



CITY COUNCIL MEETING NOTICE

TUESDAY JULY 26 2022, 6:00 P.M.

CITY COUNCIL CHAMBERS

AGENDA

- 1. CALL TO ORDER REGULAR MEETING: ROLL CALL**
- 2. APPROVE AGENDA AS PRESENTED AND/OR AMENDED**
- 3. PUBLIC COMMENT (5 MINUTE TIME LIMIT FOR ITEMS NOT ON THIS AGENDA)**
- 4. PUBLIC HEARINGS**
- 5. CONSENT AGENDA – *These are routine business items and will be acted upon by one Roll Call Vote without separate discussion unless a Councilmember or citizen requests an item to be removed or considered separately.***
 - a) Approve Minutes from July 12, 2022 Council Meetings
 - b) Approve Payment of Bills
 - c) Approve Resolution No. 22-067 Payment Application No. 8 Water Treatment Plant Expansion
 - d) Third Reading of Ordinance No. 524 to Increase Sanitary Sewer Rates and Authorize Mayor to Execute
 - e) Third Reading Ordinance No. 526 HWY 69 Speed Limit Change Extending 45 MPH Zone and Authorize Mayor to Execute
 - f) Approve Resolution No.22-068 Story County American Rescue Plan Act (ARPA) Contract for Water Treatment Plant Expansion and Well Field Project \$500,000 Award
- 6. BUSINESS ITEMS**
- 7. INFORMATIONAL ITEMS-DIRECTION TO CITY ADMINISTRATOR**
- 8. MAYOR AND COUNCIL REPORTS**
- 9. AUGUST 2 WORKSESSION PREVIEW: DIRECTION TO CITY ADMINISTRATOR ON ITEMS TO PREPARE**
 - FY 23 Draft Capital Improvement Plan (CIP)
 - Ames Economic Development Commission Agreement (AEDC)
 - ATV/UTV State Legislation
 - Request for Council Follow Up on 120 Acre Development Concept-HWY 69 and S. 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 July 26, 2022

SUBMITTED BY:

Rita Conner, City Administrator

SYNOPSIS:

The information below summarizes agenda items before Council for July 26, 2022. Some items are noted to be further detailed in an accompanying Council Communication

PUBLIC HEARING: N/A

CONSENT AGENDA

5d. Third and Final Reading of Ordinance No. 524 to Increase Sanitary Sewer Rates and Authorize the Mayor to Execute. Staff has included the supplemental information for this item in the packet for each of the readings, updating with any new Council requests.

5e. Third and Final Reading of Ordinance No. 526 Speed Limit Extending 45mph Zone and Authorize Mayor to Execute. PD will begin to enforce with signage provided by the Iowa DOT.

5f. Approve Resolution No. 22-068 Story County American Rescue Plan Act (ARPA) Contract for Water Treatment Plant Expansion and Well Field Project \$500,000 Award. The City of Huxley prepared application to Story County in 2021 for ARPA funds to assist with the financing of the Water Treatment Plant Expansion and Well Field. Story County has provided a contract for execution, which also includes the grant application.

BUSINESS ITEMS N/A

INFORMATIONAL ITEMS-DIRECTION TO CITY ADMINISTRATOR

NEXT MEETING: AUGUST 2, 2022 WORKSESSION

HUXLEY CITY COUNCIL MEETING MINUTES

Tuesday, July 12, 2022

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

WORK SESSION: Mayor began work session at 6:01pm. Council discussed FY23 salaries. Three different salary options were presented. Council chose option that included 1% cost of living raise along with merit increase.

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 6:12 pm.

ROLL CALL: Kuhn, Echer, Roberts, Thompson; absent - Pilcher

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

CITY STAFF PRESENT: Rita Conner – City Administrator, Jolene Lettow - City Clerk, Gerry Stoll – Police Chief

CONSULTANTS PRESENT: Amy Beattie – City Attorney/Brick Gentry, Forrest Aldrich – City Engineer/V & K Associates

PUBLIC COMMENT: Group of residents presented council with petition to authorize use of ATV/UTV's in Huxley city limits. Police Chief, Gerry Stoll, informed residents that he was working with County Attorney on the language for new law.

CONSENT AGENDA: Motion by Roberts, second by Echer to Approve Consent Agenda Items as Listed:

- a. Approve Minutes from June 28, 2022 Council Meetings
- b. Approve Payment of Bills
- c. Approve Resolution No. 22-065 Payment Applications No. 2 & 3 Manatt's Street Rehabilitation Projects
- d. Motion to Approve Alcohol Permit for Casey's
- e. Motion to Approve Offer of Employment and Starting Salary for Deputy City Clerk

CLAIMS:

AFLAC	AFLAC	216.96
ALLIANT ENERGY	JUNE 2022 ENERGY BILL	12,160.26
ARNOLD MOTOR SUPPLY	55 GAL DRUM 15W40	1,004.17
BAKER & TAYLOR ENTERTAINME	BAKER & TAYLOR ENTERTAINMENT	684.41
BOUND TREE MEDICAL	BP CUFF REPLACEMENT	355.53
BROWN SUPPLY CO. INC.	MARKING PAINT/GREEN FLAGS	180.00
BUD'S AUTO REPAIR INC	TIRE REPAIR 2021 INTERCEPTOR	30.89
CENTRAL IOWA LAWN & LANDSC	BLADES/ BRAKE CABLE	140.36
CENTRAL IOWA REGIONAL TRAN	FY 2023 CIRTPA ASSESSMENT	552.00
COMPASS MINERALS AMERICA	ROCK SALT/FUEL	7,859.10
CONLEY'S TRUCKING, INC.	DIRT-BALL FEILDS	1,403.05
DELTA DENTAL PLAN OF IOWA	DENTAL INSURANCE	1,410.90
DEMCO INC.	BOOK PROCESSING SUPPLIES	231.26
DEZURIK, INC.	BYPASS PLUG VALVE	1,408.64
DOLLAR GENERAL-REGIONS 410	LIBRARY POLICE	38.20
E- EQUIPMENT SOLUTIONS LLC	SOLENOID	295.61
EBS	MEDICAL INSURANCE	18,477.57
EDWARD JONES	IRA	125.00
FIDELITY SECURITY LIFE	VISION INS	295.78
GANNETT HOLDINGS - CENTRAL	AMES TRIBUNE POSTINGS MAY	543.86
GARBAGE GUYS	CITY TRASH PICK UP	760.00
GERALD CALIGIURI	REIMB-BUSINESS CARDS	33.69
GREAT-WEST LIFE & ANNUITY	DEFERRED COMPENSATION	273.08
HAWKINS, INC.	TREATMENT CHEMICALS	2,912.76
HEARTLAND CONSTRUCTION EQU	PET OIL	63.50
HOKEL MACHINE SUPPLY	HOKEL MACHINE SUPPLY	276.17
HUXLEY COMMUNICATIONS COOP	PHONE AND INTERNET	1,531.51
I-80 CONCRETE	3.25 YRDS C4 CON E5TH/HWY 69	571.25
INTERNAL REVENUE SERVICE	FED WITHOLDING TAX	26,686.87
IOWA DEPARTMENT OF PUBLIC	NCIC SUBSCRIPTION	600.00
IOWA DOT	TRASH BAGS/ENGINE OIL	172.56
IOWA DOT	GOJO CLEANER/TRASH BAGS/	356.00
IOWA I.A.I.	IAI CONFERNCE JOE&MATT	150.00
IOWA LAW ENFORCEMENT ACADE	FIREARMS INSTRUCTOR RECERTG.C.	175.00
IOWA LEAGUE OF CITIES	MEMBER DUES 22/23	2,305.00

IOWA MUN. WORKERS' COMP. A	WORK COMP PREMIUM 22-23	7,521.00
IOWA ONE CALL	LOCATES	113.40
IOWA PRISON INDUSTRIES	STREET MARKER SIGNS/SNOW ROUTE	176.01
IOWA STATE UNIVERSITY	PARTY IN THE PARK PROGRAM	200.00
IPERS	IPERS	17,548.86
JEREMY J. ARENDS	MAY RECONCILIATION	80.00
JERICO SERVICES INC	DUST SUPPRESSION CENT.PARK	906.75
JOHN DEERE FINANCIAL	8X8 WOOD POST	69.98
KEMPKER'S TRUE VALUE AND R	JUNE KEMPKERS BILL	454.57
KEYSTONE LABORATORIES	LAB TESTS/WASTE & WATER	310.00
LIFESTYLE OFFROAD	COUNCIL WALL DECAL	475.00
LINCOLN FINANCIAL GROUP	DISABILITY INSURANCE	1,293.57
LISA WHEELER	INSURANCE REIMBERSEMENT	408.56
MANATTS	WATER EXPANSION	65,349.55
MARCO TECHNOLOGIES LLC	CITY HALL PRINTER	306.75
MCFARLAND CLINIC	FUGRAD-MED DIR. PAYMENT	1,000.00
MID-IOWA OCCUPATIONAL TEST	DOT DRUG TESTING	140.00
MIDWEST ALARM SERVICES	ALARM BATTERY REPLACEMENT	37.08
MIDWEST TAPE	DIGITAL LIBRARY ADVANCED PAY	5,000.00
MISCELLANEOUS VENDOR	HAAS, KAY ANN :US REFUND	698.02
MUNICIPAL SUPPLY	DEER CREEK- FLANGE	230.40
ORTON HOMES LLC	535 WALNUT DR	1,000.00
OUTDOOR ENVISIONS	PLAYMAT B MULCH	91.80
OXEN TECHNOLOGY	MIRCOSOF 365/ MONTHLY FEE	687.08
PITTS LAWN AND TREE SERVIC	TREE REMVAL 103 S 3RD	1,000.00
PREMIER	PRINTER USAGE	149.86
RACOM	ANTENNAS FOR RADIOS	180.00
REDWOOD BUILDERS, LLC	DEPOSIT REFUND 510 PRAIRIE VIE	1,000.00
REESE ELECTRIC	PRESSURE WASHER REPAIR	600.00
RELIANT FIRE APPARATUS	TRUCK SERVICE-106 806 206 506	7,320.26
SAFE BUILDING COMPLIANCE &	INSPECTIONS	19,058.82
SHAFFER'S AUTO BODY CO INC	2016 EXPLORER ACCIEDNT REPAIR	3,200.78
STAPLES BUSINESS CREDIT	OFFICE SUPPLIES JUNE 2022	208.81
STAR EQUIPMENT LTD.	FLOATS/2250 LBS TAR	2,449.69
STOLL, GERALD	REIMBS-POSTAGE	16.10
SUBSURFACE SOLUTIONS	LOCATOR BAG/BATTERY PACK	4,740.37
SYNCB/AMAZON	BOOKS/INK/SUMMER PROGRAM	536.17
TASC	FLEX BENEFIT PLANS	1,549.92
TASC - CLIENT INVOICES	FSA ADMIN FEES8/22	69.82
TRANSPORTATION ACCESSORIES	AMBULANCE ELECTRONICS NODE	1,250.00
TREASURER, STATE OF IOWA	STATE WITHHOLDING	4,567.00
U.S. CELLULAR	JULY AMBULANCE CELL PHONE	94.15
USA BLUEBOOK	WATER CHIMCALS	4,269.65
VAN WALL	AIR FILTER/BF MM PICK TINES	154.60
VAN WALL EQUIPMENT	2 WHEELS-JD MOWER	1,480.00
VAN WERT COMPANY	T-10 METER	464.00
VEENSTRA & KIMM, INC.	DEERWOOD DR/E FIRST ST	23,049.85
VERIZON WIRELESS	PUBLIC WORKS PHONES	607.48
WINDSTREAM IOWA COMMUNICAT	DISPATCH PHONE	168.82
WOODRUFF CONSTRUCTION, LLC	WATER EXPANSION PAYMENT #7	1,463,776.27
ZIEGLER INC	COOLANT HOSE/ FILTERS	325.54

	REVENUES	EXPENSES
001 GENERAL FUND	21,250.94	94,729.98
002 LIBRARY	1066.75	6,514.02
003 RECREATION	8,765.75	14,228.06
004 FIRE AND RESCUE	13,137.53	15,315.10
014 AMBULANCE	504.88	9,087.25
110 ROAD USE TAX	25.00	11,069.11
124 LMI		1,831.59
125 TIF		2,625.00
319 RECREATION EQUIP		159.98
340 TRAIL PAVING PROJECT		42,402.00
600 WATER UTILITY	78,554.96	22,474.11
610 SEWER UTILITY	68,696.29	21,077.86
* PAYROLL EXPENSE		60,343.87
GRAND TOTAL	\$192,002.10	\$241,514.06

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

BUSINESS ITEMS:

Motion – Roberts, second – Echer on Resolution No. 22-057 to Approve FY23 Salaries. Council approved 1% cost of living plus merit increase. Roll Call: Roberts, Echer, Kuhn, Thompson voted yes. Motion carried.

Motion – Echer, second – Thompson on Second Reading of Ordinance 524 to Increase Sewer Rates. Roll Call: Kuhn, Echer, Thompson, Roberts voted yes. Motion carried.

Motion – Roberts, second – Thompson on Second Reading of Ordinance No. 526 Hwy. 69 Speed Limit Change Extending 45 mph Zone. DOT recommended extension of speed limit. Roll Call: Kuhn, Thompson, Echer, Roberts voted yes. Motion carried.

Motion - Echer, second – Roberts to Approve Resolution No. 22-066 for Phase I and II of Site Plan for Ankeny Lawn & Landscaping in Blue Sky Commons. Certificate of Occupancy Permit must be reviewed annually to guarantee phases are being completed. Roll Call: Kuhn, Thompson, Echer, Roberts voted yes. Motion carried.

Motion – Roberts, second – Echer to TABLE Approval of Annual Agreement with Ames Economic Development Commission. Council to review and discuss at future work session.

ADJOURNMENT: Motion – Kuhn, second – Roberts to adjourn meeting at 6:56pm. 4 ayes, 0 nays. Motion carried.

Submitted by: Jolene R. Lettow, City Clerk

ACCOUNTS PAYABLE**7/26/2022**

VENDOR		AMOUNT
ALEX GREENFIELD	BOOT CAMP INSTRUCTOR	\$ 110.00
ANNA DEHAMER	INSTRUCTOR REVENUE	\$ 2,317.50
ARNOLD MOTOR SUPPLY	DEF, OIL FILTER/'03 CHEVY	\$ 822.60
BOUND TREE MEDICAL	MEDICAL GLOVES	\$ 291.54
BRICK GENTRY P.C.	MUNICIPAL, POLICE, NUISANCE	\$ 2,575.00
CARDMEMBER SERVICES	CREDIT CARD PAYMENT	\$ 4,720.93
CAROLYN MAI	FAREWAY REIMBERSEMENT	\$ 36.53
CENTRAL IOWA LAWN & LANDSCAPE	IGNITION SWITCH	\$ 14.56
CENTRAL IOWA TOWING & RECOVERY	TOW FOR 606	\$ 176.25
CHAVARRIA, MICHELLE	REFUND FOR SOCCER	\$ 47.00
CLARKE MOSQUITO CONTROL	2ND PAYMENT FOR MOSQUITO SPRAY	\$ 2,940.00
CONSUMERS ENERGY	ENERGY BILL	\$ 10,075.01
DAVID WILCOX	BOOT CAMP INSTRUCTOR JUNE	\$ 135.00
DIGITAL ALLY	BODY CAM 1ST YEAR PAYMENT	\$ 5,302.92
DOLLAR GENERAL-REGIONS 410526	PROGRAM SUPPLIES	\$ 25.40
FJELLAND, MATT	YOUTH TENNIS INSTRUCTOR	\$ 1,813.02
GANNETT HOLDINGS - CENTRAL	LEGALS PRINTING	\$ 585.94
GENESIS HOMES OF IOWA LLC	PERMIT REFUND	\$ 1,000.00
HEARTLAND CO-OP	SUMMER FILL PARKS	\$ 63.50
HEARTLAND DOOR AND FRAME, INC	PANIC DOOR INSTALL CITY HALL	\$ 1,017.74
INROADS, LLC	PAVING CENTENIAL	\$ 42,402.00
INTEGRATED PRINT SOLUTIONS	B-BALL CHAMPIONSHIP SHIRTS	\$ 195.00
IOWA DEPARTMENT OF NATURAL RES	WATER SUPPLY OPERATIONS FEE23	\$ 467.45
JOHN DEERE FINANCIAL	DEHUMIDIFIER	\$ 169.99
KEN'S APPLIANCE	WASHER/DRYER 3 YR WARRANTY	\$ 2,678.16
LEXIPOL LLC	ANNUAL POLICE TRAINING	\$ 5,050.96
LIFESTYLE OFFROAD	COUNCIL CHAMBERS WINDOW COVER	\$ 950.00
MARCO, INC.	COPIES	\$ 11.54
MENARDS- Ankeny	3/4' SDS MAX DRILLBIT	\$ 47.98
MENARDS - AMES	ELECTRICAL, AIRLESS PAINT SPRAYER, TARP	\$ 716.25
METERING & TECHNOLOGY SOLUTION	BARE METERS/HRE METERS	\$ 3,463.90
MONROE, GINGER	PARK SHELTER REFUND	\$ 25.00
MUNICIPAL SUPPLY	OMNI COMP-CAR WASH	\$ 355.50
NEW CENTURY FS INC	FUEL JUNE 20 2022	\$ 4,584.85
NORTHLAND SECURITIES, INC.	ANNUAL CONSULATING/REVUNE REPORT	\$ 2,625.00
ORTON HOMES LLC	PERMIT REFUND	\$ 1,000.00
OXEN TECHNOLOGY	EMAIL/MICROSOFT 365	\$ 191.50
RACOM	RADIO SERVICE CONTRACT ANNUAL	\$ 1,620.00
STATE HYGIENIC LABORATORY	BAC-T SAMPLES-TOWER	\$ 54.00
STORY COUNTY ANIMAL CONTROL &	6/24/22 ANIMAL INCIDENT	\$ 47.00
STORY COUNTY SHERIFF'S OFFICE	1ST QUARTER PAYMENT DISPATCH	\$ 8,151.64
SYNCB/AMAZON	BOOKS/DVD'S/PROGRAMS	\$ 608.35
TONYA BECKER	TRX FUSION CLASSES	\$ 105.00
TRENT MEINERS	PARADE CANDY SLATER	\$ 75.50
U.S. BANK EQUIPMENT FINANCE	PRINTER COPIER LEASE	\$ 104.92
USA BLUEBOOK	WATER CHEMICALS	\$ 3,307.98

ACCOUNTS PAYABLE**7/26/2022**

VAN WALL EQUIPMENT	MOWER BLADES/SCREWS	\$	360.82
VERIZON WIRELESS	PUBLIC WORKS CELL PHONE	\$	366.69
WINDSTREAM IOWA COMMUNICATIONS	DISPATCH PHONE JULY	\$	84.41
ZIEGLER INC	AUTO SHUT DW	\$	224.79
Total			\$114,116.62

COUNCIL COMMUNICATION

AGENDA HEADING:

Approving Payment Application No. 8 for the Water Treatment Plant Improvements Project

SUBMITTED BY:

Rita Conner, City Administrator; Forrest Aldrich P.E., City Engineer

SYNOPSIS:

Veenstra and Kimm, Inc (Forrest Aldrich, P.E., 3000 Westown Parkway West Des Moines, Iowa 50266) has submitted pay application No.8 from Woodruff Construction (1920 Philadelphia Street\ Ames, Iowa 50010) in the amount of \$398,536.40 for work completed from June 1, 2022 to June 30, 2022 on the Water Treatment Plant Improvements Project.

Additional information is below and in the attachments.

FISCAL IMPACT:

Amount: \$ 398,536.40

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

ADDITIONAL INFORMATION: YES

Payment Application No.8 is summarized below:

- An additional 5% of the General Conditions items;
- Excavation for building footings;
- Installation of plumbing and electrical items;
- Concrete for building footings and floor slab;
- Access Hatches installed on the detention tank.

Additional information provided by V & K's resident reviewer regarding the specific work performed during this time period:

- Earth backfill, compaction and approved testing completed for the north building addition completed.
- Installation and compaction of rock sub grade of equipment pads completed.
- Forming, reinforcement steel and pouring of equipment pads in north addition completed.
- All under floor electrical conduits to power and control panels in north building addition completed.
- Installation of all floor drains and clean-outs to sump pits areas of north building addition tested and completed.
- Install of all footing and piers for steel columns and pipe support columns completed.
- Final rock sub grade, perimeter insulation, vapor barrier and wire mesh installed of the remaining portion of floor on north building addition.

COUNCIL COMMUNICATION

- Concrete pour, control joints completed and cure applied for north building addition.
- Additional silt fence and silt socks installed on job site.
- Excavation and soil testing completed for the south building additions.

PREVIOUS COUNCIL ACTION(S): YES

- | | |
|---------------------|--|
| • October 12, 2021 | Council Approved Notice to Proceed, Contract and Bonds |
| • December 14, 2021 | Council Approved Payment Application No. 1 |
| • January 11, 2022 | Council Approved Payment Application No. 2 |
| • February 8, 2022 | Council Approved Payment Application No. 3 |
| • March 8, 2022 | Council Approved Payment Application No. 4 |
| • April 12, 2022 | Council Approved Payment Application No. 5 |
| • May 10, 2022 | Council Approved Payment Application No.6 |
| • June 14, 2022 | Council Approve Payment Application No. 7 |

RECOMMENDATION: APPROVAL

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

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

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

RESOLUTION NO. 22-067

**RESOLUTION APPROVING PAYMENT APPLICATION NO. 8 FOR THE
WATER TREATMENT PLANT IMPROVEMENTS PROJECT**

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

WHEREAS, Veenstra & Kimm, Inc. has reviewed the eighth payment application in the amount of \$398,536.40 and recommend payment.

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

Payment No. 8 in the amount of \$398,536.40 is hereby approved.

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

PASSED, ADOPTED AND APPROVED this 26th day of July 2022.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 22-067** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 26th day of July 2022

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk

**VEENSTRA & KIMM, INC.**3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-255-8000 • 515-225-7848(FAX) 800-241-8000(WATS)**PAY ESTIMATE NO. 8**

Date: July 5, 2022

Project Title	Water Treatment Plant Improvements		Contractor	Woodruff Construction
	Huxley, Iowa			1920 Philadelphia St. #102
				Ames, Iowa 50010
Orig. Contract Amount & Date	\$10,995,400.00	October 12, 2021	Pay Period	June 1, 2022 to June 30, 2022

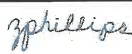

BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
01000	Bonds & Insurance	LS	xxxx	\$ 303,585.00	\$ 303,585.00	100%	\$303,585.00
01000	General Conditions	LS	xxxx	\$ 661,000.00	\$ 661,000.00	40%	\$264,400.00
02050	Demolition & Modifications	LS	xxxx	\$ 74,228.00	\$ 74,228.00		\$0.00
02200	Earthwork, Excavation & Backfill	LS	xxxx	\$ 328,700.00	\$ 328,700.00	68%	\$223,516.00
02520	Pavement & Sidewalks	LS	xxxx	\$ 84,400.00	\$ 84,400.00		\$0.00
02610	Buried Piping & Site Utilities	LS	xxxx	\$ 679,470.00	\$ 679,470.00	86%	\$584,344.20
02830	Chain Link Fencing, Gates	LS	xxxx	\$ 35,500.00	\$ 35,500.00		\$0.00
03200	Concrete Reinforcement - Material	LS	xxxx	\$ 109,067.00	\$ 109,067.00	80%	\$87,253.60
03300	Detention Tank Concrete	LS	xxxx	\$ 197,800.00	\$ 197,800.00	100%	\$197,800.00
03300	Building Concrete Foundations	LS	xxxx	\$ 137,600.00	\$ 137,600.00	89%	\$122,000.00
03300	Building Concrete Sog	LS	xxxx	\$ 89,300.00	\$ 89,300.00	89%	\$79,477.00
03300	Ground Storage Tank Concrete	LS	xxxx	\$ 75,200.00	\$ 75,200.00		\$0.00
03300	Concrete Equipment & Housekeeping Pads	LS	xxxx	\$ 68,600.00	\$ 68,600.00	88%	\$60,368.00
03421	Precast Concrete	LS	xxxx	\$ 145,800.00	\$ 145,800.00		\$0.00
04200	Masonry	LS	xxxx	\$ 334,900.00	\$ 334,900.00		\$0.00
05120	Structural Steel & Metal Fabrications	LS	xxxx	\$ 182,500.00	\$ 182,500.00		\$0.00
06100	Rough Carpentry	LS	xxxx	\$ 7,200.00	\$ 7,200.00		\$0.00
06250	Cabinets, Countertops & Furniture	LS	xxxx	\$ 25,000.00	\$ 25,000.00		\$0.00
07110	Damproofing	LS	xxxx	\$ 8,050.00	\$ 8,050.00	100%	\$8,050.00
07410	SS Metal Roof & Gutters	LS	xxxx	\$ 230,000.00	\$ 230,000.00		\$0.00
07900	Joint Sealers	LS	xxxx	\$ 8,500.00	\$ 8,500.00		\$0.00
07540	PVC Membrane Roofing & Metal Coping	LS	xxxx	\$ 31,400.00	\$ 31,400.00		\$0.00
08110	Steel Doors, Frames & Hardware	LS	xxxx	\$ 31,850.00	\$ 31,850.00		\$0.00
08120	Aluminum Doors, Frames & Glazing	LS	xxxx	\$ 14,300.00	\$ 14,300.00		\$0.00
08306	Access Hatches	LS	xxxx	\$ 8,700.00	\$ 8,700.00	100%	\$8,700.00
08330	Coiling Overhead Door	LS	xxxx	\$ 14,300.00	\$ 14,300.00		\$0.00
09510	Acoustical Ceilings	LS	xxxx	\$ 5,600.00	\$ 5,600.00		\$0.00
09650	Resilient Tile Flooring	LS	xxxx	\$ 8,900.00	\$ 8,900.00		\$0.00
09702	Decorative Quartz Epoxy Flooring	LS	xxxx	\$ 4,700.00	\$ 4,700.00		\$0.00
09900	Painting & Coatings	LS	xxxx	\$ 100,600.00	\$ 100,600.00		\$0.00
10400	Identifying Devices	LS	xxxx	\$ 7,500.00	\$ 7,500.00		\$0.00
10522	Fire Extinguishers	LS	xxxx	\$ 1,300.00	\$ 1,300.00		\$0.00
11200	Aerator	LS	xxxx	\$ 69,500.00	\$ 69,500.00		\$0.00
11224	Chemical Feed & Gas Disinfection Equipment	LS	xxxx	\$ 313,250.00	\$ 313,250.00		\$0.00
11320	Membrane Softening System	LS	xxxx	\$ 1,980,000.00	\$ 1,980,000.00		\$0.00
11321	Horizontal Pressure Filters	LS	xxxx	\$ 941,700.00	\$ 941,700.00		\$0.00
11405	Pumps	LS	xxxx	\$ 167,600.00	\$ 167,600.00		\$0.00
12490	Window Roller Shades	LS	xxxx	\$ 1,400.00	\$ 1,400.00		\$0.00
13200	Ground Storage Tank	LS	xxxx	\$ 728,000.00	\$ 728,000.00		\$0.00
13570	Inside Process Piping & Valves	LS	xxxx	\$ 861,500.00	\$ 861,500.00		\$0.00
14310	Hoisting Equipment	LS	xxxx	\$ 2,400.00	\$ 2,400.00		\$0.00
15400	Plumbing	LS	xxxx	\$ 128,500.00	\$ 128,500.00	57%	\$72,722.55
15600	Heating, Ventilation & Air Conditioning	LS	xxxx	\$ 163,200.00	\$ 163,200.00		\$0.00
16000	Electrical Distribution & Lighting	LS	xxxx	\$ 812,800.00	\$ 812,800.00	10%	\$85,172.00
16480	Low Voltage Motor Control Centers	LS	xxxx	\$ 145,000.00	\$ 145,000.00		\$0.00
16620	Standby Generator System	LS	xxxx	\$ 250,000.00	\$ 250,000.00		\$0.00
17100	Process Control & Instrumentation Systems	LS	xxxx	\$ 415,000.00	\$ 415,000.00		\$0.00

[illegible]

SUMMARY					
			Contract Price		Value Completed
Original Contract Price			\$10,995,400.00		\$2,097,388.35
Approved Change Order (list each)		No. 1			
		No.2			
		No. 3			
		No. 4			
Revised Contract Price			\$10,995,400.00		\$2,097,388.35
			Materials Stored		\$1,420,285.18
			Value of Completed Work and Materials Stored		\$3,517,673.53
			Less Retained Percentage (5%)		\$175,883.68
			Net Amount Due This Estimate		\$3,341,789.85
Less Estimate(s) Previously Approved		No. 1	\$319,803.25		
		No. 2	\$219,410.20		
		No. 3	\$67,944.00		
		No. 4	\$180,555.10		
		No. 5	\$281,798.50		
		No. 6	\$409,966.13		
		No. 7	\$1,463,776.27		
		No. 8			
			Total Previously Approved		\$2,943,253.45
Percent Complete	19%	Amount Due This Estimate		\$398,536.40	

The amount **\$398,536.40** is recommended for approval for payment in accordance with the terms of the Contract.

Prepared By: Woodruff Construction		Recommended By: Veenstra & Kimm, Inc.		Approved By: City of Huxley	
Signature		Digitally signed by Zach Phillips Date: 2022.07.05 15:55:30-05'00'	Signature		Signature
Title	Project Manager		Title	Project Engineer	Title
Date	7/5/2022		Date	7/5/2022	Date
					Mayor

COUNCIL COMMUNICATION

AGENDA HEADING:

Third Reading 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. Population projections for the design life of the current wastewater treatment plant was 4700 residents. The 2020 Census has the Huxley population at 4244, with additional population added in the 2 years since. 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 FY 23
- Wastewater Capital Improvement Plan 10 year

ALTERNATIVES

1. Approve the 3% annual increase in sanitary sewer rates for 2022, 2023 and 2024. Continue to evaluate and update population and growth projections.
2. Not approve the ordinance to increase sanitary sewer rates. Based on the City's wastewater utility operational costs, capital improvements over the next 10 years, and the need to plan for growth, not increasing the rate could leave the City unprepared.

COUNCIL COMMUNICATION

ADDITIONAL INFORMATION REQUESTED BY COUNCIL

Current average monthly sanitary sewer fee, per resident	\$39.33
Sanitary Sewer Rate Increase @ 3% annually for 3 years	
○ Year 1	\$40.51
○ Year 2	\$41.72
○ Year 3	\$42.97
Current average total water and sewer bill, per resident	\$78.08
Average total bill water and sewer with increase	
○ Year 1	\$79.25
○ Year 2	\$80.47
○ Year 3	\$81.72
FY 22 wastewater revenue for operations, debt, CIP, growth	\$927, 000*
*This number includes utility sales, permit fees and misc.	
Estimated projected annual wastewater revenue with increase	
○ Year 1	\$954,810
○ Year 2	\$983,454
○ Year 3	\$1,012,958

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 28, 2022

Roll Call	Aye	Nay	Absent
Tracey Roberts	<u>X</u>	___	___
Dave Kuhn	___	___	<u>___X</u>
Rory Echer	<u>X</u>	___	___
Niko Pilcher	___	<u>X</u>	___
Kevin Thompson	<u>X</u>	___	___

Second Reading July 12, 2022

Roll Call	Aye	Nay	Absent
Tracey Roberts	<u>X</u>	___	___
Dave Kuhn	<u>X</u>	___	___

Rory Echer	<u> X </u>	<u> </u>	<u> </u>
Niko Pilcher	<u> </u>	<u> </u>	<u> X </u>
Kevin Thompson	<u> X </u>	<u> </u>	<u> </u>

Third Reading July 26, 2022

Roll Call	Aye	Nay	Absent
Tracey Roberts	<u> </u>	<u> </u>	<u> </u>
Dave Kuhn	<u> </u>	<u> </u>	<u> </u>
Rory Echer	<u> </u>	<u> </u>	<u> </u>
Niko Pilcher	<u> </u>	<u> </u>	<u> </u>
Kevin Thompson	<u> </u>	<u> </u>	<u> </u>

Passed and approved by the Council of the City of Huxley, Iowa, on July 26, 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	204,976	289,235	286,731	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	522,205	615,725	631,689	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.

First Reading: June 28, 2022

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

Second Reading: July 12, 2022

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

Third Reading: July 26, 2022

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

PASSED and approved this 26th day of July 2022.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

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

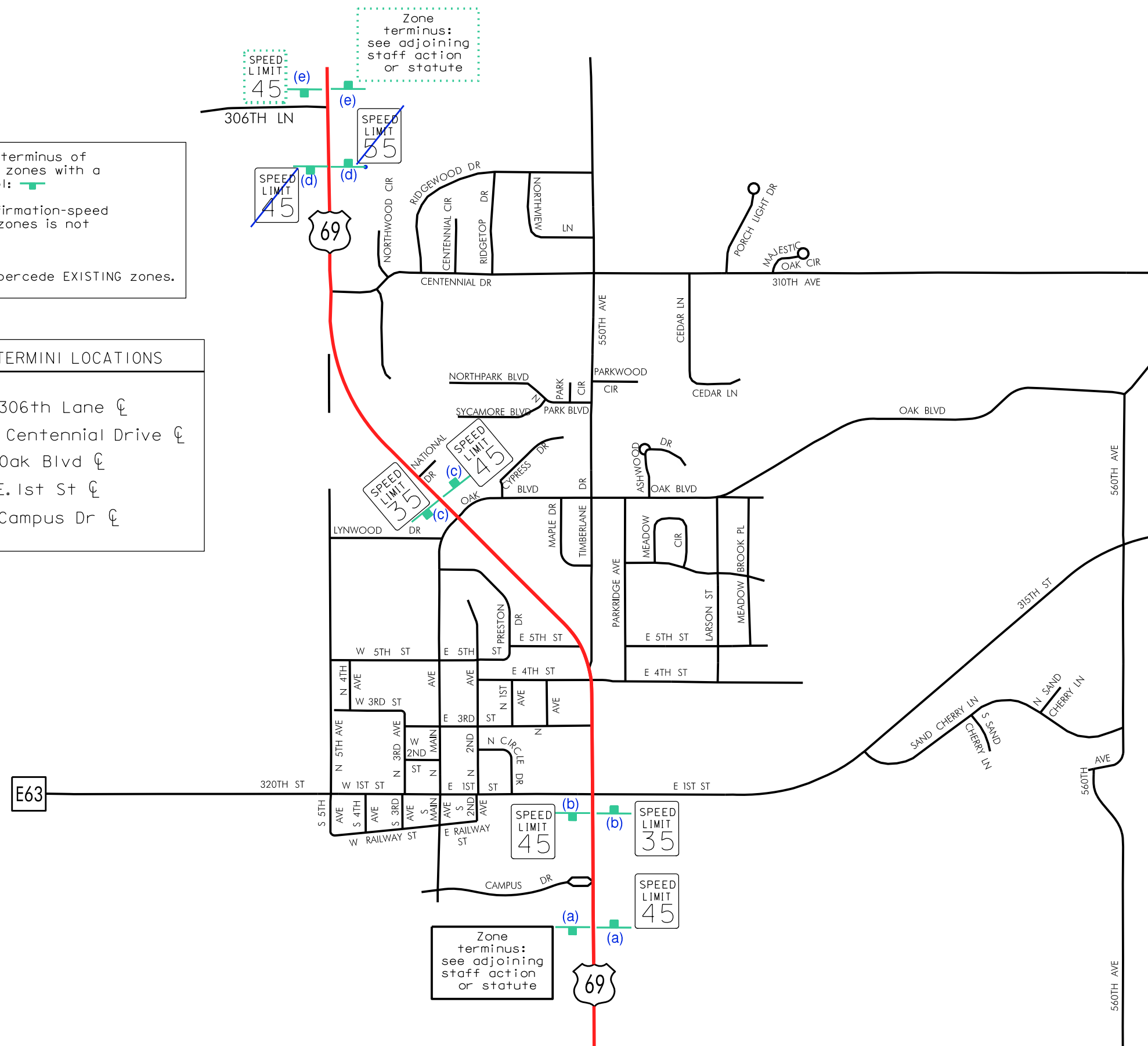
This map displays the terminus of existing and proposed zones with a single-post sign symbol: 

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

A rectangular white sign with a black border and the words "SPEED LIMIT" in black capital letters.

RESOLUTION NO. 22-068

RESOLUTION APPROVING STORY COUNTY AMERICAN RESCUE PLAN ACT (ARPA) CONTRACT FOR WATER TREATMENT PLANT EXPANSION AND WELL FIELD PROJECT \$500,000 AWARD

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

The contract provided by Story County, Iowa with the City of Huxley, Iowa, is hereby approved.

PASSED, ADOPTED AND APPROVED this 26TH day of July, 2022.

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

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 22-068** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 26TH day of July, 2022.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

**Story County, Iowa
American
Rescue Plan Act**



**Project and Program
Proposals
External Community
Organizations**

AWARD NOTIFICATION

Project ID:

18

Name of Project:

Water Treatment Plant Expansion and Well Field

Organization Name:

City of Huxley

Organization Address:

515 N Main Ave, Huxley, Iowa 50124

Official Name of Organization (to be used on contracts):

City of Huxley

Official Address of Organization (to be used on contracts):

515 N Main Ave, Huxley, Iowa 50124

Name of CEO/Individual Appointed to Sign Contracts:

Mayor Kevin Deaton

Contact Person Name, Title, Email and Phone Number:

Rita Conner, City Administrator, rconner@huxleyiowa.org, 515-597-2561 ext 200

Amount of Award

\$500,000.00

Project Summary Narrative

The funds would be utilized for a portion of the project costs to expand the City of Huxley's water treatment plant and well field.

Date of Award Notification

July 19, 2022

For Office Use Only

Date Distributed:

July 19, 2022

Via Email

*Engaging our diverse communities to responsibly provide quality
opportunities and services that matter*

Accountability | Collaboration | Environment | Equity | Inclusivity | Innovation | Wise Use of Resources

Grant Agreement
CONTRACT FOR WATER TREATMENT PLANT EXPANSION AND WELL FIELD – CITY OF HUXLEY, ARPA
SUBRECIPIENT NO. 18
Municipalities

THIS AGREEMENT (“Agreement”) is entered into by and Between Story County, an Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as “County”, and the City of Huxley, Iowa, the Municipality, a political subdivision of the State of Iowa located within the territorial boundaries of Story County, listed in the application attached hereto as Exhibit A hereinafter referred to as “Subrecipient”, whose mailing address and telephone number is 515 N Main Ave, Huxley, Iowa 50124, telephone 515-597-2561.

1. PURPOSE AND INTENT.

The purpose of the agreement is for the Subrecipient to “The funds would be utilized for a portion of the project costs to expand the City of Huxley's water treatment plant and well field” as outlined in Exhibit A and B. Funding awarded the recipient is a subaward of the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds. (All definitions from “*Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*” dated February 28, 2022, version 3.0.)

2. REPRESENTATION OF THE SUBRECIPIENT.

Recognizing that the County is relying hereon, the Subrecipient represents, as of the date of this Agreement, to follow the key principles as set out in the SLFRF and additionally as follows:

- (A) **Organization; Power, etc.** The Subrecipient is a political subdivision of the State located entirely within the geographic boundaries of the County with full legal right and power to authorize, execute, and deliver this Agreement, to receive the Grant, to undertake and implement the use of Grant funds described in the Application and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);
- (B) **Authority.** The Subrecipient has duly and validly authorized the execution and delivery of this Agreement and has or will have so authorized the execution of the Application, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Subrecipient that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Subrecipient executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Subrecipient to the terms and conditions herein.
- (C) **No Litigation.** No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Subrecipient executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence of the Subrecipient nor the title to office of any authorized representatives of the Subrecipient executing this Agreement, is being contested.

- (D) **No Conflicts.** The authorization, execution and delivery of this Agreement, and performance by the Subrecipient of the Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Subrecipient is a party or by which it or any of its properties is bound.
- (E) **SAM.gov Registration.** Subrecipient shall inform the County whether or not they are actively registered with the System for Award Management ("SAM") and confirms that the Unique Entity Identifier ("UEI") or Taxpayer Identification Number ("TINS") listed in Exhibit A is the correct number for the Subrecipient as of the date hereof. If Grantee is not registered with the System for Award Management ("SAM") they will be required to register and provide the County with their Unique Entity Identifier ("UEI") before awarded funds will be released to the Grantee.
- (F) **Binding Agreement.** This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Subrecipient, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.
- (G) **Information Submitted.** All information, reports, and other documents and data submitted to the County in connection with this Agreement (including without limitation, the Application(s) attached hereto as of the date of execution and each other Application, if any, to be later attached and made a part hereof pursuant to the terms hereof) were, at the time the same were (or will be) furnished, and are, as of the date hereof (or will be as of the date the same are furnished), true, correct and complete in all material respects.
- (H) **Ratification.** By executing this Agreement, the Subrecipient (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the Agreement and the Application attached hereto as Exhibit A as of the date hereof) and (ii) agrees that on each date, if any, that additional information is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional information).

3. GRANT INFORMATION.

- (A) **Grant Amount.** The County agrees to make and the Subrecipient agrees to accept, on the terms and conditions stated in this Agreement, one Grant in the Amount specified on the Award Letter attached as Exhibit A hereto.
- (B) **Project and Schedule**
 - a. **Grant Purpose.** The Grant is being made solely to finance the project described in the applicable Application. It is understood by Subrecipient that if funding is received to be added to an existing program, recipient must expend existing program funds prior to accessing SLFRF funds.
 - b. **Grant Expenditure Schedule.** The Grant will not pay any costs other than those incurred beginning after January 25, 2022. The final date for expending the County's SLFRF funds is December 31, 2024. If the project defined in this contract is not going to be able to utilize all funds, the Subrecipient agrees to notify the County in writing prior to June 30, 2024 so that funding may be reallocated. Therefore, all grant funds that remain unexpended as of June 30, 2024, must be returned to the County unless, by June 30, 2024, the Subrecipient submits a satisfactory plan to spend the funds by December 31, 2026.

- (C) **Grant Award Package.** In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to the County in its sole and absolute discretion).
- a. **Executed Grant Agreement.** The County shall receive a duly executed original of this Agreement.
 - b. **Expiration of Offer.** The Grant, and the obligation of the County to disburse such Grant, or any portion thereof, shall expire ninety (90) days from the date of receipt via email of the Award Letter (Exhibit A) by the Subrecipient. The County, in its sole and absolute discretion, may approve one or more extensions to the expiration of the offer of the Grant.

4. AFFIRMATIVE COVENANTS.

- (A) **Recoupment and Costs.** The Subrecipient acknowledges that it is responsible for compliance with this Agreement and all state and federal law and regulation applicable to the Grant(s) funding source and the Project. Breach of this Agreement and/or failure to comply with such law or regulation may result in all or a portion of the Grant becoming subject to recoupment (including, without limitation, as described in the Application). If subject to recoupment, the County will notify the Subrecipient in writing and the Subrecipient shall promptly, and in any event within 10 days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, Subrecipient shall be responsible for, and hereby agrees to prompt pay or reimburse the County for all costs incurred by the County, its employees, officers and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment, including without limitation costs of any related investigation, audit and/or collection efforts.
- (B) **Use of Disbursements.** The Subrecipient shall expend the Grant funds only for eligible costs of the Project as described in the applicable Application, subject to Section 3 hereof. The Subrecipient shall be responsible for compliance with, and shall comply in all material respects with, all applicable federal, state and local law and regulations, whether or not such law or regulations are expressly referenced herein.
- (C) **Reporting and Compliance with Laws.** The Subrecipient shall comply with all reporting requirements set forth in Schedule A hereto. In addition, the Subrecipient agrees that the Project shall be constructed or undertaken and shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Subrecipient covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.
- (D) **Additional Project Funding.** The Subrecipient shall ensure that adequate funding is in place to complete each Project. In the event that any Grant, alone, is for any reason insufficient to complete the applicable Project, the Subrecipient will obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of each such Project.
- (E) **Indemnification.** To the fullest extent permitted by law, the Subrecipient agrees to indemnify and hold harmless the County and all of its employees, officers, and agents (collectively, "Indemnified Persons") from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorneys', accountants' and other professionals' fees and expenses, litigation and court costs and expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts

payable by an Indemnified Person relating to or arising out of (i) the actual or alleged failure of the Subrecipient to comply with the terms of this Agreement or with any other requirement or condition applicable to the federal grant with which any Grant is funded or (ii) the operation or undertaking of each Project; provided that no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person. Such indemnification includes, but is not limited to, costs arising from third-party claims.

The provisions of this Section shall survive the termination of this Agreement, and the obligations of the Subrecipient hereunder shall apply to losses or claims whether asserted prior to or after the termination of this Agreement. In the event of failure by the Subrecipient to observe the covenants, conditions and agreements contained in this Section, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Subrecipient under this Section. The obligations of the Subrecipient under this Section shall not be affected by any assignment or other transfer by the County of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by the Subrecipient to indemnify any Indemnified Person.

- (F) **Recordkeeping.** The Subrecipient shall maintain accounts and records with respect to the Project and Grant in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Subrecipient shall keep and maintain all financial records and supporting documentation related to the Project and Grant for a period of seven years after all Grant proceeds have been expended or returned to the County. Wherever practicable, Subrecipient shall collect, transmit, and store such records in open and machine-readable formats. Subrecipient agrees to make such records available to the County or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Subrecipient agrees to make such accounts and records available for on-site inspection during regular business hours of the Subrecipient and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this agreement.

The Subrecipient shall permit the County or any party designated by it upon reasonable prior notice to the Subrecipient to examine, visit and inspect the Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Subrecipient pertaining to the Project and/or the Grant.

- (G) **Single-Audit.** The Subrecipient acknowledges that by accepting the Grant, it is a sub-recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended (the "SAA"). The Subrecipient further acknowledges that to the extent it expends an aggregate of \$750,000 in federal awards (including, but not limited to the Grant(s)) in a fiscal year, it will be subject to an audit under the SAA and its implementing regulations at 2 CFR Part 200, Subpart F.

- (H) **Performance Measures.** As defined in Exhibit C, Subrecipient acknowledges the applicability of performance measures and that funding is contingent on ongoing compliance with the performance measures.

5. **TERMINATION AND REMEDIES.** This agreement is effective on the ____ day of _____, 20__.

(A) **Termination.**

- a. **Termination by the County.** The County, in its sole and absolute discretion, may terminate this Agreement or any one or more Grants hereunder:
 - i. if the Subrecipient has breached any provision of this Agreement (including without limitation reporting requirements in Schedule A hereto) or has failed to comply with any applicable state or federal law or regulation applicable to any Project and/or any Grant; or
 - ii. if any representation or warranty made by the Subrecipient in any Application, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.
- b. **Notice of Termination.** The County shall provide the Subrecipient with written notice of termination of this Agreement or any one or more Grants, setting forth the reason(s) for termination. The termination of this Agreement or any one or more Grants shall be effective as of the date such notice of termination is sent by the County. The County may terminate this agreement without penalty to the County, at any time, without cause, by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination.
- c. **Effect of Termination.** Upon termination of this Agreement or any Grant, the Subrecipient shall reimburse the County for all costs and disbursements of the Grant(s) terminated on a schedule to be negotiated in good faith between the County and the Subrecipient, but in no event more than 60 days from the date of such termination.

(B) **Term.** This Agreement shall remain in effect until one of the following events has occurred:

- a. The Subrecipient and the County replace this Agreement with another written agreement;
- b. All of the Subrecipient's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements of the Grant(s); or
- c. This Agreement has been terminated pursuant to the provisions of Section 5.A hereof.

6. **MISCELLANEOUS.**

(A) **Notices.** All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered,

- a. in the case of the County, to Leanne A. Harter, County Outreach and Special Projects Manager, Story County Administration, 900 6th Street, Nevada, Iowa 50201, and
- b. in the case of the Subrecipient, to the address specified in this Agreement; or
- c. as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

- (B) **No Waiver.** No failure or forbearance on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.
- (C) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Subrecipient and the County and their respective successors and assigns, except that the Subrecipient may not assign or transfer its rights or obligations hereunder without the prior written consent of the County.
- (D) **Complete Agreement; Waivers and Amendments.** All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Subrecipient and the County unless otherwise specified in this Agreement. At the date of execution hereof, one Application is attached hereto as Exhibit B and made a part hereof. From time to time after the date hereof, the Subrecipient may apply for, and the Subrecipient may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall become a part of new Agreement. The parties understand and agree that this Agreement and Application attached hereto, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.
- (E) **Headings.** The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.
- (F) **Severability.** If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.
- (G) **Further Assurances.** Subrecipient agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.
- (H) **Third-Party Beneficiaries.** This Agreement is exclusively between the County and the Subrecipient, and does not nor is intended to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The County is not obligated to disburse grant funds on any contract, or otherwise, between the Subrecipient and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Subrecipient. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the Subrecipient and the Indemnified Persons.
- (I) **Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and

the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public 6.

7. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL.

This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree with all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa, with venue in Story County District Court. The parties hereby waive removal of any issue hereunder to the federal courts.

[Remainder of page intentionally left blank; signature page follows.]

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

STORY COUNTY, IOWA (County)

_____ (Subrecipient)

By:

By:

Chairperson of the Board of Supervisors

Mayor, City of _____

Dated: _____

Dated: _____

Schedule A

Reporting Requirements and Schedule

Event Reporting

The following events shall be reported promptly upon the occurrence thereof (and in any event within five business days of the occurrence thereof) to the County:

- (A) The inclusion of the Subrecipient, or any contractor or sub-recipient related to any Grant or any Project, or any employee, officer or other official of any of the foregoing, on any state or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any state or Federal department or agency.
- (B) Any criminal or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons listed in (a) for violations of state or Federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility or responsibility of such person.

On Demand Reporting

The Subrecipient shall provide such other reporting relating to each Grant and each Project as the County shall reasonably request from time to time.

Scheduled Reporting

- (A) Quarterly Reporting. Using the forms provided and, in the manner, as provided by Story County, the Subrecipient shall provide quarterly reports as of the end of each fiscal quarter. Such reports shall be delivered to the County not later than the third (3rd) business day following the end of each quarter and shall contain:
 - a. Project Status
 - i. Not started
 - ii. Completed less than 50%
 - iii. Completed 50% or more
 - iv. Completed
 - b. Obligations and Expenditures
 - i. Total Cumulative Obligations
 - ii. Total Cumulative Expenditures
 - iii. Current Period Obligations
 - iv. Current Period Expenditures
 - c. Program Income: Any program income earned and expended to cover eligible project costs, if applicable.
 - d. Project Demographic Distribution
 - i. What Impacted and/or Disproportionally Impacted population does this project primarily serve?
 - ii. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, select up to two additional populations served.
 - e. For the Applicable Expenditure Category, Subrecipient will provide mandatory performance indicators and programmatic data as follows:
 - i. Household Assistance (EC 2.1-2.8) and Housing Support (EC 3.10-3.12):
 - Number of people or households receiving eviction prevention services (including legal representation)

- Number of affordable housing units preserved or developed
 - Number of individuals/families provided food assistance
 - ii. Negative Economic Impacts (EC 1.1-3.5):
 - Number of workers enrolled in sectoral job training programs
 - Number of workers completing sectoral job training programs
 - Number of people participating in summer youth employment programs
 - iii. Education Assistance (EC 3.1-3.5):
 - Number of students participating in evidence-based tutoring programs
 - iv. Healthy Childhood Environments (EC 3.6-3.9):
 - Number of children served by childcare and early learning (pre-school/pre-K/ages 3- 5)
 - Number of families served by home visiting
 - v. Water and sewer projects (EC 5.1-5.18)
 - National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
 - Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
 - Median Household Income of service area
 - Lowest Quintile Income of the service area
 - Certification that, as of such reporting date and at all times since the previous reporting date (or if none, since the date of the Grant Agreement), the Subrecipient is and has been in full compliance with all terms of the Grant Agreement, including, without limitation, compliance with Title VI of the Civil Rights Act and all other applicable anti- discrimination laws (or a has delivered to the County in writing a full accounting of all instances on noncompliance); and
 - f. Such other items as the County shall reasonably request related to the Grant(s) and/or the Project(s) as specified in Exhibit C.
- (B) Close Out Reporting. The Subrecipient shall provide a final close-out report after the final expenditure (or return to the County) of each Grant. Such report shall be delivered to the County not later than 60 days following the quarter in which such final expenditure (or return) occurred and shall contain all such items as are reasonably requested by the County or its agents.

**Story County, Iowa
American
Rescue Plan Act**



**Project and Program
Proposals
External Community
Organizations**

AWARD NOTIFICATION

Project ID:

18

Name of Project:

Water Treatment Plant Expansion and Well Field

Organization Name:

City of Huxley

Organization Address:

515 N Main Ave, Huxley, Iowa 50124

Official Name of Organization (to be used on contracts):

City of Huxley

Official Address of Organization (to be used on contracts):

515 N Main Ave, Huxley, Iowa 50124

Name of CEO/Individual Appointed to Sign Contracts:

Mayor Kevin Deaton

Contact Person Name, Title, Email and Phone Number:

Rita Conner, City Administrator, rconner@huxleyiowa.org, 515-597-2561 ext 200

Amount of Award

\$500,000.00

Project Summary Narrative

The funds would be utilized for a portion of the project costs to expand the City of Huxley's water treatment plant and well field.

Date of Award Notification

July 19 2022

For Office Use Only

Date Distributed: July 19, 2022 Via Email

EXHIBIT B

Subrecipient Application

Subrecipient Name: City of Huxley, Iowa

Award #: 18

Award Amount:

\$500,000.00

Date Preliminary Award Acted Upon by the Story County Board of Supervisors: January 25, 2022

Application submitted by Subrecipient to Story County, Iowa follows.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

APPLICANT INFORMATION

Organization Name:

Organization Address:

Contact Person Name, Title, Email
and Phone Number:

Organization Website:

IRS Designation:

Federal Tax ID:

Is this organization under ecclesiastical or sectarian management or control, as specified in Iowa Code 331.901(5)?

Yes (Please note: funds eligibility depends on the intended use of the funds and compliance with Iowa Code requirements. Please continue completing the application and a preliminary determination of eligibility will be communicated to you upon submission.)

No

What is the intended purpose/use of the funds?

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Has applicant received previous funding from Story County?

Yes

Date and amount of last
funding receipt.

No

PROJECT/PROGRAM INFORMATION

Project/Program Name:

Project/Program Purpose:

**Requested Story
County ARPA
funding amount:**

Under which approved ARPA usage requirement does your proposed concept fall? Please check all applicable.

Support the public health response

Address negative economic impacts caused by the
public health emergency

Invest in water, sewer, and broadband infrastructure

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Can your project be fully committed (under contract) by December 2024?

Yes

No

Can your project be completed by December 2026?

Yes

No

Describe the project goals/objectives and how your proposal fulfills a public need that has been created or exacerbated by the COVID-19 pandemic. How will the project achieve these goals (what specific services will be provided)?

Describe how the success of your project/program will be evaluated and what is the desired community impact.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Who will be responsible for performing the work and achieving stated goals and objectives? How is this person qualified?

Has this proposal been approved by your Board of Directors/City Council/Applicable Entity? Please provide a date and form of approval (such as minutes or resolution).

Are you working in partnership or collaboration with other entities? If yes, identify partners/collaborators. Indicate amount of financial support and in-kind contribution.

Describe what would happen if you did not receive 100% of the requested funding from Story County.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

If this is an ongoing project, what is the sustainability plan if ARPA funding is not available to provide ongoing program/project continuity?

Describe the project/program timeline and milestones.

Describe how this project would make a significant, long-term difference in the quality of life for Story County residents.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

FINANCIAL INFORMATION

Using the attached form, attach a detailed budget of the proposed project with a description of each budget item, including the total cost of the project and the percentage of the total budget this proposal funds.

What percentage of your budget is for administrative or management fees?

Are you accessing alternative funding sources? If yes, please list sources.

Yes *Sources*

No

Is the requested funding a match for other funding? If yes, please describe.

Yes *Describe match*

No

Does your organization obtain an annual audited or reviewed financial statement? Please provide your most recent financial statement.

Is your organization required to file IRS Form 990? If yes, please provide your most recent filing.

For cities: did you apply/receive your ARPA Funds*?

Apply

Receive

Yes

Yes

No

No

*Cities must have applied for and received other ARPA Funds to be eligible to apply for funds through Story County.

STATE OF IOWA				
2020		16208500600000		
FINANCIAL REPORT		CITY OF HUXLEY		
FISCAL YEAR ENDED		515 North Main		
JUNE 30, 2020 CITY OF HUXLEY, IOWA		HUXLEY IA 50124		
DUE: December 1, 2020		POPULATION: 3317		
NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.				
ALL FUNDS				
	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes Levied on Property	1371703		1,371,703	1,372,332
Less: Uncollected Property Taxes-Levy Year	0		0	0
Net Current Property Taxes	1,371,703		1,371,703	1,372,332
Delinquent Property Taxes	0		0	0
TIF Revenues	2,605,569		2,605,569	2,489,537
Other City Taxes	557,051	0	557,051	555,146
Licenses and Permits	156,088	44,870	200,958	116,300
Use of Money and Property	65,344	0	65,344	117,135
Intergovernmental	918,854	0	918,854	808,960
Charges for Fees and Service	205,038	1,661,553	1,866,591	2,265,107
Special Assessments	1,112	0	1,112	1,000
Miscellaneous	576,493	60,454	636,947	3,326,590
Other Financing Sources, Including Transfers in	6,963,334	0	6,963,334	1,870,737
Total Revenues and Other Sources	13,420,586	1,766,877	15,187,463	12,922,844
Expenditures and Other Financing Uses				
Public Safety	974,186		974,186	1,055,039
Public Works	629,644		629,644	1,237,224
Health and Social Services	11,535		11,535	15,250
Culture and Recreation	621,405		621,405	690,061
Community and Economic Development	839,024		839,024	1,243,709
General Government	531,923		531,923	603,687
Debt Service	2,249,280		2,249,280	2,559,483
Capital Projects	2,272,550		2,272,550	2,305,306
Total Governmental Activities Expenditures	8,129,547	0	8,129,547	9,709,759
Business type activities		1,578,627	1,578,627	2,974,654
Total All Expenditures	8,129,547	1,578,627	9,708,174	12,684,413
Other Financing Uses, Including Transfers Out	3,500,678	0	3,500,678	1,870,737
Total All Expenditures/and Other Financing Uses	11,630,225	1,578,627	13,208,852	14,555,150
Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses	1,790,361	188,250	1,978,611	-1,632,306
Beginning Fund Balance July 1, 2019	3,916,949	2,241,658	6,158,607	5,018,973
Ending Fund Balance June 30, 2020	5,707,310	2,429,908	8,137,218	3,386,667
NOTE - These balances do not include the following, which were not budgeted and are not available for city operations:				
Non-budgeted Internal Service Funds		Pension Trust Funds		
Private Purpose Trust Funds		Agency Funds		
Indebtedness at June 30, 2020	Amount	Indebtedness at June 30, 2020		Amount
General Obligation Debt	14,196,000	Other Long-Term Debt		0
Revenue Debt	2,022,000	Short-Term Debt		0
TIF Revenue Debt	0			
		General Obligation Debt Limit		15,196,699

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Please use the space below for any additional information.

Additional Information:

Project Budget

Please provide a line item detailed budget for the project. Please specify whether your various match items will be cash or in-kind. **Please see example budget on the following page.**

[illegible]

CITY OF HUXLEY, IOWA

Date Prepared: 10/7/2021

Water Treatment Plant Expansion and Well No. 7 Funding Review

Prepared Based on Construction Bids Received on September 9, 2021

SCENARIO: \$600,000 Contribution from City's American Rescue Plan Dollars;
Unknown Potential Award from Story County American Rescue Plan Dollars

A B C D E

PROPOSED SOURCES and USES OF FUNDS

Description / Construction or Project Cost	Amount	Notes / Remarks
Uses of Funds		
Water Treatment Plant Bid	\$10,995,400	Assumes Woodruff Construction, Alternate A
Potential Project Deduct.*	(83,000)	Update for Generator & Glass-Lined Stor. Tank
Well No. 7 Bid	593,914	Assumes Northway Well & Pump
Subtotal	11,506,314	Construction Only
Potential Contingency	580,000	5.04% of Construction
Subtotal (Const. + Cont.)	12,086,314	Construction & Contingency
Engineering/Legal/Admin.	900,000	
TOTAL USES	\$12,986,314	

Sources of Funds		
Water Revenue Bonds	\$6,890,000	Net Water Revenue Bond Proceeds
General Obligation (GO) Bonds		[Amount to be Determined]
Subtotal - Water & GO	6,890,000	
American Rescue Plan \$	600,000	[100% of City ARPA Dollars]
American Rescue Plan \$	-	[Story County ARPA Dollars]
TOTAL SOURCES	\$7,490,000	

Current Funding Shortfall: **(\$5,496,314)** Above "Uses" Less Above "Sources"

RESOLUTION NO. 21-082

Resolution setting the date for a public hearing on a proposal to enter into a Water Revenue Improvement and Refunding Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$7,425,000

WHEREAS, the City of Huxley (the "City"), in Story County, State of Iowa, did heretofore establish a Municipal Waterworks Utility System (the "Utility") in and for the City which has continuously supplied water service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a prior resolution of the Council (the "Series 2013B Bond Resolution"), the City has heretofore issued its Water Revenue Refunding Bonds, Series 2013B, dated April 30, 2013 (the "Series 2013B Bonds") in the aggregate principal amount of \$985,000, a portion of which remain outstanding, maturing on June 1 in the year, and in such amount, and bearing interest at such rate as follows:

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>
2022	\$115,000	2.00%

; and

WHEREAS, pursuant to the Series 2013B Bond Resolution, the City reserved the right to call the Series 2013B Bonds maturing in the year 2022 (the "Callable Series 2013B Bonds") for optional early redemption on June 1, 2019, or on any date thereafter on terms of par and accrued interest; and

WHEREAS, the City now proposes to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$7,425,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) planning, designing and constructing improvements and extensions to the Utility (the "Project"); and (2) current refunding the Callable Series 2013B Bonds; and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law;

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

Section 1. This City Council shall meet on September 28, 2021, at the Council Chambers in the City, at 6 o'clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$7,425,000

(WATER REVENUE)

The City Council of the City of Huxley, Iowa, will meet on September 28, 2021, at the Council Chambers, in the City, at 6 o'clock p.m., for the purpose of instituting proceedings and taking action to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$7,425,000, for the purpose of paying the costs, to that extent, of (1) planning, designing and constructing improvements and extensions to the City's Municipal Waterworks Utility System (the "Utility"); and (2) current refunding the City's outstanding Water Revenue Refunding Bonds, Series 2013B, dated April 30, 2013.

The Loan Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation, but together with any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the Net Revenues of the Utility.

At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City Council may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

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

Jolene Lettow
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately \$10,300,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved this September 14, 2021.



Mayor

Attest:



City Clerk


....

On motion and vote, the meeting adjourned.



Mayor

Attest:



City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF STORY
CITY OF HUXLEY

SS:

I, the undersigned, City Clerk of the City of Huxley, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for a hearing on the City Council's proposal to take action in connection with a loan agreement, as referred to therein.

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



City Clerk

ORGANIZATION AND ESTABLISHMENT CERTIFICATE

STATE OF IOWA
COUNTY OF STORY
CITY OF HUXLEY

SS:

I, the undersigned City Clerk, do hereby certify that the City of Huxley is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that the City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

Kevin Deaton, Mayor
Rita Conner, City Administrator
Tolene Letlow, City Clerk/Finance Director
Jeremy Arends, City Treasurer
Dave Kuhn, Council Member/Mayor Pro Tem
Rick Peterson, Council Member
Tracey Roberts, Council Member
Nate Easter, Council Member
Greg Mueller, Council Member

I further certify that the City established the Municipal Waterworks Utility System (the "Utility") prior to January 1, 1961, and that the Utility has been in continuous operation by the City since its establishment as aforesaid in supplying water service to the City and its inhabitants.

I further certify that the management and control of the Utility are vested in the City Council of the City, and that no board of trustees exists which has any part of the control and management of such Utility.

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

Tolene Letlow
City Clerk

OUTSTANDING DEBT CERTIFICATE

STATE OF IOWA
COUNTY OF STORY
CITY OF HUXLEY

SS:

I, the undersigned, City Clerk of the City of Huxley, Iowa (the "City"), do hereby certify that the City has no bonds or other obligations of any kind now outstanding which are secured by and payable from the revenues derived from the operation of the Municipal Waterworks Utility System (the "Utility"), except as follows:

Date	Type	Principal Amount Outstanding	Maturity
04-30-2013	Water Revenue	\$115,000	06-01-2022

(Attach here a separate sheet listing any other outstanding obligations of the City secured by and payable from the revenues of the Utility excluding the proposed issue.)

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



City Clerk

PUBLICATION CERTIFICATE

(PLEASE NOTE: Please do not date and return this certificate until you have received the publisher's affidavit and have verified that the notice was published on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA
COUNTY OF STORY
CITY OF HUXLEY

SS:

I, the undersigned, City Clerk of the City of Huxley, Iowa, do hereby certify that pursuant to the resolution of its City Council fixing a date of meeting at which it is proposed to take action to enter into a Loan Agreement, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this 17th day of Sept, 2021.



City Clerk

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

Proof Of Publication in
THE AMES TRIBUNE

CITY OF HUXLEY - LEGALS
515 N MAIN STREET
HUXLEY, IA 50124

STATE OF WISCONSIN, BROWN COUNTY

I, Sarah Bertelsen, on oath depose and say
that I am the Legal Clerk of THE AMES TRIBUNE, a daily
newspaper, published at ; Ames, Story County, Iowa that the
annexed printed:

CITY OF HUXLEY - LEGALS
Water Treatment Plant Expansion

was published in said newspaper 1 time(s) in issues dated:

September 17, 2021

the last day of said publication being the
17th day of September, 2021

#1425641
NOTICE OF PROPOSED ACTION TO
INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT
AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL
AMOUNT NOT TO
EXCEED \$7,425,000
(WATER REVENUE)

The City Council of the City of Huxley, Iowa, will meet on September 28, 2021, in Council Chambers at City Hall, at 6 o'clock p.m., for the purpose of instituting proceedings and taking action to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$7,425,000, for the purpose of paying the costs, to that extent, of (1) planning, designing and constructing improvements and extensions to the City's Municipal Waterworks Utility System (the "Utility"); and (2) current refunding the City's outstanding Water Revenue Refunding Bonds, Series 2013B, dated April 30, 2013.

The Loan Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation, but together with any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the Net Revenues of the Utility.

At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City Council may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

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

Submitted by:
Jolene R. Lettow, City Clerk

Published in the Ames Tribune on
September 17, 2021 (1T)

Legal Clerk

Notary Public, State of Wisconsin, County of Brown

My commission expires

sworn to before me and subscribed in my presence by this the
17th day of September, 2021

FEE: \$29.93
AD #: 0001425641
ACCT: 34042

AMY KOKOTT
Notary Public
State of Wisconsin

MINUTES TO SET DATE FOR HEARING
ON ENTERING INTO A WATER
REVENUE IMPROVEMENT AND
REFUNDING LOAN AGREEMENT

419996-62

Huxley, Iowa

September 14, 2021

The City Council of the City of Huxley, Iowa, met on September 14, 2021, at 6:00 p.m., in the Council Chambers, in the City.

The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present: Roberts, Kuhn, Easter, Peterson

Absent: Mulder

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

Ayes: Roberts, Kuhn, Easter, Peterson

Nays: —

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out:

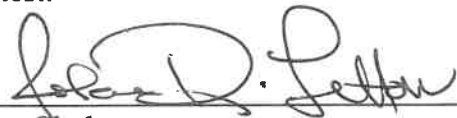
.....

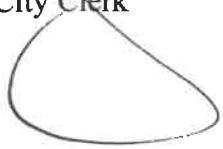
At the conclusion of the meeting, and upon motion and vote, the City Council adjourned



Mayor

Attest:



City Clerk


SOURCES AND USES OF FUNDS

* Bond 'Sizing' for City Council Review
Purpose: Review how principal amount is determined

CITY OF HUXLEY, IOWA (Water Fund) WATER REVENUE IMPROVEMENT AND REFUNDING BONDS, SERIES 2021A

Funding for Water Treatment Plant Expansion & Current Refunding 2013B Water Revenue Bonds
Assumes Standard & Poor's 'A+' Rating; Build America Mutual 'AA' Bond Insurance;
Tax Exempt, Bank Qualified; *Current Interest Rates +0.25%; Assumes \$3,410,000 of General
Obligation Bond Funding; \$0 from American Rescue Plan; ** Preliminary, Subject to Change **

Dated Date 11/30/2021
Delivery Date 11/30/2021

Sources:	Water Treatment Plant & Ground Storage	Current Refund 2013B (2022 Maturity)	Total
Bond Proceeds:			
Par Amount	7,210,000.00	115,000.00	7,325,000.00
Premium	197,369.55	1,009.70	198,379.25
	7,407,369.55	116,009.70	7,523,379.25
Other Sources of Funds:			
GO Bond Proceeds (Preliminary)	3,410,000.00		3,410,000.00
Water Fund Cash on Hand (DSRF)	91,458.82	7,041.18	98,500.00
	3,501,458.82	7,041.18	3,508,500.00
	10,908,828.37	123,050.88	11,031,879.25

Uses:	Water Treatment Plant & Ground Storage	Current Refund 2013B (2022 Maturity)	Total
Project Fund Deposits:			
Water Treatment Plant, Storage & Well Construc.	9,400,000.00		9,400,000.00
Engineering, Legal and Administrative	900,000.00		900,000.00
	10,300,000.00		10,300,000.00
Current Refunding 2013B:			
Water Revenue Bonds		115,000.00	115,000.00
Other Fund Deposits:			
Debt Service Reserve Fund (Max Ann Debt Serv)	441,451.32	7,041.18	448,492.50
Delivery Date Expenses:			
Cost of Issuance	44,400.00	1,500.00	45,900.00
Underwriter's Discount	86,520.00	1,380.00	87,900.00
Bond Insurance	32,645.67	418.16	33,063.83
	163,565.67	3,298.16	166,863.83
Other Uses of Funds:			
Rounding / Contingency	3,811.38	(2,288.46)	1,522.92
	10,908,828.37	123,050.88	11,031,879.25

RESOLUTION NO. 21-083

Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the Water Treatment Plant Improvements Project

WHEREAS, the City Council of the City of Huxley, Iowa, has heretofore given preliminary approval to the plans, specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed Water Treatment Plant Improvements Project (the "Project"), as described in the notice of hearing on the Contract Documents for the Project; and

WHEREAS, a hearing has been held on the Contract Documents on September 14, 2021;

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

Section 1. The Contract Documents referred to in the preamble hereof are hereby finally approved, and the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved September 14, 2021.



Mayor

Attest:



City Clerk

The Mayor announced that bids for the construction of the Water Treatment Plant Improvements Project had been received before 2:00 p.m., on September 9, 2021, at the City Hall, Huxley, Iowa, and that on the same day, at the same time, at the same place, such bids had been opened and read, and that this was the time and place set for the consideration of such bids.

Thereupon, the results of the bidding were reported, and Veenstra & Kimm, Inc. (the "Project Engineers") made their recommendations thereon to the City Council. The bids received for the construction of the Water Treatment Plant Improvements Project are as follows:

Name and Address of Bidder

Amount of Bid

(List here or attach a sheet listing proposals received.)



VEENSTRA & KIMM, INC.

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

BID SUMMARY

Project: Water Treatment Plant Improvements

Huxley, Iowa

Bid Date: Thursday, September 9, 2021, 2:00 P.M.

CONTRACTOR	BID BOND (x)	ADD. No. 1 (x)	ADD. No. 2 (x)	ADD. No. 3 (x)	BIDDERS STATUS FORM (x)	BASE BID	ALTERNATE A WESTECH	ALTERNATE B TONKA
Shenck Const.	X	x	x	x	X	10,321,376. ⁰⁰	790,124. ⁰⁰	623,500. ⁰⁰
Woodruff	X				X	10,053,920. ⁰⁰	941,700. ⁰⁰	981,700. ⁰⁰
BRB	X	x	x	x	X	10,994,000. ⁰⁰	966,600. ⁰⁰	1,033,100. ⁰⁰
Peterson Const.	X					10,367,000. ⁰⁰	840,000. ⁰⁰	876,000. ⁰⁰

MINUTES OF MEETING TO APPROVE
PLANS AND SPECIFICATIONS, FORM
OF CONTRACT AND ESTIMATE OF
COST AND TO CONSIDER BIDS

419996-62 (L)

Huxley, Iowa

September 14, 2021

The City Council of the City of Huxley, Iowa, met at 6:00 p.m., on September 14, 2021, in the Council Chambers, Huxley, Iowa.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: Easter, Peterson, Roberts, Kuhn

Absent: _____.

The Mayor announced that this was the time and place set for hearing on the plans and specifications, form of contract and estimate of cost for the proposed Water Treatment Plant Improvements Project.

Upon investigation, it was found that no persons had appeared and filed objections to the proposed plans, specifications, form of contract and estimate of cost for the Water Treatment Plant Improvements Project as follows:

(Insert the word “no” in the blank space above or list here the names of objectors and the types of objections, if any are filed.)

The City Council heard said objectors and evidence for or against the proposed Water Treatment Plant Improvements Project; whereupon, the Mayor declared the hearing closed.

Council Member Roberts introduced the following resolution and moved its adoption, seconded by Council Member Easter; and after due consideration thereof by the City Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: Roberts, Easter, Peterson, Kuhn

Nays: _____.

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

RESOLUTION NO. 21-085

Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the Water System Improvements – Shallow Well No. 7 Project

WHEREAS, the City Council of the City of Huxley, Iowa, has heretofore given preliminary approval to the plans, specifications, form of contract and estimate of cost (the “Contract Documents”) for the proposed Water System Improvements – Shallow Well No. 7 Project (the “Project”), as described in the notice of hearing on the Contract Documents for the Project; and

WHEREAS, a hearing has been held on the Contract Documents on September 14, 2021;

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

Section 1. The Contract Documents referred to in the preamble hereof are hereby finally approved, and the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved September 14, 2021.



Mayor

Attest:



City Clerk

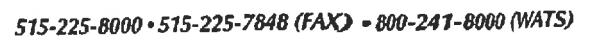
The Mayor announced that bids for the construction of the Water System Improvements – Shallow Well No. 7 Project had been received before 2:00 p.m., on September 9, 2021, at the City Hall, Huxley, Iowa, and that on the same day, at the same time, at the same place, such bids had been opened and read, and that this was the time and place set for the consideration of such bids.

Thereupon, the results of the bidding were reported, and Veenstra & Kimm, Inc. (the “Project Engineers”) made their recommendations thereon to the City Council. The bids received for the construction of the Water System Improvements – Shallow Well No. 7 Project are as follows:

Name and Address of Bidder

Amount of Bid

(List here or attach a sheet listing proposals received.)



MINUTES OF MEETING TO APPROVE
PLANS AND SPECIFICATIONS, FORM
OF CONTRACT AND ESTIMATE OF
COST AND TO CONSIDER BIDS

419996-62 (L)

Huxley, Iowa

September 14, 2021

The City Council of the City of Huxley, Iowa, met at 6:00 p.m., on September 14, 2021, in the Council Chambers, Huxley, Iowa.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: Peterson, Kuhn, Easter, Roberts

Absent: Mulder

The Mayor announced that this was the time and place set for hearing on the plans and specifications, form of contract and estimate of cost for the proposed Water System Improvements – Shallow Well No. 7 Project.

Upon investigation, it was found that no persons had appeared and filed objections to the proposed plans, specifications, form of contract and estimate of cost for the Water System Improvements – Shallow Well No. 7 Project as follows:

(Insert the word “no” in the blank space above or list here the names of objectors and the types of objections, if any are filed.)

The City Council heard said objectors and evidence for or against the proposed Water System Improvements – Shallow Well No. 7 Project; whereupon, the Mayor declared the hearing closed.

Council Member Easter introduced the following resolution and moved its adoption, seconded by Council Member Peterson; and after due consideration thereof by the City Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: Peterson, Kuhn, Easter, Roberts

Nays: _____.

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

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Checklist

This checklist is provided as a tool to assist you in the completion of your application. Remember, late and/ or incomplete applications will not be accepted. If you have questions regarding your application, please contact Sandra King at (515) 382-7200 or ARPA@storycountyiowa.gov.

(Initial each statement after reading)

Did you sign the certification page and initial all the certification statements? *KD*

If mailing your application, did you leave enough time for the post office to deliver it? Remember, postmarks will not be accepted, and late application will be disqualified. *KD*

I have reviewed and will abide by Chapter 2, Part 200 of the Code of Federal Regulation (CFR) and Title 6 of the Civil Rights Act of 1964. *KD*

I understand that interim reports on a quarterly basis to Story County will be required. In addition, a project wrap-up report is required upon completion of project. *KD*

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Certification

By signing this application, I understand and affirm that: (initial each statement after reading)

If awarded, requested funds will be used only for purposes described in this application. I understand the use of funds are subject to audit by the State Auditor.

If awarded, my organization intends to enter into a contract as required by Story County, Iowa, provide liability insurance as may be required for the duration of the contract naming Story County as an additional insured and in an amount determined by the County. In addition, my organization will provide proof of or obtain any business license, if required.

I have reviewed, and if awarded funds, will abide by all federal, state, and local procurement policies.

Grants awards will be determined by Story County in its sole discretion. Applications may be awarded for the full or a partial amount of the grant requested, or declined.

I certify that I have the legal authority of the organization represented in this application to submit this request for funding on its behalf, and I further certify that the information submitted in this application is true and correct to the best of my knowledge. I understand that Story County will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation of inaccurate information may result in a repayment of funds.

Kevin Deaton

Mayor

Print Name

Title

Signature

Date



10/8/21

**Story County, Iowa
American
Rescue Plan Act**



**Project and Program
Proposals
External Community
Organizations**

PERFORMANCE MEASURES

Project ID:

18

Name of Project:

Water Treatment Plant Expansion and Well Field

Organization Name:

City of Huxley

Performance Measures:

- On quarterly basis report on current project timeline and benchmarks
- In the past quarter, please report if the project has experienced delays, and describe the nature of the delay, how far delayed, and any changes to completion date?
- Number of new water customers

For Office Use Only

Date Distributed: July 19, 2022 Via Email



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, July, 2022

At the library, summer is all about kids and programs. Carolyn Mai ran a very successful summer reading program. Total attendance for the summer was 1650. In conjunction with Park & Rec's July Park Party, we hosted the ISU Insect Zoo with 451 visitors to their tables and exhibits.

The summer included serving the 3 local daycare centers, partnering with Boy Scout Troop 163 for programs, providing tutoring space for Raising Readers of Story County and private tutors, hosting a senior's writing class, and record number of new patrons. We also have launched a 2nd digital library for patrons, hoopla, accessible with the hoopla app and a library card number. (For several years we've offered Bridges, used with the Libby app and library card number.)

We've also seen the return of the "causal patron". Visitors using the wi-fi for work or pleasure. Families spending playtime her in addition to checking out books. Newspaper readers. Puzzles are back on the table. And of course, the regular book clubs and mahjong players continue to meet.

This week, July 18-22, our 3rd Theater Camp is in full swing producing Alice's Adventures in Wonderland. The 19 kids perform on Friday at 2:00pm.

I've also included her our annual statistical report. It's difficult to directly compare to past reports, as our circulation rules have changed to a longer check out period. But I firmly believe we are fully back to pre-covid services, statistics and more.

Cathy Van Maanen
Director of Library Services

Huxley Public Library - Annual Report

Librarian's Report to the Library Board of Trustees for fiscal year 2021-2022

NEW PATRONS REGISTERED

139	City Adult
36	City Youth
57	County or area Adult
6	County or area Youth
238	Total

CIRCULATION-Patron Report Class

1602	In-House Use
15748	Huxley Adult circulation
1855	Huxley Youth circulation
3548	Rural Story County circulation
147	Other rural circulation
5125	Other cities circulation
3493	Ballard Student circulation
363	Ballard Teacher circulation
303	Daycares
169	ILL Sent
482	Computer Mouse
33135	Total

OTHER

106	Average Daily Circulation
29021	Door Counter

686	Adult Program attendance
1152	General Interst attendance
3314	Youth Program attendance

5152 **Total Program Attendance**

CIRCULATION-Item Report Class

Print Materials:

1765	Adult Non-Fiction
5108	Adult Fiction
3149	Young Adult
1122	Juvenile Non-Fiction
5721	Juvenile Fiction
12213	Easy Books
155	Periodicals
605	ILL Received

29838 **Total Print**

Non-Print Materials

2300	DVDS
168	Audio/CDs
226	Other (kits, etc)
603	Computers

3297 **Total Non-Print**

33135 **Total of Materials Loaned**

Digital Downloads

5296	Bridges
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5296 **Total**

38431 **GRAND TOTAL**

Prepared by C. Van Maanen



To: Honorable Mayor Kevin Deaton & City Council
From: Heather Denger
Date: 7/20/2022
Re: Parks & Recreation July 2022 Department Report

3C's Update

- Membership Update

	12 Month Memberships	6 Month Memberships	3 Month Memberships	EFT Bank Memberships	Total Active Memberships
July 2022	301	61	8	62	432
July 2021	270	52	10	55	387
July 2020	338	98	11	57	504
July 2019	323	74	14	65	476
July 2018	275	60	12	72	425

- There were 1,596 total visits to the Citizens Community Center during June 2022.
- Summer Tennis Camp Session 2 is over. There were 16 participants.
- Kerrie has had 3 hump-day hallelujah so far this Summer. There are 2 more. Each has approximately 25 participants.
- Parks and Recreation is doing Prairiefest parade (Luau theme) and 5K/10K Run. Prairiefest is August 27-28th.
- We are currently taking registrations for Fall programming: Youth Soccer, CIRL Volleyball, CIRL Flag Football and NFL Flag Football.
- July party in the park was Kids Night at Centennial Park. This event was also the conclusion of the library Summer reading program. The attendance was spectacular. There were 5 food trucks, the fire department, insect zoo, inflatable, a giant slip and slide and foam cannons.
- August Party in the Park is scheduled for Thursday, August 11th 5:30-7:30pm at Railroad Park. The theme is First Responders with a focus on the Huxley community. BCPAA will be performing. HFD will be doing food as a fundraiser.

Parks & Trails Update

- Nord Kalsem building is currently getting an additional bathroom thanks to Huxley Historical Society.
- Work is being done to improve the appearance of the Centennial Park restrooms.



Parks & Recreation Board Update

- Our July Park Board Meeting was on Monday, July 11th at 6pm.
- Huxley Hustlers finished its 2nd year. This free running program for kids met Thursday nights at 6pm at Centennial Park. 105 kids registered. The last race took place as part of the July party in the park so we had many additional runners that night. Awards were given to those who participated in at least 4 of 6 nights.
- Park Board discusses motorized vehicles in parks, restroom improvements and splash pad/new restroom at Larson.
- Next Park Board Meeting is Monday, August 1 at 6pm in Council Chambers.

Tree Board Update

- Tree Board did not meet in July.
- Tree Board is working on their Fall Tree Sale this year.
- Weather has been too hot for tree transplanting.
- Next Tree Board meeting is August 15th at 6pm in Council Chambers.

Calls For Service by Nature Code

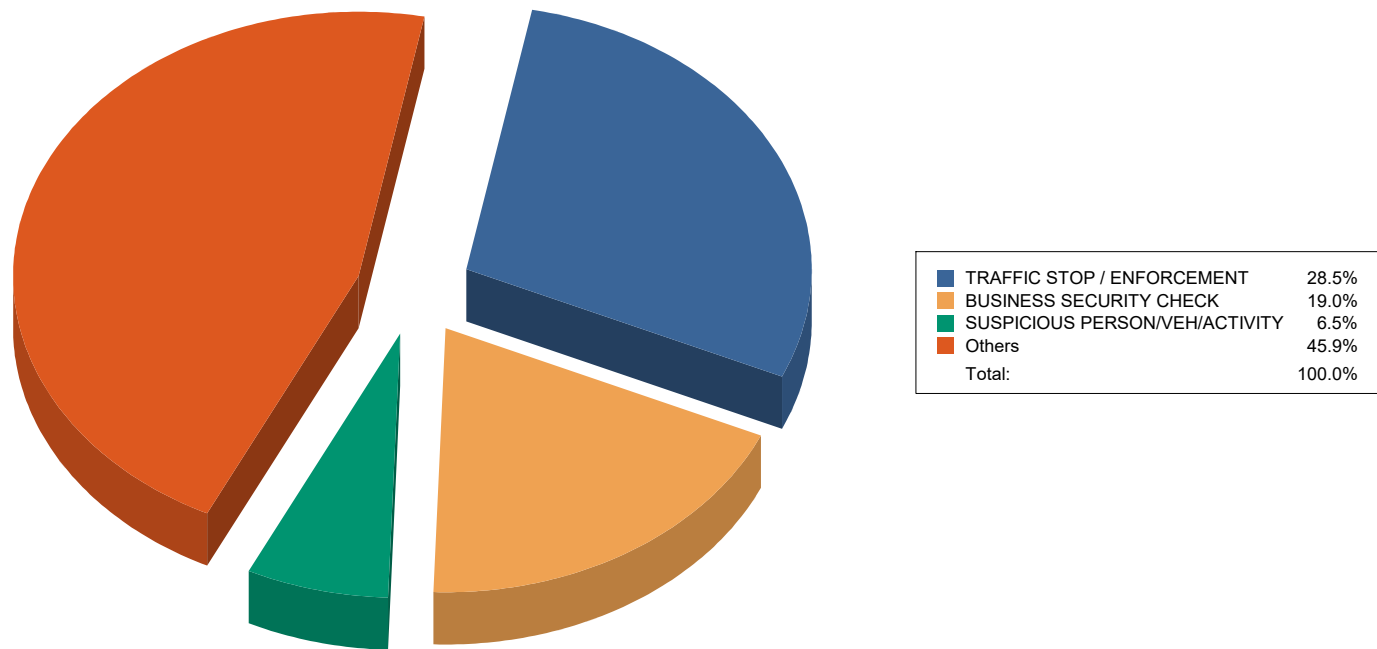
Huxley Police
6/01/22 to 6/30/22

911 HANG UP / INCOMPLETE CALL	Number of CFS:	3	Percentage of Total:	0.70%
ANIMAL CALL	Number of CFS:	20	Percentage of Total:	4.64%
ATTEMPT SUICIDE / SUICIDE	Number of CFS:	2	Percentage of Total:	0.46%
BUSINESS SECURITY CHECK	Number of CFS:	82	Percentage of Total:	19.03%
CHILD WELFARE CHECK	Number of CFS:	1	Percentage of Total:	0.23%
CITY CODE ENFORCEMENT	Number of CFS:	9	Percentage of Total:	2.09%
CIVIL MATTER	Number of CFS:	2	Percentage of Total:	0.46%
DISORDERLY CONDUCT	Number of CFS:	4	Percentage of Total:	0.93%
DISTURBANCE & NOISE PARTY	Number of CFS:	1	Percentage of Total:	0.23%
DOMESTIC DISPUTE	Number of CFS:	5	Percentage of Total:	1.16%
DRUG ACTIVITY/INVESTIGATION	Number of CFS:	1	Percentage of Total:	0.23%
EQUIPMENT/SIGN MALFUNCTION	Number of CFS:	1	Percentage of Total:	0.23%
FINGER PRINTING	Number of CFS:	4	Percentage of Total:	0.93%
FIRE ALARM	Number of CFS:	3	Percentage of Total:	0.70%
FIREWORKS COMPLAINT	Number of CFS:	2	Percentage of Total:	0.46%
FOLLOW UP	Number of CFS:	4	Percentage of Total:	0.93%
GENERAL ALARM BANK / RESIDENTI	Number of CFS:	5	Percentage of Total:	1.16%
GENERAL ASSAULT	Number of CFS:	1	Percentage of Total:	0.23%
GENERAL INFO/COMPLAINT/ASSIST	Number of CFS:	21	Percentage of Total:	4.87%
HARASSMENT	Number of CFS:	2	Percentage of Total:	0.46%
JUVENILE TROUBLE	Number of CFS:	3	Percentage of Total:	0.70%
LAW DEPARTMENT ASSIST	Number of CFS:	5	Percentage of Total:	1.16%
MEDICAL ASSIST/AMBULANCE CALL	Number of CFS:	12	Percentage of Total:	2.78%
MISSING PERSON / RUNAWAY	Number of CFS:	1	Percentage of Total:	0.23%
MOTOR VEH CRASH / INJURY	Number of CFS:	1	Percentage of Total:	0.23%
MOTOR VEH CRASH/PROP DAMAGE	Number of CFS:	3	Percentage of Total:	0.70%
MOTORIST ASSISTANCE	Number of CFS:	4	Percentage of Total:	0.93%
OPEN DOOR	Number of CFS:	2	Percentage of Total:	0.46%
OPERATING WHILE INTOXICATED	Number of CFS:	1	Percentage of Total:	0.23%
OUTREACH	Number of CFS:	5	Percentage of Total:	1.16%
PARKING ENFORCEMENT/COMPLAINT	Number of CFS:	9	Percentage of Total:	2.09%
RECKLESS DRIVER	Number of CFS:	9	Percentage of Total:	2.09%
SALVAGE VEHICLE INSPECTION	Number of CFS:	26	Percentage of Total:	6.03%
SCAM	Number of CFS:	1	Percentage of Total:	0.23%
SEXUAL ASSAULT	Number of CFS:	1	Percentage of Total:	0.23%
SHOTS FIRED	Number of CFS:	1	Percentage of Total:	0.23%
SOLICITORS	Number of CFS:	1	Percentage of Total:	0.23%

SUSPICIOUS PERSON/VEH/ACTIVITY	Number of CFS:	28	Percentage of Total:	6.50%
THEFT / FRAUD / FORGERY	Number of CFS:	4	Percentage of Total:	0.93%
TRAFFIC HAZARD	Number of CFS:	3	Percentage of Total:	0.70%
TRAFFIC STOP / ENFORCEMENT	Number of CFS:	123	Percentage of Total:	28.54%
TRESPASS	Number of CFS:	5	Percentage of Total:	1.16%
VANDALISM / CRIMINAL MISCHIEF	Number of CFS:	3	Percentage of Total:	0.70%
VEHICLE IN DITCH	Number of CFS:	1	Percentage of Total:	0.23%
VIOLATION OF NO CONTACT ORDER	Number of CFS:	1	Percentage of Total:	0.23%
WARRANT SERVICE	Number of CFS:	2	Percentage of Total:	0.46%
WELFARE CHECK	Number of CFS:	3	Percentage of Total:	0.70%

Total CFS:	431
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Percentage of CFS by Nature Code



City of Huxley
Huxley Police Department
Report for June 2022

June 1st, 2022 6:41 PM

Officer responded to a physical domestic altercation at the 200 block of N. 3rd Ave. A warrant for the arrest of a Huxley woman was created at the conclusion of the investigation.

June 1st, 2022 11:24 PM

Officer responded to a domestic altercation at the 200 block of Oak Blvd. The altercation was verbal and both parties agreed they could cohabitate for the remainder of the evening with no further problems.

June 2nd, 2022 8:40 AM

Officer received a theft complaint at the 100 block of Lynwood. Several trees valued at \$35 per tree were taken from the homeowner and destroyed. Investigation ongoing.

June 2nd, 2022 6:59 PM

Officer assisted Ames PD with a shots fired call at a Church located on Highway 30.

June 3rd, 2022 8:31 AM

Officer responded to a two vehicle accident on 315th Street near 560th Ave. Two vehicles were involved in the T-bone accident.

June 3rd, 2022 6:47 PM

Officer responded to a motor vehicle accident near the 104 Mile Marker of Interstate 35. The accident involved a single semi livestock truck. No injuries.

June 4th, 2022 12:56 PM

Officer responded to a report of a runaway juvenile at the 300 block of West 1st Street. The juvenile was located at the 500 block of E 1st and returned to guardians.

June 4th, 2022 2:08 PM

Officer responded to an unresponsive person at the 500 block of Parkridge. CPR was attempted, but unsuccessful.

June 5th, 2022 9:26 PM

Officer responded to a domestic altercation at the 100 block of 5th Street. The altercation was verbal and the wishes of the female half was for the male half to leave. The male half had left prior to officer arrival.

June 9th, 2022 8:04 AM

Officer received an ongoing assault complaint that took place at the 500 block of E 4th Street. Both suspect and complainant no longer live in Huxley. Investigation ongoing.

June 10th, 2022 10:27 AM

Officer received a criminal mischief complaint at the 100 block of Main. A food truck had been drained of oil while it was parked behind a building.

June 11th, 2022 9:46 PM

Officer stopped a vehicle for a traffic violation on Highway 210 near Highway 69. The driver of the vehicle, a Clear Lake man, was arrested for Possession of a Controlled Substance.

June 13th, 2022 4:31 PM

Officer received a criminal mischief complaint at the 100 block of W 1st Street. An AC unit was not working at the homeowner's residence. The homeowner noticed several smoot red stones alongside of his house that were not there prior. He believes that the stones were thrown at the AC unit causing the damage.

June 14th, 2022 2:29 PM

Officer responded to a fraud complaint at the 100 block of National. A check with false information was used for services of the victim's business.

June 19th, 2022 6:01 PM

Officer received a check welfare request at the 500 block of E 1st. A Huxley resident was transported to the hospital for medical treatment.

June 19th, 2022 10:06 PM

Officer responded to a car vs deer accident on Highway 210 near 560th. No injuries to the driver and the vehicle was driven from the scene.

June 24th, 2022 11:47 PM

Officer responded to a single vehicle accident at the 800 block of N. 5th Ave. The driver was cited for failure to maintain control. No injuries.

June 25th, 2022 9:20 PM

Officer stopped a vehicle for a traffic offense on Highway 210 near Interstate 35. The driver of the vehicle was barred from driving by the DOT. He was arrested for Driving While Barred and transported to the Story County Jail.

June 30th, 2022 7:31 PM

Officer served an arrest warrant at the 100 block of National Drive. A Huxley man was transported to the Story County Jail.

Gerry Stoll

Chief of Police

City of Cambridge
Huxley Police Department
Report for June 2022

June 5th, 2022 9:26 PM

Officer responded to a domestic altercation at the 100 block of 5th Street. The altercation was verbal and the wishes of the female half was for the male half to leave. The male half had left prior to officer arrival.

Gerry Stoll

Chief of Police