterial and Major Collector streets
- c. Planned general alignment of Deerwood Drive to the south of East 1st Street, combined with required R and required zoning district setbacks, must be accounted for in site design.

COUNCIL COMMUNICATION

7g. On May 24, 2022 Council voted to deny approval of the Wood Creek Subdivision Preliminary and Final Plat. This is a plat that came under City of Huxley review by the State of Iowa Code 2-mile review, the ability for the City to review land subdivision for development within 2 miles of the City's current corporate boundaries.

City legal counsel has advised that if the Council chooses to again not approve the plat, they must list the reasons on the record and those reasons must be incorporated into the Resolution denying the approval. The reasons must be related to the plat itself because the plat in some way does not meet the City's requirements. It. The proposed subdivision is a split in two lots. Any further subdivision will once again need to come before the Council and can be reviewed under City of Huxley Comprehensive Plan and Code of Ordinances for public improvements, land use and zoning.

7h Approve Resolution No. 22-064 Fjord Plaza Preliminary and Final Plat (506 and 508 East 1st Street. Please see accompanying Council Communication and accompanying materials for this item.

7j. Motion to Approve Purchase of Body Cameras for the Huxley Police Department (FY 23 Operating Budget) and Possible Purchase of Five (5) Year Data Contract Plan (plan purchase will require amendment to FY 23 budget). Please see accompanying Council Communication and bid information on this item.

Main Avenue Revitalization Plan (Council 2022 Goal Setting)

Council is requested to:

- a. Review the Walkaround Report from the Main Avenue Revitalization September 2021 2-day session with building owners and community members
- b. Consider Council formal adoption of the Report as a baseline plan for guiding redevelopment of Main Avenue, continued plan and policy goal setting, and determining action steps
- c. Review the Real Estate Inventory Table and determine if there is Council and community support to consider targeted urban renewal, TIF or other resources to promote and reinvest in the district with public and private funds, up to and including purchase of land/buildings and sale for redevelopment.
- d. Review draft Capital Improvement Plan (Council 2022 Goal Setting) for consistency with Main Avenue Revitalization Goals

Discussion of Variables for Potential Sale of City Owned Property on S. Main Avenue

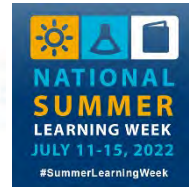
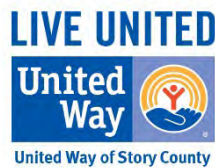
Council approved Resolution No. 22-049 for the Sale of Real Estate Owned by the City of Huxley and being a part of Lot 25 Railroad Subdivision No. 2, Huxley, Story County, Iowa on May 24,

COUNCIL COMMUNICATION

2022. This resolution provided for the Council to move forward with a sale of the property. Council requested additional information and discussion on the property. Staff has received additional public input with concerns on the possible sale of City owned property within the parks system, and noting the positive highlighting of the parks and public assets in the Main Avenue Revitalization Walk Around Report.

Council may:

- a. Decide to start over, reject current offers and request additional public input and Board/Commission on the following (and/or) other criteria and considerations before offering the property for sale:
 - i. The property is a public asset and part of the parks system. What does the removal of the property from the system and new development potentially impact?
 - ii. Projected new taxable valuation and use-what is the valuation and what is the project? Does it fit in the vision for the district?
 - iii. Building height and architectural materials, long term value, complimentary to design standards Council may choose to adopt for Main Ave
 - iv. Employment/jobs created
 - v. Activation of greater Main Avenue District-daytime foot traffic, clients and patrons for future retail and commercial businesses on current Main and future S. Main Avenue.
 - vi. Consideration of relocation and/or City acquisition and sale of other properties for redevelopment (vacant, blighted, underutilized, or incompatible use) based on the Real Estate Inventory Table
 - vii. How well project is integrated into site, including positive integration to park, trail and trees.
- b. Decide to move forward with a sale to one of the individuals that have presented purchase offers, while also incorporating input on the above.
- c. Decide not to move forward with any sale of the property



PROCLAMATION FOR SUMMER LEARNING 2022

Summer is bursting with possibilities for all students to grow, learn and thrive. High-quality summer learning and enrichment opportunities will be more important than ever in 2022. Across the country, the state, and even here in Story County, summer programs are adapting and innovating to ensure children and their families can access the quality summer learning opportunities and critical supports and services they need.

Whereas: Summer Learning Week is a time to reflect on the importance of keeping young people learning, safe, and healthy every summer, ensuring they return to school in the fall ready to succeed in the year ahead; and

Whereas: Summer learning programs are proven to maintain and advance students' academic and social/emotional growth, keep children safe and healthy during the summer, and send young people back to school ready to learn; and

Whereas: A wide array of public agencies, community-based organizations, schools, libraries, museums, recreation centers, camps, and businesses in our community contribute to the well-being of youth through summer programming; and

Whereas: Joyful summer learning experiences are a critical component of our collective effort to ensure America's educational recovery and that all students heal, grow and thrive.

Now, therefore, I, Mayor Kevin Deaton, do hereby proclaim July 11-15, 2022 as SUMMER LEARNING WEEK in Huxley, Iowa, and do commend this observance to all of our citizens.

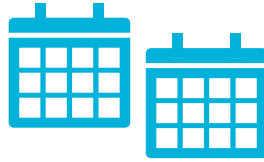
SUMMER BY THE NUMBERS

WHAT HAPPENS TO CHILDREN DURING THE SUMMER?



THE "SUMMER SLIDE"

is what often happens to disadvantaged children during the summer months. They tread water at best or even fall behind, while higher-income children build their skills steadily over the summer months.



Elementary school students with high levels of attendance (at least five weeks) in voluntary **SUMMER LEARNING PROGRAMS** experience benefits in math and reading.¹



High-quality summer programs improve **MATH AND READING SKILLS**, and also build critical social and emotional skills of students. These are skills that will help them not only in school but also in their careers and life.



More than half of U.S. students experience summer learning losses **FIVE YEARS IN A ROW**. These students on average lose nearly 40 percent of their school year gains.²



Research shows that **HIGH-QUALITY SUMMER PROGRAMS** can make a difference in stemming learning loss and closing the country's educational and opportunity gaps.³



9 IN 10 TEACHERS spend at least three weeks re-teaching lessons at the start of the school year.⁴

Sources: ¹ Catherine H. Augustine, Jennifer Sloan McCombs, John F. Pane, Heather L. Schwartz, Jonathan Schweig, Andrew McEachin, and Kyle Siler-Evans. Learning from Summer: Effects of Voluntary Summer Learning Programs on Low-Income Urban Youth. RAND Corporation. (September 2016). ² American Educational Research Association. (Jul 9, 2020). School's Out: The Role of Summers in Understanding Achievement Disparities. ³ <https://www.wallacefoundation.org/knowledge-center/pages/learning-from-summer-effects-of-voluntary-summer-learning-programs-on-low-income-urban-youth.aspx> ⁴ Surveyed by the National Summer Learning Association. Retrieved from <http://rer.sagepub.com/content/66/3/227.abstract> and http://c.ymcdn.com/sites/www.summerlearning.org/resource/resmgr/press_releases/nsla_summer_release_130528_f.pdf and http://c.ymcdn.com/sites/www.summerlearning.org/resource/resmgr/Publications/Impact_on_Teaching_and_Learn.pdf

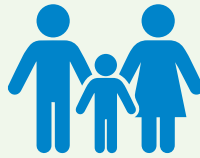
**Keep kids healthy and learning.
Text NSLA to 91999 to donate.**

www.summerlearning.org




**national summer
learning association**

ACCESS TO AND DEMAND FOR SUMMER PROGRAMS



51% OF FAMILIES
not participating in a summer
program say they would if one
was available to them.⁶



Of families who pay for summer programs,
the average weekly reported cost is
\$288 PER CHILD
per week⁷

SUMMER HEALTH AND NUTRITION FOR KIDS



In July 2017, only **1 IN 7** children who
ate a free or reduced-price school lunch
during the 2016-2017 school year were
reached by the federally-funded Summer
Nutrition Programs, which include the
Summer Food Services Program and the
National School Lunch Program.⁸



Minority children gain weight up to
TWICE AS FAST
during the unstable months of
the summer as during
the school year.⁹

SUMMER JOBS, SUMMER MELT AND OLDER YOUTH



Without summer counseling and support,
ONE-THIRD
of first generation college attenders
fall victim to the “summer melt” and
fail to enroll in the fall, even after being
accepted.¹⁰



Waiting lists for summer youth jobs are
IN THE THOUSANDS
in most major cities, despite promising
findings around reduced crime and
mortality rates for participants.^{11, 12}

Sources: ⁶ Afterschool Alliance. (2009). American after 3 pm: The most in-depth study of how America's children spend their afternoons. Retrieved from http://www.afterschoolalliance.org/AA3_Full_Report.pdf ⁷ Ibid. ⁸ Hunger doesn't take a vacation: Summer nutrition status report 2018. Food Research and Action Center. Retrieved from <http://frac.org/wp-content/uploads/2018-summer-nutrition-report.pdf> ⁹ Von Hippel, P. T., Powell, B., Downey, D. B., & Rowland, N. J. (2007). The effect of school on overweight in childhood: gain in body mass index during the school year and during summer vacation. *American Journal of Public Health*, 97(4), 696-702. ¹⁰ Castleman, B. L., Page, L. C., Winkle-Wagner, R., Bowman, P. J., John, E. P. S., Meyer, H. D., & Hu, S. (2014). Summer melt: Supporting low-income students through the transition to college. Cambridge, MA: Harvard Education Press. ¹¹ Heller, S. B. (2014). Summer jobs reduce violence among disadvantaged youth. *Science*, 346 (6214), 1219-1223. ¹² Gelber, A., Isen, A., & Kessler, J. B. (2014). The effects of youth employment: Evidence from New York City summer youth employment program lotteries (No. w20810). National Bureau of Economic Research.

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

HUXLEY CITY COUNCIL MEETING MINUTES

Tuesday, June 14, 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, absent: Thompson

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

CITY STAFF PRESENT: Rita Conner – City Administrator, Jolene Lettow - City Clerk, Jeff Peterson – Public Works Director, Gerry Stoll – Police Chief, Heather Denger – Parks and Recreation Director

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

PRESENTATION: Development Concept 120 Acres – Vicinity of Hwy. 69 & S. Main Avenue: Chris Gardner presented preliminary development proposal. Commented that annexation and rezoning would need to occur. Asked for council support with proposed development concept.

PUBLIC HEARING: Mayor opened meeting at 6:36pm. Owner of property, Don Van Houweling, informed council that he had received bids on the work to be completed for the development. Costs have increased substantially. Mr. Van Houweling would stay with the original \$644,000 Tax Increment Financing (TIF) agreement with city. Motion – Kuhn, second – Roberts to close hearing. 4 ayes, 0 nays. Motion carried.

CONSENT AGENDA:

Motion by Kuhn, second by Roberts to Approve Consent Agenda Items as Listed with Item (f) to be Removed from Agenda and Items (h & m) to be Pulled for Separate Discussion.

- 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 - Pulled from agenda*
- g. Approve Resolution No. 22-058 Law Enforcement Training & Service Policy
- h. *Approve Resolution No. 22-059 Cambridge Law Enforcement Services Contract – Pulled for separate discussion*
- 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 – Pulled for separate discussion*
 - i. *Building Inspection Services*
 - ii. *2022 Comprehensive Plan Update*
 - iii. *Space Needs Analysis*

Claims:

A.C. Landwin	GUTTER WORK	300.00
ACCUJET LLC	ROBOTIC CUTTING STORM LINES	4,381.90
ALEX GREENFIELD	BOOT CAMP INSTRUCTOR	80.00
ALLIANT ENERGY	GAS AND ELECTRIC	10,850.38
AMERICAN AUTO AWARDS OF IO	CAR DECALS PARTY IN THE PARK	139.45
AMERICAN FENCE COMPANY	IHLE FENCE REMOVAL 306 OAK	1,772.60
ANNE FLECK	WRITERS WORKSHOP	700.00
ARNOLD MOTOR SUPPLY	POWER LUBE	280.38

ATLAS ELECTRIC LLC	REPLACE CLARIFIER 2 STARTER	2,651.00
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	SEE ATTCHED	6,774.22
CATHY VANMAANEN	CATHY VANMAANEN	63.98
CHAD QUICK	SOCCER REFEREE	154.00
CHICKERING, ANDRE	REFUND WATER DEPOSIT	120.00
CINTAS CORPORATION	MED KIT MAINTENACE	72.76
CLAMAN CONSTRUCTION, INC.	BUILDING PERMIT DEPOSIT REFUND	1,000.00
CLARKE ENVIROMENTAL MOSQUI	MOSQUITO SPRAYING-JUNE	2,940.00
CLINTON H. THOMPSON	BASKETBALL LEAGUE	705.00
COMPUTER RESOURCE SPECIALI	NEW LAPTOP SET UPS	3,534.98
CONTINENTAL MANUFACTURING	CONTINENTAL MANUFACTURING CHEM	48,129.95
DACIA BUSS	SOCCER REFEREE 10 GAMES	285.00
DANKO EMERGENCY EQUIPMENT	RESCUE EQUIPMENT STRUTS/CHOCKS	4,098.46
DAVIS WILCOX	BOOT CAMP INSTRUCTOR	145.00
DEPARTMENT OF THE TREASURY	FORM 720 - PCORI FEE	50.54
DICKSON & LUANN JENSEN	DICKSON & LUANN JENSEN	74,551.75
DIGITAL ALLY	VIDEO MIGRATION	100.00
DIVISION OF LABOR	ELEVATOR PERMIT	175.00
DORSEY & WHITNEY LLP	DORSEY & WHITNEY LLP	16,500.00
DRAKE ROOFING, INC.	ROOF LEAKS, REPAIR HOLES	1,629.00
EDEN HART	BASKETBALL LEAGUE	260.00
EDWARD JONES	IRA	125.00
ERIC REIMER, LOCKSMITH	DOOR CODE CHANGE	80.00
FAREWAY STORES, INC.	FAREWAY STORES, INC.	20,410.00
FELD FIRE	WASHER MAINTENACE	337.50
FJELLAND, MATT	TENNIS SUMMER 2022	1,813.02
FORMAN FORD	FRONT WINDOW CAULKING 3C'S	4,061.00
FORTERRA PIPE & PRECAST	42' TRASH GUARD TIMBERLANE	2,375.00
GALLS, LLC- DBA CARPENTER	KATIE JUDGE EMS PANTS	46.75
GATEHOUSE-DB IOWA HOLDINGS	GATEHOUSE-DB IOWA HOLDINGS	1,029.33
GRADY THOMPSON	SOCCER REFEREE	48.00
GRANT NASON	SOCCER REFEREE	135.00
GREAT-WEST LIFE & ANNUITY	DEFERRED COMPENSATION	136.54
HOKEL MACHINE SUPPLY	CABLE AND CLAMPS	408.43
HOMES BY ADVANTAGE LLC	PERMIT REFUND 517 PRAIRIE VIEW	1,000.00
HUXLEY COMMUNICATIONS COOP	HUXLEY COMMUNICATIONS COOP	1,538.07
INTERNAL REVENUE SERVICE	FED WITHOLDING TAX	17,020.18
IOWA DOT	BATHROOM ITEMS/SAFET YGLASSES	444.43
IOWA EARTH WORKS, LLC	IOWA EARTH WORKS, LLC	2,449.85
IOWA ONE CALL	EMAIL LOCATES	72.00
IOWA PRISON INDUSTRIES	COUNCIL NAME PLATES	71.00
IPERS	IPERS	9,326.56
ISWEP	ISWEP MEMBERSHIP FEE 22-23	550.00
JACKSON BROWN	BASKETBALL LEAGUE	78.00
JOHNSON FITNESS & WELLNESS	MATRI UPRIGHTCYCLE	6,979.00
KADING PROPERTIES	KADING PROPERTIES	84,516.26
KEMPKER'S TRUE VALUE AND R	KEMPKER'S TRUE VALUE AND RENTA	560.12
KW COMMERICAL DES MOINES	PROPERTY EVAL CITY REAL ESTATE	500.00
LILLY HUNTRODS	SOCCER REFEREE	91.00
M.R. PROPERTIES LC	M.R. PROPERTIES LC	4,711.72
MARCO TECHNOLOGIES LLC	CITY HALL PRINTER	306.75
MARCO, INC.	4TH QUARTER COPIER	227.73
MEADOW LANE INVESTMENTS, L	MEADOW LANE INVESTMENTS, LLC	63,505.42
MENARDS - AMES	CLEANER/DISINFECTANT	10.97
MISCELLANEOUS VENDOR	BERTHUSEN, MIKE :US REFUND	535.74
MUNICIPAL SUPPLY	MAIN VALVE, LUGS, BOX	4,622.44
NCL OF WISCONSIN, INC.	40g NITR.INHIB REFILL	82.41
NEIGHBORS HEATING & COOLIN	AC REPAIR	635.10
NOVA FITNESS EQUIPMENT	QUARTERLY MAINTNANCE FIX MACHI	933.54
OTIS ELEVATOR COMPANY	3C'S ELEVATOR SERVICE	240.30
OUTDOOR ENVISIONS	MULCH	183.60
OXEN TECHNOLOGY	MICROSOFT MONTHLY FEE	1,246.50
OZ, MIKAYLA	OZ, MIKAYLA	350.00
PACIFIC DRYWALL	PACIFIC DRYWALL	1,172.95
PCC AN AMBULANCE BILLING S	APRIL AMBULANCE BILLING	213.42
PEPSI-COLA	PEPSI ORDER	235.97
POSTMASTER	POSTMASTER	490.14
QUALITY PEST CONTROL	NORD KALSEM PEST	47.00
RACOM	RADIO FEES 22-23	5,520.00
REDWOOD BUILDERS, LLC	DEPOSIT REFUND 616 E4TH ST	1,000.00
RELIANT FIRE APPARATUS	AIR DRYER 732 REPAIR	219.67
ROBERTS, SUSAN	OFFICE CHAIR	33.17
SANDRY FIRE SUPPLY	NAME PATCHES FOR GEAR	360.00
SATONIUS PARKER	BASKETBALL LEAGUE	605.00
SCOTT MASON	AMBUALNCE OVERPAYMENT	139.60
SECURE SHRED SOLUTIONS	FILE SHREDDING	111.00
SKOLD DOOR & FLOOR COMPANY	SAFE ROOM DOOR MAINTENACE	462.50
SOUTH STORY BANK & TRUST	SOUTH STORY BANK & TRUST	28,320.06
STAPLES BUSINESS CREDIT	MAY 2022	561.05

TASC - CLIENT INVOICES
 TONYA BECKER
 TREASURER, STATE OF IOWA
 TYLER TECHNOLOGIES, INC.
 U.S. CELLULAR
 USA BLUEBOOK
 VEENSTRA & KIMM, INC.
 VERIZON WIRELESS
 VISIONBANK
 WINDSTREAM IOWA COMMUNICAT

JULY FLEX SPENDING 69.82
 TRX FUSION 50.00
 STATE WITHHOLDING 3,012.00
 SYSTEM SOFTWARE-YEARLY FEE 14,032.23
 MAY AMBULANCE PHONE BILL 90.30
 SALT BRIDGES, PH SOLUTION, 576.03
 ENGINEERING WATER & SEWER 36,998.81
 CELL PHONE BILL 241.43
 VISIONBANK 5,285.52
 DISPATCH PHONE 169.95

	REVENUES	EXPENSES
001 GENERAL FUND	10,612.24	45,068.21
002 LIBRARY	432.25	5,218.88
003 RECREATION	8,403.31	9,570.73
004 FIRE AND RESCUE	4,627.53	11,815.02
014 AMBULANCE	1,522.07	2,118.31
110 ROAD USE TAX	1,801.10	22,027.37
125 TIF		333,053.48
319 RECREATION NEW EQUIPMENT		6,979.00
345 WATER PLANT EXPANSION		50,782.81
600 WATER UTILITY	81,994.46	17,737.22
610 SEWER UTILITY	74,366.07	16,388.76
* PAYROLL EXPENSE		129,697.69
GRAND TOTAL		650,457.48

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

Consent Agenda Item H: Motion – Roberts, second – Echer to Approve Resolution No. 22-059 Cambridge Law Enforcement Services Agreement. Councilman Kuhn expressed his concerns with City of Huxley subsidizing police services for Cambridge and stated the 2.5% increase in contract for next five years could possibly not cover the costs with the service. Roll Call: Pilcher, Roberts, Echer voted yes; Kuhn voted no. Motion carried.

Consent Agenda Item M: Motion – Echer, second – (none) to Approve Posting of Request for Proposals for:

- i. Building Inspection Services
- ii. 2022 Comprehensive Plan
- iii. Space Needs Analysis

Motion failed due to no second motion.

BUSINESS ITEMS:

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

Motion – Roberts, second – Pilcher to DEFER Action to Increase Sewer Rates and Discuss at Next Work Session. Roll Call: Kuhn, Echer, Roberts, Pilcher voted yes. Motion carried.

Motion – Roberts, second – Pilcher to Approve First Reading of Ordinance 525 Chapter 140 Driveways – Options as Requested by Council. City attorney stated that current code could not be enforced as stated. Roll Call: Echer, Kuhn, Pilcher, Roberts voted no to existing ordinance. Motion failed. City attorney will draft new ordinance language by next council meeting.

Motion – Kuhn, second Pilcher to DEFER First Reading of Ordinance 526 to Extend the Speed Limit of 45mph on Hwy. 69 North of Huxley and First Reading of Construction Site Erosion and Sediment Control Ordinance to Next Work Session. Roll Call: Roberts, Pilcher, Kuhn, Echer voted yes. Motion carried.

INFORMATIONAL ITEMS:

Kamp East 1st Street and Deerwood Drive Development Proposal Follow-Up: Councilman Kuhn stated Deerwood Drive is in city's Comprehensive Plan and should continue to remain a major collector street in city's future development. Echer and Roberts both would like to see property developed. Developer would like to know the location of right-of-way alongside Deerwood Drive. Council directed staff to take to Planning & Zoning and bring back recommendation to council.

Meadowlane Development: Steve Quick approached council asking to reconsider council's previous development agreement decision. Council agreed to a work session discussion.

Pro Commercial Development Agreement – staff to provide history to council for review.

Huxley Communications – Company has asked for a development agreement. Council to discuss at future work session.

WORK SESSION: Agenda items moved to another work session.

ADJOURNMENT: Motion – Pilcher, second – Echer to adjourn meeting at 8:08pm. 4 ayes, 0 nays. Motion carried.

Attest:

Kevin Deaton, Mayor

Jolene R. Lettow, City Clerk

CLAIMS

JUNE 28 2022

VENDOR NAME	DESCRIPTION	AMOUNT
01-4259 ARNOLD MOTOR SUPPLY	55 GAL DRUM 15W40	\$811.99
01-0762 BAKER & TAYLOR ENTERTAINMENT	BOOKS	\$390.04
01-2277 BOUND TREE MEDICAL	C-COLLAR/BVM	\$291.54
01-0678 BROWN SUPPLY CO. INC.	MARKING PAINT/GREEN FLAGS	\$180.00
01-0227 BUD'S AUTO REPAIR INC	TIRE REPAIR- 2021 INTERCEPTOR	\$30.89
01-3679 COMPASS MINERALS AMERICA	ROCK SALT/FUEL	\$3,932.72
01-2701 CONLEY'S TRUCKING, INC.	DIRT-BALL FIELDS	\$1,403.05
01-4797 DEMCO INC.	BOOK PROCESSING	\$231.26
01-3949 DEZURIK, INC.	BYPASS PLUG VALVE	\$1,408.64
01-4815 GANNETT HOLDINGS - CENTRAL	MAY 22 AMES TRIBUNE POSTING	\$543.86
01-0871 HEARTLAND CONSTRUCTION EQUIPME	PET OIL	\$63.50
01-0062 HOKEL MACHINE SUPPLY	STORM SEWER UNDER TIMBERLANE	\$276.17
01-4754 I-80 CONCRETE	3.25 YRDS C4 CON E 5TH/HWY 69	\$571.25
01-4485 IOWA DEPARTMENT OF PUBLIC SAFE	NCIC SUBSCRIPTION	\$600.00
01-0334 IOWA LEAGUE OF CITIES	22/23 MEMBERSHIP DUES	\$2,305.00
01-1592 IOWA STATE UNIVERSITY	PARTY IN THE PARK PROGRAM	\$200.00
01-1736 JERICO SERVICES INC	DUST SUPPRESSION CENT. PARK	\$906.75
01-4824 JOHN DEERE FINANCIAL	8X8 WOOD POST	\$69.98
01-0025 KEYSTONE LABORATORIES	LAB TEST/WASTE & WATER	\$310.00
01-1563 MIDWEST ALARM SERVICES	ALARM BATTERY REPLACEMENT	\$37.08
01-0337 MIDWEST TAPE	HOOPLA-DIGITAL LIBRARY	\$5,000.00
01-4016 OUTDOOR ENVISIONS	PLAYMAT B MULCH	\$91.80
01-3998 OXEN TECHNOLOGY	OXEN TECH- HELP	\$364.08
01-4447 PREMIER	PRINTER USAGE	\$43.58
01-3705 RACOM	ANTENNA'S FOR FD RADIO'S	\$180.00
01-3156 SAFE BUILDING COMPLIANCE & TEC	INSPECTIONS	\$10,506.47
01-1781 SHAFFER'S AUTO BODY CO INC	2016 FORD EXPLORER ACCIDENT REPAIR	\$3,200.78
01-4844 SUBSURFACE SOLUTIONS	LOCATOR BAG/BATTERY PACK	\$4,740.37
01-3642 SYNCB/AMAZON	BOOKS/INK/SUMMER PROGRAM	\$536.17
01-0583 USA BLUEBOOK	WATER CHEMICALS	\$2,834.45
01-3719 VAN WALL EQUIPMENT	2 WHEELS-JD MOWER	\$1,480.00
01-4635 VAN WERT COMPANY	T-10 METER METER	\$464.00
01-0632 VERIZON WIRELESS	PUBLIC WORKS PHONE	\$366.05
01-0632 VERIZON WIRELESS	POLICE PHONES	\$241.43
01-3684 WINDSTREAM IOWA COMMUNICATIONS	DISPATCH PHONE	\$168.82
01-1134 ZIEGLER INC	COOLANT HOSE/FILTERS	\$259.07
BATCH TOTAL		\$45,040.79

RESOLUTION NO. 22-061

RESOLUTION TO APPROVE AMENDING THE FISCAL YEAR 2022 ANNUAL BUDGET

WHEREAS, the Iowa Legislature adopted legislation that mandates that a city shall prepare and adopt a budget and shall certify taxes; and

WHEREAS, the Iowa Legislature requires each city to conduct a public hearing on the amending budget prior to adoption; and

WHEREAS, the City Clerk has published the budget amendments and notice of hearing no less than ten (10) days and no more than twenty (20) days prior to the date of the hearing; and.

WHEREAS, the Huxley City Council conducted said hearing on June 28, 2022 and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HUXLEY, IOWA, that the Huxley City Council approves the amendments to the **FY 2022 Budget** as attached and directs the City Clerk to submit said budget amendments and all the required prepared work to the appropriate agencies.

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

PASSED, ADOPTED AND APPROVED this 28th day of June 2022.

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk

CITY COUNCIL COMMUNICATION

AGENDA HEADING:

Motion to Approve Contribution to the Story County Housing Trust Fund

SUBMITTED BY

Rita Conner, City Administrator

SYNOPSIS:

Story County Housing Trust Fund (Amber Corrieri, Board Chair) is a non-profit agency focused on affordable housing in the County. <https://storycountyht.org/>

The City of Huxley and the other Story County cities are requested to contribute an annual amount based on each City's 2020 population. The population is used to calculate each community's share of the amount of local match needed for the grant SCHTF receives from the Iowa Finance Authority.

Additional information is below.

FISCAL IMPACT: YES

Amount: \$1,831.59

Funding Source: City of Huxley TIF/LMI- (Tax Increment Financing Low to Moderate Income) Fund

ADDITIONAL INFORMATION:

- The SCHTF provides rental assistance and funds for construction and home rehabilitation
- Huxley residents were assisted by the programs in 2021 on average of 8-10 homes per month

ADMINISTRATOR RECOMMENDATION: Approval

BOARD, COMMISSION OR COUNCIL PRIOR ACTIONS: YES

- Four years of prior annual contributions in this amount

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- Annual request



June 20, 2022

Rita Conner
City Hall
515 N. Main Street
Huxley, IA 50124

Dear Rita:

For FY 2022 the Huxley City Council approved a \$1,831.59 commitment of funding for the Story County Housing Trust.

Enclosed please find an invoice requesting these funds. A check can be made out to: *Story County Housing Trust* and sent to our Board Treasurer:

Erik Bunker
Vice President
First National Bank
405 5th Street
Ames, IA 50010

These dollars are part of the required 25% local match monies from the Iowa Finance Authority.

If you have any questions, I would be happy to talk with you at your earliest convenience.

Sincerely,

STORY COUNTY HOUSING TRUST
Andrew Collings
Program Administrator

Enclosure



June 20, 2022

INVOICE

City of Huxley

FY 2022 \$1,831.59 commitment to Story County Housing Trust

Amount Due

2022 Pledge

\$1,831.59

Please make check payable to: Story County Housing Trust

Remit to:

Erik Bunker

Vice President

First National Bank

405 5th Street

Ames, IA 50010

Thank you for this important commitment to affordable housing in Story County.



420 Watson Powell Jr. Parkway, Suite 200
Des Moines, Iowa 50309
Phone: 515.334.0075
www.cirtpa.org

June 15, 2022

Rita Conner
City of Huxley
515 N. Main Ave.
Huxley, IA 50124

SUBJECT: CIRTPA FISCAL YEAR 2023 ASSESSMENTS

Dear Rita Conner,

Enclosed is an assessment invoice for City of Huxley, as a member of the Central Iowa Regional Transportation Planning Alliance (CIRTPA), for Fiscal Year 2023 beginning July 1, 2022, and ending June 30, 2023. Member assessments match federal funds that the CIRTPA receives to support the transportation planning activities performed by the CIRTPA for its member governments.

The CIRTPA is applying an assessment rate of \$0.13 per capita to City of Huxley's 2020 Census population figure of 4244 for the FY 2023 assessment amount of \$552.00 as detailed on the enclosed invoice. Assessments are due and payable July 31, 2022, and the CIRTPA will consider the assessment payment late after August 31, 2022.

Thanks for your cooperation. If you have any questions concerning the assessment, please contact Principal Planner, Andrew Collings at acollings@dmampo.org

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. Todd Ashby', is written over a horizontal line.

R. Todd Ashby, AICP
Program Coordinator

RTA:tjd

Enclosure

Boone County • Dallas County • Jasper County • Madison County
Marion County • Polk County • Story County • Warren County
Adel • Boone • Huxley • Indianola • Knoxville • Nevada
Newton • Pella • Perry • Story City • Winterset

CIRTPA

420 Watson Powell Jr. Pkwy
Des Moines, IA 50309 US
515-334-0075
TDeckard@dmampo.org

Invoice**BILL TO**

City of Huxley
515 N. Main Ave.
Huxley, IA 50124

SHIP TO

City of Huxley
515 N. Main Ave.
Huxley, IA 50124

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
409	06/16/2022	\$552.00	07/31/2022	Net 30	

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Assessment	FY 2023 CIRTPA Assessment	1	552.00	552.00

FY 2023 CIRTPA Assessment

BALANCE DUE

\$552.00



HUXLEY
CITY OF IOWA

CITY OF HUXLEY
APPLICATION FOR APPOINTMENT TO BOARDS & COMMISSIONS

The City of Huxley appreciates your interest in serving the community and welcomes your application. Please complete all sections of this application. If you have any questions, please contact the City Clerk's Office at (515)597-2561. Additional information may be found on the city web site at www.huxleyiowa.org. The City of Huxley is committed to providing equal opportunity for citizen involvement.

Please indicate the Boards and/or Commissions on which you would be willing to serve or reappointed to by checking below:

<input type="checkbox"/> Library Board of Trustees	<input type="checkbox"/> Tree Board
<input type="checkbox"/> Zoning Board of Adjustments	<input checked="" type="checkbox"/> Parks and Recreation Board
<input type="checkbox"/> Planning & Zoning Commission	<input type="checkbox"/> Huxley Volunteer Fire Department

Is this a reappointment ☐ Yes ☐ No

If this application is for reappointment please fill out information to the gray line below. New appointment please fill out entire application.

Name: Frantz Jonathan Muddry Date: 6-23-22
Last First Middle
Address: 309 N 2nd Ave Huxley IA 50124
Street City State Zip
Occupation: Research Scientist and business owner
Employer's Name & Address: 9305 N 62nd Ave, Johnston IA 50134 (Corteva)
107 ~~107~~ S Main Ave, Huxley, IA (Fenceline Beer Lab)
Work Telephone No: 207-745-3403 Hours you can be reached: always
Home Telephone No: same Hours you can be reached: _____
Email: jonathanfrantz319@gmail.com

How long have you resided in Huxley? 3 yrs

Please list any previous Board membership positions (City, Church, School, Professional, etc.) and dates of service:

Des Moines Botanical Garden (1 year)
Friends of Huxley (1 year)

Please indicate below the reasons why you would like to be appointed to a Board or Commission and any specific skills or experience that you believe support your application:

Huxley is home and I love parks, open spaces, hiking, birdwatching, green spaces, and how they can be economic engines for the community

Please list two references other than a family member:

Name: Allison Rigler Relationship: friend Phone: 612-201-3145
Name: Jennifer Hanks Relationship: friend Phone: 515-336-1510

Do you sell to, or are you in any manner a part to, any contract to furnish supplies, material, or labor to the City of Huxley? No If so, please list dates of employment and positions held:

Have you ever been employed by the City? No If so, please list dates of employment and positions held:

Do you have relatives working for the City? No If so, please give name and relationship:

Please mail completed application to the office of the City Clerk at the following address:

City of Huxley
515 N. Main Ave.
Huxley, IA 50124

Mayor Approval: _____

Council Approval Date: _____

Term Start Date: _____ Expiration Date: _____

COUNCIL COMMUNICATION

AGENDA HEADING:

Discussion of Ordinance No. 524 to Increase Sanitary Sewer Rates

SUBMITTED BY: Rita Conner, City Administrator

SYNOPSIS:

Sanitary sewer service fees provide for the operation and maintenance of the City's wastewater utility. This includes wastewater plant operations, sanitary sewer infrastructure maintenance, operational personnel, capital projects and debt service on past capital investments. Debt undertaken by the wastewater enterprise in the last 20 years includes work to construct the current wastewater treatment plant, provide utilities in the SE Annexation Area, and extension of sanitary sewer to Kum & Go.

Sanitary sewer services fees also provide for the city's future wastewater needs. Huxley's rate of growth over the last 20 years is projected to continue going forward, with an estimated 1,000 housing units to be needed by 2040. Over 500 residential lots are either under construction, platted or under preliminary planning with developer ownership. Commercial and industrial development is increasing and each use must be evaluated for its potential impact on our wastewater treatment system.

The last ordinance amendment for sanitary sewer rates was adopted in 2019, and included a 3% annual increase for three years. This increase was based on the operational needs of the system and debt service, as well as planning for the future. Review of the revenues, expenditures, capital improvement plan, staffing and operational needs for the wastewater system over the last five years and projecting forward, shows how the utility has operated and what the 3% increase in rates has provided for, and will provide for.

Accompanying materials with this Council Communication include:

- Wastewater Enterprise Fund Revenues and Expenditures
- Wastewater Capital Improvement Plan
- Maps from Sanitary Sewer Study by V & K on future growth

ALTERNATIVES

- Approve the 3% annual increase in sanitary sewer rates for 2022, 2023 and 2024. Continue to evaluate annually and update population and growth projections.
- Not approve the ordinance to increase sanitary sewer rates.

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 adding the underlined 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: \$25 per month
2. Usage rate is \$4.86 per 1,000 gallons of water used per month and 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.

First Reading June 14, 2022

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

Second Reading June 28, 2022

Roll Call	Aye	Nay	Absent
Tracey Roberts	___	___	___
Dave Kuhn	___	___	___
Rory Echer	___	___	___

Niko Pilcher	___	___	___
Kevin Thompson	___	___	___

Third Reading June 28, 2022

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

Passed and approved by the Council of the City of Huxley, Iowa, on June 28, 2022.

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk

		FY19 BUDGET	FY19 ACTUAL	FY20 BUDGET	FY20 ACTUAL	FY21 BUDGET	FY21 ACTUAL	FY22 BUDGET	FY23 BUDGET
Wastewater Treatment and Distribution - 815									
Personnel Expenses									4%
610.5.815.1.6010	FULL-TIME SALARIES	175,000	143,915	199,480	202,750	203,419	207,854	235,462	244,880
610.5.815.1.6020	PART-TIME SALARIES	6,000	3,785	6,000	4,400	6,000	9,266	6,000	6,000
610.5.815.1.6110	FICA - CITY'S SHARE	11,222	8,533	12,740	12,423	12,984	12,902	14,971	15,555
610.5.815.1.6120	MEDICARE - CITY'S SHARE	2,625	1,995	2,979	2,905	3,037	3,017	3,501	3,638
610.5.815.1.6130	IPERS - CITY'S SHARE	16,520	13,424	18,831	19,012	19,203	19,730	22,228	23,117
610.5.815.1.6150	HEALTH INSURANCE	40,000	31,197	42,400	42,344	44,944	44,914	46,742	46,742
610.5.815.1.6160	WORKERS COMP	5,150	1,303	5,305	2,227	5,464	1,545	5,970	5,682
610.5.815.1.6181	CLOTHING ALLOWANCE	1,200	824	1,500	670	1,500	796	1,500	1,500
Subtotal		257,717	57,276	289,235	79,581	296,550	300,024	336,374	347,113
Services & Commodities									
610.5.815.2.6205	EMPLOYMENT PHYSICAL	-	198	250	55	250	-	250	250
610.5.815.2.6210	MEMBERSHIPS & SUBSCRIPTIONS	500	416	500	649	500	372	650	1,000
610.5.815.2.6230	TRAINING/CONF/TRAVEL	2,000	2,299	3,000	390	3,000	466	3,000	5,000
610.5.815.2.6298	CERTIFICATE RENEWAL	650	525	800	370	800	430	-	750
610.5.815.2.6310	BUILDING MAINTENANCE	14,000	96,927	17,000	36,631	17,000	5,109	17,000	17,000
610.5.815.2.6320	GROUNDS MAINT EXPENSE	800	-	8,000	2,000	8,000	2,038	8,000	8,000
610.5.815.2.6331	VEHICLE OPERATIONAL EXPENSE	5,500	3,778	13,500	48,579	8,000	6,319	8,000	8,000
610.5.815.2.6336	DISTRIBUTION SYSTEM/MAINT	-	-	65,000	47,334	65,000	80,971	65,000	65,000
610.5.815.2.6338	PLANT OPERATION	20,000	25,813	20,000	20,355	20,000	24,877	20,000	30,000
610.5.815.2.6350	EQUIP MAINT/REPAIR	3,000	705	3,000	4,021	3,000	2,343	3,000	3,000
610.5.815.2.6371	UTILITIES	82,250	79,538	82,250	77,133	82,500	91,263	83,500	100,000
610.5.815.2.6373	CELL PHONES	2,000	1,207	2,000	1,217	2,000	1,548	2,000	2,000
610.5.815.2.6374	INFRASTRUCTURE/LAND MAP	-	-	-	-	-	-	-	1,000
610.5.815.2.6375	TELEPHONE	3,500	6,304	3,500	3,916	3,500	3,732	3,500	3,500
610.5.81.2.6401	ANNUAL AUDIT EXPENSE	3,500	2,988	4,000	3,188	4,500	2,635	4,000	4,000
610.5.815.2.6402	PUBLICATIONS	250	-	250	-	250	-	500	500
610.5.815.2.6408	PROPERTY INSURANCE	9,900	11,769	10,200	12,418	10,200	16,641	13,411	16,891
610.5.815.2.6410	JANITORIAL SUPPLIES	600	448	700	1,034	700	812	700	700
610.5.815.2.6419	COMPUTER EXPENSES	7,000	10,841	7,000	7,831	8,000	11,784	8,000	10,500
610.5.815.2.6434	PROFESSIONAL SERVICES	500	1,407	2,000	44	-	-	-	

		FY19 BUDGET	FY19 ACTUAL	FY20 BUDGET	FY20 ACTUAL	FY21 BUDGET	FY21 ACTUAL	FY22 BUDGET	FY23 BUDGET
610.5.815.2.6443	REQUIRED TESTING	2,000	2,450	2,500	1,907	2,500	2,485	2,500	4,500
610.5.815.2.6450	CDL TESTING	-	60	100	42	100	191	100	100
610.5.815.2.6455	PRE-TESTING TREATMENT	-	-	9,100	5,441	3,000	-	1,000	1,000
610.5.815.2.6501	TREATMENT CHEMICALS	4,500	2,982	4,500	5,372	4,500	2,037	4,500	5,500
610.5.815.2.6504	SMALL EQUIPMENT	6,800	6,679	6,800	4,175	5,000	2,813	5,000	5,000
610.5.815.2.6506	OFFICE SUPPLIES	1,800	354	1,800	2,707	2,500	3,312	2,500	2,500
610.5.815.2.6508	POSTAGE	2,500	2,265	2,500	2,522	2,500	2,908	2,500	2,500
610.5.815.2.6599	MISC.	500	1,711	1,000	387	1,000	1,061	1,500	1,500
Subtotal		174,050	261,664	271,250	289,718	258,300	266,147	260,111	299,691
WASTEWATER SINKING FUND - 816									
	SRF 6,330,000 BOND PRINCIPAL	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
	SRF BOND INTEREST	42,060	42,060	41,760	41,760	41,460	41,460	41,160	40,860
611.5.816.4.6899	LOAN FEES	3,505	3,505	3,480	3,480	3,455	3,455	3,430	3,405
Subtotal		55,565	55,565	55,240	55,240	54,915	54,915	54,590	54,265
GRAND TOTAL		487,332	374,505	615,725	424,539	609,765	621,086	651,075	701,069

Department	FY 23 '22 - '23	FY 24 '23 - '24	FY 25 '24 - '25	FY 26 '25 - '26	FY 27 '26 - '27	FY 28 '27 - '28	FY 29 '28 - '29	FY 30 '29 - '30	FY 31 '30 - '31	FY 32 '31 - '32	FY 33 '32 - '33	Total
<u>Public Works- Waste Water</u>												
PW Facility Design	25,000											25,000
Concrete driveway between buildings		50,000										50,000
Concrete driveway		125,000										125,000
Painting of clarifier rotating assemblies		75,000										75,000
Utility access hole surface reconstruction on 560th		20,000										20,000
Labconco washing machine		15,000										15,000
New seals and bearings on clarifiers			90,000									90,000
Portable generator hook-ups at lift stations			25,000									25,000
New hydro rangers and sonar heads			60,000									60,000
Upgrade generator at Sand Cherry lift station				75,000								75,000
Upgrade North lift station controls and pumps				100,000								100,000
Concrete around wastewater plant				150,000								150,000
Upgrade Oak lift station controls and pumps					100,000							100,000
Sanitary sewer along E. 1st					100,000							100,000
Lateral launcher for IBAK camera system					100,000							100,000
4" Thompson pump						30,000						30,000
Sludge drying beds/Sludge dewatering equipment								250,000				250,000
Replace WW UV system									200,000			200,000
Building over UV channel											100,000	100,000
I & I testing, smoke testing, lateral launching (ops)		15,000	15,000	15,000	20,000							65,000
Manhole lining / Surafce restoration (ops)		20,000		20,000		20,000		20,000		20,000		100,000
Lateral lining / replacement project (ops)		30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	300,000
WW plant chloride removal campaign		10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	100,000
Additional mainline CIPP				20,000			20,000			20,000		60,000
Replace drive units and gearboxes for oxidization ditches						150,000	150,000					300,000
Replace Aerzen blowers									100,000	100,000	100,000	300,000
Public Works- Water Totals	25,000	360,000	230,000	420,000	360,000	240,000	210,000	310,000	340,000	180,000	240,000	2,915,000

* (ops) abbreviation means operational

WATER FUND REVENUE								
		FY19 BUDGET	<i>FY19 ACTUAL</i>	FY20 BUDGET	<i>FY20 ACTUAL</i>	FY21 BUDGET	FY21 ACTUAL	FY22 BUDGET
600.4.810.1.4122	PERMIT FEES	25,000	82,817	30,000	29,500	35,000	35,700	35,000
600.4.810.1.4500	WATER SALES	675,000	700,703	700,000	801,091	927,000	882,349	993,000
600.4.810.4.4799	MISC REVENUE	20,000	42,559	20,000	34,370	25,000	27,248	25,000
TOTAL WATER REVENUES		720,000	826,079	750,000	864,961	987,000	945,297	1,053,000
WASTEWATER FUND REVENUE								
		FY19 BUDGET	<i>FY19 ACTUAL</i>	FY20 BUDGET	<i>FY20 ACTUAL</i>	FY21 BUDGET	FY21 ACTUAL	FY22 BUDGET
610.4.815.1.4122	PERMIT FEES	20,000	50,380	20,000	15,370	20,000	21,930	20,000
610.4.815.1.4510	SEWER SALES	700,000	780,624	750,000	841,636	900,000	908,911	927,000
610.4.815.4.4799	MISC REVENUE	15,000	36,935	15,000	26,084	15,000	19,607	15,000
TOTAL WASTEWATER REVENUES		735,000	867,939	785,000	883,090	935,000	950,448	962,000

ORDINANCE NO. 526

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES
OF THE CITY OF HUXLEY, IOWA,
BY AMENDING PROVISIONS OF THE ORDINANCE
REGARDING CHAPTER 63, SPEED REGULATIONS**

Be It Enacted by the City Council of the City of Huxley, Iowa:

SECTION 1. Section 63.04, is hereby amended by adding language as follows:

63.04 SPECIAL SPEED ZONES.

8. Special Speed Zone of 45 MPH on Highway 69 for northbound and southbound traffic from 260' north of Oak Blvd to 200' north of 306th Lane.

This ordinance shall be effective upon its passage, approval and publication as provided by law.

PASSED and approved this 28th day of June 2022.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

First Reading:

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

Second Reading/Third Readings:

Roll Call	Aye	Nay	Absent
-----------	-----	-----	--------

Tracey Roberts	_____	_____	_____
Dave Kuhn	_____	_____	_____
Niko Pilcher	_____	_____	_____
Kevin Thompson	_____	_____	_____
Rory Echer	_____	_____	_____



STAFF ACTION

Number	22-0466	Date	5/16/22
Contact	Chris Poole		
Created By	537000 - Office Of Traffic & Safety		
Created For	537000 - Office Of Traffic & Safety		
Title	Speed Zone on U.S. 69 in/near Huxley, IA (Story County)		

Discussion/Background:

The State Traffic Engineer recommends a northward extension for the 45 mph speed zone (as displayed on the attached map) due to residential growth in the area and the somewhat hidden nature of 306th Lane, which has a potential for rear-end crashes.

The existing speed zones for this area were established by Staff Action 08-0422(dated December 11, 2007).


All parties involved concur with the new speed zones.

Proposal/Action Recommendation:

It is recommended that this Staff Action be approved and the aforementioned Staff Action be rescinded.

Activity Log:

Initiated by RMCDANI on 05/16/22 AT 2:05 PM
NTRY Approval applied by CPOOLE on 05/20/22 AT 3:04 PM
OFFC approval now pending
NOTE SENT TO SGENT
NOTE SENT TO TBAILIF
NOTE SENT TO DLORENZ
NOTE SENT TO DLORENZ
OFFC Approval applied by SGENT on 05/23/22 AT 11:24 AM
DHWY approval now pending
NOTE SENT TO SHUSTON
NOTE SENT TO DLORENZ
NOTE SENT TO KGREENF
DHWY Approval applied by DLORENZ on 05/23/22 AT 11:37 AM
NOTE SENT TO RMCDANI

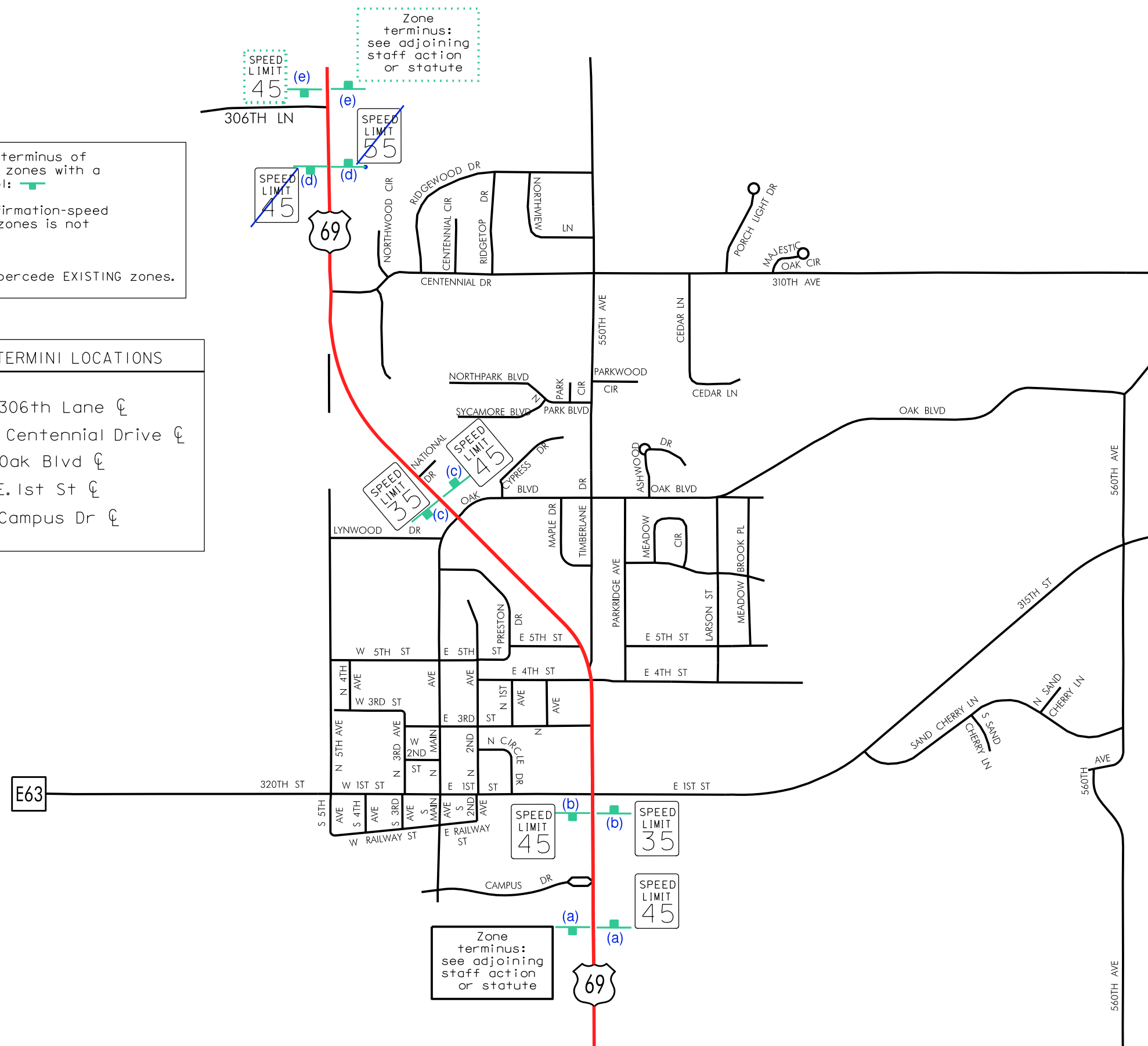
This map displays the terminus of existing and proposed zones with a single-post sign symbol: 

The placement of confirmation-speed limit signs within the zones is not displayed.

PROPOSED zones will supercede EXISTING zones.

SPEED ZONE TERMINI LOCATIONS

(e) = 200'± n. of 306th Lane ☐
 (d) = 1100'± n. of Centennial Drive ☐
 (c) = 260'± n. of Oak Blvd ☐
 (b) = 210'± s. of E. 1st St ☐
 (a) = 430'± s. of Campus Dr ☐



US 69

HUXLEY

Story County
NOT TO SCALE

Proposed

Remove

Existing

SPEED
LIMIT



CITY COUNCIL COMMUNICATION

AGENDA HEADING:

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

SUBMITTED BY: Amy S. Beattie, City Attorney

SYNOPSIS:

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

ADDITIONAL INFORMATION:

- Please see attached letter from Brian D. Torresi as attorney for GNV, LLC (Jaime Nobiling) dated June 13, 2022.

RECOMMENDED ACTION:

Since receipt of the above-referenced letter, I talked with both the Property Owner's attorney and the Story County Attorney. The current property owner is a limited liability company that is owned by Jaime Nobiling and one other. The property needs to be split so that the lot of 7.86 acres containing the buildings can be transferred to one of the owners and permanent financing can be obtained on it. The remaining lot has been designated as an outlot, so it is clear that it cannot be subdivided without going through a subdivision plat process, at which time you will have the right to approve or disapprove that plat.

My advice is to approve this current plat. If you disapprove, you must list reasons in the Resolution specifying why you are disapproving the plat. Please note that stating the Property Owner is not agreeing to annexation at this time is not a valid reason for disapproval of a plat.

RESOLUTION NO. 22-063

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

WHEREAS, GNV 1, LLC has submitted preliminary and final plat materials for City of Huxley review for the Wood Creek Subdivision in unincorporated Story County, within two (2) miles of Huxley corporate boundary; and,

WHEREAS, the Planning & Zoning Commission reviewed and recommended Council approval of the Plat at their May 16, 2022 meeting; and

WHEREAS, the Plat is being submitted for the purpose of splitting off a lot containing a residence and accessory buildings, in order to obtain permanent financing on that lot, with the understanding that the outlot containing the remaining property will have to go through a preliminary and final plat process, with City of Huxley review and approval, before any further lots are subdivided.

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

Approval of the Wood Creek Subdivision Preliminary and Final Plat as presented.

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

PASSED AND APPROVED this ____ day of _____ 2022.

APPROVAL BY MAYOR

I hereby execute the foregoing **Resolution No. 22-0**____ 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

June 13, 2022

**VIA E-MAIL TO JLETTOW@HUXLEYIOWA.ORG, RCONNER@HUXLEYIOWA.ORG, AND
AMY.BEATTIE@BRICKGENTRYLAW.COM**

City of Huxley, Iowa
Attn: Jolene Lettow, City Clerk
515 N. Main Ave.
Huxley, IA 50124

City of Huxley, Iowa
Attn: Rita Conner, City Administrator
15720 Brixham Hill Ave., Ste. 300
Charlotte, NC 28277

City of Huxley, Iowa
Attn: City Attorney
c/o: Brick Gentry, P.C.
Attn: Amy S. Beattie
6701 Westown Pkwy., Ste. 100
West Des Moines, IA 50266

Re: GNV 1, LLC and/or Jamie J. Nobiling (collectively, the “Applicant”)

NOTICE OF APPEAL

City Clerk, City Administrator, and City Attorney:

We represent the Applicant with respect to the proposed subdivision platting of certain real property locally known as 30450 550th Street in Huxley, Story County, Iowa into Wood Creek Subdivision, Story County, Iowa (the “Subdivision”). The governing body with respect to the review of the preliminary plat, final plat, and related platting documents for the Subdivision (collectively, the “Platting Documents”) is Story County, Iowa; however, the City Council of the City of Huxley, Iowa (the “Council”) reviewed the Platting Documents at its regularly scheduled meeting on May 24, 2022 pursuant to an existing agreement with Story County, Iowa under Chapter 28E of the Iowa Code, Iowa Code §§ 28E.1, *et seq.*, and in accordance with Iowa Code § 354.9. It is our understanding that the Council denied the application with respect to the Subdivision at said May 24, 2022 meeting, but has failed to provide the Applicant with any reason as to why the Council determined that the Subdivision and/or the Platting Documents were objectionable.

This Notice of Appeal is being delivered in accordance with Iowa Code § 354.10(2) and is being provided within twenty (20) days after the denial of the application with respect to the Subdivision by the Council on May 24, 2022. Notwithstanding, this Notice of Appeal is being delivered merely to preserve any and all rights of the Applicant with respect to the appeal of said denial, and it is our opinion that said twenty (20) day period for appeal under Iowa Code § 354.10(2) has not started to run because of the failure to provide the Applicant with any information related to how the Subdivision and/or the Platting Documents were objectionable.

Please note that it is our current and future intent to appeal the aforementioned denial of the Subdivision and/or the Platting Documents, either directly to the Council pursuant to Iowa Code § 354.9 in accordance with this Notice of Appeal, and/or to the District Court in and for Story County, Iowa pursuant to Iowa Code § 354.10(3). We hereby demand: (i) a formal notice with respect to the reason why the Council determined that the Subdivision and/or the Platting Documents were objectionable, and (ii) a formal notice with respect to the requirements for approval of the Subdivision and/or the Platting Documents.

We look forward to an expeditious resolution of this matter.

Very truly yours,

DENTONS DAVIS BROWN



Brian D. Torresi

Cc: Jamie J. Nobiling

PRELIMINARY PLAT WOOD CREEK SUBDIVISION

ZONE INFORMATION:

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

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

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

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

LOT AREA: 10 ACRE MINIMUM

ADDRESS

30450 550TH AVENUE
HUXLEY, IOWA

OWNER OF RECORD

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

SURVEY REQUESTED BY:

JAMIE NOBILING

FIELD WORK COMPLETED:

MARCH 2,2022

FLOOD ZONE:

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

JURISDICTION:

CITY OF HUXLEY
STORY COUNTY

DESCRIPTION

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

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

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



VICINITY MAP

NOT TO SCALE

LEGEND:

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

UTILITY COMPANIES

THE FOLLOWING UTILITIES ARE
PRESENT ON THIS PROJECT

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



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

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

PRELIMINARY PLAT
WOOD CREEK SUBDIVISION

LINE DATA		
LINE NUMBER	BEARING	DISTANCE
L1	N89°23'50"W	59.99'
L2	N46°45'01"W	32.74'
L3	N54°43'22"E	25.04'
L4	N1°25'37"E	20.88'
L5	N0°26'15"E	91.46'
L6	N86°20'17"E	45.49'
L7	N86°24'41"E	90.52'
L8	N74°14'40"E	77.92'
L9	N60°38'01"E	90.05'
L10	N64°28'52"E	89.99'
L11	N72°56'15"E	55.00'
L12	N78°14'11"E	40.02'
L13	S87°5'13"E	37.02'
L14	S35°30'09"E	33.96'
L15	N87°46'38"E	5.00'
L16	S2°10'11"W	4.62'

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

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

CHARLES B. LEE

NE CORNER
NW 1/4 NW 1/4
SECTION 13-82-24
SANDSTONE
w/ CUT "X"

S0°29'20"W
1925.89'

550TH AVENUE

SEE DETAIL A-A BELOW

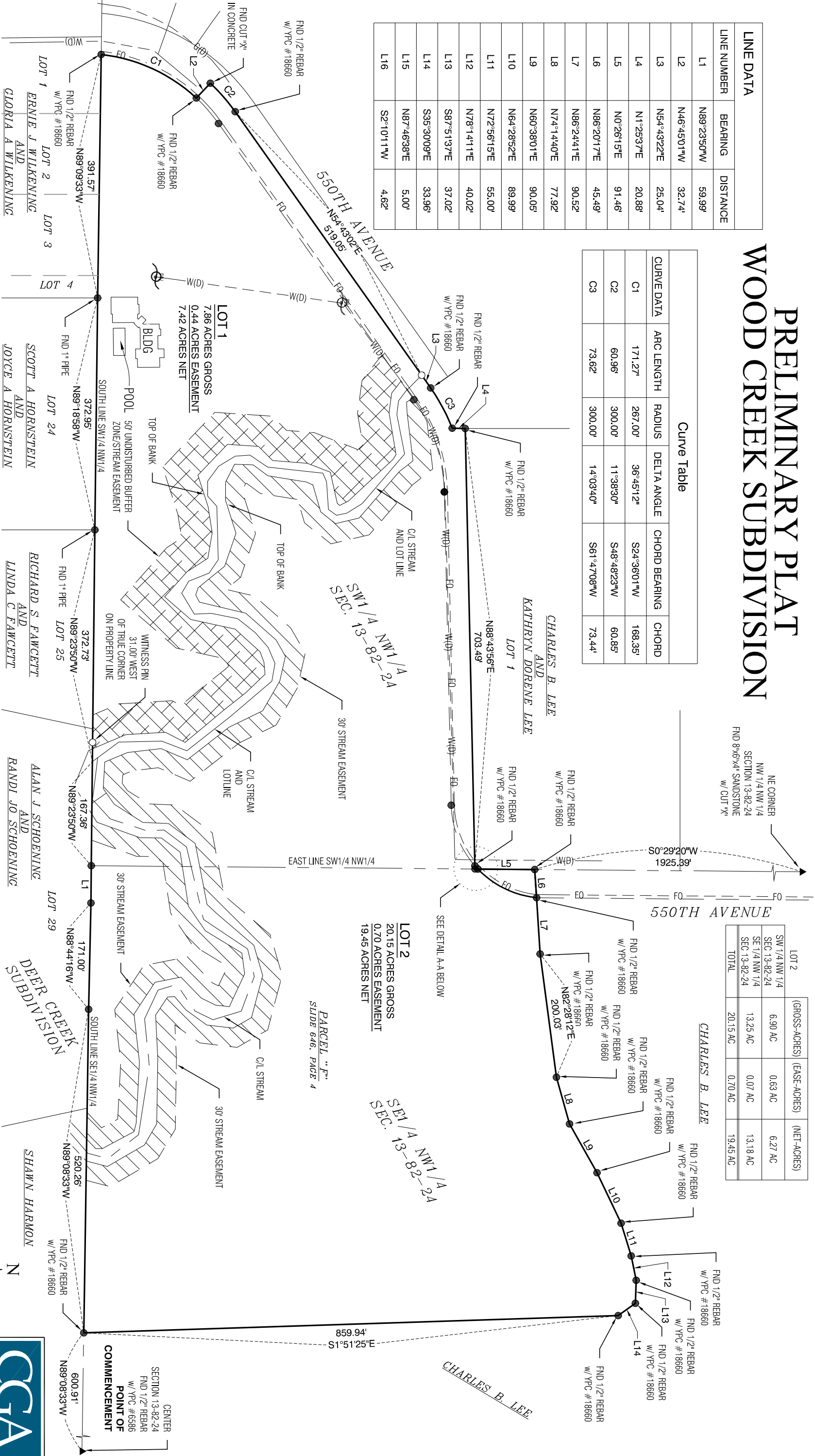
CHARLES B. LEE

SW 1/4 NW 1/4
SEC. 13-82-24

SE 1/4 NW 1/4
SEC. 13-82-24

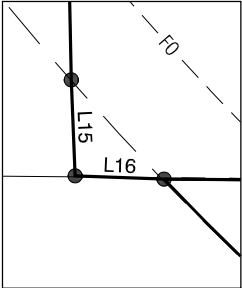
PARCEL "F"
SLIDE 646, PAGE 4

LOT 2
20.15 ACRES GROSS
0.70 ACRES EASEMENT
19.45 ACRES NET



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

DETAIL A-A



- LEGEND:
- 30' STREAM EASEMENT
 - 50' UNDISTURBED BUFFER ZONE / STREAM EASEMENT

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

DRAWN
CAQ

SHEET NO.
2 OF 2

DATE
2-19-2022

PROJECT NO.
79452.05

COUNCIL COMMUNICATION

AGENDA HEADING:

Approve Resolution for Fjord Plaza Plat 1 Preliminary and Final Plat

SUBMITTED BY: Rita Conner, City Administrator/Zoning Administrator

SYNOPSIS:

Mr. Storage LC (Chris Gardner 506 East 1st Street Huxley, Iowa 50124) has submitted materials for review of a preliminary plat and final plat for an estimated 3.17 acre subdivision. The property is currently divided into 2 lots.

<https://beacon.schneidercorp.com/Application.aspx?AppID=165&LayerID=2145&PageTypeID=4&PageID=1108&KeyValue=1325101133>

<https://beacon.schneidercorp.com/Application.aspx?AppID=165&LayerID=2145&PageTypeID=4&PageID=1108&KeyValue=1325101140>

The subdivision will create 5 lots of record.

Additional information is below and in the attachments.

ADDITIONAL INFORMATION:

- The property is proposed for subdivision to create lots that may be sold to other ownership entities. New development will require future subdivision preliminary and final plat review by the City of Huxley.
- There are existing buildings located on the property including Mr. Storage and Bella Homes, storage units and a building that was initially constructed for storage that will now be partially re-used for an athletic training center. This will be undertaken through a change of use permit process administratively, and may include site plan amendment under the Code of Ordinances.

RECOMMENDATION: Approval recommended by Planning and Zoning Commission on June 20, 2022.

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- Recording of the Final Plat with Story County

RESOLUTION NO. 22-064

RESOLUTION APPROVING FJORD PLAZA SUBDIVISION (506 AND 508 EAST 1ST STREET) PRELIMINARY AND FINAL PLAT

WHEREAS, Mr. Storage, LC has submitted preliminary and final plat materials for City of Huxley review for the Fjord Plaza Subdivision at 506 and 508 East 1st street; and,

WHEREAS, the Planning & Zoning Commission reviewed and recommended Council approval of the Plat at their June 20, 2022 meeting; and

WHEREAS, the Plat is being submitted for the purpose of dividing ownership among ownership entities, where the subdivider will have to go through a preliminary and final plat process, with City of Huxley review and approval, before any further lots are subdivided, and a site plan amendment process for modifications to existing properties, if warranted under the City of Huxley Code of Ordinances.

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

Approval of the Fjord Plaza Subdivision Preliminary and Final Plat as presented.

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

PASSED AND APPROVED this ____ day of _____ 2022.

APPROVAL BY MAYOR

I hereby execute the foregoing **Resolution No. 22-064** 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

INDEX LEGEND
COUNTY: STORY COUNTY, IOWA CITY: HUXLEY
LOCATION: AUDITOR'S PLAT OF FJORD SUBDIVISION TO THE TOWN OF HUXLEY: LOTS 1 AND 2 RAILROAD SUBDIVISION NO. 1: LOTS 2 AND 3 SECTION 25 - TWP 82 NORTH - RGE 25 WEST: PARCEL "G" OF NW 1/4 OF NW 1/4
PROPRIETOR: MR STORAGE LC c/o CHRIS GARDNER 506 E 1ST STREET HUXLEY, IOWA 50124 PHONE: (515) 401-8615
DEVELOPER & REQUESTED BY: BELLA HOMES, LLC 506 E 1ST STREET HUXLEY, IOWA 50124
SURVEYOR: ADAM D. SCHOEPPNER, PLS #26306
SURVEY COMPANY: NILLES ASSOCIATES, INC.
RETURN TO: ADAM D. SCHOEPPNER NILLES ASSOCIATES, INC. 1250 SW STATE STREET, SUITE A ANKENY, IOWA 50023 PHONE: (515) 965-0123

GENERAL NOTES

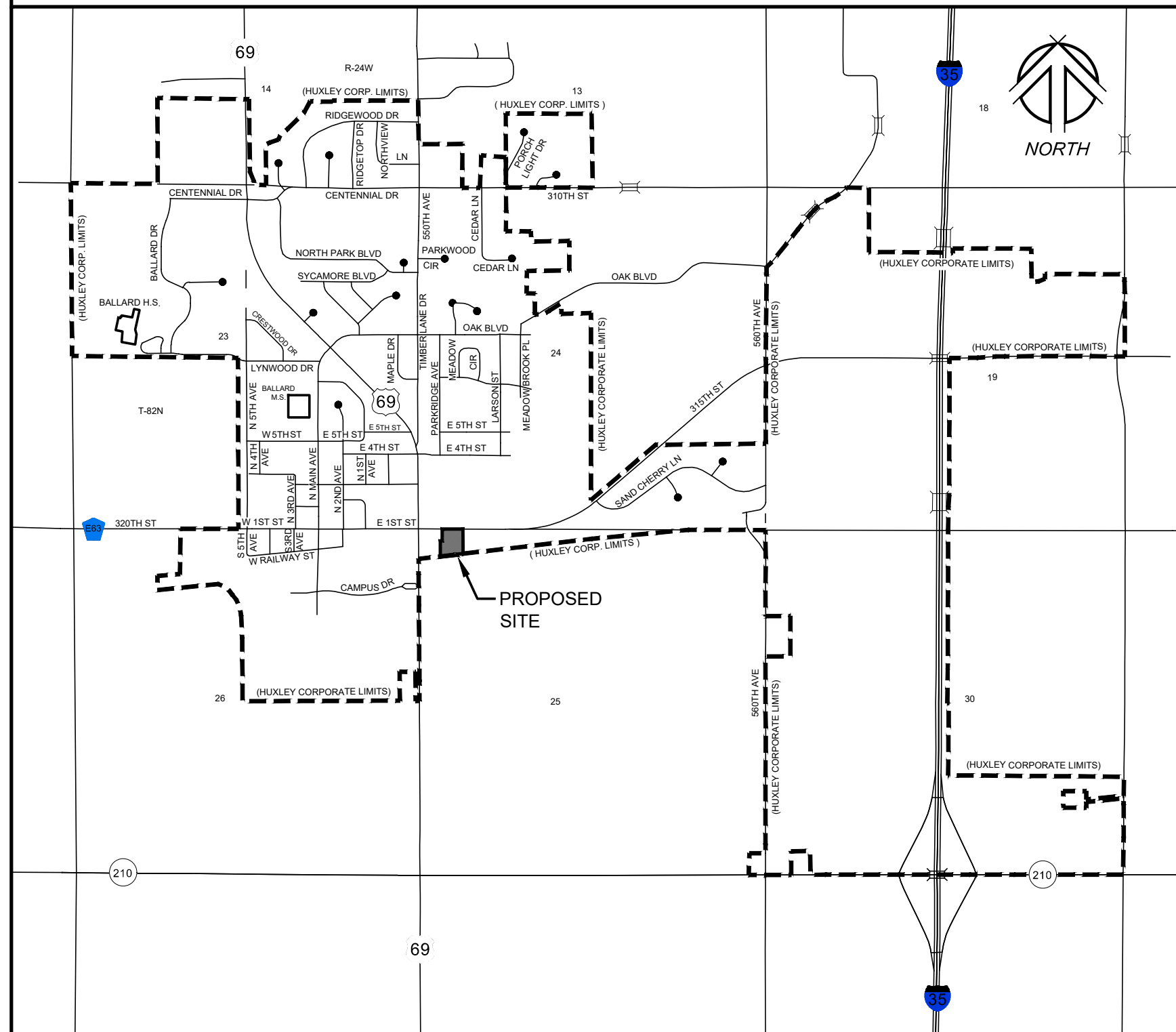
- The north line of AUDITOR'S PLAT OF FJORD SUBDIVISION TO THE TOWN OF HUXLEY, is assumed to bear South 89 degrees 45 minutes 21 seconds East.
- The site lies within Zone X with areas of minimal flood hazard, as shown on the Flood Insurance Rate Map Community Panel Number 19169 C0290 F, with an effective date of January 15, 2021.

LEGEND

▲	Found section corner monument unless otherwise noted	Sanitary sewer manhole
●	Found monument 1/2" IR unless otherwise noted	Cleanout
○	Set monument 5/8" IR with blue cap #26306 unless otherwise noted	Storm sewer manhole
⊙	Set mag nail in pavement	Storm sewer intake
⊙	Round iron rebar (outside diameter)	Storm sewer beehive
⊙	Round iron pipe (outside diameter)	Flared end section
1234	Address	Water hydrant
PCC	Portland cement concrete	Water valve
ACC	Asphaltic cement concrete	Water service shut-off
FL	Pipe flowline elevation	Water main manhole
x 900.0'	Sight elevation	Monitoring well
RCP	Reinforced concrete pipe	Yard hydrant
CMP	Corrugated metal pipe	Well
PCP	Corrugated plastic pipe	Gas meter
PVC	Polyvinyl chloride pipe	Gas valve
CIP	Cast iron pipe	Air conditioning unit
TRAN	Electric transformer on pole	Electric manhole
DROP	Electric drop on pole	Electric meter
P.U.E.	Public Utility Easement	Electric pedestal
---	Subject boundary line	Electric transformer
---	Proposed boundary line	Utility hand hole
---	Existing property line	Utility pole
---	Proposed easement line	Light pole
---	Existing easement line	Utility pole with light
X	Barbed wire fence line	Light pole with double arm
o	Chain-link fence line	Light pole with single arm
o	Wood fence line	Ground light
SS	Retaining wall	Traffic signal
ST	Storm sewer and size	Traffic signal with light
W	Water main and size	Traffic manhole
G	Gas main and size	Communication pedestal
OHE	Overhead electric & wires	Telephone booth
OHC	Overhead communication	TV pedestal
UGE	Underground electric	Billboard sign
UTV	Underground television	Street sign
900'	Contour elevation	Basketball hoop
---	Swale flowline	Bollard (typical)
---	Edge of water	Down spout
---	Edge of tree dripline	Handicap parking stall
---		Tree shrub
---		Deciduous tree
---		Coniferous tree
---		Coniferous tree and trunk diameter

VICINITY MAP

SCALE: 1" = 2000'



LEGAL DESCRIPTION

Those parts of Lots 1 and 2, AUDITOR'S PLAT OF FJORD SUBDIVISION TO THE TOWN OF HUXLEY, an official plat; AND Lots 2 and 3, RAILROAD SUBDIVISION NO. 1, an official plat; AND PARCEL "G" of the Northwest Quarter of the Northwest Quarter of Section 25, Township 82 North, Range 25 West of the 5th P.M., as shown on the plat of survey recorded in Slide 469, Page 5; all of which is located in the City of Huxley, Story County, Iowa, and being more particularly described as follows:

Beginning at the northeast corner of said Lot 2, AUDITOR'S PLAT OF FJORD SUBDIVISION TO THE TOWN OF HUXLEY; thence South 00 degrees 32 minutes 33 seconds East, along the west line of PARCEL 'A' of Lot 3, said AUDITOR'S PLAT OF FJORD SUBDIVISION TO THE TOWN OF HUXLEY and Lot 4, said RAILROAD SUBDIVISION NO. 1, as shown on the plat of survey recorded in Book 14, Page 151, a distance of 375.50 feet, to the south line of said RAILROAD SUBDIVISION NO. 1; thence South 84 degrees 00 minutes 42 seconds West, along said south line of RAILROAD SUBDIVISION NO. 1, a distance of 90.03 feet; thence South 05 degrees 59 minutes 18 seconds East, continuing along said south line of RAILROAD SUBDIVISION NO. 1, a distance of 20.00 feet; thence South 83 degrees 59 minutes 08 seconds West, continuing along said south line of RAILROAD SUBDIVISION NO. 1, a distance of 264.22 feet, to the west line of said Lot 2, RAILROAD SUBDIVISION NO. 1; thence North 00 degrees 25 minutes 54 seconds West, along said west line of Lot 2, RAILROAD SUBDIVISION NO. 1 and its northerly extension, a distance of 250.86 feet, to the south line of PARCEL 'C' of part of said Lot 1, AUDITOR'S PLAT OF FJORD SUBDIVISION TO THE TOWN OF HUXLEY and part of said Northwest Quarter of Section 25, as shown on the plat of survey recorded in Slide 96, Page 3; thence South 89 degrees 55 minutes 08 seconds East, along said south line of PARCEL 'C', a distance of 29.65 feet, to the east line of said PARCEL 'C'; thence North 00 degrees 04 minutes 52 seconds East, along said east line of PARCEL 'C', a distance of 183.00 feet, to the north line of said AUDITOR'S PLAT OF FJORD SUBDIVISION TO THE TOWN OF HUXLEY; thence South 89 degrees 45 minutes 21 seconds East, along said north line of AUDITOR'S PLAT OF FJORD SUBDIVISION TO THE TOWN OF HUXLEY, a distance of 318.65 feet, to said west line of Parcel 'A' and the Point of Beginning.

Containing 3.17 acres more or less.

Said parcel is subject to all easements and restrictions.

ZONING

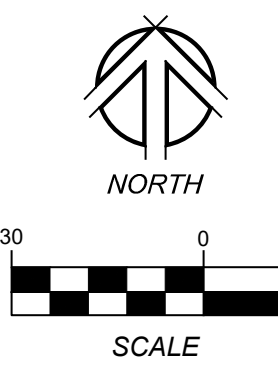
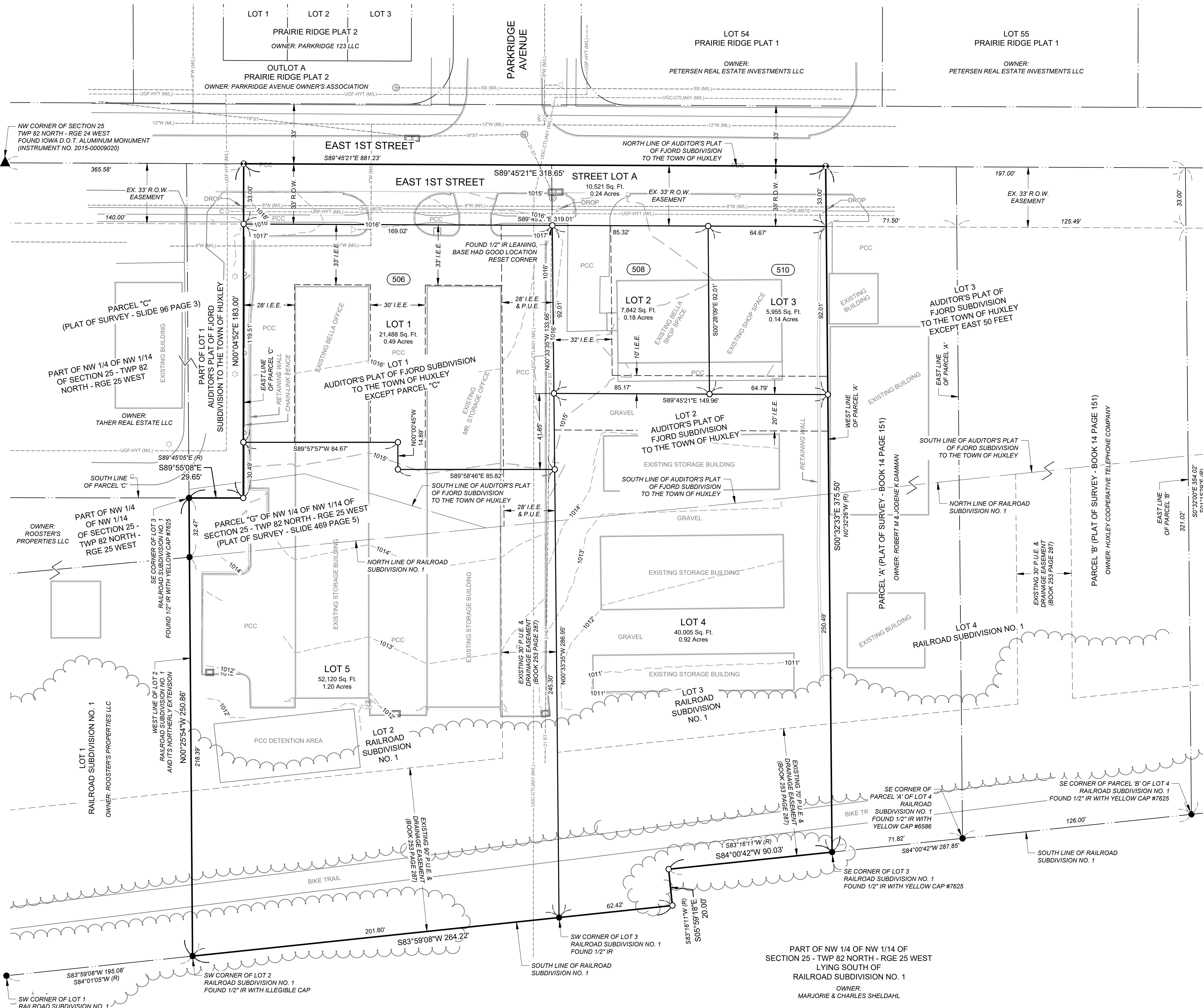
Zoning: M-1 District - Industrial District

Bulk Regulations:

- Front Yard Setback - 25 feet
- Rear Yard Setback - 25 feet
- Side Yard Setback - 10 feet
- Minimum Lot Area - 6,000 square feet

BENCHMARKS

- Top of rim of existing storm sewer manhole, located on the north side of East 1st Street at the intersection with Parkridge Avenue. Elevation = 1014.85' (NAVD88)
- Top of rim of existing storm sewer manhole, located south of the south curb line of East 1st Street, lying 15 feet north of the northeast corner of Lot 1. Elevation = 1015.34' (NAVD88)



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

NILLES ASSOCIATES

REVISIONS:
1) []
2) []
3) []
4) []
5) []
6) []
7) []

FJORD PLAZA PLAT 1
EAST 1ST STREET HUXLEY, STORY COUNTY, IOWA

PRELIMINARY PLAT

PROJECT NAME:	
DATE:	05/11/22
DRAWN BY:	TJH
CHECKED BY:	ADS
SHEET SIZE:	24" X 36"
SHEET TITLE:	PP-1
SHEET NO.:	1/1

CITY COUNCIL COMMUNICATION

AGENDA HEADING:

Motion to Approve Purchase of Body Cameras for the Huxley Police Department (FY 23 Operating Budget) and Possible Purchase of Five (5) Year Data Contract Plan

SUBMITTED BY:

Gerry Stoll, Police Chief

SYNOPSIS:

Recommend approving new body cam quote including 5-year data contract plan

FISCAL IMPACT: YES

Amount: Total amount \$8115 standalone body camera package, plus \$5302.92 per year on 5-year contract plan (5-year contract amount requires FY 23 budget amendment)

Funding Source: FY 23/24 Operating Budget

ADDITIONAL INFORMATION: YES

The council has preapproved a Digital Ally FirstVu standalone body camera for \$8115 and is it the FY-23 PD operational budget. I have a more cost effective solution come to light and I would like to propose it to you. Digital Ally has a better body camera, the FirstVu Pro, and it comes with a 5-year service plan. This camera system is their newest technology. The body camera system that I have a quote on is becoming obsolete and is on its way out.

Industry standards for the life of a body camera is approximately 2.5-years. And body camera battery life is about 1.5-years due to the operating environment of a police officer. The service plan automatically replaces the batteries at 18-monthes and body cameras are replaced at 30-months.

The service plan has a cloud based 90-day video retention plan with portal access to the police officers and county attorney's office. The body camera video automatically uploads when officers come to the station and officers can tag the videos on-scene while still recording. This will eliminate the need to purchase a new server to replace the current server at a price of \$5500. Estimated life of a server is 4-5 years.

With a standalone system I estimate we spend 10-hours a month uploading videos. These hours are spent organizing and labeling videos, sending videos to the county attorney's office via Sync.com service, burning DVDs for defense attorneys on DOT hearings, and deleting old files. This ends up being a \$3840+ labor cost per year when the police officer can be doing something more important. The Sync.com service is a basic plan that runs \$120 per year as well.

The estimated standalone cost over the same 5-year period as the service plan contract would be \$41530. This option does not include all the benefits as a service plan.

CITY COUNCIL COMMUNICATION

Digital Ally FirstVu Pro features:

- Livestreaming
- Full-color touch screen
- Front and rear facing cameras
- Advanced image sensor with IR LEDs
- 10+ hour battery life
- Full HD 1080P video resolution
- H.264/H.265 highly efficient video compression
- IP67 rating resist dust and wind
- Water submersible for 30 minutes in 3-foot of water
- Wide temperature range
- MIL spec for drops, shocks, and vibrations

Digital Ally, FirstVu Pro 5-year Plan highlights:

- 8-FirstVu Pro body cameras kits (dual port charging station with extra battery)
- Free battery replacement in 18-months
- Free camera refresh in 30-monthes (new camera)
- 5-year advanced exchange warranty on hardware
- Cloud licenses on a 90-day retention plan
- Event tagging, notations, playback review, and reporting
- Security groups and granular permission controls
- Full access to share portal
- Full access to prosecution portal
- Full access to redaction software
- Case management and GPS mapping
- Remote activation and remote diagnostics
- Unlimited body camera messaging alert notifications
- Product support for life of product
- Interconnects with patrol cameras
- Existing patrol cameras can be added to same cloud account
- Remote product setup and configuration
- One dedicated project manager
- System administrator and troubleshooting training for staff

ANTICIPATED ACTIONS AND ALTERNATIVES:

- Purchase of stand-alone body cam package purchase for \$8115 (FY 23/24 operating budget), continue with present server system for data storage
- Council to approve additional \$5302.92 per year for the next five (5) years under the contract (Potential identified funding source FY 23 PD Records Management)

FIRSTVU PRO



FULL-FEATURED BODY-WORN CAMERA

Digital Ally's professional, body-worn camera utilizes the most advanced evidence capturing technology. The light weight, one-piece unit captures full HD video and audio, while offering industry leading features like live streaming, a full-color touchscreen display, an advanced image sensor with IR LEDs, and proprietary image distortion reduction. The rugged design is capable of handling the harshest of environments. It boasts an IP67 rating resisting dust & wind and is water submersible for 30 minutes at a depth of 3 feet; is MIL-STD-810G compliant capable of handling drops, shock, and vibration; and will function flawlessly in a wide temperature range.



FIRSTVU PRO FEATURES:

- Livestreaming
- Full-color Touchscreen Display
- Front and Rear-facing Cameras
- Advanced Image Sensor with IR LEDs
- 10+ Hour Battery Life
- Full HD 1080P Video Resolution
- H.264/H.265 - Highly Efficient Video Compression

FEATURES & TECHNICAL DETAILS



Video

Resolution.....	1920 x 1080 HD
Field of View	110°
	w/ Distortion Correction
Pre/Post Event Recording.....	Configurable
Encoding	H.264 OR H.265
	with MPEG-4 Format
Image Sensor with IR LEDs....	Low Light Imaging

Design

Display	2.4" Touchscreen
Camera.....	Front and Rear
LED Indicator	Yes
USB	Type-C

Storage

Internal	128GB
----------------	-------

Battery

Battery Life	10+ hours
Recharge	3 hours
Replaceable.....	Li-Ion Battery
Battery Back-up.....	Hot Swappable

Durability

Drop Test	6 Feet
Vibration/Shock	MIL-STD-810G
Dust/Water Protection	IP67
	3 Feet for 30 min
Operating Temperature	-22°F to 131°F

Wireless

Technology	3G/4G Cellular
	GPS / WIFI
	Livestreaming

DOCKING STATIONS

QuickVu

The QuickVu docking stations provide a comprehensive and elegant solution for storing and charging body cameras while uploading video evidence to the cloud. QuickVu also allows for rapid reviewing of footage right from the interactive touchscreen display.

QuickVu 24

Download Speed (At Full Load)	8.7MB/s
Download Speed (Single Camera)	≥12MB/s
Integrated Capacitive Touchscreen.....	21.5"
Operating Noise	42dB
HDD (Video Storage)	4TB
	16TB RAID
	72TB RAID
RAID	Available



Each model features:

- Built-in interactive touchscreen display
- Cold rolled steel construction
- Whisper quiet operation
- Fast offload speeds
- Configurable storage options
- Firmware updates pushed through the dock

QuickVu 8

Download Speed (At Full Load)	>10MB/s
Download Speed (Single Camera)	≥12MB/s
Integrated Capacitive Touchscreen.....	8"
Operating Noise	35dB
HDD (Video Storage)	1TB
	16TB
RAID	None



VIDEO STORAGE

EVO WEB PORTAL

Complete Evidence Management: Evo Web Portal is powered by Amazon Web Services, making it the most secure cloud-based evidence management platform on the market. Law enforcement agencies can quickly and easily upload and manage video evidence with highly-secure chain of custody reports.





Quote	QUO-38192-S6C4F0
Date	6/22/2022
Page	1

14001 Marshall Dr.
Lenexa, KS 66215
1-800-440-4947 www.digitalallyinc.com

Customer:

Huxley Police Department Gerry Stoll 515 N Main Ave. Huxley, IA 50124
--

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
HUXIA0	DB3	FEDERAL EXPRESS	Subscription	Crystal Kaltenbach	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
8		5-Year Sub Plan w/ 90-Day Retention (Includes (6) FVPRO Kits, Unlimited Users, All Other Licenses)	\$588.00	\$23.52	\$188.16	\$4,515.84
3		Existing DVM-800 Cloud Device Licenses	\$216.00	\$8.64	\$25.92	\$622.08
3		Activation Fees	\$30.00	\$0.00		\$90.00

Notes:

Total Discount	\$214.08
Subtotal	\$5,227.92
Misc	
Tax	\$0.00
Freight	\$75.00
1 st Year Total	\$5,302.92

QUOTE NOTES ON PAGE #2



Quote	QUO-38192-S6C4F0
Date	6/22/2022
Page	2

*****4% Customer Loyalty Discount Applied*****

Deployment & Activation:

- Remote Product Setup & Configuration
- Dedicated Project Manager
- Best Practices & Implementation Planning Session
- Officer Training and Train the Trainer Session
- System Administrator & Troubleshooting Training Session

60-Month Subscription Plan Includes:

- (8) Complete FirstVu Pro Body Camera Kits
- Unlimited Users
- **(1) Free Battery Replacement @18/mos.**
- **(1) Free Body Camera Refresh @ 30/mos.**
- **5-Year Advanced Exchange Warranty on Hardware**
- **All Cloud Licenses on a 90-Day Retention Plan**
- Security Groups & Granular Permission Controls
- Event Tagging, Notations, Playback Review, & Reporting
- **Full Access to Share Portal**
- **Full Access to Prosecution Portal**
- **Full Access to Redaction Software**
- **Case Management & GPS Mapping**
- **Remote Activation & Remote Diagnostics**
- **Unlimited Body Camera Messaging Alert Notifications**
- **Product Support for Life of Product**

Cloud Cost Breakdown:

DVM-800's: \$18/Device/Month = \$216.00/Device/Year

Optional Pro-Data Plan Includes:

- Additional \$7.00 Per Body Camera/Per Month
- Body Camera Live Streaming Services
- 2GB Data Plan Per Month/Per Body Camera

Subscription Notes:

- Additional Storage Purchased in Blocks of 100GB for \$63 Per Year.
- Accessories Not in Body Camera Kit Purchased Separately.
- Turnkey Services Sold Separately @ \$2,000.00
- Applicable Taxes and Freight Due Upfront
- Applicable Taxes Not Included in Quote
- Upon expiration or termination of the Subscription only, Digital Ally will provide "Download Assistance" to Customer of its audio & video ("raw") files onto a customer provided storage device, in MP4 format, at a cost of \$69.00 per 100 GB of video.

Annual Subscription Breakdown:

(1st Year Includes Hardware, Licenses, Freight and Activation)

1st Year = \$5,302.92

2nd Year = \$5,137.92

3rd Year = \$5,137.92

4th Year = \$5,137.92

5th Year = \$5,137.92

5-Year Total = \$25,854.60

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

TERMS OF SALE

Your purchase of the goods sold hereunder (“**Products**”) from Digital Ally, Inc., a Nevada corporation (collectively, with its parents, subsidiaries and affiliates, “**Seller**”) will be governed by the following terms of sale agreement (“**Terms**”). You will be referred to throughout these Terms as “**you**” or “**Customer**”.

- 1. Payment for the Products.** Payment terms are cash on delivery, except where credit has been established and maintained to Seller’s satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less. You will be responsible for all costs Seller incurs in connection with the collection of unpaid amounts, including court costs, reasonable attorneys’ fees, collection agency fees and any other associated costs. Any discrepancy between any Order placed under these Terms and Seller’s corresponding shipment or shipments, must be reported to Seller for resolution within ten (10) days of Seller’s invoice date, except for price discrepancies which must be reported to Seller for resolution within thirty (30) days of Seller’s invoice date. In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Seller with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.
- 2. Shipment, Risk of Loss, and Title.** Seller will use commercially reasonable efforts to comply with your shipping instructions. Unless otherwise stated by Seller in an Order, all shipments will be F.O.B. Destination, with shipping costs and insurance fees, if any, to be paid by Customer and included in Seller’s invoice to you. If Customer’s shipping account is utilized, such shipments will be shipped F.O.B. Origin. Seller is not responsible for any duty or customs fees and you may be invoiced separately for these charges.
- 3. Acceptance; Claims for Shortage, Damage, or Non-Conformity.** Delivered Products will be deemed accepted upon the earlier of your formal acceptance of the Products or the expiration of 30 days from delivery of the Products (“**Acceptance of the Products**”). If you discover upon initial inspection of the Products that (a) some or all of the Products are defective or (b) that the goods delivered do not conform to your Order, you must promptly notify Seller of your rejection of the goods within 30 days from the delivery date, after which notice Seller shall have a reasonable opportunity to cure any non-conformance with your Order. Claims for shortages in shipment or claims for damage to goods during shipping will not be considered unless written notice is given to Seller within 10 days from date of receipt of the Products. All Products must be inspected prior to disposing of packaging materials, with packing materials to be maintained if there is a claim for damage during shipping.
- 4. Security Interest.** You hereby grant Seller a security interest in the Products to secure your payment obligation to Seller under this sale, pursuant to these Terms. You hereby authorize Seller to file such UCC financing statements in such jurisdictions as Seller deems appropriate to perfect the security interest granted hereby.
- 5. Excusable Delays.** Seller will not be liable to you for any loss, damage, delay, or failure of delivery resulting from causes that are beyond Seller’s reasonable control, including without limitation, those delays arising from product manufacture and shipping (each, a “**force majeure**”).

6. Limited Warranty. SELLER'S REPAIR OR REPLACEMENT WARRANTY ON THE GOODS PROVIDED UNDER THE ORDER IS SET OUT IN A SEPARATE STATEMENT (THE "**LIMITED WARRANTY**"), WHICH SETS FORTH THE ONLY WARRANTY APPLICABLE TO THE GOODS SOLD UNDER THIS ORDER. THAT LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, THAT EXTEND BEYOND SELLER'S LIMITED WARRANTY STATEMENT. OTHER THAN THE LIMITED WARRANTY, ALL EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. SELLER DOES NOT WARRANT THAT THE PRODUCTS OR ANY DELIVERABLES WILL OPERATE UNINTERRUPTED OR ERROR FREE. YOUR SOLE AND EXCLUSIVE REMEDY FOR A CLAIM ARISING FROM OR RELATING TO THE ORDER OR PRODUCTS WILL BE THE REPAIR OR REPLACEMENT OF THE PRODUCTS. The Limited Warranty is posted on the Seller's website at the following website address: <https://www.digitalallyinc.com/limited-warranty/>. The Limited Warranty provides you with warranty support from Seller's offices in Lenexa, Kansas. You agree to appoint an Administrator (in accordance with Paragraph 12 of these Terms) at the place where the Products are located to install and test all fixes, updates, products that we repair or replace, and to perform other actions reasonably requested by Seller. Failure to properly maintain the Products may void the Limited Warranty.

7. Disclaimer. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER, ITS SUBSIDIARIES, AFFILIATES, AND THEIR AGENTS (COLLECTIVELY, "**SELLER PARTIES**") WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) FOR ANY LOST PROFITS OR LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO AN ORDER FOR THE PRODUCTS, THE PRODUCTS, SHIPMENT OF THE PRODUCTS, OR THESE TERMS (INCLUDING, WITHOUT LIMITATION, SITUATIONS REFERENCED IN PARAGRAPHS 5, 13, AND 14 OF THESE TERMS), WHETHER OR NOT A SELLER PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SELLER PARTIES' CUMULATIVE LIABILITY IN CONNECTION WITH THE ORDER, THE PRODUCTS, AND/OR THESE TERMS WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO SELLER FOR THE SPECIFIC PRODUCTS IN CONTROVERSY. EACH CLAUSE OF THIS PARAGRAPH IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND EACH WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR TERMINATION OF THIS AGREEMENT.

8. Compliance with Laws. You will comply with all laws and regulations applicable to you, including those dealing with the use, purchase and distribution of the Products purchased under these Terms. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or re-exportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Products purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Seller of the occurrence of any event which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner

prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

9. Customer Use. You assume all responsibilities for the suitability and the results of using the Products alone or in combination with other articles, and in circumstance, process or procedure. You will indemnify, defend, and hold harmless Seller Parties from and against any claims, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning (i) your use of the Products under this Order, (ii) breach of these Terms, or (iii) violation of applicable law by you. This indemnification will survive the expiration or termination of this Order.

10. Changes to the Terms. The Terms in effect at the time you place a purchase order for the goods sold hereunder will apply to such purchase order and goods. Seller reserves the right to make changes to these Terms from time to time.

11. Governing Law; Jurisdiction and Venue; Time to File Claims. These Terms, including all disputes arising from or relating to an Order for Products, shall be governed by and construed in accordance with the law of the State of Kansas, without regard to its choice of law rules. Any claim arising out of or relating to this Order, the Products, or these Terms must be brought in the District Court of Johnson County, Kansas (and its appellate courts) or in the U.S. District Court for the District of Kansas (and its appellate courts), and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, such courts. Any cause of action you may have arising out of or relating to these Terms, including, without limitation, an Order or the Products, must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

You assume all responsibilities for the suitability and the results of using the Products alone or in combination with other articles, and in circumstance, process or procedure. You will indemnify, defend, and hold harmless Seller Parties from and against any claims, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning (i) your use of the Products under this Order, (ii) breach of these Terms, or (iii) violation of applicable law by you. This indemnification will survive the expiration or termination of this Order.

12. Authority; Administrator. You warrant and represent to Seller that you have all authority and capacity necessary to enter into this agreement and agree to these Terms. If you are entering into this agreement on behalf of a company, a government entity, or other legal entity, you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf. You agree to appoint a primary administrator ("**Primary Administrator**") with the technical knowledge necessary to install and perform routine maintenance on the Products, to make firmware updates and fixes, and to perform component upgrades for and basic troubleshooting on the Products.

13. Trade-ins. If, as part of your Order, Seller agrees in writing to accept a trade-in from you ("**Trade-In**") and offers you a discount on a new Order for an equipment trade-in ("**Trade-In Program**"), or if Seller otherwise accepts a Trade-In from you at any other time or upgrades or replaces any products or equipment ("**Trade-In Offer**"), the Trade-In Program or Trade-In Offer is subject to the following additional rules. You expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the products and equipment being traded ("**Traded Equipment**"); (ii) you will follow all Seller and carrier shipping rules in returning the Traded Equipment to Seller; (iii) the trade-in transaction is final and that by your accepting

the Trade-In Program or Trade-In Offer, ownership of Traded Equipment is transferred irrevocably to Seller immediately, the Traded Equipment will not be returned to you under any circumstances, and you are irrevocably transferring the Traded Equipment to Seller with no possibility of return; (iv) you are giving Seller permission to destroy, utilize, re-sell, lease, or dispose of the Traded Equipment in Seller's sole discretion; and (v) if the Traded Equipment is not returned to Seller so as to be received by Seller within thirty (30) days of the date of delivery of the new equipment you have received from Seller as a replacement for the Traded Equipment, you will lose your discount pursuant to the Trade-In Program, and, whether pursuant to the Trade-In Program or Trade-In Offer, you will not receive any credit, refund, or value for the Traded Equipment. When returning the Traded Equipment, you must return all parts and accessories comprising of the Traded

Equipment, exclusive of wiring, or you will not receive full credit for the Traded Equipment, which will be reduced pro -rata in accordance with the value that Seller in its discretion assigns to the parts and accessories not returned. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SELLER PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE TRADE-IN PROGRAM OR TRADE-IN OFFER WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

14. Advance Exchange Program. If your Order includes participation in Seller's Advance Exchange Program, offered in conjunction with Seller's Limited Warranty, Seller will send you the replacement for Products replaced pursuant to the terms of the applicable Seller Limited Warranty in advance of receiving the Products Seller has agreed in writing to replace for you ("**Replaced Products**"). In such case, you expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the Replaced Products; (ii) you will follow all Seller and carrier shipping rules in returning the Replaced Products to Seller; (iii) the return of Products is final and that by participating in the Advance Exchange Program, ownership of the Replaced Products is transferred irrevocably to Seller immediately, the Replaced Products will not be returned to you under any circumstances, and you are irrevocably transferring the Replaced Products to Seller with no possibility of return; (iv) you are giving Seller permission to destroy, utilize, re-sell, lease, or dispose of the Replaced Products in Seller's sole; and (v) you will ship the Replaced Products back to Seller within thirty (30) days of your receiving your replacement. If you fail to return the Replaced Products to Seller within such thirty (30) day period, Seller may, in its sole discretion, immediately suspend your participation in the Advance Exchange Program for such breach, until you either: (i) return the Replaced Products to Seller; or (ii) pay to Seller the original purchase price of the Replaced Products. If you fail to return the Replaced Products to Seller for a period exceeding ninety (90) days, Seller may, in its sole discretion, immediately terminate your participation in the Advance Exchange Program, with no further opportunity to cure the breach, and you will be immediately responsible for paying to Seller an amount equal to the original purchase price of the Replaced Products. When returning the Replaced Products, you must return all parts and accessories comprising of the Replaced Products, exclusive of wiring, or you will be responsible for payment of that part of the Replaced Products not returned, which will be charged on a pro-rata basis in accordance with the value that Seller in its discretion assigns to the parts and accessories not returned. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SELLER PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE ADVANCE EXCHANGE PROGRAM WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

15. Exclusion of Other Terms; Entire Agreement; Miscellaneous. Additional or different terms or conditions proposed by you (including any additional or different terms provided in a Customer purchase order) will be void and of no effect unless expressly accepted in writing by Seller. Seller's sales invoice, any applicable warranty accompanying the Products, these Terms, and any special conditions agreed to in

writing and signed by you and Seller are incorporated and collectively referred to herein as the **“Order”**, which supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us. In the event of a conflict between these Terms and the terms of any special conditions agreed to in writing and signed by you and Seller (**“Additional Agreement(s)”**), the terms of those Additional Agreements shall take precedence over these Terms but only with respect to the product or specific purchase to which such Additional Agreement applies. If your purchase includes a license or licenses to permit you to use Seller software, the terms of the software license(s) provided to you by Seller shall apply to such software. Captions and paragraph headings have been inserted solely for convenient reference and shall not limit or affect the scope or interpretation of any provision hereof. No provision of these Terms shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom enforcement of such waiver, amendment or modification is sought. A signature provided by facsimile or other electronic transmission shall constitute a valid signature for purposes of agreeing to these Terms. If any provision of these Terms are held to be illegal or unenforceable to any extent, the legality and enforceability of the remainder of these Terms shall not be affected thereby, shall remain in full force and effect, and shall be enforced to the greatest extent permitted by law.

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15612 College Blvd.
 Lenexa, KS 66219
 1-800-440-4947 www.digitalallyinc.com

Customer:

Huxley Police Department
Gerry Stoll
515 N Main Ave.
Huxley, IA 50124

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
HUXIA0	BC	FEDERAL EXPRESS	Net 30	Derek Butler	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
1	001-00087-LOCAL10	Kit, FirstVu HD Dock-X, Ext, Local WIN10	\$2995.00	\$0.00	\$0.00	\$2,995.00
8	001-00179-00	FVHD DVR w/ Ext Battery Kit-R	\$595.00	\$0.00	\$0.00	\$4,760.00
9	012-00042-00	Activation Fee	\$30.00	\$0.00	\$0.00	\$270.00

Notes:

- 8 - First Vu HD Complete Kits w/ Ext Batteries
 1 - 12 Bay Docking Station
 9 - Activation Fees per Dock and FVHDS Include:
 - Warranty Activation
 - Support for the life of the product
 - Remote Product Setup & Configuration
 - Dedicated Project Manager
 - Best Practices & Implementation Planning Session
 - System Administrator & Troubleshooting Training
 - Implementation Document Packet
 - Go Live - Follow-up Review Session

Total Discount	\$0.00
Subtotal	\$8,025.00
Misc	
Tax	\$0.00
Freight	\$90.00
Total	\$8,115.00

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

TERMS OF SALE

Your purchase of the goods sold hereunder ("**Products**") from Digital Ally, Inc., a Nevada corporation (collectively, with its parents, subsidiaries and affiliates, "**Seller**") will be governed by the following terms of sale agreement ("**Terms**"). You will be referred to throughout these Terms as "**you**" or "**Customer**".

1. Payment for the Products. Payment terms are cash on delivery, except where credit has been established and maintained to Seller's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1 -1/2% per month or the highest rate then permitted by law, whichever is less. You will be responsible for all costs Seller incurs in connection with the collection of unpaid amounts, including court costs, reasonable attorneys' fees, collection agency fees and any other associated costs. Any discrepancy between any Order placed under these Terms and Seller's corresponding shipment or shipments, must be



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reported to Seller for resolution within ten (10) days of Seller's invoice date, except for price discrepancies which must be reported to Seller for resolution within thirty (30) days of Seller's invoice date. In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Seller with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.

2. Shipment, Risk of Loss, and Title. Seller will use commercially reasonable efforts to comply with your shipping instructions. Unless otherwise stated by Seller in an Order, all shipments will be F.O.B. Destination, with shipping costs and insurance fees, if any, to be paid by Customer and included in Seller's invoice to you. If Customer's shipping account is utilized, such shipments will be shipped F.O.B. Origin. Seller is not responsible for any duty or customs fees and you may be invoiced separately for these charges.

3. Acceptance; Claims for Shortage, Damage, or Non-Conformity. Delivered Products will be deemed accepted upon the earlier of your formal acceptance of the Products or the expiration of 30 days from delivery of the Products ("**Acceptance of the Products**"). If you discover upon initial inspection of the Products that (a) some or all of the Products are defective or (b) that the goods delivered do not conform to your Order, you must promptly notify Seller of your rejection of the goods within 30 days from the delivery date, after which notice Seller shall have a reasonable opportunity to cure any non-conformance with your Order. Claims for shortages in shipment or claims for damage to goods during shipping will not be considered unless written notice is given to Seller within 10 days from date of receipt of the Products. All Products must be inspected prior to disposing of packaging materials, with packing materials to be maintained if there is a claim for damage during shipping.

4. Security Interest. You hereby grant Seller a security interest in the Products to secure your payment obligation to Seller under this sale, pursuant to these Terms. You hereby authorize Seller to file such UCC financing statements in such jurisdictions as Seller deems appropriate to perfect the security interest granted hereby.

5. Excusable Delays. Seller will not be liable to you for any loss, damage, delay, or failure of delivery resulting from causes that are beyond Seller's reasonable control, including without limitation, those delays arising from product manufacture and shipping (each, a "**force majeure**").

6. Limited Warranty. SELLER'S REPAIR OR REPLACEMENT WARRANTY ON THE GOODS PROVIDED UNDER THE ORDER IS SET OUT IN A SEPARATE STATEMENT (THE "**LIMITED WARRANTY**"), WHICH SETS FORTH THE ONLY WARRANTY APPLICABLE TO THE GOODS SOLD UNDER THIS ORDER. THAT LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, THAT EXTEND BEYOND SELLER'S LIMITED WARRANTY STATEMENT. OTHER THAN THE LIMITED WARRANTY, ALL EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. SELLER DOES NOT WARRANT THAT THE PRODUCTS OR ANY DELIVERABLES WILL OPERATE UNINTERRUPTED OR ERROR FREE. YOUR SOLE AND EXCLUSIVE REMEDY FOR



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A CLAIM ARISING FROM OR RELATING TO THE ORDER OR PRODUCTS WILL BE THE REPAIR OR REPLACEMENT OF THE PRODUCTS. The Limited Warranty is posted on the Seller's website at the following website address: <https://www.digitalallyinc.com/limited-warranty/>. The Limited Warranty provides you with warranty support from Seller's offices in Lenexa, Kansas. You agree to appoint an Administrator (in accordance with Paragraph 12 of these Terms) at the place where the Products are located to install and test all fixes, updates, products that we repair or replace, and to perform other actions reasonably requested by Seller. Failure to properly maintain the Products may void the Limited Warranty.

7. Disclaimer. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER, ITS SUBSIDIARIES, AFFILIATES, AND THEIR AGENTS (COLLECTIVELY, "**SELLER PARTIES**") WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) FOR ANY LOST PROFITS OR LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO AN ORDER FOR THE PRODUCTS, THE PRODUCTS, SHIPMENT OF THE PRODUCTS, OR THESE TERMS (INCLUDING, WITHOUT LIMITATION, SITUATIONS REFERENCED IN PARAGRAPHS 5, 13, AND 14 OF THESE TERMS), WHETHER OR NOT A SELLER PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SELLER PARTIES' CUMULATIVE LIABILITY IN CONNECTION WITH THE ORDER, THE PRODUCTS, AND/OR THESE TERMS WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO SELLER FOR THE SPECIFIC PRODUCTS IN CONTROVERSY. EACH CLAUSE OF THIS PARAGRAPH IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND EACH WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR TERMINATION OF THIS AGREEMENT.

8. Compliance with Laws. You will comply with all laws and regulations applicable to you, including those dealing with the use, purchase and distribution of the Products purchased under these Terms. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or re-exportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Products purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Seller of the occurrence of any event which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

9. Customer Use. You assume all responsibilities for the suitability and the results of using the Products alone or in combination with other articles, and in circumstance, process or procedure. You will indemnify, defend, and hold harmless Seller Parties from and against any claims, damages, costs, and



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expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning (i) your use of the Products under this Order, (ii) breach of these Terms, or (iii) violation of applicable law by you. This indemnification will survive the expiration or termination of this Order.

10. Changes to the Terms. The Terms in effect at the time you place a purchase order for the goods sold hereunder will apply to such purchase order and goods. Seller reserves the right to make changes to these Terms from time to time.

11. Governing Law; Jurisdiction and Venue; Time to File Claims. These Terms, including all disputes arising from or relating to an Order for Products, shall be governed by and construed in accordance with the law of the State of Kansas, without regard to its choice of law rules. Any claim arising out of or relating to this Order, the Products, or these Terms must be brought in the District Court of Johnson County, Kansas (and its appellate courts) or in the U.S. District Court for the District of Kansas (and its appellate courts), and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, such courts. Any cause of action you may have arising out of or relating to these Terms, including, without limitation, an Order or the Products, must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

You assume all responsibilities for the suitability and the results of using the Products alone or in combination with other articles, and in circumstance, process or procedure. You will indemnify, defend, and hold harmless Seller Parties from and against any claims, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning (i) your use of the Products under this Order, (ii) breach of these Terms, or (iii) violation of applicable law by you. This indemnification will survive the expiration or termination of this Order.

12. Authority; Administrator. You warrant and represent to Seller that you have all authority and capacity necessary to enter into this agreement and agree to these Terms. If you are entering into this agreement on behalf of a company, a government entity, or other legal entity, you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf. You agree to appoint a primary administrator ("**Primary Administrator**") with the technical knowledge necessary to install and perform routine maintenance on the Products, to make firmware updates and fixes, and to perform component upgrades for and basic troubleshooting on the Products.

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are irrevocably transferring the Traded Equipment to Seller with no possibility of return; (iv) you are giving Seller permission to destroy, utilize, re-sell, lease, or dispose of the Traded Equipment in Seller's sole discretion; and (v) if the Traded Equipment is not returned to Seller so as to be received by Seller within thirty (30) days of the date of delivery of the new equipment you have received from Seller as a replacement for the Traded Equipment, you will lose your discount pursuant to the Trade-In Program, and, whether pursuant to the Trade-In Program or Trade-In Offer, you will not receive any credit, refund, or value for the Traded Equipment. When returning the Traded Equipment, you must return all parts and accessories comprising of the Traded Equipment, exclusive of wiring, or you will not receive full credit for the Traded Equipment, which will be reduced pro -rata in accordance with the value that Seller in its discretion assigns to the parts and accessories not returned. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SELLER PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE TRADE-IN PROGRAM OR TRADE-IN OFFER WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

14. Advance Exchange Program. If your Order includes participation in Seller's Advance Exchange Program, offered in conjunction with Seller's Limited Warranty, Seller will send you the replacement for Products replaced pursuant to the terms of the applicable Seller Limited Warranty in advance of receiving the Products Seller has agreed in writing to replace for you ("**Replaced Products**"). In such case, you expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the Replaced Products; (ii) you will follow all Seller and carrier shipping rules in returning the Replaced Products to Seller; (iii) the return of Products is final and that by participating in the Advance Exchange Program, ownership of the Replaced Products is transferred irrevocably to Seller immediately, the Replaced Products will not be returned to you under any circumstances, and you are irrevocably transferring the Replaced Products to Seller with no possibility of return; (iv) you are giving Seller permission to destroy, utilize, re-sell, lease, or dispose of the Replaced Products in Seller's sole; and (v) you will ship the Replaced Products back to Seller within thirty (30) days of your receiving your replacement. If you fail to return the Replaced Products to Seller within such thirty (30) day period, Seller may, in its sole discretion, immediately suspend your participation in the Advance Exchange Program for such breach, until you either: (i) return the Replaced Products to Seller; or (ii) pay to Seller the original purchase price of the Replaced Products. If you fail to return the Replaced Products to Seller for a period exceeding ninety (90) days, Seller may, in its sole discretion, immediately terminate your participation in the Advance Exchange Program, with no further opportunity to cure the breach, and you will be immediately responsible for paying to Seller an amount equal to the original purchase price of the Replaced Products. When returning the Replaced Products, you must return all parts and accessories comprising of the Replaced Products, exclusive of wiring, or you will be responsible for payment of that part of the Replaced Products not returned, which will be charged on a pro-rata basis in accordance with the value that Seller in its discretion assigns to the parts and accessories not returned. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SELLER PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE ADVANCE EXCHANGE PROGRAM WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

15. Exclusion of Other Terms; Entire Agreement; Miscellaneous. Additional or different terms or conditions proposed by you (including any additional or different terms provided in a Customer purchase



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order) will be void and of no effect unless expressly accepted in writing by Seller. Seller's sales invoice, any applicable warranty accompanying the Products, these Terms, and any special conditions agreed to in writing and signed by you and Seller are incorporated and collectively referred to herein as the **"Order"**, which supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us. In the event of a conflict between these Terms and the terms of any special conditions agreed to in writing and signed by you and Seller (**"Additional Agreement(s)"**), the terms of those Additional Agreements shall take precedence over these Terms but only with respect to the product or specific purchase to which such Additional Agreement applies. If your purchase includes a license or licenses to permit you to use Seller software, the terms of the software license(s) provided to you by Seller shall apply to such software. Captions and paragraph headings have been inserted solely for convenient reference and shall not limit or affect the scope or interpretation of any provision hereof. No provision of these Terms shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom enforcement of such waiver, amendment or modification is sought. A signature provided by facsimile or other electronic transmission shall constitute a valid signature for purposes of agreeing to these Terms. If any provision of these Terms are held to be illegal or unenforceable to any extent, the legality and enforceability of the remainder of these Terms shall not be affected thereby, shall remain in full force and effect, and shall be enforced to the greatest extent permitted by law.

RESOLUTION NO. 22-057

APPROVE SETTING SALARIES FOR FISCAL YEAR 2023 FOR APPOINTED FULL TIME OFFICERS AND EMPLOYEES OF THE CITY OF HUXLEY, IOWA

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUXLEY:

SECTION 1. The following positions named, upon completion of annual evaluation, a satisfactory review and completing requirements for the positions, shall be paid the salaries or wages indicated. These wages are less legally required or authorized deductions from the amounts set out below on a bi-weekly basis and also make such contributions to Social Security, Medicare, I.P.E.R.S or other purposes as required by law or authorization of the City Council, all subject to audit and review by the City Council. All employees in the table below will be considered regular full-time employees working at least a 40-hour week.

FY 2023 SALARIES

POLICE DEPARTMENT

POLICE CHIEF	\$ 83,736.22	ANNUAL SALARY
SERGEANT	\$ 71,669.10	HOURLY RATE
SERGEANT	\$ 70,988.84	HOURLY RATE
POLICE OFFICER	\$ 66,248.94	HOURLY RATE
POLICE OFFICER	\$ 61,183.22	HOURLY RATE
POLICE OFFICER	\$ 58,580.02	HOURLY RATE

PUBLIC WORKS DEPARTMENT

PUBLIC WORKS DIRECTOR	\$ 94,351.99	ANNUAL SALARY
WATER SUPER/ASST. PWD	\$ 80,946.94	HOURLY RATE
WASTEWATER SUPERINTENDENT	\$ 67,202.30	HOURLY RATE
STREET SUPERINTENDENT	\$ 63,421.18	HOURLY RATE
PUBLIC WORKS UTILITY III	\$ 56,663.36	HOURLY RATE
PUBLIC WORKS EMP. UTILITY II	\$ 55,274.34	HOURLY RATE
PUBLIC WORKS EMP. UTILITY I	\$ 43,804.80	HOURLY RATE
PUBLIC UTILITY EMP./PARKS	\$ 47,471.42	HOURLY RATE

PARKS AND RECREATION DEPARTMENT

PARKS & RECREATION DIR.	\$ 68,996.11	ANNUAL SALARY
RECREATION COORDINATOR	\$ 53,499.47	HOURLY RATE

ADMINISTRATION

CITY ADMINISTRATOR	\$ 116,931.92	ANNUAL SALARY
CITY CLERK/FINANCE OFFICER	\$ 76,131.74	HOURLY RATE
UTILITIES/ZONING ADMINISTRATIVE SPECIALIST	\$ 60,124.90	HOURLY RATE

PASSED, ADOPTED AND APPROVED this 28th day of June, 2022.

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

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 22 -057** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 28th day of June 2022.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

Public Works Department

Employee	Current Annual Salary	Current Hourly Wage	Mid Market Salary	% of Current Related to Mid Market	FY 23 Salary Adjustment % from Matrix	New FY 23 Wage Matrix 1%	New FY 23 Wage Matrix 2.5%	4%
Jeff Peterson	\$ 89,433.17		\$ 81,668.00	110%	4.00%	\$ 93,011.00	\$ 94,351.99	\$ 93,010.50
Keith Vitzthum	\$ 77,833.60	\$ 37.42	\$ 70,349.00	111%	3.50%	\$ 80,557.78	\$ 80,946.94	\$ 80,946.94
AJ Strumpfer	\$ 63,398.40	\$ 30.48	\$ 60,971.00	104%	4.50%	\$ 66,251.28	\$ 67,202.30	\$ 65,934.34
Mat Kahler	\$ 59,550.40	\$ 28.63	\$ 59,851.00	99%	5.00%	\$ 62,527.92	\$ 63,421.18	\$ 61,932.42
Rocky Smith	\$ 45,427.20	\$ 21.84	\$ 46,998.00	97%	3.00%	\$ 46,790.02	\$ 47,471.42	\$ 47,244.29
Jake Hanks	\$ 53,456.00	\$ 25.70	\$ 54,947.00	97%	5.00%	\$ 56,128.80	\$ 56,663.36	\$ 55,594.24
Jake Hermanson	\$ 52,145.60	\$ 24.49	\$ 50,042.00	104%	4.50%	\$ 54,492.15	\$ 55,274.34	\$ 54,231.42
Cory Hennick **	\$ 42,120.00	\$ 20.25	\$ 46,998.00	90%				\$43,804.80
** New hire						\$ 459,758.95	\$ 465,331.54	\$ 502,698.94

Police Department

Employee	Current Annual Salary	Current Hourly Wage	Mid Market Salary	% of Current Related to Mid Market	FY 23 Salary Adjustment % from Matrix	New FY 23 Wage Matrix 1%	New FY 23 Wage Matrix 2.5%	4%
Gerry Stoll	\$ 78,625.56		\$ 79,925.00	98%	4.00%	\$ 81,770.58	\$ 83,736.22	\$ 81,770.58
Nate Albaugh	\$ 67,932.80	\$ 32.66	\$ 68,906.00	99%	4.00%	\$ 70,650.11	\$ 71,669.10	\$ 70,650.11
Joe Marchesano	\$ 67,288.00	\$ 32.35	\$ 68,906.00	98%	4.00%	\$ 69,980.00	\$ 70,988.84	\$ 69,979.52
JJ Caligiuri	\$ 62,795.20	\$ 30.19	\$ 63,148.00	99%	4.00%	\$ 65,307.20	\$ 66,248.94	\$ 65,307.01
Matt Roudebush	\$ 55,286.40	\$ 26.58	\$ 63,148.00	88%	5.00%	\$ 57,497.40	\$ 58,880.02	\$ 57,497.86
Rex Deckerd	\$ 57,720.00	\$ 27.75	\$ 63,148.00	91%	4.50%	\$ 60,317.40	\$ 61,183.20	\$ 60,028.80
						\$ 405,522.69	\$ 412,706.32	\$ 405,233.88

Parks & Recreation Department

Employee	Current Annual Salary	Current Hourly Wage	Mid Market Salary	% of Current Related to Mid Market	FY 23 Salary Adjustment % from Matrix	New FY 23 Wage Matrix 1%	New FY 23 Wage Matrix 2.5%	4%
Heather Denger	\$ 64,785.08		\$ 64,485.00	100%	5%	\$ 68,024.33	\$ 68,996.11	\$ 67,376.48
Kerrie Mulder	\$ 50,710.40	\$ 24.38	\$ 52,456.00	97%	4%	\$ 52,738.82	\$ 53,499.47	\$ 52,738.82
						\$ 120,763.15	\$ 122,495.58	\$ 120,115.30

Administration Department

Employee	Current Annual Salary	Current Hourly Wage	Mid Market Salary	% of Current Related to Mid Market	FY 23 Salary Adjustment % from Matrix	New FY 23 Wage Matrix 1%	New FY 23 Wage Matrix 2.5%	4%
Rita Conner	\$ 110,313.13		\$ 118,000.00	93%	4.00%	\$ 114,726.00	\$ 116,931.92	\$ 114,725.66
Jolene Lettow	\$ 71,822.40	\$ 34.53	\$ 70,806.00	101%	4.50%	\$ 75,054.41	\$ 76,131.74	\$ 74,695.30
Amy Kaplan	\$ 56,721.60	\$ 27.27	\$ 56,436.00	101%	4.50%	\$ 59,274.07	\$ 60,124.90	\$ 58,990.46
						\$ 249,054.48	\$ 253,188.56	\$ 248,411.42

Budgeted FY 23	\$ 1,878,110	\$ 1,878,110	\$ 1,878,110
TOTALS	\$ 1,235,099	\$ 1,253,722	\$ 1,276,460
Difference	\$ 643,011	\$ 624,388	\$ 601,650

FY 2022

Position		Low	Mid	Top
City Administrator/Zoning Administrator		\$103,307	\$114,786	\$127,540
City Clerk/Finance Officer		\$62,615	\$68,877	\$75,765
**HR/Administrative Coordinator		\$62,881	\$69,169	\$76,086
Utility Billing /Zoning Admin Specialist/Deputy City Clerk		\$49,908	\$54,899	\$60,389
*Public Works Director		\$71,500	\$79,444	\$88,271
Water Superintendent/Asst. Public Works Director		\$61,590	\$68,433	\$76,037
Wastewater Superintendent		\$53,379	\$59,310	\$65,900
Street Superintendent		\$52,407	\$58,221	\$64,691
Public Works Utility Employee III		\$48,583	\$53,450	\$58,401
Public Works Utility Employee II		\$44,760	\$48,679	\$52,111
Public Works Utility Employee I		\$41,145	\$45,718	\$50,798
Public Works/Parks Employee		\$41,145	\$45,718	\$50,798
*Parks and Recreation Director		\$57,027	\$62,729	\$69,002
Recreation Coordinator		\$45,920	\$51,027	\$56,697
*Police Chief		\$68,571	\$77,748	\$86,387
Police Sergeant		\$59,789	\$67,029	\$74,477
Police Officer		\$55,276	\$61,428	\$68,253
Police Detective		\$58,040	\$64,499	\$71,665
Police School Resource Officer		\$56,658	\$62,963	\$69,959

* Salaried Employees

Exhibit B (Salary ranges are based on a three-year rolling average of 2.8 % of the Midwest Region CPI published in the Iowa League's

FY2023 with COL

Position		Low	Mid	Top
*City Administrator/Zoning Administrator		\$106,200	\$118,000	\$131,111
City Clerk/Finance		\$64,368	\$70,806	\$77,886
**HR/Administrative Coordinator		N/A	N/A	N/A
Deputy City Clerk				
Utility Billing /Zoning Administrative Specialist		\$51,305	\$56,436	\$62,080
*Public Works Director		\$73,502	\$81,668	\$90,743
Water Superintendent/Asst. Public Works Director		\$63,315	\$70,349	\$78,166
Wastewater Superintendent		\$54,874	\$60,971	\$67,745
Street Superintendent		\$53,874	\$59,851	\$66,502
Public Works Utility Employee III		\$49,943	\$54,947	\$60,036
Public Works Utility Employee II		\$46,013	\$50,042	\$53,570
Public Works Utility Employee I		\$42,297	\$46,998	\$52,220
Public Works/Parks Employee		\$42,297	\$46,998	\$52,220
*Parks and Recreation Director		\$58,624	\$64,485	\$70,934
Recreation Coordinator		\$47,206	\$52,456	\$58,285
***Buildings and Grounds Custodial/Maint. Employee		\$39,853	\$43,347	\$46,821
*Police Chief		\$70,491	\$79,925	\$88,806
Police Sergeant		\$61,463	\$68,906	\$76,562
Police Officer		\$56,824	\$63,148	\$70,164
Police Detective		\$59,665	\$66,305	\$73,672
Police School Resource Officer		\$58,244	\$64,726	\$71,918

* Salaried Employees

**3/4 time position, however, the salary amount is based on full-time salary ranges

***Position added to the Matrix FY23

Huxley Police Department
City of Huxley
Report for May 2022

May 2nd 2022 5:47 AM

Officer responded to a two vehicle accident on Interstate 35 near the 103 Mile Marker.

May 2nd 2022 6:34 PM

Officer responded to the 100 block of Deerwood for a harassment complaint. Emails had been sent to the victim from an unknown individual or entity.

May 3rd 2022 1:22 PM

Officer received a fraud complaint at a business at the 100 block of Campus Drive.

May 3rd, 2022 2:29 PM

Officer responded to a minor accident at the 100 block of Highway 69. No injuries.

May 4th 2022 8:35 PM

Officer responded to an assault complaint at a business located at the 300 block of Highway 69. A Huxley man was arrested for serious assault and transported to the Story County jail in Nevada.

May 6th, 2022 8:53 AM

Officer received a theft complaint at the cemetery located at the north city limits. Several brass rods used to hold flags were taken from military veteran markers.

May 6th, 2022 3:07 PM

Officer responded to a hit and run accident at the Kum and Go on Highway 210. A plate was provided for the suspect vehicle, but it did not match. The suspect vehicle southbound and was unable to be located.

May 6th, 2022 3:19 PM

Officer received a harassment complaint at the 100 block of South Main. Contact was made with a Huxley man who agreed to stop the harassing behavior in order to avoid future police attention.

May 6th, 2022 7:38 PM

Officer responded to a harassment complaint at the 100 block of Oak Blvd. Contact was made with a Huxley juvenile. With her mother present, she was advised to stop the harassing behavior in order to avoid future police attention.

May 6th, 2022 7:42 PM

Officer responded to the City Park located at New Horizons for a fight between several juveniles. Parents were informed and will handle the situation with their children.

May 7th, 2022 9:43 PM

Officer responded to a domestic altercation at the 500 block of Pearl. Parties were separated and agreed that they could cohabitate for the remainder of the night with no further problems.

May 9th, 2022 7:14 PM

Officer responded to a dog bit at the 300 block of Oak. A 12 year old was bitten by a dog who was being walked on a leash. The dog's owner left the area before a call to law enforcement could be made. Officer was unable to locate any dog matching description of the suspect dog in the area.

May 10th, 2022 9:12 PM

Officer stopped a vehicle for a traffic violation on Highway 210 near Interstate 35. An Altoona man was arrested for OWI, Possession of a Controlled Substance, and Possession of Drug Paraphernalia. He was taken to the Story County Jail in Nevada.

May 10th, 2022 10:28 PM

Officer responded to a report of an out of control juvenile at the 500 block of E 3rd Street. The officer was able to assist the parents and calm the juvenile.

May 13th, 2022 2:48 PM

Officer was asked to check the welfare of a citizen at the 200 block of Parkridge. Contact was made with the resident who agreed to be taken to a facility for treatment.

May 13th, 2022 7:57 PM

Officer assisted Cambridge Fire with a possible chemical leak at the 200 block of South River Street.

May 15th, 2022 4:59 PM

Officer responded to a fight involving several juveniles at the Prairie Ridge Park located at the 500 block of E 1st Street. A report was made and will be forwarded to Juvenile Court Services for review.

May 15th, 2022 9:27 PM

Officer responded to an ATV vs truck accident at the 200 block of Water Street. A Cambridge man was injured and transported to the Hospital for his injuries. Cambridge First Responders assisted with the scene and provided patient care.

May 18th, 2022 8:02 AM

Officer responded to a burglary call at the 200 block of Water Street. A construction site was broken into and several rolls of wire were taken. Investigation ongoing.

May 18th, 2022 3:07 PM

Officer served an arrest warrant at the 500 block of Main. A Cambridge man was transported to the Story County Jail in Nevada.

May 18th, 2022 3:32 PM

Officer responded to a domestic altercation at the 500 block of E 1st Street. A Huxley man was arrested for Domestic Assault and Child Endangerment. He was transported to the Story County Jail in Nevada. The same man also had a warrant for his arrest which was served as well.

May 24th, 2022 3:49 PM

Officer stopped a vehicle for a traffic violation at the 100 block of Highway 69. The driver of the vehicle was suspended from driving by the DOT. He was cited and released with a court date for Driving Under Suspension.

May 26th, 2022 11:47 AM

Officer responded to a two vehicle accident on Highway 69 near Campus Drive. No injuries to either driver after a rear end collision.

May 28th, 2022 6:03 PM

Officer responded to a domestic altercation at the 200 block of Oak Blvd. The altercation was verbal and both parties agreed to go their separate ways.

May 18th, 2022 8:02 AM

Officer responded to a burglary call at the 200 block of Water Street. A construction site was broken into and several rolls of wire were taken. Investigation ongoing.

May 31st, 2022 8:39 PM

Officer responded to a shoplifting complaint at the Dollar General. Four juveniles were located with the stolen property at the 200 block of Oak Blvd. The property was returned and Dollar General declined charges. The parents of the juveniles were contacted and will handle punishment.

Gerry Stoll
Chief of Police

Calls For Service by Nature Code

Huxley Police

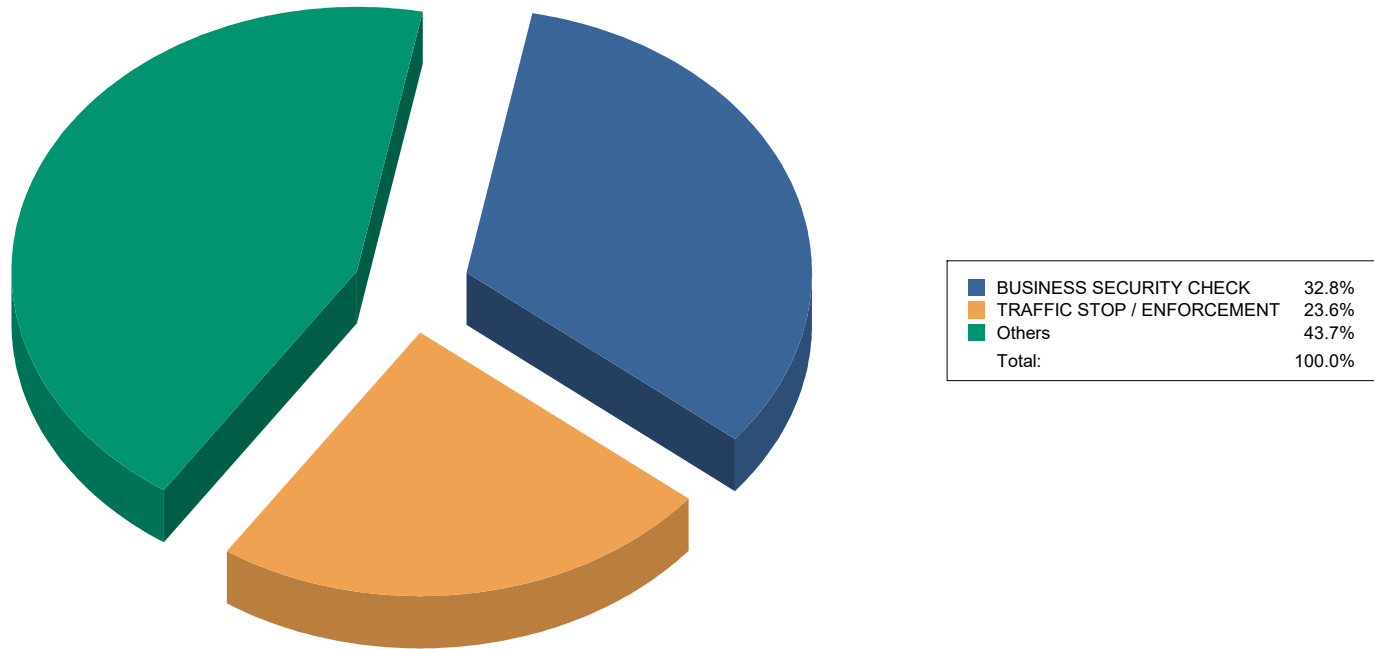
5/01/22 to 5/31/22

911 HANG UP / INCOMPLETE CALL	Number of CFS:	1	Percentage of Total:	0.16%
ANIMAL CALL	Number of CFS:	10	Percentage of Total:	1.58%
ATTEMPT SUICIDE / SUICIDE	Number of CFS:	1	Percentage of Total:	0.16%
BURGLARY / ATTEMPTED BURGLARY	Number of CFS:	1	Percentage of Total:	0.16%
BURNING COMPLAINT	Number of CFS:	3	Percentage of Total:	0.47%
BUSINESS SECURITY CHECK	Number of CFS:	207	Percentage of Total:	32.75%
CHEMICAL SPILL/ODOR	Number of CFS:	2	Percentage of Total:	0.32%
CHILD WELFARE CHECK	Number of CFS:	2	Percentage of Total:	0.32%
CITIZEN CONTACT	Number of CFS:	1	Percentage of Total:	0.16%
CITY CODE ENFORCEMENT	Number of CFS:	17	Percentage of Total:	2.69%
CIVIL MATTER	Number of CFS:	7	Percentage of Total:	1.11%
CRIME FREE HOUSING CHECK	Number of CFS:	8	Percentage of Total:	1.27%
DISTURBANCE & NOISE PARTY	Number of CFS:	4	Percentage of Total:	0.63%
DOMESTIC DISPUTE	Number of CFS:	3	Percentage of Total:	0.47%
EQUIPMENT/SIGN MALFUNCTION	Number of CFS:	1	Percentage of Total:	0.16%
EXTRA PATROL	Number of CFS:	5	Percentage of Total:	0.79%
FINGER PRINTING	Number of CFS:	14	Percentage of Total:	2.22%
FIRE ALARM	Number of CFS:	2	Percentage of Total:	0.32%
FOLLOW UP	Number of CFS:	6	Percentage of Total:	0.95%
GENERAL ALARM BANK / RESIDENTI	Number of CFS:	2	Percentage of Total:	0.32%
GENERAL ASSAULT	Number of CFS:	1	Percentage of Total:	0.16%
GENERAL INFO/COMPLAINT/ASSIST	Number of CFS:	27	Percentage of Total:	4.27%
HARASSMENT	Number of CFS:	4	Percentage of Total:	0.63%
HIT & RUN PROPERTY DAMAGE	Number of CFS:	2	Percentage of Total:	0.32%
JUVENILE TROUBLE	Number of CFS:	12	Percentage of Total:	1.90%
LAW DEPARTMENT ASSIST	Number of CFS:	4	Percentage of Total:	0.63%
LITTERING	Number of CFS:	1	Percentage of Total:	0.16%
LOST OR FOUND PROPERTY	Number of CFS:	1	Percentage of Total:	0.16%
MEDICAL ASSIST/AMBULANCE CALL	Number of CFS:	23	Percentage of Total:	3.64%
MENTAL HEALTH/PSYCHIATRIC DISO	Number of CFS:	1	Percentage of Total:	0.16%
MISSING PERSON / RUNAWAY	Number of CFS:	1	Percentage of Total:	0.16%
MOTOR VEH CRASH/PROP DAMAGE	Number of CFS:	3	Percentage of Total:	0.47%
MOTORIST ASSISTANCE	Number of CFS:	4	Percentage of Total:	0.63%
OPEN DOOR	Number of CFS:	2	Percentage of Total:	0.32%
OUTREACH	Number of CFS:	6	Percentage of Total:	0.95%
PARKING ENFORCEMENT/COMPLAINT	Number of CFS:	12	Percentage of Total:	1.90%
RECKLESS DRIVER	Number of CFS:	8	Percentage of Total:	1.27%

SALVAGE VEHICLE INSPECTION	Number of CFS:	28	Percentage of Total:	4.43%
SCAM	Number of CFS:	1	Percentage of Total:	0.16%
SEXUAL ASSAULT	Number of CFS:	2	Percentage of Total:	0.32%
SHOTS FIRED	Number of CFS:	1	Percentage of Total:	0.16%
SUSPICIOUS PERSON/VEH/ACTIVITY	Number of CFS:	21	Percentage of Total:	3.32%
TESTING OR INSTALLING	Number of CFS:	1	Percentage of Total:	0.16%
THEFT / FRAUD / FORGERY	Number of CFS:	5	Percentage of Total:	0.79%
TRAFFIC HAZARD	Number of CFS:	8	Percentage of Total:	1.27%
TRAFFIC STOP / ENFORCEMENT	Number of CFS:	149	Percentage of Total:	23.58%
TRUANCY	Number of CFS:	1	Percentage of Total:	0.16%
WARRANT SERVICE	Number of CFS:	1	Percentage of Total:	0.16%
WELFARE CHECK	Number of CFS:	5	Percentage of Total:	0.79%

Total CFS:	632
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Percentage of CFS by Nature Code





Huxley Fire and Rescue

104 Railway
Huxley, Iowa 50124

May 2022 Report Huxley Fire Rescue

Promote Trust, Service Before Self, Positive Solutions

-In May 2022 Huxley Fire & Rescue has responded to 52 calls for service

-Huxley EMS First Responders were dispatched to 38 calls in May.

-Huxley Ambulance #731 responded to 5 calls in May.

-Huxley Fire responded to 12 calls in May.

-Huxley has been responded to Kelley for 60 calls since May 2021

-Mutual Aid (included in totals above)

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

-EMS/First Responder, 1790 Giddings St. – 5/12/22

-EMS/First Responder, 1595 Xavier Ave. – 5/13/22

-EMS/First Responder, 53105 310th St. – 5/22/22

-EMS/First Responder, 53105 310th St. – 5/23/22

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

-EMS/First Responder, 1201 West 6th Street – 5/2/22

-EMS/First Responder, 701 Linn Street – 5/3/22

-FIRE/First Responder, 404 North 1st Ave. – 5/4/22

-EMS/First Responder, 101 1st Ave. N – 5/6/22

-EMS/First Responder, 1120 1st Ave, N – 5/9/22

-EMS/First Responder, 1201 West 6th Street – 5/10/22

-EMS/First Responder, 305 Story Street – 5/10/22

-EMS/First Responder, 704 Tama Circle – 5/14/22

-EMS/First Responder, 1106 Greenvew Street – 5/29/22

-EMS/First Responder, 701 Linn Street – 5/30/22

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

-EMS/First Responder, 2211 229th Place – 5/2/22

-EMS/First Responder, 2305 260th Street – 5/7/22

-EMS/First Responder, 2308 State Ave. – 5/24/22

-EMS/First Responder, 55447 282nd Street – 5/20/22

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

-EMS/First Responder, 56145 370th Lane – 5/4/22

-EMS/First Responder, 815 Center Street – 5/14/22

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

-EMS/First Responder, 201 County Ave. – 5/12/22

-EMS/First Responder, 201 County Ave. – 5/12/22

-EMS/First Responder, 701 6th Ave. – 5/22/22



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

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

huxleylibrary@huxleyiowa.org
huxleyiowa.org/public-library

Library Report, June, 2022

At the library, summer is all about kids and programs.

We have 208 students (pre-K – 8th) registered for summer reading programs in addition to offering separate programs for 137 children in local daycares.

Carolyn is assisted by a group of middle school and high school students working as volunteers. The volunteer program has been invaluable for years. This summer we have at least 3 returning for the 5th time, and I routinely act as a reference for their first job applications.

Friday June 10, we hosted magician Mikayla Oz in the Safe Room with 150 people attending.

Every Friday in June & July we take the programs on the road and meet at Berhow Park. No registration is required to attend. Friday, June 17 we had 51 attendees.

We are back to hosting tutors from Raising Readers of Story County after a 2-year hiatus. They meet here twice a week for 8 weeks.

June, July, and August we are hosting three meetings with professional editor Anne Fleck. She will be leading a group of seniors in a class for writing their memoirs.

June will be a record breaker for most new patron cards issued in a month. As of the 22nd we've issued 35 new cards. Average is 19. Currently we have 4171 patrons.

The board of trustees said good-bye to our 33 year veteran, Tom Friedrichsen. Thank you to Councilman Kuhn for stopping by our meeting and offering congratulations.

Cathy Van Maanen
Director of Library Services



To: Honorable Mayor Kevin Deaton & City Council
From: Heather Denger
Date: 6/22/2022
Re: Parks & Recreation June 2022 Department Report

3C's Update

- Membership Update

	12 Month Memberships	6 Month Memberships	3 Month Memberships	EFT Bank Memberships	Total Active Memberships
June 2022	299	72	9	67	447
June 2021	267	73	6	55	401
June 2020	356	147	2	76	581
June 2019	314	115	8	65	502

- There were 1,828 total visits to the Citizens Community Center during May 2021.
- Men's Basketball League and Bam-Bam baseball are done.
- Summer Tennis Camp Session 1 is over. There were 16 participants. We are offering another camp in July.
- Kerrie has had 1 hump-day hallelujah so far this Summer. There are 4 more. Each has approximately 25 participants.
- Parks and Recreation is doing Prairiefest parade (Luau theme) and 5K/10K Run. Prairiefest is August 27-28th.
- City newsletter went out in June for June, July and August.
- The stackable washer/dryer went out at the 3 C's. A new commercial washer and dryer were delivered Wednesday, June 22, 2022.

Parks & Trails Update

- Nord Kalsem building is currently getting an additional bathroom thanks to Huxley Historical Society.
- Mosquito spraying has started and will happen every other Wednesday.
- Inroads has paved the entry into Centennial Park off North Park as well as the trail running through the park.
- Work is being done to improve the appearance of the Centennial Park restrooms.



Parks & Recreation Board Update

- Our June Park Board Meeting was on Monday, June 6th at 6pm.
- Board had further discussion on restroom facility at Larson to accompany splash pad. Decision was made to do unisex (family) restrooms/showers.
- Huxley Hustlers has started for the 2nd year. This free running program for kids meets Thursday nights at 6pm at Centennial Park. There are currently 95 kids registered.
- June party in the park was the car show. Due to weather conditions and some light rain it was not super well attended. The July party is our Kids Night, July 14th. It is going to be held at Centennial Park this year.
- Next Park Board Meeting is Monday, July 11th at 6pm in Council Chambers.

Tree Board Update

- Tree Board met on Monday, June 20th discussing mainly transplanting more trees from the tree nursery. Rocky will be transplanting trees as time allows. Trees will be planted at Centennial Park, at Berhow Park and at Larson Fields.
- Tree Board is planning on doing a Fall Tree Sale this year... most likely in August.
- Next Tree Board meeting is June 21st at 6pm in Council Chambers.

June 2022 Public Works Monthly Report

The summer has kicked off and all the departments are in full gear. We have five seasonals working with staff in parks and streets. Two of the seasonal employees are only available to work two to three days a week due to educational classes and sports. We have had a difficult time finding help this summer and are still looking for two more if that is possible to help with the street's projects for the summer. Parks staff have been very busy keeping up with the mowing and doing parks repairs when time permits. They have started mulching some of the parks.

The HMA pavement has been installed at NorthPark parking entrance and all of the bike and pedestrian trails in the park have been overlayed with new HMA. It turned out very nice. We have approximately 15 large ash trees that we are currently removing from Centennial Park that are dying or have died. This will keep the crews busy removing the trees. We will contract out the removal of the stumps once they have all been removed. All the park's grounds maintenance equipment seems to be in good shape and operating very well this year with very little down time or maintenance besides blade replacements and sharpening's. We have been having some issues with some tiles in Centennial Park and will be working on jetting and cleaning the tiles that have been giving us some problems.

We have had to do a lot of cleanups of a couple storm pipes due to the recent rains that have plugged from agricultural corn stalks and debris. We have also had to repair a couple culvert influent pipes that had severe erosion issues and we have installed some riprap to slow down the erosion for future events. There has also been some serious erosion out in Westview with a lot of washouts and exposed tiles and plugged effluent culverts that need immediate attention. The developer has been notified to correct the issues.

All of the curbs that are painted for no parking have been scraped and painted yellow along with all the storm intakes and lids. Crosswalks and stop bars will be done in the near future. Paint has been an issue to get with the resin shortages but we are getting it when it is available. We hope to start taring cracks within the next week or two as well. A large section of broken curb had to be removed from sand cherry and will be replaced next week. We had to rebuild two intakes on East 5th and Highway 69 that were failing due to the walls we falling in. A couple of panels of sidewalk on Timberlane were removed and replaced that were damaged from the storm removal activities. We also had to remove the pavement at the corner of Sycamore and hickory that failed and replaced it. Majority of the streets were swept this last month and all the storm intakes were cleaned and checked. We hope to start crack filling as well in the next few weeks depending on the work loads and seasonal help that will be available.

Reviewing and commenting on new site plans and doing inspections on existing site plans that are under construction. The Landing, Ballard Plaza, Landscapes by Design, DZ Flex, Pacific Drywall and Huxley Communications are still currently under construction and inspections that have yet to close-out.

Westview development has been very active with new home construction and site inspections and Meadow Lane Plat 3 is just about built out with only five vacant lots left.

The North 4th street rehab project is moving along at a slower pace than planned. All of the water lines have been installed and have passed all the required testing and all of the properties on this street have been connected to the new 8" water main and the old 4" water main has been abandoned. Manatt's has started on the curbs and driveway approaches this week it doesn't look like it will take them long to finish this street up now. The underground utility crew has mobilized to East 4th to start the new water main installation which should be completed with new 8" water main being installed from Highway 69 to N. 2nd Avenue. This will be replacing an existing 4" water main that has served its useful purpose. On-Track has started on East 4th street with the new water main this week at the intersection of East 4th and N. 2nd Avenue. One of the shutdowns and connections has been done and the new eight inch has been connected and the old 4" main disconnected and capped at this intersection. There will be 3 or 4 more shutdowns and connections on this stretch of road before being completed. They hope to have all of the water main installation and the abandonment of the existing 4" complete within a few weeks before the new curbs and resurfacing can take place. The city staff has been doing all the inspections on the street surfacing and underground utility projects which has been taking a lot of staff time as well.

Water Department

In the month of May the Huxley Water Plant treated 9,290,000 gallons of water. A maximum of 422,000 gallons of water per day, a minimum of 233,000 gallons per day, and average daily treated water of 300,000 gallons per day, up about 1,400,000 gallons compared to the previous month. Daily water consumption has just jumped up about 250,000 gallons due to the hot weather this week.

Progress on the water plant expansion is at or just a little ahead of schedule the majority of the underground pipe work has been completed that needed to be stubbed out beyond the footings, the footing have been poured, interior sump drains are poured, interior ground works plumbing is almost complete, electricians are installing underground conduit before the floor can be poured, the concrete pads for the R.O. skids have been poured, and the block layers will start laying block here in the next week or so.

Groundwork has begun at the well field grading for the road to the mound that the well head will sit on is partially completed.

Our existing aerator kept overflowing through the air intake vent creating a mess on top of the tank and flooding the trench to the new tank as I mentioned in last month's report. After opening it up we found the effluent pipe was being restricted with iron build up. The 8-inch pipe had been reduced to about 2 inches causing a hydraulic in balance to discharge. We were able to remove the iron build up with a chisel and hammer enough to get a good flow out into the tank. We will be taking the tank completely out of service this summer to clean and inspect at that time we will take a tornado tip power washer to the pipe and try to remove the rest of the buildup. At that time the new detention tank will be connected to the existing one.

Jake Hanks has transitioned from street department to the water plant and is learning more of the daily duties, maintenance of the plant, distribution system, inspections and locating, there is plenty of locating to do with Alliant's gas line rehab project in town.

The water tower was taken out of service this past month for interior cleaning and inspection it is back in service now. We are waiting for the company's evaluation, from the pictures that they showed us it still looks to be in pretty good shape on the inside. We only received one complaint about low water pressure other than that we are not sure anyone even noticed that it was not online for five days which is good.

We replaced a transducer in the backwash waste tank it kept giving false reading and running our pumps dry or alarming out high-level alarms. Thankfully the company had one in stock and shipped it right away. It's been hard to get parts anymore as you all probably know. We ordered water meters over 6 weeks ago and they are still not sure when we will get them, we use to get them with in a day or two but the supply chain issues are creating problems on getting meters right now as well. We ordered a new register for the car wash meter over three months ago and still have not got it. We can get the meters but not the electronics to read them. **We may have to start manually and physically reading them in the basements until things change.** 😞 That would sure bring back the old days of doing things.

Wastewater Department

CIT came in and repaired the two spots we found that Alliant hit while boring gas lines on two different sanitary sewer mains. The repairs have been verified by videoing the lines and the repairs look very good.

We are planning on putting out some communication to the public on the city's website and in the newsletter about how to reduce chloride discharge in home water softeners. Since this is a new limit, we have on our permit and the only efficient way to reduce the discharge is at its source.

We are expecting to see Accu-jet here sometime soon pending on when they can get resin in house to get W 3rd and 5th lined.

The trailer jetter has been ordered. We have been told there is a 10-month lead time on the unit. In the meantime, we may have to do some maintenance to our current trailer to keep it operating.

We checked all manholes in town and found a fair number of issues that we hope to fix as many as we can this summer.

Our DMRQA analytes have been tested in the lab and submitted. This is required for us to hold a lab certificate; we will know if we passed everything in a couple months.

We ordered a new smoke machine for smoking sewers. We hope this will help us in identifying any possible tiles or other sources of I&I so we can avoid pumping sewers in large rain events and treating water that does not need to be treated and should be going down the storm sewer rather than coming to the WWTP.

We found a leaking lateral on Prairieview Drive and the contractor (Team Excavating) who installed it with the development tried to inject a grout to stop the leaking. The lateral is still leaking so they will be out to dig it up in the next week to repair the lateral.

Our air compressor for the UV's has been replaced and has been working much better than the old one.

We have started videoing sewers north of HWY69 to find any possible issues. So far most has looked to be in decent shape. We found a large amount of scale built up in one of the sewers that we had to do extensive jetting to get it removed.

We have been still in search of the best candidates for sanitary lining for next year, we have a few that are not perfect that could be done within the next 5-years.

The flows have been up for quite a while because of the larger amount of rain that we have seen. Hopefully we see these come down some soon.

We had some issues with floats at the Sand Cherry Lift station, we replaced 2 different floats and so far, the lift station has been performing well.

We replaced some sensors on the digesters and have had issues with them holding calibration. We're hoping we can find another way to get these to hold calibration without having to order new probes. These probes can be quite costly if we must replace them.

Attending and participating in all the zoom meetings for the IDOT I-35 widening project and the relocation and reinstallation of all the city utilities and working with all the other utilities on easements and placement so we can all accommodate the new easements and not interfere with each other.

We are ordering inflow barriers to also help with some of the inflow we have experienced on these large flows. We are putting them on manholes that we have in lower areas to hopefully keep water from overwhelming some of these sewers.

Staff will be meeting with the V&K team in the next two weeks to put together an RFP or bid for an overall site plan concept and design of a new publicworks facility for staff and council review and comment on.

Utility staff attended some wastewater training that was provided by Midwest Assistance Program (MAP) for four hours in the safe room. This is a federally funded program that gives training and assistance to smaller communities less than 2000 but since I hosted it here in Huxley my staff and I could attend free and get some C.E.U's out of it.

The Alliant Energy gas team has been moving along quickly and efficiently this spring and summer. We have not had any complaints at least with City staff on the installations that we are aware of. General update from Alliant

Attend all City meetings and pre-applications meeting when required or asked to attend for information gathering and answer questions.

- New main installed.
- House piping 50-60 houses this week, maybe into next.
- Updating some Gas Operating Sequences
- Plan to complete final retirement of the old system week of July 5th-8th
- Ongoing soft-surface restoration. Will complete hard surface restoration as soon as possible --- still may be a few areas that have to wait until final retirement before final restoration can be completed.

HUXLEY, IOWA

September 8-9, 2021



Conducted By:

Iowa Downtown Resource Center



IOWA ECONOMIC DEVELOPMENT AUTHORITY

1963 Bell Avenue, Suite 200 | Des Moines, Iowa 50315

PH: 515.348.6180 | James.engle@iowaEDA.com

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

iowaeda.com/downtown-resource-center/

ASSESSMENT TEAM

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



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



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



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

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

OVERVIEW

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

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

INTRODUCTION

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



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

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

DON'T GIVE UP ON THIS!

CAPACITY BUILDING

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

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

RESOURCES & IDEAS FOR LEADERSHIP DEVELOPMENT & CAPACITY

Action Steps:

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

ATTRACTION & RETENTION

Action Steps:

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

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

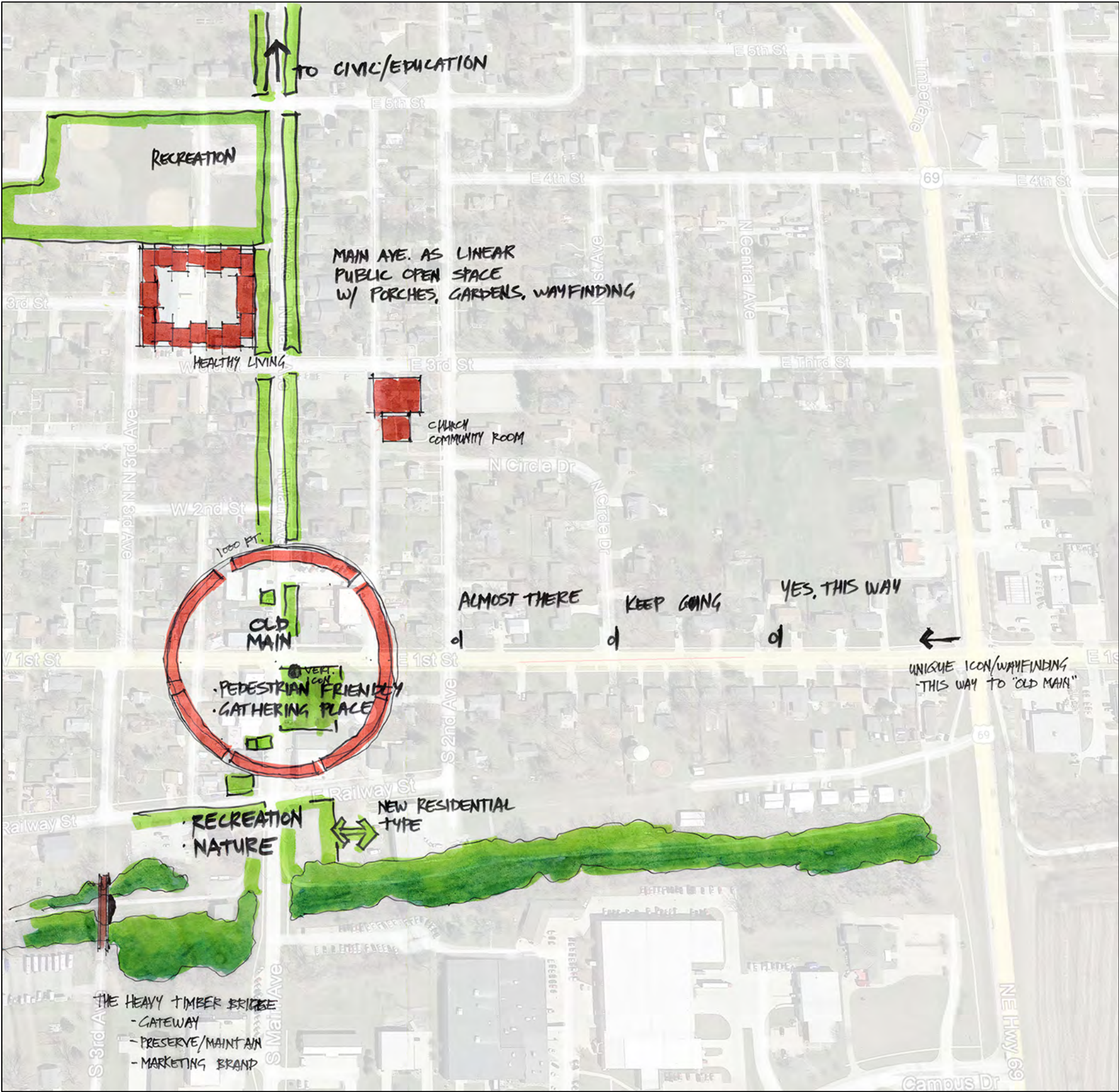


VISION & REDEVELOPMENT

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

Action Steps:

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





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

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

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

Action Steps:

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



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





Action Steps:

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

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

Action Steps:

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

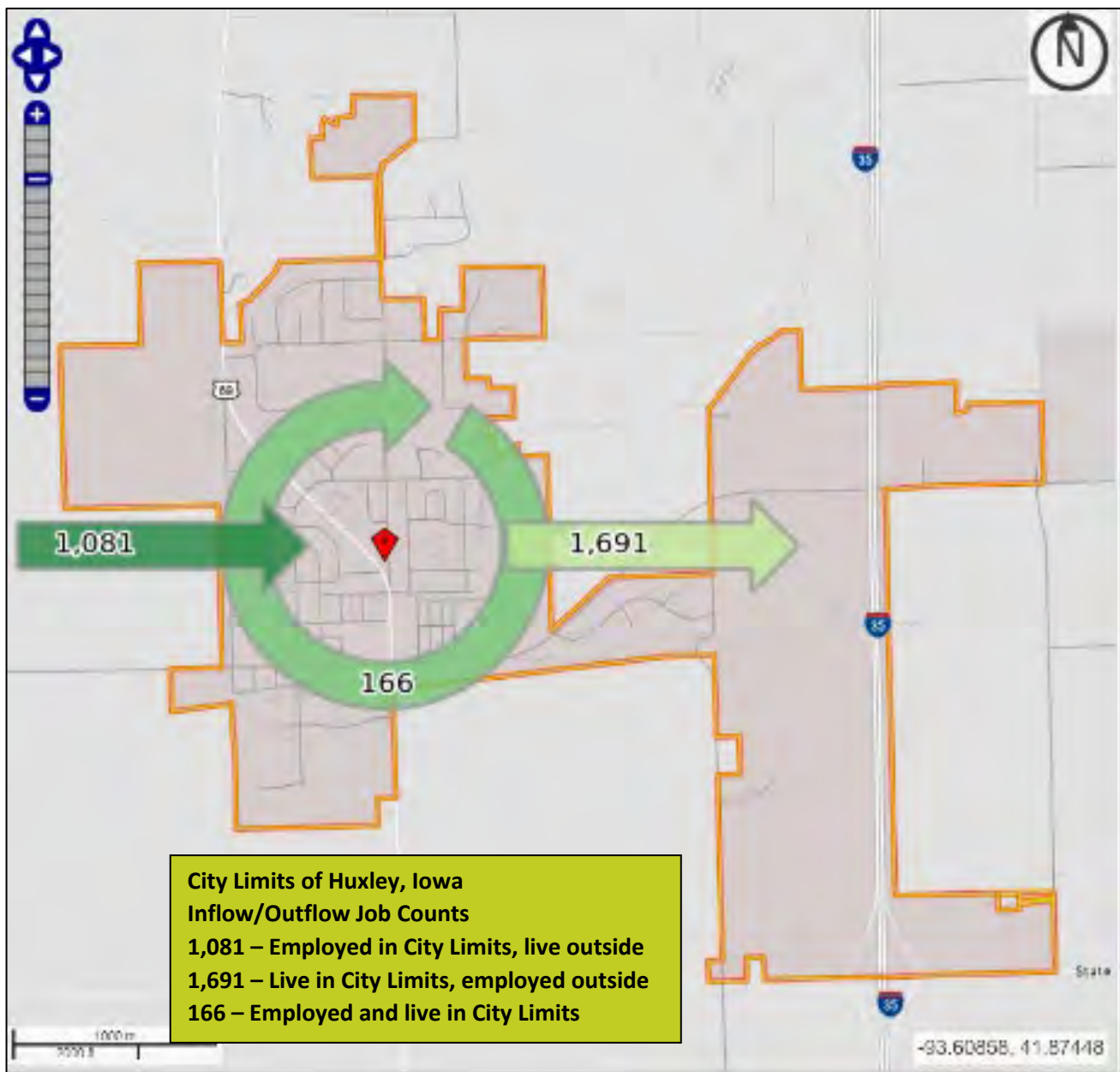
COMMUNITY ACTION

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

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

Action Steps:

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



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

\$220,000

Cost to the Community

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

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

STATE INCENTIVES:

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

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

Action Steps:

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

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



SUMMARY

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

RESOURCES:

10 Great Examples for Huxley:

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

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

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