



HUXLEY

— HEART OF THE PRAIRIE —

CITY COUNCIL MEETING NOTICE TUESDAY, OCTOBER 11, 2022, 6:00 P.M.

CITY COUNCIL CHAMBERS

AGENDA

- a) CALL TO ORDER REGULAR MEETING: ROLL CALL**
- b) APPROVE AGENDA AS PRESENTED AND/OR AMENDED**
- c) PUBLIC COMMENT (5 MINUTE TIME LIMIT FOR ITEMS NOT ON THIS AGENDA)**
- d) PUBLIC HEARINGS**
 - a) Consideration of Annexation of Property Owned by Jan Rose Farm, Inc.
 - b) Rezoning of Property Owned by Jan Rose Farm Inc. from Agricultural (A-1) to Planned Unit Development District (R-5)
- e) 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 September 27, 2022 Council Meeting and October 4, 2022 Special Council Meeting and Work Session
 - b) Approve Payment of Bills
 - c) Approve Resolution No. 22-082 Authorizing the Signatories and Placement of Funds in Various Depositories
 - d) Approve Resolution No. 22-083 for Contract between Story County and Huxley as a Subrecipient of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) for the Water Treatment Plant Expansion and Well Field
 - e) Approve Resolution No. 22-084 for Payment Application No. 11 Water Treatment Plant Expansion
 - f) Approve Resolution No. 22-085 for Payment Application No. 1 Huxley Shallow Well No. 7
- f) BUSINESS ITEMS**
 - a) Approve Resolution No. 22-086 for Annexation of Property Owned by Jan Rose Farm, Inc.
 - b) Approve First Reading of Ordinance 527 to Amend the Municipal Code of the City of Huxley, Iowa, by Rezoning Property Owned by 120 South, LLC from Agricultural (A-1) to Planned Unit Development District (R-5) Classification
 - c) Approve Resolution No. 22-087 to Approve Site Plan for Ballard Dental
- g) INFORMATIONAL ITEMS-DIRECTION TO CITY STAFF**
 - a) Direction to Staff for October 25th Council Meeting
- h) COUNCIL AND MAYOR REPORTS**

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.

Public Hearings

Consideration of Annexation of Property
Owned by Jan Rose Farm, Inc

Rezoning of Property Owned by Jan Rose Farm Inc. from
Agricultural (A-1) to Planned Unit Development District (R-5)

NOTICE OF PUBLIC HEARING ON ANNEXATION OF PROPERTY OWNED BY JAN ROSE FARM, INC.

TO: ALL CITIZENS AND RESIDENTS OF THE CITY OF HUXLEY, IOWA, AND TO ALL OTHER PERSONS WHO MAY BE ENTITLED TO NOTICE OF ANNEXATION UNDER THE PROVISIONS OF IOWA CODE SECTION 368.7.

YOU ARE HEREBY NOTIFIED that, Jan Rose Farm, Inc., an Iowa corporation, titleholder of a tract of land, legally described as follows:

LEGAL DESCRIPTION:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 82 NORTH, RANGE 24 WEST OF THE 5TH P.M., STORY COUNTY, IOWA; EXCEPT THE WEST 25 FEET OF SAID NORTH HALF AND EXCEPT THE NORTH 1.23 FEET OF THE EAST 303.3 FEET OF SAID NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 26, AS SHOWN ON THE WARRANTY DEED RECORDED IN BOOK 294 PAGE 216.

CONTAINING APPROXIMATELY 80.17 ACRES, INCLUDING 1.83 OF ROAD RIGHT-OFWAY EASEMENT.

SUBJECT TO EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.

has requested Annexation of said tract to the City.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that a hearing before City Council on the above described Annexation has been set to commence on the 27th day of September, 2022, at 6:00 P.M. in the City Council Chambers, City Hall, 515 N Main Avenue, Huxley, Iowa 50124, at which time and place any person wishing to speak for or against said Annexation will be given the opportunity to be heard.

Submitted by: Amy Kaplan, Zoning Clerk

NOTICE OF PUBLIC HEARING OF THE PLANNING & ZONING COMMISSION ON THE REZONING OF CERTAIN PROPERTY OWNED BY JAN ROSE FARM INC FROM AGRICULTURAL DISTRICT (A-1) TO PLANNED UNIT DEVELOPMENT DISTRICT (R-5) CLASSIFICATION IN THE CITY OF HUXLEY, IOWA

TO: ALL CITIZENS AND RESIDENTS OF THE CITY OF HUXLEY, IOWA, AND TO ALL OTHER PERSONS WHO MAY BE ENTITLED TO NOTICE OF A PUBLIC HEARING ON THE REZONING OF PROPERTY IN THE CITY OF HUXLEY, IOWA.

YOU ARE HEREBY NOTIFIED that the Planning & Zoning Commission and City Council is considering the rezoning of certain property in the City of Huxley, Iowa;

602 North Main Ave. Legally described as; That part of Parcel "A" of the South Half of the Northeast Quarter of Section 26, Township 82 North, Range 24 West of the 5th P.M., Story County, Iowa, as shown on the plat of survey recorded as Slide 181 Page 06 with the Story County Recorder's Office; AND that part of the North Half of the Southeast Quarter of said Section 26, and being more particularly described as follows:

Beginning at the Northeast corner of said Parcel "A"; thence South 00 degrees 25 minutes 32 seconds East, along the east line of said South Half of the Northeast Quarter of Section 26, a distance of 879.46 feet, to the north line of that part of said South Half of the Northeast Quarter and said North Half of the Southeast Quarter of Section 26 as described on the Warranty Deed recorded in Book 294 Page 216; thence North 89 degrees 22 minutes 15 seconds West, along said north line of that part of the South Half of the Northeast Quarter and the North Half of the Southeast Quarter of Section 26 as described on the Warranty Deed recorded in Book 294 Page 216, a distance of 304.17 feet, to the west line of that part of said South Half of the Northeast Quarter and said North Half of the Southeast Quarter of Section 26 as described on the Warranty Deed recorded in Book 294 Page 216; thence South 00 degrees 31 minutes 48 seconds East, along said west line of that part of the South Half of the Northeast Quarter and the North Half of the Southeast Quarter of Section 26 as described on the Warranty Deed recorded in Book 294 Page 216, a distance of 448.37 feet, to the south line of that part of said South Half of the Northeast Quarter and said North Half of the Southeast Quarter of Section 26 as described on the Warranty Deed recorded in Book 294 Page 216; thence North 89 degrees 56 minutes 24 seconds East, along said south line of that part of the South Half of the Northeast Quarter and the North Half of the Southeast Quarter of Section 26 as described on the Warranty Deed recorded in Book 294 Page 216, a distance of 303.30 feet, to the east line of said Southeast Quarter of Section 26; thence South 00 degrees 09 minutes 37 seconds East, along said east line of the Southeast Quarter of Section 26, a distance of 1325.65 feet, to the south line of said North Half of the Southeast Quarter of Section 26; thence North 89 degrees 58 minutes 23 seconds West, along said south line of the North Half of the Southeast Quarter of Section 26, a distance of 2635.44 feet, to the east line of the West 25 feet of said Southeast Quarter of Section 26; thence North 00 degrees 13 minutes 55 seconds West, along said east line of the West 25 feet of the Southeast Quarter of Section 26, a distance of 1322.89 feet, to the south line of HUXLEY DEVELOPMENT CORPORATION PLAT 3, an official plat, located in the City of Huxley, Story County, Iowa; thence North 89 degrees 56 minutes 24 seconds East, along said south line of HUXLEY DEVELOPMENT CORPORATION PLAT 3, a distance of 1118.48 feet, to the east line of Outlot A, said HUXLEY DEVELOPMENT CORPORATION PLAT 3; thence North 00 degrees 45 minutes 46 seconds West, along said east line of Outlot A, HUXLEY DEVELOPMENT CORPORATION PLAT 3, a distance of 749.86 feet, to the south line of Outlot B, said HUXLEY DEVELOPMENT CORPORATION PLAT 3; thence South 84 degrees 39 minutes 40 seconds East, continuing along said south line of Outlot B, a distance of 152.74 feet; thence South 80 degrees 25 minutes 46 seconds East, along said south line of Outlot B, a distance of 156.52 feet, to the east line of said HUXLEY DEVELOPMENT CORPORATION PLAT 3; thence North 00 degrees 21 minutes 27 seconds West, along said east line of HUXLEY DEVELOPMENT CORPORATION PLAT 3, a distance of 614.95 feet, to the south line of HUXLEY DEVELOPMENT CORPORATION PLAT 1, an official plat, located in the City of Huxley, Story County, Iowa; thence South 89 degrees 59 minutes 58 seconds East, along said south line of HUXLEY DEVELOPMENT CORPORATION PLAT 1, a distance of 1205.00 feet, to said east line of the South Half of the Northeast Quarter of Section 26 and the Point of Beginning; EXCEPT Parcel "B" of the South Half of the Northeast Quarter of Section 26, Township 82 North, Range 24 West of the 5th P.M., Story

County, Iowa, as shown on the plat of survey recorded as Slide 181 Page 06 with the Story County Recorder's Office.

Containing approximately 118.64 acres, including 3.04 acres of road right-of-way easement.
Subject to easements, covenants and restrictions of record.

From Agricultural District (A-1) to Planned Unit Development District (R-5) Classification.

LAYMAN'S DESCRIPTION:

Property in Story County, Iowa lying south of Campus Dr and Snyder Dr and West of US Highway 69.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that hearings to consider rezoning in light of the requested rezoning has been set to commence in the City Council Chambers located at 515 N Main Avenue in the City of Huxley Iowa at which time and place any person wishing to speak for or against said rezoning will be given the opportunity to be heard:

Planning & Zoning Commission (informal hearing): September 26, 2022 at 6 p.m.

City Council (formal hearing): September 27, 2022 at 6 p.m.

Submitted by: Amy Kaplan, Zoning Clerk

Consent Agenda

HUXLEY CITY COUNCIL MEETING MINUTES

Tuesday, September 27, 2022

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

COUNCIL MEETING: The Huxley City Council held a meeting on the above date pursuant to rules of the council, notice posted at City Hall and onto website. Mayor Deaton called the meeting to order at 6:01 pm.

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

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

CITY STAFF PRESENT: Jolene Lettow - City Clerk, Cathy Van Maanen – Library Director, Nathan Albaugh – Police Sergeant

CONSULTANT: Amy Beattie – City Attorney/Brick Gentry Law Firm

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

- a. Approve Minutes from September 12, 2022 Council Meeting
- b. Approve Payment of Bills

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

Claims:

A KING'S THRONE, LLC	PORTAJOHNN (LARSON)	190.45
ANDERSON DAVID	NORD KALSEM RETAL REFUND	100.00
ARNOLD MOTOR SUPPLY	WIX57060 TOGGLE SWITCH	122.40
BAKER & TAYLOR ENTERTAINME	BOOKS	634.60
BALDWIN SUPPLY-DES MOINES	COG BELTS	111.85
BOUND TREE MEDICAL	GLUCOSE	39.99
CARDMEMBER SERVICE	AUGUST 2022 VISA BILL	7,417.99
COMPASS MINERALS AMERICA	COARSE ROCK SALT	3,462.78
COMPUTER RESOURCE SPECIALI	COMPUTER/TECH WORK	1,035.00
CONSUMERS ENERGY	AUGUST CONSUMERS BILL	11,071.20
DEMCO INC.	BOOK PROCESSING	295.73
DOLLAR GENERAL-REGIONS 410	DOLLAR GENERAL BILL	24.25
FILTER SHOP INC	10RAS EF WASHABLE FILTERS	403.30
GALLS, LLC- DBA CARPENTER	BDU CALIGURI/POLOS	291.09
GARBAGE GUYS	CITY GARBAGE PICKUP	541.00
GPM	INFLUENT SAMPLER TEMP SENSORS	273.37
GRAINGER	20MF76-PROPANE CAL GAS	169.73
GRAYSTONE CO. LLC	REFUND 420 WICKER DR	1,000.00
HAWKINS, INC.	WATER TREATMENT CHEMICALS	3,023.03
HEARTLAND CO-OP	SUMMER FILL- TANK LEASE	71.29
HOMES BY ADVANTAGE LLC	504 PRAIRIE VIEW DR-REFUND	1,000.00
INTEGRATED PRINT SOLUTIONS	SOCCER/COACHES SHIRTS FALL 22	1,380.00
INTERSTATE BATTERIES	BATTERIES	14.35
IOWA STATE UNIVERSITY	ANNUAL RADIO TOWER FEES	11,401.33
JOHN DEERE FINANCIAL	V BELTS X4	59.46
MARCO, INC.	CITY HALL PRINTING	17.48
MARTIN MARIETTA MATERIALS	13.6 TONS OF 1" ROAD STONE	236.64
MICROBAC LABORATORIES INC	AUGUST SAMPLES	129.50
MISCELLANEOUS VENDOR	CAPITAL CITY DEVELOP:US REFUND	391.96
MK SERVICES	ANNUAL BACKFLOW CERT	635.00
MSA SAFETY SALES, LLC	02 SENSOR HEADWORKS	725.05
MUNICIPAL SUPPLY	BLUE MARKING PAINT	454.80
NEW CENTURY FS INC	AUGUST GAS BILL	5,630.01
OXEN TECHNOLOGY	REMOTE LABOR HACKED EMAIL REPA	218.75
PCC AN AMBULANCE BILLING S	JUNE/JULY AMB BILLING	429.96
PREMIER	PRINTING FEES	81.45
REDWOOD BUILDERS, LLC	REFUND 505 PRAIRIEVIEW DR	1,000.00
RELIANT FIRE APPARATUS	206 PUMP REPAIR	1,806.36
STAPLES BUSINESS CREDIT	AUGUST STAPLES BILL	485.22
STORY COUNTY SHERIFF'S OFF	PRAIRIEFEST EXTRA SECURITY	390.00

SWANK MOVIE LICENSING USA
 SYNCB/AMAZON
 TRANE U.S. INC.
 U.S. BANK EQUIPMENT FINANC
 PAYROLL

MOVIE LICENSE
 AMAZON LIBRARY
 QUARTERLY PAYMENT
 PRINTER LEASE

412.00
 655.93
 8,929.75
 104.92
 64,777.76

		REVENUES	EXPENSES
001	GENERAL FUND	8,420.21	104,295.74
002	LIBRARY	1,206.40	16,001.09
003	RECREATION	18,182.34	19,140.07
004	FIRE AND RESCUE	0.00	14,018.97
014	AMBULANCE	1,320.00	8,848.76
110	ROAD USE TAX	50.00	187,028.40
303	LIBRARY PROJECT FUND	0.00	3,920.00
345	WATER PLANT EXPANSION	0.00	1,567,950.24
600	WATER UTILITY	123,363.59	42,661.96
610	SEWER UTILITY	87,306.93	42,003.15
	GRAND TOTAL	\$239,938.77	\$2,005,868.38

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

BUSINESS ITEMS: Consultant, Mark Jackson, spoke to council regarding process and schedule for city administrator search. Consultants will meet with council and staff on October 6th to discuss profile for a new city administrator.

INFORMATIONAL ITEMS: Staff provided list of items to be discussed at next work session: Splash Pad, status of 115 S. Main Avenue property/building permit, Railroad Park property assessment, Jensen grant request.

ADJOURNMENT: Motion – Pilcher, second – Kuhn to adjourn meeting at 7:22pm. 5 ayes, 0 nays. Motion carried.

Attest:

 Kevin Deaton, Mayor

 Jolene R. Lettow, City Clerk

HUXLEY CITY COUNCIL SPECIAL COUNCIL MEETING/WORK SESSION MINUTES

Tuesday, October 4, 2022

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

SPECIAL COUNCIL MEETING: The Huxley City Council held a Special Council Meeting on the above date pursuant to rules of the council, notice posted at City Hall and onto website. Mayor Deaton called the meeting to order at 6:00 pm.

ROLL CALL: Roberts, Kuhn, Echer, Pilcher; Absent – Kevin Thompson

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

CITY STAFF PRESENT: Jolene Lettow - City Clerk, Cathy Van Maanen – Library Director, Nathan Albaugh – Police Sergeant

BUSINESS ITEM:

Motion – Kuhn, second – Echer to Approve Resolution No. 22-081 for Offer of Employment and Starting Salary for Deputy City Clerk. Roll Call: Pilcher, Kuhn, Echer, Roberts voted yes. Motion carried.

ADJOURNMENT: Motion – Pilcher, second – Echer to adjourn meeting at 6:03pm. 4 ayes. Motion carried.

WORK SESSION:

DISCUSSION TOPICS: Council had preliminary discussion on the following topics with no formal action taken.

- a. Splash Pad – direction given to staff to provide further information
- b. 115 S. Main Avenue Building Permit Status - council was provided status of activity by legal counsel via email
- c. Jensen Grant Request – AEDC to be contacted to search for available grant monies
- d. 120 South Development Agreement – council directed developer to meet with financial advisor to provide cash flow projections

ADJOURNMENT: Motion – Echer, second – Roberts to adjourn meeting at 8:02pm. 5 ayes, 0 nays. Motion carried.

Attest:

Kevin Deaton, Mayor

Jolene R. Lettow, City Clerk

Claims 10/11/2022

Vendor	Description	Amount
ACCUJET LLC	JET/VAC YEARLY VAC LIFT STATION	\$14,879.37
ALEX GREENFIELD	BOOT CAMP INSTRUCTOR SEPTEMEBER	\$115.00
AMERICAN SECURITY CABINETS	RX DROPBOX TOTE	\$75.73
AMES ECONOMIC DEVELOPMENT COM	22/23 CONTRACT FOR SERVICE	\$31,500.00
BCPAA	PARTY IN THE PARK-AUGUST	\$300.00
BUD'S AUTO REPAIR INC	12 TAHOE/21 FORD/ 16FORD	\$2,552.41
CENTRAL IOWA LAWN & LANDSCAPE	BAD BOY MOWER PARTS	\$770.28
COMPASS MINERALS AMERICA	COARSE ROCK SALT	\$4,156.21
DAVIS WILCOX	BOOT CAMP INSTRUCTOR SEPTEMEBER	\$120.00
DMF GARDENS	TREE SALE 2022	\$2,968.00
GALLS, LLC- DBA CARPENTER UNIF	UNIFORM-MARCHESANO/PATCHES	\$187.47
GRAINGER	Y STRAINER	\$207.13
GREENLAND HOMES	416 WESTWOOD DR REFUND	\$1,000.00
HUXLEY COMMUNICATION	SEPTEMEBER 2022 BILL	\$1,531.51
IOWA DOT	HEAT SHRINK/TRASH BAGS	\$78.28
IOWA MUN. WORKERS' COMP. ASSOC	WORK COMP PAYMENT #4 22/23	\$3,220.00
IOWA PRISON INDUSTRIES	STREET SIGNS	\$177.00
KEMPKER'S TRUE VALUE AND RENTA	SEPTEMEBER 2022 BILL	\$569.49
MANATTS	1.5 CY C-4 CONCRETE CAMPUS DR	\$348.75
MARCO TECHNOLOGIES LLC	PRINTER CONTRACT PAYMENT	\$317.92
MEGAN BRENDLAND	USPS CERTIFIED MAILING REIMBURSEMENT	\$7.85
MENARDS- ANKENY	TOILET SEAT X4/BLEACH/ DRILLBITS	\$160.23
MENARDS - AMES	DOWNSPOUT/BLEACH/PAINT/FRAME FOR ROC	\$691.11
MIDWEST BREATHING AIR SYSTEMS	QUARTERLY AIR TESTING	\$188.50
MIDWEST UNDERGROUND	2 NOZZLES FOR POTHOLER	\$156.66
MUNICIPAL SUPPLY	POLY RINGS/REPAIR CLAMPS	\$615.60
NATIONAL PUBLIC SAFETY INFORMA	NATIONAL DIRECTORY- POLICE	\$159.00
OXEN TECHNOLOGY	OCTOBER ONLINE PLAN/REMOTE LABOR	\$243.25
POMP'S TIRE SERVICE, INC.	2 JETTER TIRES	\$196.00
SAGE HOMES, INC.	527 WALNUT PERMIT REFUND	\$1,000.00
SPRAYER SPECIALTIES INC.	NOXXLE CAP. SPRAY TIP	\$81.55
STAPLES ADVANTAGE	OFFICE SUPPLIES/ MONITORS	\$646.74
STREICHER'S	VEST CARRIER/OC	\$317.24
TONYA BECKER	TRX INSTRUCTOR SEPT 22	\$90.00
TRAVIS WOODBECK	MILEAGE-TRAVEL TRUCK APPROVAL	\$616.88
U.S. CELLULAR	731 CELL PHONE	\$188.70
VERIZON WIRELESS	POLICE PHONE	\$482.94
	BATCH TOTAL	\$70,916.80

RESOLUTION NO. 22-082

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

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

WHEREAS, in 2022 the City Council updated the depository resolution designating the location and the maximum amount where City funds can be placed; and

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

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

Authorized Depositors/Signatories:

Jolene Lettow	Gerry Stoll
Amy Kaplan	Kevin Deaton
Suzette Bartleson	

Authorized Depositories:

SOUTH STORY BANK AND TRUST – HUXLEY

Maximum balance in effect under this resolution	\$15,000,000.00
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FIDELITY BANK – HUXLEY

Maximum balance in effect under this resolution	\$5,000,000.00
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PASSED, ADOPTED AND APPROVED this 11th day of October, 2022

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 22-082** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 11th day of August, 2022.

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk

Waiting for Resolution from County (No. 22-083) for
Contract Between Story County and Huxley for
Water Treatment Plant Expansion and Well Field (SLFRF Funds)

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:

City of Huxley

Organization Address:

515 N. Main Avenue

Contact Person Name, Title, Email
and Phone Number:

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

Organization Website:

<https://huxleyiowa.org>

IRS Designation:

42-6021693

Federal Tax ID:

957416761

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?

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. The project has been in development since mid 2020, when the City enacted a water conservation ordinance to protect the City's drinking water supply and provide for fire protection.

ARPA FUNDS APPLICATION – STORY COUNTY, IOWA

Has applicant received previous funding from Story County?

☒ Yes

Date and amount of last
funding receipt.

\$1,000,000 contribution for the
shared project to pave 560th
Avenue in 2020.

☐ No

PROJECT/PROGRAM INFORMATION

Project/Program Name:

City of Huxley Water Treatment Plant Expansion and Well Field

Project/Program Purpose:

To provide for the expansion of the City of Huxley Water Treatment Plant and Well Field, ensuring adequate quality public water supply.

**Requested Story
County ARPA
funding amount:** \$1,000,000

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)?

The goal of the project is to respond to the City of Huxley's exponentially increasing growth and the need to provide a continuous drinking water and fire protection supply for the community. To meet the needs of our growing population for water, a study was undertaken in early 2020. The study reviewed population projections and water account data to adequately size a project to expand the City's water treatment system. During the study process, the impacts of Covid 19 were recognized in the Huxley community, with many people working from home and changing the daily water usage pattern. Combined with the drought conditions of the summer of 2020, this led Huxley to enacting its first water conservation order as a community. The projected growth of the community and the extension of stay at home and work from home practices, which may become the way parts of our county work indefinitely, further compel us as a City to be prepared with adequate water production.

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

The project, when completed, will continue the City's history of providing clean, safe drinking water and outstanding fire protection services. The ability to weather seasonal temperature changes and inclement conditions without interrupting the public water supply can be achieved. The community will be able to know that as rate payers, their service is predictable and sound, with professional and experienced operators. Growth and development of Huxley will provide additional taxable valuation, services and amenities, business investment and employment opportunities for Huxley and the greater Story County area. The City of Huxley will evaluate the success of the project by monitoring the ability to keep up with the operational needs of the system and gathering public feedback.

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?

Keith Vitzhum, Huxley Water Superintendent: Grade II Water Treatment License and Grade II Water Distribution License

Jeff Peterson, Public Works Director: Grade III Water Treatment License and Grade IV Water Distribution License

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).

The project has been approved by the Huxley City Council by adopting a water rate increase ordinance, holding public hearings and approving plans, specifications and letting of bids, and actions related to issuing water revenue and General Obligation debt.

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

The City of Huxley is the only agency involved in the project. However, the water services provided by the City offer a benefit to the broader region by getting water to schools and businesses and by participating in mutual aid agreements for fire service protection.

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

Additional debt would need to be issued by the City to address the financing gap that has emerged since bids for the project came in significantly over expectation on September 9. The City of Huxley has been working diligently for several months to put funding together for the project. All sources have been explored, with the funding currently including a water revenue bond with increased rates to the community, General Obligation bonds, tax increment (TIF) and the City's American Rescue Plan funding allocation. Any additional G.O. issuance would put the City at its debt limit after several years of concentrated debt reduction and sound fiscal management. Having no debt capacity to respond to emergency needs is concerning for the community in the continued pandemic economy. Supply chain issues and other market uncertainties, particularly after experiencing the impact of Covid 19, the Derecho and a community water crisis simultaneously, have us very wary as a city of reduced debt capacity.

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?

The project is proposed for construction beginning in 2022 with completion in 2023. No ARPA funds are requested for ongoing operation of the facility, which will be superintended by City of Huxley staff.

Describe the project/program timeline and milestones.

Award of contracts for the project had been scheduled for September 14th, 2021, with construction to be initiated in late 2021 and completion in 2023. This was delayed when the bids were received to allow us to evaluate alternatives. The next milestones are October 12 contract approval and October 13 meeting with the bond agency on the water revenue debt. Our anticipation is that the project would begin work in late fall of 2021 and be completed by the end of 2023.

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

Clean, safe drinking water and fire protection are two of the most essential services provided for communities in Story County. The project will provide these essential services for Huxley residents as well as the greater Story County region. During the challenging year that was 2020 with Covid 19 and the Derecho impact, people quickly learned that the basics of life-food, water, shelter and safety-were truly the core necessities and the basis of building and maintaining a life and family. The City of Huxley seeks to not only to continue to provide essential public services through this project, but to offer people a level of comfort that these services will be predictable and continuous in an ongoing manner.

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*
Water Revenue Bond
General Obligation Bond
Tax Increment Financing (TIF)
ARPA funds (City of Huxley allocation)
- ☐ 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. Yes

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		16208500600000		
2020		CITY OF HUXLEY		
FINANCIAL REPORT		515 North Main		
FISCAL YEAR ENDED		HUXLEY IA 50124		
JUNE 30, 2020 CITY OF HUXLEY, IOWA		POPULATION: 3317		
DUE: December 1, 2020				
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	1371,703		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:

The City is now juggling multiple timing concerns-bids will expire in less than 45 days, the process for the issuance of the water revenue bond needs to advance to have continued favorable interest rate predictability, and the plant must get under construction on the identified timeline to have the plant expansion up and operating by the end of 2023. The City is grappling with these variables, as well as the potential of having to respond to the unexpected market driven financing gap with issuing additional debt and being at its debt limit in uncertain times.

The City of Huxley is appreciative of the Board of Supervisor's diligence in seeking input on what the greatest needs for the \$18M ARPA allocation are. We appreciate the ability to submit an application for funding at this critical and unexpected stage of our project and hope for a favorable review. An award for this important project will greatly assist us responding to the unanticipated cost increase, which in itself is a result of the Covid 19 pandemic.

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.

ITEM	ARPA FUNDS REQUEST	MATCH		TOTAL
		CASH	IN-KIND	
Water Treatment Plant	\$1,000,000		\$11,386,300	\$12,386,300
Water Well field	-		\$600,000	\$600,000
TOTAL	\$1,000,000		\$11,986,300	\$12,986,300

CITY OF HUXLEY, IOWA

Water Treatment Plant Expansion and Well No. 7 Funding Review

Prepared Based on Construction Bids Received on September 9, 2021

Date Prepared: 10/7/2021

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 Lettow, City Clerk/Finance Director
Jeremy Arends, City Treasurer
Dave Kuehn, Council Member/Mayor Pro Tem
Rick Peterson, Council Member
Tracy 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 4th day of Sept., 2021.

Tolene Lettow
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:

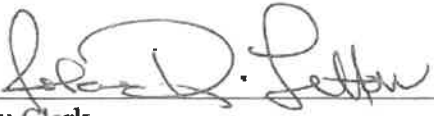
.....

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
	<u>7,407,369.55</u>	<u>116,009.70</u>	<u>7,523,379.25</u>
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
	<u>3,501,458.82</u>	<u>7,041.18</u>	<u>3,508,500.00</u>
	<u>10,908,828.37</u>	<u>123,050.88</u>	<u>11,031,879.25</u>

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
	<u>10,300,000.00</u>		<u>10,300,000.00</u>
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
	<u>163,565.67</u>	<u>3,298.16</u>	<u>166,863.83</u>
Other Uses of Funds:			
Rounding / Contingency	3,811.38	(2,288.46)	1,522.92
	<u>10,908,828.37</u>	<u>123,050.88</u>	<u>11,031,879.25</u>

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	10,053,723. 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.)



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 System Improvements – Shallow Well 7
Huxley, Iowa

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

CONTRACTOR	BID BOND (x)	BIDDERS STATUS FORM (x)	ADD. No. 1 (x)	TOTAL BID
Rieschick	X	X		605,194.35
Keller	X	X		630,419.30
Cahoy	X	X		668,640.00
Northway	X	X		593,574.00

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: 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

**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

RESOLUTION NO. 22-084

**RESOLUTION APPROVING PAYMENT APPLICATION NO. 11 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 11th payment application in the amount of \$177,257.65 and recommends payment.

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

Payment No. 111 in the amount of \$177,257.6559 is hereby approved.

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

PASSED, ADOPTED AND APPROVED this 11th day of October 2022.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 22-084** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 11th day of October 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. 11

Date: October 4, 2022



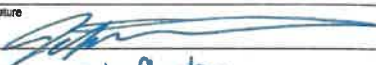
Project Title	Water Treatment Plant Improvements		Contractor	Woodruff Construction
	Huxley, Iowa			1920 Philadelphia St. #102
				Ames, Iowa 50010
Orig. Contract Amount & Date	\$10,995,400.00	October 12, 2021	Pay Period	September 1, 2022 through September 30, 2022

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	55%	\$363,550.00
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	73%	\$239,816.00
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	98%	\$662,483.25
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	100%	\$109,067.00
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	100%	\$137,600.00
03300	Building Concrete Sog	LS	xxxx	\$ 89,300.00	\$ 89,300.00	100%	\$89,300.00
03300	Ground Storage Tank Concrete	LS	xxxx	\$ 75,200.00	\$ 75,200.00	61%	\$46,200.00
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	100%	\$145,800.00
04200	Masonry	LS	xxxx	\$ 334,900.00	\$ 334,900.00	95%	\$318,155.00
05120	Structural Steel & Metal Fabrications	LS	xxxx	\$ 182,500.00	\$ 182,500.00	75%	\$136,875.00
06100	Rough Carpentry	LS	xxxx	\$ 7,200.00	\$ 7,200.00	79%	\$5,700.00
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	77%	\$727,300.00
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	10%	\$82,954.00
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	\$3,801,197.80
Approved Change Order (list each)		No. 1		
		No.2		
		No. 3		
		No. 4		
Revised Contract Price			\$10,995,400.00	\$3,801,197.80
			Materials Stored	\$1,499,061.75
			Value of Completed Work and Materials Stored	\$5,300,259.55
			Less Retained Percentage (5%)	\$265,012.98
			Net Amount Due This Estimate	\$5,035,246.57
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	\$409,888.13	
		No. 7	\$1,463,776.27	
		No. 8	\$398,536.40	
		No. 9	\$367,147.48	
		No. 10	\$1,149,051.59	
			Total Previously Approved	\$4,857,988.92
Percent Complete	35%	Amount Due This Estimate		\$177,257.65

The amount \$177,257.65 is recommended for approval for payment in accordance with the terms of the Contract.

Prepared By: Woodruff Construction	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Huxley
Signature 	Signature 	Signature 
Title Project Manager	Title Project Engineer	Title Public Works Director Mayor
Date 10-4-2022	Date 10/5/2022	Date 10/5/22

RESOLUTION NO. 22-085

**RESOLUTION APPROVING PAYMENT APPLICATION NO. 1 FOR THE
WATER SYSTEMS IMPROVEMENT, SHALLOW WELL NO. 7 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 Northway Well & Pump Company for the Water Systems Improvement, Shallow Well No. 7 project and;

WHEREAS, Veenstra & Kimm, Inc. has reviewed the 1st payment application in the amount of \$133,004.75 and recommends payment.

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

Payment No. 111 in the amount of \$133,004.75 is hereby approved.

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

PASSED, ADOPTED AND APPROVED this 11th day of October 2022.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 22-085** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 11th day of October 2022.

Kevin Deaton, Mayor

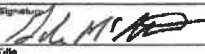
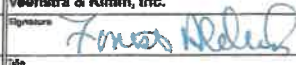

ATTEST:

Jolene R. Lettow, City Clerk



SUMMARY				
		Contract Price		Value Completed
Original Contract Price		\$593,914.00		\$140,005.00
Approved Change Order (list each)	No. 1			
	No. 2			
	No. 3			
	No. 4			
Revised Contract Price		\$593,914.00		\$140,005.00
		Materials Stored		\$0.00
		Value of Completed Work and Materials Stored		\$140,005.00
		Less Retained Percentage (5%)		\$7,000.25
		Net Amount Due This Estimate		\$133,004.75
Less Estimate(s) Previously Approved	No. 1			
	No. 2			
	No. 3			
	No. 4			
	No. 5			
	No. 6			
	No. 7			
	No. 8			
	No. 9			
	No. 10			
		Total Previously Approved		\$0.00
Percent Complete	24%	Amount Due This Estimate		\$133,004.75

The amount **\$133,004.75** is recommended for approval for payment in accordance with the terms of the Contract.

Prepared By: Northway Well & Pump Company	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Huxley
Signature: 	Signature: 	Signature: 
Title: Project Manager	Title: Project Engineer	Title: Public Works Director Mayor
Date: 10/6/2022	Date: 10/5/2022	Date: 10/6/22

Business Items

RESOLUTION NO. 22-086

A RESOLUTION ANNEXING CERTAIN PROPERTIES INTO THE CITY OF HUXLEY, IOWA

WHEREAS, Jan Rose Farm, Inc., an Iowa corporation, has filed an application requesting that the following described real estate be annexed to the City of Huxley, Iowa:

LEGAL DESCRIPTION:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 82 NORTH, RANGE 24 WEST OF THE 5TH P.M., STORY COUNTY, IOWA; EXCEPT THE WEST 25 FEET OF SAID NORTH HALF AND EXCEPT THE NORTH 1.23 FEET OF THE EAST 303.3 FEET OF SAID NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 26, AS SHOWN ON THE WARRANTY DEED RECORDED IN BOOK 294 PAGE 216.

CONTAINING APPROXIMATELY 80.17 ACRES, INCLUDING 1.83 OF ROAD RIGHT-OFWAY EASEMENT.

SUBJECT TO EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City Huxley, Iowa, that the above-described real estate should be annexed and is hereby annexed to and made a part of the City of Huxley, Iowa.

BE IT FURTHER RESOLVED by the City Council of the City of Huxley, Iowa, that the City Clerk be and is hereby authorized to file a copy of the resolution, map and legal description of the territory involved with the Iowa Secretary of State, the Story County Board of Supervisors, each affected utility, and the state department of transportation and the City Clerk is hereby authorized and directed to certify, upon the completion of such acts, the filing of the copies of the legal description, map and resolution with the Story County Recorder, all as provided in the Code of Iowa.

DATED at Huxley Iowa, this 11th day of October 2022.

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk

ORDINANCE NO. 527
AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF HUXLEY, IOWA, BY
REZONING PROPERTY OWNED BY 120 SOUTH, LLC FROM AGRICULTURAL (A-1) TO
PLANNED UNIT DEVELOPMENT DISTRICT (R-5) CLASSIFICATION.

WHEREAS, on the 26th day of September 2022, the Planning and Zoning Commission of the City of Huxley, Iowa, recommended to the City Council that the below-described property be considered for rezoning from Agricultural District (A-1) to Planned Unit Development District (R-5); and

WHEREAS, on the 11th day of October 2022, after due notice and hearing as provided by law, the City Council now deems it reasonable and appropriate to rezone said property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUXLEY, IOWA:

Section 1: That the Municipal Code of the City of Huxley, Iowa, be and it is hereby amended by rezoning from the present Agricultural District (A-1) to Planned Unit Development District (R-5) for the following described real property:

That part of Parcel "A" of the South Half of the Northeast Quarter of Section 26, Township 82 North, Range 24 West of the 5th P.M., Story County, Iowa, as shown on the plat of survey recorded as Slide 181 Page 06 with the Story County Recorder's Office; AND that part of the North Half of the Southeast Quarter of said Section 26, and being more particularly described as follows:
Beginning at the Northeast corner of said Parcel "A"; thence South 00 degrees 25 minutes 32 seconds East, along the east line of said South Half of the Northeast Quarter of Section 26, a distance of 879.46 feet, to the north line of that part of said South Half of the Northeast Quarter and said North Half of the Southeast Quarter of Section 26 as described on the Warranty Deed recorded in Book 294 Page 216; thence North 89 degrees 22 minutes 15 seconds West, along said north line of that part of the South Half of the Northeast Quarter and the North Half of the Southeast Quarter of Section 26 as described on the Warranty Deed recorded in Book 294 Page 216, a distance of 304.17 feet, to the west line of that part of said South Half of the Northeast Quarter and said North Half of the Southeast Quarter of Section 26 as described on the Warranty Deed recorded in Book 294 Page 216; thence South 00 degrees 31 minutes 48 seconds East, along said west line of that part of the South Half of the Northeast Quarter and the North Half of the Southeast Quarter of Section 26 as described on the Warranty Deed recorded in Book 294 Page 216, a distance of 448.37 feet, to the south line of that part of said South Half of the Northeast Quarter and said North Half of the Southeast Quarter of Section 26 as described on the Warranty Deed recorded in Book 294 Page 216; thence North 89 degrees 56 minutes 24 seconds East, along said south line of that part of the South Half of the Northeast Quarter and the North Half of the Southeast Quarter of Section 26 as described on the Warranty Deed recorded in Book 294 Page 216, a distance of 303.30 feet, to the east line of said Southeast Quarter of Section 26; thence South 00 degrees 09 minutes 37 seconds East, along said east line of the Southeast Quarter of Section 26, a distance of 1325.65 feet, to the south line of said North Half of the Southeast Quarter of Section 26; thence North 89 degrees 58 minutes 23 seconds West, along said south line of the North Half of the Southeast Quarter of Section 26, a distance of 2635.44 feet, to the east line of the West 25 feet of said Southeast Quarter of Section 26; thence North 00 degrees 13 minutes 55 seconds West, along said east line of the West 25 feet of the Southeast Quarter of Section 26, a distance of 1322.89 feet, to the south line of HUXLEY DEVELOPMENT CORPORATION PLAT 3, an official plat, located in the City of Huxley, Story County, Iowa; thence North 89 degrees 56 minutes 24 seconds East, along said south line of HUXLEY DEVELOPMENT CORPORATION PLAT 3, a distance of 1118.48 feet, to the east line of Outlot A, said HUXLEY DEVELOPMENT CORPORATION PLAT 3; thence North 00 degrees 45 minutes 46 seconds West, along said east line of Outlot A, HUXLEY DEVELOPMENT CORPORATION PLAT 3, a distance of 749.86

feet, to the south line of Outlot B, said HUXLEY DEVELOPMENT CORPORATION PLAT 3; thence South 84 degrees 39 minutes 40 seconds East, continuing along said south line of Outlot B, a distance of 152.74 feet; thence South 80 degrees 25 minutes 46 seconds East, along said south line of Outlot B, a distance of 156.52 feet, to the east line of said HUXLEY DEVELOPMENT CORPORATION PLAT 3; thence North 00 degrees 21 minutes 27 seconds West, along said east line of HUXLEY DEVELOPMENT CORPORATION PLAT 3, a distance of 614.95 feet, to the south line of HUXLEY DEVELOPMENT CORPORATION PLAT 1, an official plat, located in the City of Huxley, Story County, Iowa; thence South 89 degrees 59 minutes 58 seconds East, along said south line of HUXLEY DEVELOPMENT CORPORATION PLAT 1, a distance of 1205.00 feet, to said east line of the South Half of the Northeast Quarter of Section 26 and the Point of Beginning; EXCEPT Parcel "B" of the South Half of the Northeast Quarter of Section 26, Township 82 North, Range 24 West of the 5th P.M., Story County, Iowa, as shown on the plat of survey recorded as Slide 181 Page 06 with the Story County Recorder's Office.
Containing approximately 118.64 acres, including 3.04 acres of road right-of-way easement.
Subject to easements, covenants and restrictions of record.

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

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

PASSED AND APPROVED this ____ day of _____, 2022.

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk

First reading: _____
Second reading: _____
Third reading: _____
Publication Date: _____

RESOLUTION NO. 22-087

RESOLUTION APPROVING BALLARD DENTAL ASSOCIATES SITE PLAN

WHEREAS, David Bentz from Bishop Engineering has submitted site plan materials for City of Huxley review for the Ballard Dental Associates Site Plan; and,

WHEREAS, the site plan is being submitted for the purpose of an expansion on the northwest corner of their building with a 17' x 80' addition to said building with a setback variance from 10 feet to 7.5 feet.

WHEREAS, the Planning & Zoning Commission reviewed the site plan at their September 26, 2022 meeting and recommends approval; and,

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Huxley, Iowa, as follows:
Approval of the Site Plan is hereby granted as follows:

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

PASSED AND APPROVED this 11th day of October 2022.

APPROVAL BY MAYOR

I hereby execute the foregoing **Resolution No. 22-087** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 11th day of October 2022

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk

Huxley Planning & Zoning Commission Minutes September 26, 2022

Chairman Roger Bierbaum called the meeting to order at 6:02 P.M.

ROLL CALL: Bierbaum, Murphy, Patterson, Mosher, Frantz, Ebel, Schonhorst present. Welcome Doug Schonhorst to the Planning and Zoning Commission!

CITY STAFF PRESENT: Amy Kaplan – Zoning Clerk, Jolene Lettow, City Clerk.

CONSULTANTS PRESENT: None.

GUESTS PRESENT: Adam Schoeppner (Nilles Associates, Inc), Chris Gardner (120 South) and David Bentz (Bishop Engineering).

MINUTES APPROVAL: Motion by Frantz, second by Patterson to approve the minutes from the June 20, 2022 meeting. 7 Aye. 0 Nay. MCU.

PUBLIC COMMENTS: None.

PUBLIC HEARING:

120 South Voluntary Annexation- Motion by Mosher, second by Murphy to open the hearing at 6:04 PM. Adam Schoeppner provided a brief summary of the eighty-acre area. A question was asked if Rick Sheldahl's property (32491 US Highway 69) would be involved in the annexation. Kaplan indicated that she spoke to the City Attorney and at this time it was not in the City's interest to annex said property. Motion by Patterson, second by Frantz to close the hearing at 6:08 PM. Bierbaum, Murphy, Patterson, Mosher, Frantz, Ebel, Schonhorst voted yes. MCU.

120 South Rezoning from A-1 (agricultural district) to R-5 (planned unit development)- Motion by Murphy, second by Patterson to open the hearing at 6:12 PM. Adam Schoeppner provided a brief summary of the commercial, residential and senior living development plan proving the need for the R-5 zoning. Discussion was had regarding the type of residential housing as well as the age requirements of the senior living development. Motion by Ebel, second by Mosher to close the hearing at 6:24 PM. Bierbaum, Murphy, Patterson, Mosher, Frantz, Ebel, Schonhorst voted yes. MCU.

BUSINESS ITEMS:

Recommendation to Council on 120 South Voluntary Annexation- Motion by Bierbaum, second by Mosher to recommend approval of the voluntary annexation to City Council. It is noted that the Commission agrees that the Sheldahl property at 32491 US Highway 69 should not be annexed at this time after discussion with staff who reviewed with the City Attorney. Bierbaum, Murphy, Patterson, Mosher, Frantz, Ebel, Schonhorst voted yes. MCU.

Recommendation to Council on 120 South Rezoning Request- Discussion was had to determine if the rezoning request was in line with the City's Comprehensive Plan. It was determined that it is. It was noted that each project will have a site plan that will need to be approved. Motion by Ebel, second by Frantz to recommend approval of rezoning the area from A-1 to R-5 to City Council. Bierbaum, Murphy, Patterson, Mosher, Frantz, Ebel, Schonhorst voted yes. MCU.

Site Plan—Ballard Dental- David Bentz from Bishop Engineering provided a brief summary of the Ballard Dental addition. Kaplan noted that Ballard Dental received a variance from the Zoning Board of Adjustment reducing the setback requirement to 7.5 feet. Motion by Patterson, second by Ebel to recommend approval of the Ballard Dental Site Plan to City Council. Bierbaum, Murphy, Patterson, Mosher, Frantz, Ebel, Schonhorst voted yes. MCU.

Appointment of Vice Chair- It was noted that the existing Vice Chair, Mike Schonhorst, has resigned from the Commission and a new Vice Chair should be appointed. Motion by Mosher, second by Frantz to appoint Ebel as Vice Chair of the Planning and Zoning Commission. Bierbaum, Murphy, Patterson, Mosher, Frantz, Ebel, Schonhorst voted yes. MCU.

INFORMATIONAL ITEMS FOR PLANNING & ZONING CONSIDERATION/INPUT:

R1A discussion- Discussion will resume regarding R1A zoning once the new City Administrator is hired.

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

PLANNING AND ZONING COMMISSION COMMENTS:

- Next meeting will be in the Council Chambers on October 17, 2022, if needed.
- Kevin Deaton thanked the commission for all of their work and extended his deepest appreciation.
- Mosher asked if the trail system will continue through 120 South. Plans indicate that it will.
- Bierbaum inquired about how much involvement the Commission will have in the development of 120 South. It was indicated that each site plan will go through Planning & Zoning before heading to Council.
- Mosher asked about the status of the search for a new City Administrator. Lettow indicated that the City has hired a consultant and will be meeting with them at the September 27th Council Meeting.

ADJOURNMENT: Motion – Patterson, second- Ebel to adjourn meeting at 6:51 P.M. 7 ayes, 0 nays. MCU.

Amy Kaplan, Zoning Clerk

Roger Bierbaum, Chairman

Date of Approval



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

August 31, 2022

Mike Hembd
Bishop Engineering Co.
3501 104th Street
Urbandale, Iowa 50322

mhembd@bishopengr.com
(E-Mail Only)

HUXLEY, IOWA
BALLARD DENTAL ASSOCIATES
408 CAMPUS DRIVE
REVISED SITE PLAN REVIEW

We have reviewed the revised site plan for Ballard Dental Associates and find it acceptable.

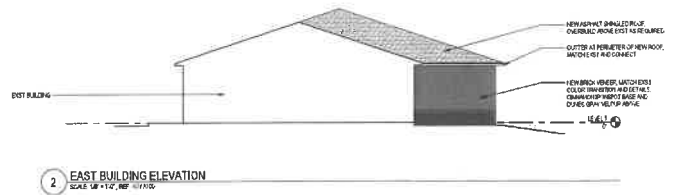
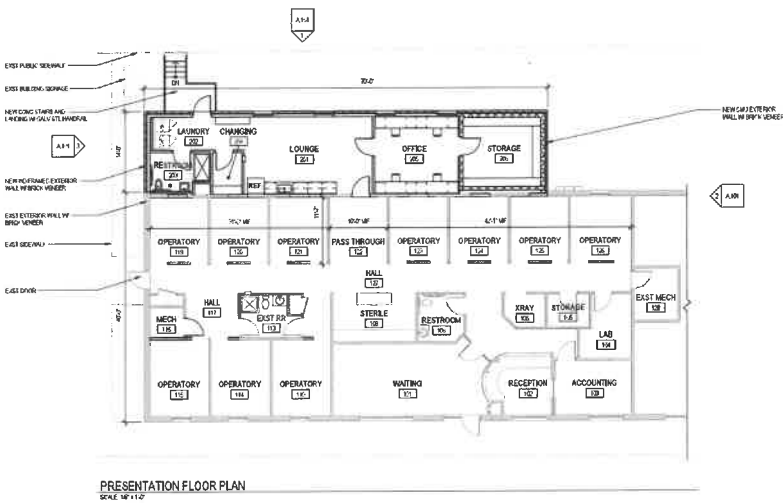
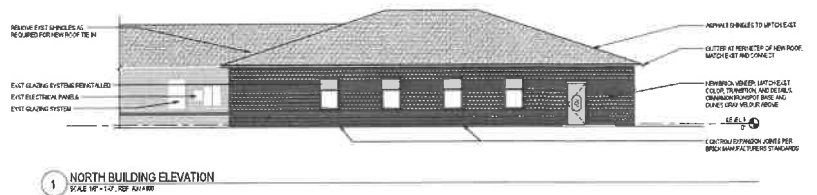
If you have any questions or comments, please contact us at 515-225-8000.

VEENSTRA & KIMM, INC.

Forrest S. Aldrich

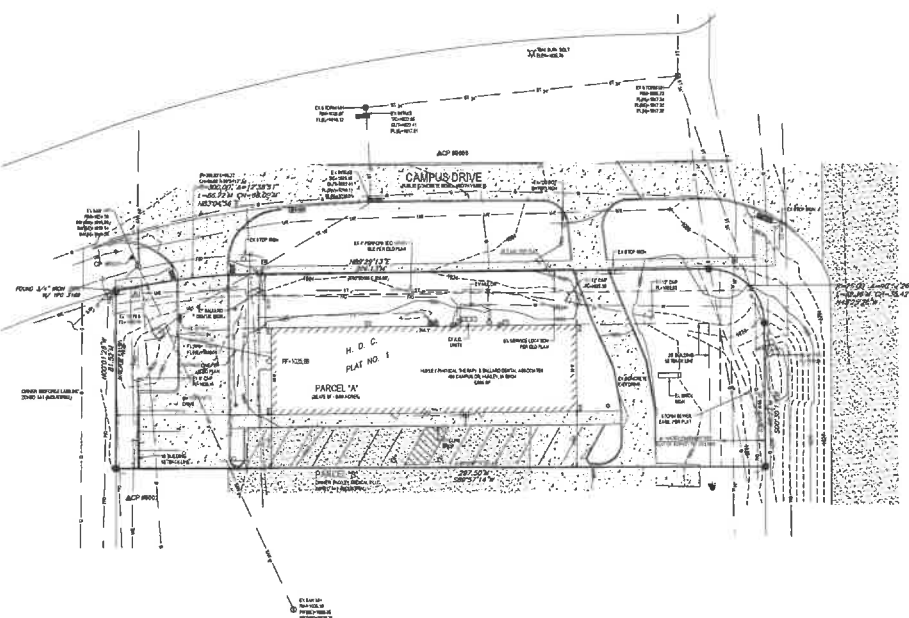
FSA:rsb
45229-078

cc: Jeff Peterson, City of Huxley (e-mail)
Keith Vitzthum, City of Huxley (e-mail)
Mat Kahler, City of Huxley (e-mail)
AJ Strumpfer, City of Huxley (e-mail)
Amy Kaplan, City of Huxley (e-mail)
Seth Sunderman, Bishop Engineering Co. (e-mail)
Godwin Agbleze, Bishop Engineering Co. (e-mail)



BALLARD DENTAL ASSOCIATES

SITE SURVEY



ABBREVIATIONS			
K	ACRES	POB	POINT OF BEGINNING
N	ASPHALT	POC	POINT OF COMMENCEMENT
N	BOOK	PRA	PUBLIC ACQUISITION
BY	CONCRETE	PUE	PUBLIC UTILITY EASEMENT
CON	CREATED DISTANCE	RD	RIGHT OF WAY
EX	EASEMENT	RP	RED PLASTIC CAP
ENCL	ENCLOSURE	SF	SQUARE FEET
FF	FIREBREAK FLOOR	SAW	SANITARY
FL	FLOW LINE	TP	TYPICAL
FR	FURNACE	YPL	YELLOW PLASTIC CAP
M	MEASURED DISTANCE	N	NORTH
MM	MIMOLE	S	SOUTH
JPL	GRASSY PLASTIC CAP	E	EAST
	PLATED DISTANCE	W	WEST
PD	PAGE		

NOTES

1. ADJACENT PROPERTY OWNER INFORMATION OBTAINED FROM ST. LOUIS COUNTY ASSESSORS WEB PAGE 2. PARENTHESES () DENOTES PREVIOUSLY RECORDED DEEDS AND DISTANCES

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I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED
AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY
DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED
PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: _____ DATE: _____

LARRY D. MYLER, P.L.S. 14775

LICENSE NUMBER: DATE: DEC. 31, 2020

UTILITY MAPS PROVIDED BY:

1. ELECTRIC & GAS: ALLIANT ENERGY / (800) 255-4200
2. STORM AND SANITARY: CITY OF HUNLEY / (515) 684-2651
3. FIBER OPTIC: JUPITER / (515) 837-4405
4. FIBER OPTIC: LINTE PRIVATE NETWORKS / (515) 425-3550
5. FIBER OPTIC: J&J DESIGN, COMMUNICATIONS / (515) 830-0444

UTILITY NOTE
THE LOCATION OF UTILITIES, RECORDS, AND PLANS ENGINEERING, UNLESS ONLY, BISHOP SHOULD BE THE DUTY OF THE AND IF ANY ACCIDENT

Bishop Engineering

3501 104th Street
Oak Moten, Iowa 50222-3822
Phone (515) 294-6447 Fax (515) 274-
and 50222-3822

SITE SURVEY

408 CAMPUS DRIVE
HUXLEY, IOWA 50124

EXPENSES: 11

EDWIN BY
MAY

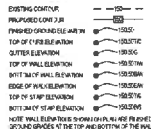
2007

2

1

2202

C1.





VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

August 16, 2022

Mike Hembd
Bishop Engineering Co.
3501 104th Street
Urbandale, Iowa 50322

mhembd@bishopengr.com
(E-Mail Only)

HUXLEY, IOWA
BALLARD DENTAL ASSOCIATES
408 CAMPUS DRIVE
SITE PLAN REVIEW

We have reviewed the site plan for Ballard Dental Associates and offer the following comment:

1. Label contacts for inspections and utilities as follows:

Water and Sewer, Keith Vitzthum, City of Huxley, 515-290-7512
Gas and Electric, Jeremy Rassmussen, Alliant Energy, 515-268-3412
Stormwater and SWPPP, Mat Kahler, City of Huxley, 515-822-3800

Engineer's response: Added to sheet 2.1

2. Developer's / Owner's engineer will need to sign off on the project with a written statement that all construction plans and as-builts were completed to the engineer's design, and City supplemental and SUDAS standards before a final C.O. is issued.

Engineer's response: Noted

3. Weekly SWPPP inspections are to be sent to Mat Kahler by e-mail to streetsupt@huxleyiowa.org.

Engineer's response: Noted

4. Provide information on where the downspouts will be drained.

Engineer's response: Downspouts will splash on grade and the locations are added to the site plan.

Mike Hembd
August 16, 2022
Page 2

5. Provide exterior building addition elevations.

Engineer's response: Building elevations to be provided prior to P&Z Meeting.

6. Provide calculations showing a minimum of 20% greenspace on the site.

Engineer's response: Green space calculation added.

If you have any questions or comments, please contact us at 515-225-8000.

VEENSTRA & KIMM, INC.



Forrest S. Aldrich

FSA:rsb
45229-078

cc: Rita Conner, City of Huxley (e-mail)
Jeff Peterson, City of Huxley (e-mail)
Keith Vitzthum, City of Huxley (e-mail)
Mat Kahler, City of Huxley (e-mail)
AJ Strumpfer, City of Huxley (e-mail)
Amy Kaplan, City of Huxley (e-mail)
Seth Sunderman, Bishop Engineering Co. (e-mail)
Godwin Agbleze, Bishop Engineering Co. (e-mail)

ZONING BOARD OF ADJUSTMENT COMMUNICATION

AGENDA HEADING:

Request from Huxley Medical III, LLC for a setback variance of 7 foot, 5 inches for expansion of an existing commercial building at 408 Campus Drive (M-1 Zoning District)

SUBMITTED BY:

Rita Conner, City Administrator

SYNOPSIS:

Huxley Medical III, LLC have submitted application for a variance of the setback for construction of an expansion to an existing commercial building. The business plans to expand the existing dental office to provide square footage for additional services at the address.

Additional information is below and attached.

CITY OF HUXLEY CODE SECTION: CHAPTER 165.30 (2)

ADDITIONAL INFORMATION:

- The variance request is to reduce the setback to 7.5 feet
- A photo of the existing building and its location is provided with the packet information. The existing sidewalk and driveway will not be impacted by the building expansion
- 165.43 (K) Practical difficulties. The building is currently on the building set back line. They are looking to expand the dental office and due to site constraints, the only way to expand is to the north. To the south is existing parking lots and buildings that cannot get shifted. To the east and west are existing sidewalks and drives into the property.

RECOMMENDATION: No staff objection

- The building expansion does not impede vehicular or pedestrian access and does not create a visual impediment to vehicle, bicycle or pedestrian traffic





HUXLEY

— HEART OF THE PRAIRIE —

Appeal to the Board of Adjustment

Date Submitted: _____ Board Review Date: _____
Property Owner: Huxley Medical III LLC
Property Address: 408 Campus Drive Huxley, Iowa
Property Zoning: M-1 Industrial
Legal Description: Parcel A of Plat of Survey Recorded as Instrument No. 03-13590

Please provide a detailed explanation of work to be done and variance needed:

A 17'x80' building addition that will encroach into the required north (side yard) setback. The 1988 plat seemingly shows a 25 feet setback. The current M-1 requirements have a minimum side yard setback of 10 feet. Applicant requests reduction in the north (side yard) setback to allow for the building addition. It is requested to be reduced to 7.5 feet.

The fee for variance is nonrefundable. All neighboring property owners will be notified of this variance request plus a notice will be published in a local newspaper. Please include a fully dimensional, to scale, site plan.

Signed: _____

Date: 6 July 2022

Appeal to Zoning Board of Adjustments

Primary: \$100

Secondary: \$50

Special Use Permits: \$100

.....
(office use only)

Date Hearing Advertised: _____

Decision of the Board:



HUXLEY

— HEART OF THE PRAIRIE —

Appeal to the Board of Adjustments

Date Submitted: _____ Board Review Date: _____
Property Owner: Huxley Medical III LLC
Property Address: 408 Campus Drive Huxley, Iowa
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Signed: _____ Date: _____

Appeal to Zoning Board of Adjustments

Primary: \$100
Secondary: \$50
Special Use Permits: \$100

.....
(office use only)

Date Hearing Advertised: _____

Decision of the Board:

K.D.C. PLAT 100. 1 - 1/2 IN. DESCRIPTION

A PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 82 NORTH, RANGE 24 WEST OF THE 5TH P.M., ALL NOW BEING EX AND FORMING A PART OF THE CITY OF MAULEY, STORY COUNTY, IOWA DESCRIBED AS FOLLOWS:

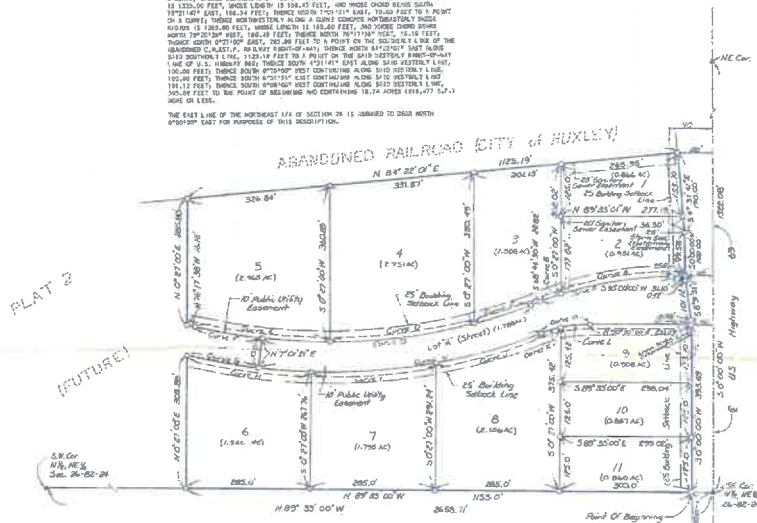
CONCRETE AT THE SOUTH-EAST CORNER OF EAST BURNHILL 1/2 OF THE NORTH-EAST 1/4 OF
SECTION NORTH 33-13-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-105

THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 28 IS ASSUMED TO BEAR NORTH 8°00'00" EAST FOR PURPOSES OF THIS DESCRIPTION.

Legend

A	Sec. Cor. Monument Point
C	Ingr. Rad. Sd. 1/2 L. & Cap.
-----	Plot Boundary Line

Scale: 1" = 100'

[illegible]

U-94

I HEREBY CERTIFY THAT THIS PLAT, MAP, SURVEY OR REPORT WAS
MADE BY ME OR UNDER MY CORRECT PERSONAL SUPERVISION AND THAT
I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE
STATE OF IOWA.

SIGNED William J. Schaeffer DITF
DEPT. OF LAND & WATER, P.O. BOX 1000, IOWA CITY, IOWA 52242

H. D. C. PLAT NO. 1

FINAL PLAY

SNYDER & ASSOCIATES

MARK	APPROVAL	DATE	BY
Engineer: E.L.B.	Checked By: MCO	Scale: 1"=100'	
Construction WDG	Date: 6-6-88	Field No:	Py:
Project No. 88-146-0		Sheet 1 of 1	
Drawn By: D-243			

1500-4701 N KENT RD
SUITE 111 ANKENY IA 50014

CONSULTING ENGINEERS

Sheet 1 of 1



408 CAMPUS DRIVE, SUITE A
HUXLEY, IOWA

LAYOUT PLAN

ISSUE NO.
DRAWN BY
CHECKED BY
DATE
PROJECT NUMBER
220229
SHEET NUMBER
C2.1

C2.1

**Huxley Zoning Board of Adjustment Minutes
Tuesday July 19, 2022**

Chairman Paul Wilken called the Zoom meeting to order at 12:00 P.M.

ROLL CALL: Wheeler, Wilson, Wilken present. Hyman- absent.

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

CONSULTANTS PRESENT: None

GUESTS PRESENT: Scott Mohr, David Bentz, Ben Antons, Tom Trapp, Dr. Robert Davis.

APPROVE AGENDA AS PRESENTED AND/OR AMENDED: Motion –Wheeler, second –Wilson to approve agenda. 3 AYE. 0 NAY.

APPROVE MINUTES FROM DECEMBER 2, 2021 MEETING: Motion- Wilson, second- Wheeler to approve minutes. 3 AYE. 0 NAY.

BUSINESS ITEMS: Received a request for proposed variance to the north (side yard) setback requirement shown on the 1988 plat and the current Chapter 165.30 (2), reducing the setback to 7.5 feet, in accordance with Section 165.43(K) of the Zoning Ordinance for an M-1 zoned property located at 408 Campus Dr, Huxley, Iowa and legally described as: Parcel A of Lot 1 in H.D.C. Plat No. 1, an Official Plat in Huxley, Story County, Iowa.

The dental office would like to expand the northwest corner of their building to the north with a seventeen-foot addition, that is eighty feet long.

Discussion was had by the Board. No public comments were received.

Motion by Wheeler, second-Wilson, to grant the variance. Wheeler, Wilken, Wilson voted yes. MCU.

ADJOURNMENT: Motion – Wilson, second- Wheeler to adjourn meeting at 12:18 P.M. 3 ayes, 0 nays. Motion carried.

Amy Kaplan, Zoning Clerk

Paul Wilken, Chairman

Date of Approval

NOTICE OF PUBLIC HEARING

TO: ALL CITIZENS AND ALL PARTIES IN INTEREST WHO MAY BE ENTITLED TO NOTICE AND OPPORTUNITY TO BE HEARD ON A REQUEST FOR A VARIANCE UNDER THE ZONING ORDINANCES FOR PROPERTY LOCATED AT 408 CAMPUS DRIVE, HUXLEY, IOWA.

You are hereby notified that at twelve o'clock p.m. on the 19th day of July 2022, via Zoom, the Board of Adjustment of Huxley, Iowa, will hold a public hearing on a proposed variance to the north (side yard) setback requirement shown on the 1988 plat and the current Chapter 165.30 (2), reducing the setback to 7.5 feet, in accordance with Section 165.43(K) of the Zoning Ordinance for an M-1 zoned property located at 408 Campus Dr, Huxley, Iowa and legally described as: Parcel A of Lot 1 in H.D.C. Plat No. 1, an Official Plat in Huxley, Story County, Iowa.

All persons will have the opportunity to be heard on such variance at such time and place. Thereafter, the Board of Adjustment may act on such request for a variance without further notice or opportunity for hearing.

Paul Wilken
Board Chairperson

Zoom Information:
Dial in: 312-626-6799
Meeting ID: 811 7078 9059
Passcode: 50124

NOTICE OF PUBLIC HEARING

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