



CITY COUNCIL MEETING NOTICE

**Tuesday, June 27, 2023 6:00pm
CITY COUNCIL CHAMBERS**

AGENDA

- 1. CALL TO ORDER REGULAR MEETING: ROLL CALL**
- 2. APPROVE AGENDA AS PRESENTED AND/OR AMENDED**
- 3. PUBLIC COMMENT (5 Minute Time Limit for Items Not Listed on this Agenda)**
- 4. CONSENT AGENDA – *These are routine business items and will be acted upon by one Roll Call Vote without separate discussion unless a council member requests an item to be removed or considered separately.***
 - a. Approve Minutes from June 13th Council Meeting
 - b. Approve Payment of Bills
 - c. Motion to Approve Resolution No. 23-038 to Update Bank Depository Amounts and Signatories
 - d. Motion to Approve Purchase of Playground Equipment for Berhow Park
 - e. Motion to Approve Sewer Cleaning Service Contract
 - f. Motion to Approve Surplus Property Disposal Policy
- 5. BUSINESS ITEMS**
 - a. Approve First Reading of Ordinance 531 on Rezoning of Property at 204 W. Railway Street from Industrial (M-1) to Multi-Family Residential (R-3).
 - b. Approve Resolution No. 23-039 on Revision to Site Plan for Ankeny Lawn Care
 - c. Approve Resolution No. 23-040 for Agreement with Ballard Community School District for School Resource Officer
 - d. Motion to Hire Police Officer to Replace Officer Moving to SRO Position
 - e. Approve Resolution No. 23-041 Deleting Property from the Huxley Urban Renewal Area
 - f. Approve First Reading of Ordinance No. 532 Deleting Property from the Tax Increment Financing District for the Huxley Urban Renewal Area of the City of Huxley, Iowa. Pursuant to Section 403.19 of the Code of Iowa
 - g. Waive Second and Third Reading of Ordinance No. 532 Deleting Property from the Tax Increment Financing District for the Huxley Urban Renewal Area of the City of Huxley, Iowa. Pursuant to Section 403.19 of the Code of Iowa
 - h. Approve Resolution No. 23-042 Setting Date for Public Hearing on Designation of the Expanded Huxley Urban Renewal Area and Urban Renewal Area Amendment
- 6. DEPARTMENT, COUNCIL AND MAYOR REPORTS**
- 7. WORK SESSION**
 - a. 120 South – Proposed TIF Rebate Scenario
 - b. Grant Application – Jensen Request
 - c. Police Department Supervision
 - d. Hail Damage/Insurance Report
- 8. ADJOURNMENT**

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.

CONSENT AGENDA

June 13, 2023 Minutes

Payment of Bills

Resolution No. 23-038 Bank Depository Amount and Signatories

Playground Equipment for Berhow Park

Sewer Cleaning Service Contract

Surplus Property Disposal Policy

HUXLEY CITY COUNCIL MEETING MINUTES

Tuesday, June 13, 2023

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 6:07 pm.

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

CITY STAFF PRESENT: Dave Haugland – City Administrator, Jolene Lettow – City Clerk, Cathy VanMaanen – Library Director, Travis Woodbeck – Fire Chief, Jeff Peterson – Public Works Director, Nathan Albaugh – Police Chief

CONSULTANTS PRESENT: Amy Beattie – City Attorney, Forrest Aldrich – City Engineer

PRESENTATION: Council presented Matt Pacha, owner of Flight Bar & Grill, with a crystal plaque for receiving the “Best Burger 2023” award.

CONSENT AGENDA:

- a. Approve Minutes from May 23rd Council Meeting
- b. Approve Payment of Bills
- c. Approve Alcohol Permit for Casey’s, 902 N. Highway 69
- d. Approve Cigarette Permit for Dollar General
- e. Approve Resolution No. 23-034 for Pay App No. 19 for Water Treatment Plant Expansion Project
- f. Approve Appointment of John Brooks to Library Board of Trustees
- g. Approve Re-Appointment of Aimee Fangmann to Library Board of Trustees
- h. Approve Resolution No. 23-035 to Set FY24 Salaries
- i. Approve Resolution No. 23-036 for Second Amendment to Utility Relocation for I-35 Widening Project Agreement

CLAIMS:

ACCREDITED SECURITY	TASER/HOLSTER/BATTERY/CART	599.00
ALLIANT ENERGY	UTILITIES	10,115.77
ARNOLD MOTOR SUPPLY	OIL/SPARK PLUGS/BRK CLEANER	180.28
BAUER AIDEN	MEN'S BB LEAGUE/SCOREKEEPER	182.00
BECKEN DANIEL	BASKETBALL LEAGUE OFFICIAL	175.00
BOUND TREE MEDICAL	BOUND TREE MEDICAL	58.99
BUCK AVALON	SOCCER REF/10 GAMES	0.00
BUD'S AUTO REPAIR INC	REPAIR/REPLACE TIRE	509.77
CHAD QUICK	SOCCER REF/20 GAMES	300.00
CITY OF AMES	6 MONTHS COMMUNITY LANDFILL	17,598.00
CLINTON H. THOMPSON	BASKETBALL LEAGUE OFFICIAL	532.00
COMPASS MINERALS AMERICA	COARSE ROCK SALT	4,091.44
COMPUTER RESOURCE SPECIALI	FIX RECEIPT PRINTER/TROUBLESHO	1,756.30
CONSUMERS ENERGY	UTILITIES	10,122.68
CONTINENTAL MANUFACTURING	CONTINENTAL MANUFACTURING CHEM	47,479.35
DICKSON & LUANN JENSEN	DICKSON & LUANN JENSEN	103,903.01
ELECTRIC PUMP	RAS FLYGHT PUMP #2/ REBUILD	7,894.50
ENVIRONMENTAL RESOURCE ASS	SINGLE NUTRIENT/QA MINI SETS	789.69
GLOCK PROFESSIONAL, INC.	ARMORER'S RECERT/JJ	250.00
GRANT NASON	SOCCER REF/7 GAMES	119.00
GREAT-WEST LIFE & ANNUITY	DEFERRED COMPENSATION	11.54
GREENFIELD ALEX	BOOT CAMP INSTR/MAY 5,12,26	55.00
GRUNDMEYER FAITH	SOCCER REF/5 GAMES	60.00
GRUNDMEYER GRACE	GRUNDMEYER GRACE	60.00
HACH COMPANY	SPECTROPHOTOMETER W/RFID	1,397.00
HUNTRODS LILY	SOCCER REF/5 GAMES	75.00
HUXLEY COMMUNICATIONS COOP	PHONE/CABLE/INTERNET	1,522.53
INNOVATIVE TECHNOLOGIES	INNOVATIVE TECHNOLOGIES	51,430.02
INTEGRATED PRINT SOLUTIONS	SUMMER SHIRT ORDER	669.00
INTERNAL REVENUE SERVICE	FED WITHOLDING TAX	30,465.08
IOWA DEPARTMENT OF PUBLIC	IOWA WARRANTS & ARTICLES SYSTE	300.00
IOWA EARTH WORKS, LLC	IOWA EARTH WORKS, LLC	4,865.32
IOWA ONE CALL	EMAIL LOCATES	63.00

	* Payroll Expense	\$ 51,016.66	
TOTAL			\$588,798.03

BUSINESS ITEMS:

WORK SESSION:

Grant Application/ Jensen request – Council directed city administrator to research possible funding source.

Once Time Notice Per Year for Grass and Weeds: Staff recommended that one notice be given per year to repeat offenders that do not follow Code with proper lawn care. Staff to work on ordinance language.

Work Session Topic: Councilman Echer requested supervision of Police Department be placed on next work session agenda for discussion.

ADJOURNMENT: Motion – Roberts, second – Thompson to adjourn meeting at 7:27 pm. 3 ayes, 0 nays. Motion carried.

Submitted by: Jolene R. Lettow, City Clerk

JUNE 27,2023

amazon capital services	dvd/books/programs	\$919.90	library
arnolds	spark plug wire/engine oil/filters	\$189.95	w & s
ascap	licensing fee/playing radio/tv	\$447.26	parks
brick gentry pc	atty fees	\$6,087.50	all
megan brendeland	microsoft365/parade candy/cambridge	\$164.77	fire
baker & taylor	books	\$618.74	library
bud's auto	steering gear assembly/oil change	\$2,249.56	police
central iowa lawn & home care,inc	diesel throttle cable/clutch/parts	\$470.44	parks
cit sewer solutions	tap removal/304 northpark blvd	\$476.14	s
cit sewer solutions	storm sewer cleaning/parkridge	\$2,646.60	s
clarke	mosquito management	\$3,087.00	parks
cochran heating & cooling	hook up split unit in jeff's office	\$380.00	w
compass minerals	24.28 ton coarse rock salt	\$4,168.32	w
consumers energy	april utilities	\$10,122.68	all
consumers energy	may utilities	\$9,757.01	all
matt doser	car show performer	\$500.00	parks
sarah dougerty	tree rebate/crab	\$75.00	parks
eden hart	basketball league score keeper	\$48.00	p & r
faller,kincheloe & co	auditors	\$7,620.00	all
gatehouse/ames tribune	publishing minutes & publiv notice	\$105.56	admin
hawkins	chemicals	\$3,262.65	w
hawkins	chlorine reg inlet cap assembly	\$289.00	w
heartland coop	round up 2.5 gals	\$273.50	w
homes by advantage	bldg permit refund	\$1,000.00	admin
iowa league of cities	member dues 7/1/23 - 6/30/24	\$2,650.00	admin
iowa municipals worker's comp	work comp prem	\$26,066.00	all
iowa prision industries	council/staff name plates	\$215.60	admin
iowa prision industries	snow route/no parking/speed limit signs	\$1,027.40	s
iowa prision industries	safety yellow shirts	\$103.50	s
iowa dot	trash bags/toilet cleaner/paper towels/toilet paper	\$457.54	parks
iowa dot	galv sign tubing	\$439.40	s
i-80 concrete	9.75 sq yds/west 1st street repair	\$1,511.25	s
i-80 concrete	8.25 yards/storm intake & st repair/e 3rd	\$1,278.75	s
i-80 concrete	4.75 yards/storm intake repair/e 3rd & 69	\$838.75	s
i-80 concrete	6.5 yards/storm intake repair/larson & meadow	\$1,007.50	s
evan kinzenbaw	men's league basketball score keeper	\$91.00	parks & rec
martin marietta	road stone	\$882.06	s
mike larson	tree rebate/maple	\$75.00	parks
marco	copies billed monthly	\$13.32	
martin marietta	18.9 ton class a road stone	\$328.85	s
menards	berhow restroom maintenance	\$352.84	parks
menards	repair berch trail	\$83.87	parks & rec
microbac/keystone lab	waterwater weekly testing	\$323.00	ww
municipal supply	blue,green flags & paint	\$368.72	w
nathan & clay, llc	pottery class library	\$760.00	library
new century	unleaded & diesel	\$4,950.99	all
kassidy noble	tree rebate/bur oak	\$75.00	park
orton homes	bldg permit refund	\$1,000.00	admin

JUNE 27,2023

postmaster	mailing water bills	\$579.72	admin
premier	hp printer monthly lease & copy fees	\$33.95	library
sandry fire supply	fire coats & pants x3/budgeted annually	\$9,488.00	fire
secure shred solutions	shred	\$52.00	all
star equipment	1650 lbs of dot spec tar	\$1,633.50	s
van diest	game on herbicide	\$318.00	parks
van meter	eaton starter contacts	\$1,095.00	ww
v & k	library meeting room renovation/final pymt	\$1,960.00	library
windstream/kinetic	police phone servie	\$96.33	police
woodruff construction	pymt #19/waster treatment plant improvements	\$202,616.00	w
xerox	printer lease & copy fees	\$179.76	library
payroll	payroll	\$50,770.74	all
	total	\$368,682.92	
	VISA		
amazon	128 sim card	\$19.98	w
usps	spring newsletter/postage	\$357.40	p & r
hobby lobby	craft paper	\$2.66	l
global industrial	drinking fountain	\$1,220.95	parks
amazon	craft supplies	\$25.48	parks & rec
northern tool	honda ohu engine/street saw	\$669.99	s
christine harwell	face painting/july party in park	\$128.75	parks
webstaurant	soleroid assembly	\$244.10	parks
webstaurant store	floor machine pads	\$91.15	p&r
oreilleys	battery	\$53.47	ww
sam club	water, towels	\$59.78	w
dollar general	potting soil	\$5.35	parks
earl may	flowers for pot	\$69.90	parks
amazon	acurile upgrade sensor	\$37.80	ww
amazon	utility cart	106.25	ww
amazon	acurile weather station	118	ww
amazon	micro fiber drying towels	\$59.90	ww
sams club	concessions	\$140.84	parks
sams club	paper/candy	\$90.82	parks
amazon	remote speakers & motorola radio	\$138.89	ww
idnr	operator cert/keith vitzthum	\$22.04	w
usps	shipping	\$11.45	s
sam's club	batteries/plates/dawn soap/cups	\$77.42	ww
idnr	waste water/water/renewal idnr/x4	\$498.16	w & ww
iawea annual conference	conference registration aj/jeff	\$540.00	ww
zoom	zoom	\$119.95	all
overflow	linens	\$11.50	library
dollar tree	plastic table clothes/foam board/party cups	\$16.59	library
walmart	glue/kids games/playdough/beads/party bags	\$103.95	library
hobby lobby	cards/wearable art	\$12.56	library
fareway	ice freeze pops/treats	\$15.18	library
usps	postage for passports	\$178.25	library
crown awards	award for flight	\$120.03	admin
idnr	operator certification	\$124.54	w & ww

JUNE 27,2023

sam's club	towels/bath towels/water	\$154.56	w
amazon	creed III dvd	\$19.96	library
refund to amazon	return casters	-\$39.88	parks
amazon	amazon prime fee	\$16.04	public works
	total	\$5,643.76	

RESOLUTION NO. 23-038

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

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

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

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

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

Authorized Depositors/Signatories:

David Haugland	Kevin Deaton
Jolene Lettow	Nathan Albaugh
Amy Kaplan	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 27th day of June, 2023

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 23-038** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 27th day of June, 2023.

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk



HUXLEY

PARKS & RECREATION DEPARTMENT

MEMORANDUM

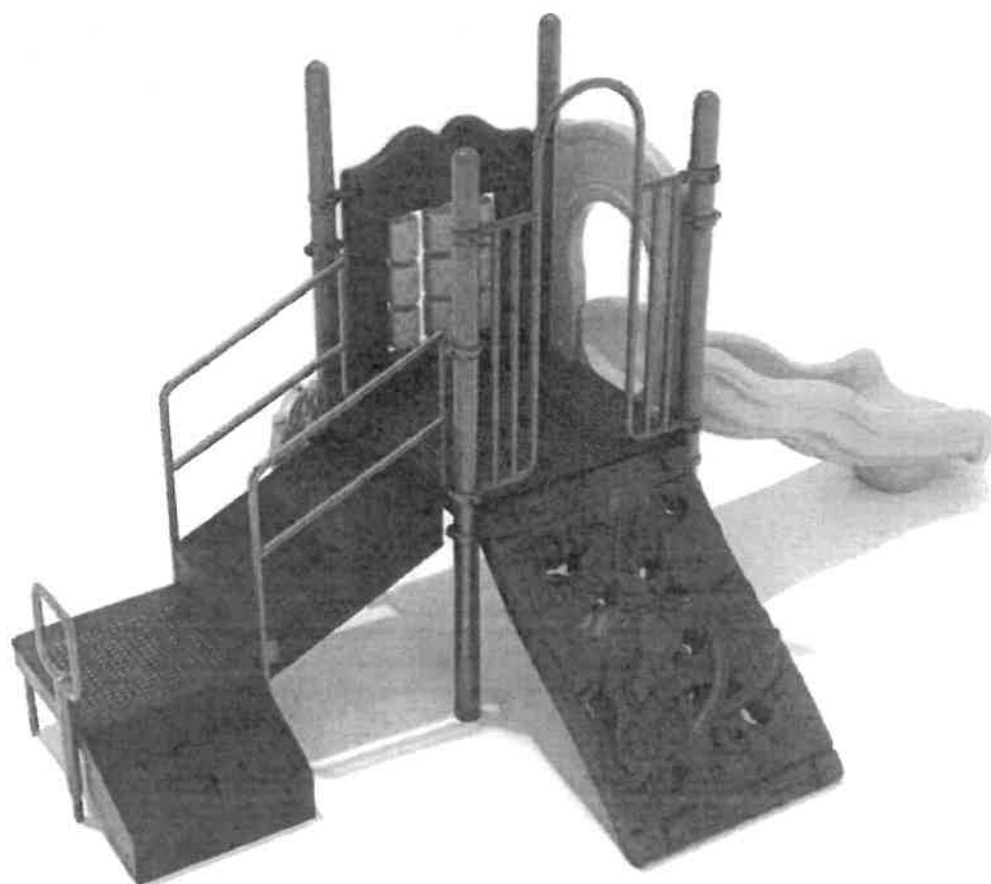
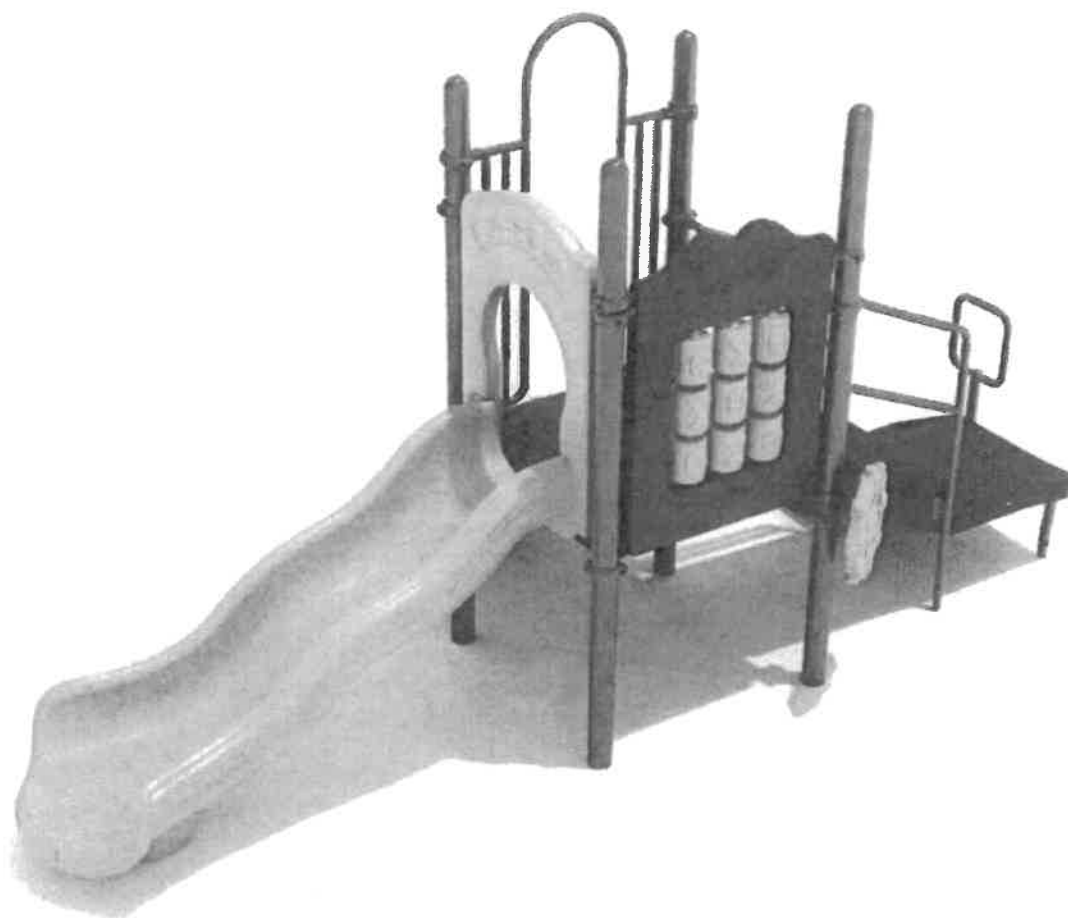
To: Honorable Mayor Kevin Deaton & City Council
From: Heather Denger
Date: 6/16/23
Re: Purchase of Playground for Berhow Park

Over the last few years the Parks and Recreation Board has received numerous requests for a playground at Berhow Park for younger age youth. In response to the diligent efforts of local residents we would like to purchase the Patriot's Point Playground in neutral colors to maintain the natural environment of Berhow Park.

Three estimates are attached. This would come out of the parks budget for 2023-2024 Park Improvements line 001-5-430-2-6427

Willy Goat \$5,300.00
Pro Playgrounds \$5,379.00
Strictly for Kids \$6,497.16

Heather Denger
Parks & Recreation Director



Heather Denger

From: WillyGoat Toys & Playgrounds <fun@willygoat.com>
Sent: Wednesday, June 7, 2023 10:45 AM
To: Heather Denger
Subject: WillyGoat Equipment Quote #D18102



QUOTE #D18102

WillyGoat Quote

Hi Heather,

Thanks for your interest in WillyGoat playground equipment. You can check out more information about play systems here: [Commercial Playgrounds & Playsets](#). Please see below for your quote and don't hesitate to contact us if you have any further questions!

Thanks and have a great week!

Best,
Nesty

Here is your quote. Orders paid with a credit card may be subject to a 3.5% credit card fee or void the discount we can offer. To keep the pricing below and be invoiced to pay via wire or check, please give us a call or reply to this email at fun@willygoat.com

Quote summary



Patriot's Point Playground x 1
Neutral / Surface
PKP028N-SM

\$4,602.00

Playground Equipment Crating Fee × 1 **\$240.00**
Over 10 Feet

Discount  GOOD THROUGH 7-15-2023 **-\$105.00**

Subtotal **\$4,737.00**

Shipping **\$563.00**

Total

\$5,300.00 USD



You saved \$105.00

To pay via wire or check, please [give us a call](#) or email us at fun@willygoat.com

[Visit our store](#)

Customer information

Shipping address

Heather Denger
3 C's
515 N MAIN AVE

Billing address

Heather Denger
3 C's
515 N MAIN AVE



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Project Name
3 C's Playground



Date	Estimate #
6/9/2023	20195



Customer / Bill To
3 C's Heather Denger 515 N MAIN AVE Huxley, IA 50124-9416

Ship To
3 C's Heather Denger 515 N MAIN AVE Huxley, IA 50124-9416

WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
	Provide 1x play system and freight price. Installation not included in price. Customer is responsible to unload delivery.			
	PLAY EQUIPMENT			
QS-23-PKP028N	Patriots Point Play System- Neutral	1	4,602.00	4,602.00
Shipping	Combined Shipping and Freight Charges	1	1,194.00	1,194.00
DSC	Discount Expires		-417.00	-417.00

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

Signature _____ Name / Title _____ Date _____

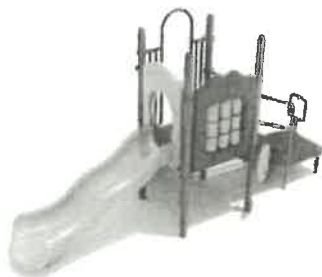
Subtotal: \$5,379.00

Sales Tax: (7.5%) \$0.00

Total: **\$5,379.00**

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

[Home](#) > [Playgrounds](#) > Sparky's Point Play Structure, in your choice of Primary Colors or Natural Color options



Patriot's Point play structure in natural profile view



Sparky's Point Play Structure, in your choice of Primary Colors or Natural Color options

On sale: \$4,999.99

Financing as low as...

\$138 / mo

[Click to Apply Now!](#)

Product ID: PGEC-PKP028 -N

Choose Options

★ Please Select a color scheme

Colors of Nature

Quantity

1

[Add to Cart](#)

[★ Review this item](#)

[♥ Add to Wish List](#)

[✉ Email a friend](#)

Description

QUICK SHIP IS BACK! 5 QTY NATURAL & 2 QTY PRIMARY COLORS IN STOCK AS OF 5/24/2021; NORMALLY SHIPS IN 2-5 WEEKS!

All children will enjoy the excitement of the Sparky's Point play structure, which is ADA compliant and designed for children 2 to 5 & to 8 years of age.

Sparky's Point features a wave slide, tic-tac-toe panel, ship's wheel, an ADA transfer station and a jungle climber! Sparky's Point sparks children's imagination and provide hours of entertainment and opportunities to play, interact, and collaborate with other children.

The Sparky's Point Play Structure is built with low and high sections so both younger and older children can easily navigate. The highest section is accessible by either the exciting jungle climber which features hand and foot holds or, they can take the stairs. On arriving, the platform provides direct access to the attached wave slide.

This structure meets the National Standards for ASTM F1487-17 & CPSC Guidelines #325, for children ages 2 - 5 yrs. & 5 to 12 yr. The fall height (deck height) is 36"h, 25' 6" x 18' 2" use zone required.

Product Specifications

- **Model Number:** PGEC-PKP028P
- **Age Range:** 2-5 years & 5-12 years
- **Child Capacity:** 10-15 children
- **Fall Height:** 36"h
- **Post Diameter:** 3.5-inch
- **Product Type:** Quick Ship

One Page Checkout

ITEMS	QTY	PRICE	Total
 Sparky's Point Play Structure, in your choice of Primary Colors or Natural Color options Please Select a color scheme: Colors of Nature	1	\$4,999.99	\$4,999.99

If you have registered with us before, sign in now to save time during checkout. Signing in is optional. You can check out without signing in.

[Log in to your account](#)

Billing Information

First Name

Last Name

Company

Phone

Address

Suite / Apt #

City

Country United States

State State

Zip

Email

☐ Yes!, I would like to be notified of product updates.

Create New Account

Email Type your email above

Password

Shipping Information

☐ Same as Billing

First Name

Last Name

Company

Phone

Address

Suite / Apt #

City HUXLEY

Country United States

State Iowa

Zip 50124

Shipping Method

Address Type Residential

☒ Economy Shipping \$1,497.17

[Refresh Rates](#)

Order Total

1 Item(s)	\$4,999.99
Shipping	\$1,497.17
Taxes	\$0.00
Total	\$6,497.16

Balance \$6,497.16

[Apply Coupon](#)



MEMO

HUXLEY
— HEART OF THE PRAIRIE —

WASTEWATER DEPT.

To: Mayor, Council, City Administrator, Public Works Director and Asst. Public Works Director

Date: June 16th, 2023

I have been reviewing contracts with various sewer cleaning companies in our area. The purpose of the contract is to get the best rate for the city, while also providing the sewer cleaning company the city's regular business. Over the years, the city has had contracts with a few different companies. Our current contract holder has not been fulfilling our needs, thus the reason we are looking into other companies.

As stated, we have had a contract with a sewer cleaning company for many years. We have reviewed contracts from reputable as well as reasonably priced companies that are attached for your review. The company I am recommending is CIT Sewer Solutions. They have been working with us in taking care of our needs, while the current contract holder has not. CIT has also honored the prices of our current contract holder. Municipal looks to be the cheapest but they have a mobilization fee which if you consider that when doing the pricing actually puts them at the same price if not more than CIT. CIT is based out of McCallsburg, Iowa and can respond to emergencies very quickly since travel time is only 30 minutes away. With the established relationship and commitment I have seen with working with CIT, I feel this is the best fit for the City of Huxley to contract with to do our sanitary collections systems maintenance needs.

Thank you for the consideration,

AJ Strumpher

Wastewater Superintendent



2023 Pricing Sheet

Existing Contracts

	60 Day Pay	45 Day Pay	30 Day Pay
Clean & TV / foot	2.45	2.16	2.01
Jet Vac/ hour	399.94	351.95	327.95
Jet Vac/ foot	1.07	0.94	0.88
Hydro-Excavate/ hour	399.94	351.95	327.95
Mainline Camera/hour	399.94	351.95	327.95
Mainline Camera/foot	1.46	1.29	1.20
Easement Machine/ hour	125.20	110.17	102.66
Easement Machine/ foot	1.22	1.07	1.00
Lateral launch/ launch New Construction	298.52	262.70	244.79
Lateral launch/ launch existing	328.08	288.71	269.02
Robotic Cutting	436.83	384.41	358.20
Mobilization/ hour	298.52	262.70	244.79
6K Root Cut/ft	1.72	1.51	1.41
Smoke Testing/hour	304.89	268.30	250.01
Labor	101.43	89.26	83.18
Backhoe/ hour	361.82	318.40	296.69
Skid / hour	361.82	318.40	296.69
Per Diem	220.27	193.83	180.62

5% Fuel surcharge added to all invoices until further notice



PO Box 203
Mc Callsburg, IA 50154
Phone: 515-434-2248 Fax: 515-434-2249
www.citsewer.com

Five-year sewer maintenance contract

The City of Huxley hereby enters a five-year contract with CIT Sewer Solutions to maintain the sewers of the City of Huxley by use of CIT's equipment for the duration of a five-year period according to the following terms.

1. The City will furnish a sewer map, the necessary water, expose all manhole lids, provide a disposal area for debris removed and furnish legal access to all manholes.
 2. Should CIT's equipment (hose, camera, cleaners, nozzles, etc.) become lodged during attempts to perform duties specified by the customer, all costs associated with the removal and replacement of equipment will be the responsibility of the customer.
 3. CIT agrees to furnish all equipment, manpower, insurances, and other incidentals necessary to complete project. All services will be performed by experienced workmen in a neat and orderly manner. It is the responsibility of CIT to be compliant with all applicable OSHA regulations.
 4. It will be the responsibility of the City to notify CIT of any stoppages that occur in lines that were fully cleaned and televised the previous year so that any such lines will be cleaned without charge during our next visit. (this will not apply if video shows line was free of blockage at time of previous cleaning)
 5. Complete records, maps and other information will be kept by CIT with a copy available to the City upon request. A summary report will be given to the City at the completion of each job along with a flash drive if televised.
 6. The time and performance of this contract, such as frequency of cleaning, methods used, and extent of cleaning necessary, will be determined by actual conditions found. The areas of the sewers to be maintained each year will be determined from discussions between CIT representative, and the City's representative at a time preceding each year's work.
-

7. Prices plus inflation clause is 3% year over year to the City for services during the 5-year agreement.

	5-year contract pricing for Huxley, Iowa from April 2023 – April 2028	Price Per Unit	Unit
a.	Jet/Vac Cleaning 8” – 12” (two passes or less)	\$0.80	FT
	Jet/Vac Cleaning 15” – 18” (two passes or less)	\$1.10	FT
	Jet/Vac Cleaning – Heavy Cleaning (3 or more passes)	\$325	HR
b.	Hydro Root Sawing	\$1.60	FT
c.	CCTV Inspection (PACP Reports, Rehabilitation Recommendation Report and flash drive included)	\$1.10	FT
	Reverse Inspection	\$50	EA
	Lateral Launch	\$269	EA
d.	Vacuum Cleaning One Hour Minimum (lift stations, catch basins, storage tanks, etc.)	\$325	HR
	Hourly Vacuum Cleaning after One Hour Minimum		
e.	Smoke Testing	\$0.65	FT
f.	Robotic Cutting	\$358	HR

Idle Time - \$300/hour - Time exceeding 30 min for water fill, debris disposal, customer representative authorizations or other factors not related to CIT’s responsibilities while performing agreed job scope will be considered Idle Time and shall be charged at a prorated rate once that limit is exceeded.

Investigative work - \$325/truck/hour - prorated for actual time worked in 15 min increments.

Buried Manholes – CIT will expose a manhole up to 8” deep under dirt or gravel at a flat cost of \$75 – If a cover is over 8” deep, the owner is responsible to contact Iowa One Call for locate if they desire CIT to expose, will be charged at a rate of \$300/hour.

***** No Mobilization is to be charged during the duration of this contract*****

8. Total work to be performed yearly by CIT will be a minimum amount of \$5,000.00 per year. This work may be a combination of any of the services offered.

9. The minimum amount of pre-scheduled work to be performed will be \$1,200.00 per visit.

10. Payment will be made at the unit prices as per contract. Request for any additional work not included in the provisions of this contract will be negotiated between Customer and CIT via change order.
11. Customer will pay CIT in full for all completed work within 30 days of CIT invoice date. 5% interest will be charged on any unpaid balance over 30 days from date of invoice. 25% surcharge fee on legal and/or collection fee to collect delinquent invoices.
12. Prices listed will be subject to a re-evaluation annually. Any increase determined, will serve to adjust solely for purposes of inflation, per the current consumer price index of and or on the anniversary of the contract sign date.
13. If at any time in the 5-year contract period, either the City of Huxley or CIT wishes to terminate the contract, either party may do so by giving thirty (30) days written notice.

This contract period extends from

Agreement dated this _____ day of _____, 20__.

CIT CEO Signature

City Official (Authorized to Sign)

CIT Representative Signature

Attest

Five Year Sewer Maintenance Contract

The City of Huxley, IA hereby enters into a five-year contract with Municipal Pipe Tool Company LLC, 515 5th St. - Hudson, Iowa, to maintain the sewers of the City by use of Municipal Pipe Tool Company LLC's equipment for the duration of a five-year period at frozen prices, according to the following terms:

1. The City will furnish a sewer map, the necessary water, expose all manhole lids, provide a disposal area for debris removed and furnish legal access to all manholes, which may include traffic control.
2. The City will be responsible for all excavations and/or replacement of manholes, sewer tile, or damages caused by storms, floods, blowbacks or other unavoidable causes. Stoppages caused by structural failure or sewer tile, manholes, frozen sewer lines or other utilities are not covered by this agreement. Should Municipal Pipe Tool Company LLC, equipment (hose, camera, cleaners, nozzles, etc.) become lodged during attempts to perform duties specified by the customer, all costs associated with removal and replacement of equipment will be the responsibility of the customer.
3. **It will be the responsibility of the City to notify us of any stoppages that occur in lines maintained the previous year so that any such stoppage may be opened by us without charge.**
4. Municipal Pipe Tool Company LLC agrees to furnish all equipment, manpower, insurances, and other incidentals necessary for proper maintenance. All services will be performed by experienced workmen in a neat and orderly manner. It is the responsibility of Municipal Pipe Tool to be compliant with all applicable OSHA regulations. A copy of our Confined Space Entry Program is available for review by the City upon request.
5. Complete records, maps and other information will be kept by Municipal Pipe Tool Company LLC with a copy available to the City upon request. A written report will be sent to the city after each performance, as per this contract.
6. The time and performance of this contract, such as frequency of cleaning, methods used, and extent of cleaning necessary, will be determined by actual conditions found. The areas of the sewers to be maintained each year will be determined from discussions between Municipal Pipe Tool representatives, the City, and the City's representative at a time preceding each year's work.

"We Protect the Environment!"

Our Core Values:

Safety - Unity - Relationships - Proactive - Determination - Results

Five-year Maintenance Contract, page 2

7. Prices plus inflation clause (item 12) are guaranteed to the City for services during the 5-year agreement. Prices per year are as follows:

5-year contract pricing from April 2023 – March 2028		Price Per Unit	Unit
a.	Jet/Vac Cleaning 8" - 12" (two passes or less)	\$0.73	FT
	Jet/Vac Cleaning with Easement Machine 8" – 12" (two passes or less)	\$1.08	FT
	Jet/Vac Cleaning 15" – 18" (two passes or less)	\$0.82	FT
	Jet/Vac Cleaning with Easement Machine 15" – 18" (two passes or less)	\$1.29	FT
b.	Hydro root sawing	\$1.01	FT
c.	Television inspection- pan & tilt (includes choice of CD/DVD/flash drive, & Electronic or Paper Report)	\$1.07	FT
	PACP (Pipe Assessment Certification Program) Reports	\$0.25	FT
d.	Vacuum Cleaning Service	\$300.00	HR
	Vacuum Cleaning Service with Easement Machine	\$355.00	HR
e.	Smoke Testing	\$0.46	FT
f.	Joint grouting sealing & testing (per diameter inch per joint)	\$5.46	DIAM IN
	Grout materials	\$16.39	GAL
g.	Emergency Calls		
	Jet cleaning- port to port mobilization and one technician	\$217.00	HR
	Vacuum Cleaning or Televising - port to port mobilization and up to two technicians	\$383.00	HR
	Additional required technicians (see item 10)	\$126.00	HR
h.	Rehabilitation Recommendation Report	\$0.17	FT
i.	Mobilization (per visit)	\$669.00	Lump Sum

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Five-year Maintenance Contract, page 3

8. Manhole exposing, cleaning, or televising of storm sewers, cleaning of catch basins, grit chambers, more than two passes of cleaning etc., will be performed with the vacuum unit due the large amounts of sand and debris that normally collect in these locations and will be charged according to item 7-d.
9. Total amount of work to be performed yearly by Municipal Pipe Tool Company LLC, will be in a minimum amount of \$3,000.00 per year. This work may be a combination of any of the services offered in paragraph 7. If the minimum service requirement is not met the remaining minimum will be billed at the end of each calendar year.

The minimum amount of prescheduled work to be performed will be \$2,000.00 per visit. If customer wishes to schedule work under the minimum amount specified above, the hourly rates described in section 7.g "Emergency Calls" will apply. For emergency calls outside of sewer lines covered by item 3 of this contract please see pricing for emergency calls above.

10. Examples of work requiring additional personnel include (but are not limited to) off-road manholes more than 50 feet from hard-surfaced access, pits, lift stations, and wet wells. Any emergency call taking place **during normal working hours** (Monday-Friday 6:30a.m. to 5:00 p.m.) requires the entire crew of a pre-scheduled jobsite to be rerouted, and as such the additional technician surcharge will be added automatically for each extra member of the crew that is dispatched.
11. Fuel Escalation Clause – if diesel fuel prices rise above \$5.00 per gallon per the U.S. Energy Information Administration Fuel Price Survey at https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r20_w.htm, the price for each per foot charge above will increase four cents a foot; the hourly prices increase eleven dollars an hour.
12. Prices listed will increase 3% annually on the first day of June.
13. If at any time in the 5-year contract period, either the city of or Municipal Pipe Tool Company LLC, wishes to terminate or amend the contract, either party may do so by giving thirty (30) days written notice.

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Five-year Maintenance Contract, page 4

This contract period extends from April 2023 – March 2028.

Agreement dated _____ with the City of Huxley, IA.

Attest:

Authorized City Representative (Print Name)

Authorized City Representative (Signature)

Scheduling Contact (Print Name)

Scheduling Contact Email

Scheduling Contact Phone Number

Municipal Pipe Tool Contacts:

Main Office
319-988-4205

Duane Wooden
Maintenance Service Manager
Cell – 319-269-9271
duanew@municipipe.com

Authorized Municipal Pipe Tool Co., LLC Representative

Weekend Emergency
319-404-7501

“We Protect the Environment!”

Our Core Values:

Safety - Unity - Relationships - Proactive - Determination - Results



CITY OF HUXLEY SURPLUS PROPERTY DISPOSAL POLICY

I. General

- A. "Surplus property" is defined as City-owned property that no longer is needed or has no practical use to a particular City Department (hereafter "Surplus Property" or "Property"). Surplus property does not include City-owned property that is to be transferred to a third party pursuant to a duly authorized promotional event, written agreement, or legal obligation.
- B. Items seized, confiscated, or found by the Police Department (hereafter "Seized Property" or "Unclaimed Property") shall be handled and disposed of in accordance with applicable Federal, State, and local requirements.
- C. Surplus Property shall be disposed of in accordance with this policy. Seized Property and Unclaimed Property may be disposed of in accordance with this policy. All Surplus, Seized and Unclaimed Property is disposed of "as-is" and "where-is," with no warranty, guarantee, or representation of any kind, expressed or implied, as to the condition, utility or usability of the item offered.
- D. It is critical to maintain a trail of documentation for audit purposes regarding the disposition of Surplus Property of the City of Huxley (hereafter "City").

II. Responsibilities

- A. It shall be the responsibility of the department in possession of Surplus Property to notify the City Administrator ("CA") or the City Administrator's designee of such Property in its possession.
- B. The method of disposal for the Property shall be determined by the Department Director in consultation with the CA or the CA's designee in accordance with this Policy. The department with Property for disposal is responsible to provide information to the CA or CA's designee including a photo, brief description and estimated value. Each department will maintain storage of the Property until final disposal. If applicable, departments shall provide information regarding the best time and day the Property can be viewed and or received.
- C. The Department Director shall be responsible for coordination of the disposal process for all Property except as indicated below:
 - 1. Disposition of real estate or any interest in land, including leases for more than three years, requires a resolution of the City Council after published notice and public

hearing in accordance with the Code of Iowa. All such dispositions of real estate or land interest shall be the responsibility of the City Attorney's office.

2. Seized and Unclaimed Property within the Police Department shall be handled and disposed of in accordance with applicable Federal, State, and local requirements.
3. Property purchased with grant funds shall be disposed of in accordance with applicable grant requirements.
4. "Computer and Electronic Data Storage Equipment" is defined as any equipment that contains electronic data, has contained electronic data, or is procured or managed by the Information Technology (IT) Department (hereafter "IT Equipment"). Such IT Equipment shall be returned to the IT Department for proper data removal and disposal. This includes, but is not limited to computers, laptops, tablets, servers, backup tapes and media switches, routers and hubs, phones, printers, fax machines, copiers, scanners, monitors, and external hard drives.
 - a) IT staff will wipe any data or configuration on the IT Equipment as deemed appropriate by current IT standards. For servers, backup media, or any IT Equipment in which data wiping is not feasible, staff will physically remove the data storage components for destruction of the data or configuration by physical or other permanent means.
 - b) When deemed appropriate, some IT Equipment may be disposed of in accordance with section III of this Policy.
 - c) Flash memory devices, such as USB thumb drives or SD cards, may be disposed of by the individual department so long as the memory does not, nor has ever contained City data. If the device has contained City data, it shall be delivered to the IT Department for proper wiping and disposal.
 - d) Any optical media IT Equipment, including writable CD and DVD media, containing City data shall be disposed of by individual departments using the City's shredding procedures.
 - e) Any electronic data consisting of records covered by state or federal law shall be retained in accordance with the City's record retention policies until storing the records is no longer required and the records have no further value.

III. Procedure for Disposal

- A. The Department Director shall notify the CA or CA's designee of the intent to transfer, sell or dispose of any Surplus Property. Once final, such transfer, sale or disposal shall require updating applicable City records, such as inventory documents, insurance records, audit lists and grant requirement documentation.
- B. The Department Director in consultation with the CA or CA's designee, will consider the following methods for disposal of Surplus Property:
 1. Transfer to other departments:

- a. Surplus Property may be transferred to another City department.
 - b. The departments involved in the transfer shall exchange purchase information, service manuals and service records and all other applicable information regarding the Property.
2. Trade-in of Surplus Property: Surplus Property may be used in trade if determined to provide maximum return for the City.
3. Sale of Surplus Property:
- a. Value estimate. The Department representative shall provide to the CA's designee an estimated value of the Surplus Property sought for sale.
 - i. Property estimated in excess of \$25,000 requires City Council approval prior to sale.
 - ii. Property estimated in value less than \$25,000 requires CA designee approval prior to sale.
 - b. Methods of sale. Any of the methods of sale listed in this section may be used for the sale of Surplus Property following consultation with the CA or CA's designee, and alternative methods may be selected as circumstances may warrant following additional consultation. In selecting a method for sale, due consideration shall be given to the net financial benefit to the City relative to the costs involved for using each method.
 - i. Public auction, including public auctions of other government agencies.
 - a) It is the responsibility of the department with possession of the Property to provide administrative and logistical support of the auction item/event. Any expense incurred in conducting the auction shall be deducted from the auction receipts.
 - ii. Internet auction sites.
 - a) It is the responsibility of the department having possession of the Property to provide administrative and logistical support of the auction item. Any expense incurred in conducting the auction shall be deducted from the auction receipts.
 - b) The selling department shall provide one or more photos, a brief description, and the estimated value of the Property, and may include a reserve price.
 - iii. Soliciting written bids/quotations or other similar means. A reserve bid may be set.
 - iv. Scrap metal may be sold through a reputable metals recycling dealer without competitive bids if the value of the scrap metal is estimated at less than \$2,500.

4. Cannibalizing: Property may be disassembled and used for parts when this is the most cost-effective method of disposal for the City.
5. Transfer to Other Public Agency or Charity:
 - a. No Property shall be transferred to another public agency or charity before it is first offered to City departments, as outlined in section "A."
 - b. When the value of the Property is estimated at \$25,000 or less, the CA or CA's designee shall approve its sale or transfer to another Iowa public agency or charitable organization exempt under Section 501(c)(3) of the Internal Revenue Code, without competitive bid. Public agency means the State of Iowa or any agency or subdivision thereof, any city, county, special district, or school district.
 - c. When the value of the Property is estimated to be more than \$25,000, the sale or transfer to another Iowa public agency or charitable organization exempt under Section 501(c)(3) of the Internal Revenue Code, without competitive bid shall be approved by the City Council.
 - d. The transfer of Property, of any value, to a non-Iowa public agency shall be approved by the City Council.
 - e. Publication requirements do not apply when Property is transferred to another governmental agency.
6. Property Having No Value:
 - a. Property that has no practical salvage or scrap metal value may be disposed of in the proper manner for the item.
 - b. If Property cannot be recycled or disposed of in the regular solid waste disposal process, departments shall arrange for appropriate disposal.
 - c. No Property shall be given to or salvaged by City Officials or Employees.

IV. City Officials and Employees

- A. "Employees" shall be defined as any full-time or part-time/seasonal employee of the City of Huxley (hereafter "Employees").
- B. "City Officials" shall be defined as elected officials, commission members, board members, and committee member (hereafter "City Officials").
- C. City Officials and Employees are eligible to bid on Property listed for disposal in section III within this Policy, unless specifically prohibited by State, Federal, or departmental guidelines (i.e.: police investigation-related items or federally seized items).
- D. City Officials and Employees shall not bid on Property while on duty nor while acting in official capacity of the City.

V. Unauthorized Personal Scrapping, Recycling or Disposal of Trash or Junk

- A. Transferring, selling, donating, scrapping, recycling or disposing of Property by City Officials or Employees for personal gain or to benefit the interest of any person or party other than the City of Huxley, including handling or disposal of trash or junk, except as directed by duly authorized City management personnel, is strictly forbidden.
- B. City Officials and Employees shall not claim ownership of, give away, recover, or salvage any materials abandoned, disposed or stored upon City premises, including trash or other similar materials, placed in, on, or in the vicinity of recycling or collection cans, dumpsters or bins. Furthermore, City Officials and Employees shall not obtain Property or the proceeds from the disposal of Property, except as lawfully authorized by the CA. This prohibition includes giving any such Property or proceeds to any person or party other than for the duly authorized benefit and interest of the City of Huxley, or authorizing any other person or party to accept, receive or take any such Surplus Property to benefit their own interest, except as provided herein above.
- C. Disciplinary Action(s): Appropriate disciplinary action, up to and including termination, will be taken should an employee be found, through proper investigation, to have violated the terms of this policy.

BUSINESS ITEMS

First Reading of Ordinance 531
to Rezone Property at 204 W. Railway
from Industrial (M-1) to Multi-Family Residential (R-3)

Resolution No. 23-039 on Revision to Site Plan
for Ankeny Lawn Care

Resolution No. 23-040 for
SRO Agreement with Ballard Community School District

Hire Police Officer

Resolution No. 23-041 to Delete Property from
Huxley Urban Renewal Area

First Reading of Ordinance 532 to Delete Property from the
Tax Increment Financing District

Waive Second and Third Readings of Ordinance 532

Resolution No. 23-042 to Set Date for Public Hearing on
Designation of the Expanded Huxley Urban Renewal Area and
Urban Renewal Area Amendment

ORDINANCE NO. 531
AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF HUXLEY, IOWA, BY
REZONING PROPERTY OWNED BY DENNIS AND SHARON HEINEN FROM INDUSTRIAL
(M-1) to MULTI-FAMILY RESIDENTIAL (R-3) CLASSIFICATION.

WHEREAS, on the 15th day of May, 2023, the Planning and Zoning Commission of the City of Huxley, Iowa, held an informal public hearing on the below-described property to be considered for rezoning from Industrial (M-1) to Multi-Residential (R-3); and

WHEREAS, the Planning & Zoning Commission's motion to recommend the zoning reclassification failed; and

WHEREAS, on the 23rd day of May, 2023, 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 Industrial (M-1) to Multi-Family Residential (R-3) for the following described real property:

204 West Railway St. legally described as:

Parcel "C" Property Description

A part of Lot 2, Railroad Subdivision No. 2, being an Official Plat in the City of Huxley, Story County, Iowa and described as follows:

Beginning at the Northwesterly corner of said Lot 2; thence North 84°22'01" East along the Northerly line of said Lot 2, 180.00 feet; thence South 0°00'00" West, 200.97 feet to a point on the Southerly line of said Lot 2; thence South 84°22'01" West along said Southerly line, 180.00 feet to the Southwesterly corner of said Lot 2; thence North 0°00'00" East along the West line of said Lot 2, 200.97 feet to the Point of Beginning and containing 0.83 acres (36,000 sq. ft.) more or less.

Property surveyed subject to any and all easements of record.

Parcel "D" Property Description

A part of Lot 2, Railroad Subdivision No. 2, being an Official Plat in the City of Huxley, Story County, Iowa and described as follows:

Beginning at the Northeasterly corner of said Lot 2; thence south 0°00'00" West along the East line of said Lot 2, 200.97 feet to the Southeasterly corner of said Lot 2; thence South 84°22'01" West along the Southerly line of said Lot 2, 165.00 feet; thence North 0°00'00" East, 200.97 feet to a point on the Northerly line of said Lot 2; thence North 84°22'01" East along said Northerly line, 165.00 feet to the Point of Beginning and containing 0.75 acres (32,999 sq. ft.) more or less.

Property surveyed subject to any and all easements of record.

LAYMAN'S DESCRIPTION:

Property in Story County, Iowa lying southeast of South Fifth Avenue and southwest of South Third Ave and north of Toybox Storage located at 203 Campus Avenue.

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 _____, 2023.

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk

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

4HnC LLC
204 West Railway St.
Huxley, IA 50124

Dennis, Sharon Heinen and Family
304 Sycamore Blvd
Huxley, IA 50124

June 21, 2023

Mayor Kevin Deaton

Council Members: Dave Kuhn, Nickolas Pilcher, Rory Echer, Kevin Thompson. Tracey Roberts
Regards zoning change 204 West Railway

Enclosed is letter to city council dated May 17, 2023 and other information what we would like to construct on the above property. The concerns and objections as stated in above letter as seen on proposed plans have clearly been answered to the positive,

Our future plan thru 4HnC LLC is to use the property in a matter which benefits us as a business. The improvements will benefit the city of Huxley providing needed medium grade renting for residents along with increased tax base city and schools.

Please consider:

- 1—Type of construction to be in fact row houses and not apartment style
- 2—M-1 type zoning is not in the best interest of the city as it is progressing to the industrial area
- 3-- Benefit to the city and school in form of increased tax base
- 4-- The infrastructure (water, sewer, gas, electricity, and street) are already in place and adequate.
- 5—Fact we are local family owned building and rental business in community for many years

Please consider a yes vote in upcoming council meeting for zoning change for above reasons. We (Denny, Sharon, Tom, Jamie, Andy, and Paul) would appreciate it and thank-you for your support and time.


Dennis W. Heinen

Questions call 515-450-0559

Dennis & Sharon Heinen
304 Sycamore Blvd
Huxley, IA 50124
May 17, 2023

Huxley City Council

Mayor: Kevin Deaton

Council Members: Dave Kuhn, Nikolas Pilcher, Rory Echer, Kevin Thompson, Tracey Roberts

Who concerns:

Regards; Zoning change 204 West Railway St.

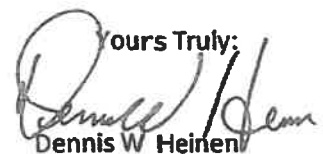
Sharon and I own the property requesting zoning change from M-1 manufacturing to R-3 residential. Reason for the change is our desire to better improve the property and to construct rental properties to go with our existing rentals in our business known as 4HnC LLC. This business has been operating for nearly 20 years. We believe it will improve the Huxley community in form of needed rental housing and provide tax base of 10 to 15 times what is there now. You old timers can verify that the improvements that Rick and I have done to date to this property has been positive. However, the existing building which were designed for lumber and grain storage do not meet city requirement for setbacks (see drawing #1) any moving or rebuilding would not be economical possible. We would like to pursue with constructing on property with the plan (drawing # 2) of up to 14 individual rental units. Consist of 2 row house two story 6- plex's and one duplex. Size of individual units to be 1000 and 1200 sq ft, off street parking is planned for and set back requirements would conform to city codes. Egress to units would be to West Railway St.

In response to P&Z meeting 15 May 2023 we think that some issues by participates may not been understood correctly.

1. Placement of existing buildings on the lot not conforming to city codes.
2. Parking along street would not change and would be up to city as same as all other residual streets.
3. Type of buildings to be constructed,
4. Understanding difference of M-1 zoning to R-3 zoning.
5. The detention area along with setbacks would provide yard area for children etc.

Council please consider the benefit of M-1 to R-3 zoning benefits to the surrounding neighborhood area and the benefit to the city as a whole.

Finally, would request that Nikolas Pilcher be excused from voting on this matter as grounds of conflict of Interest.

Yours Truly:

Dennis W Heinen

Sharon M Heinen



Shop



\$1.4

View 15



5-Unit Rowhouse Similar to picture

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Free Shipping



\$1,400

Modern Farmhouse House ...
America's Best House Plans
Free Shipping

300 Sq FT
Home Plans

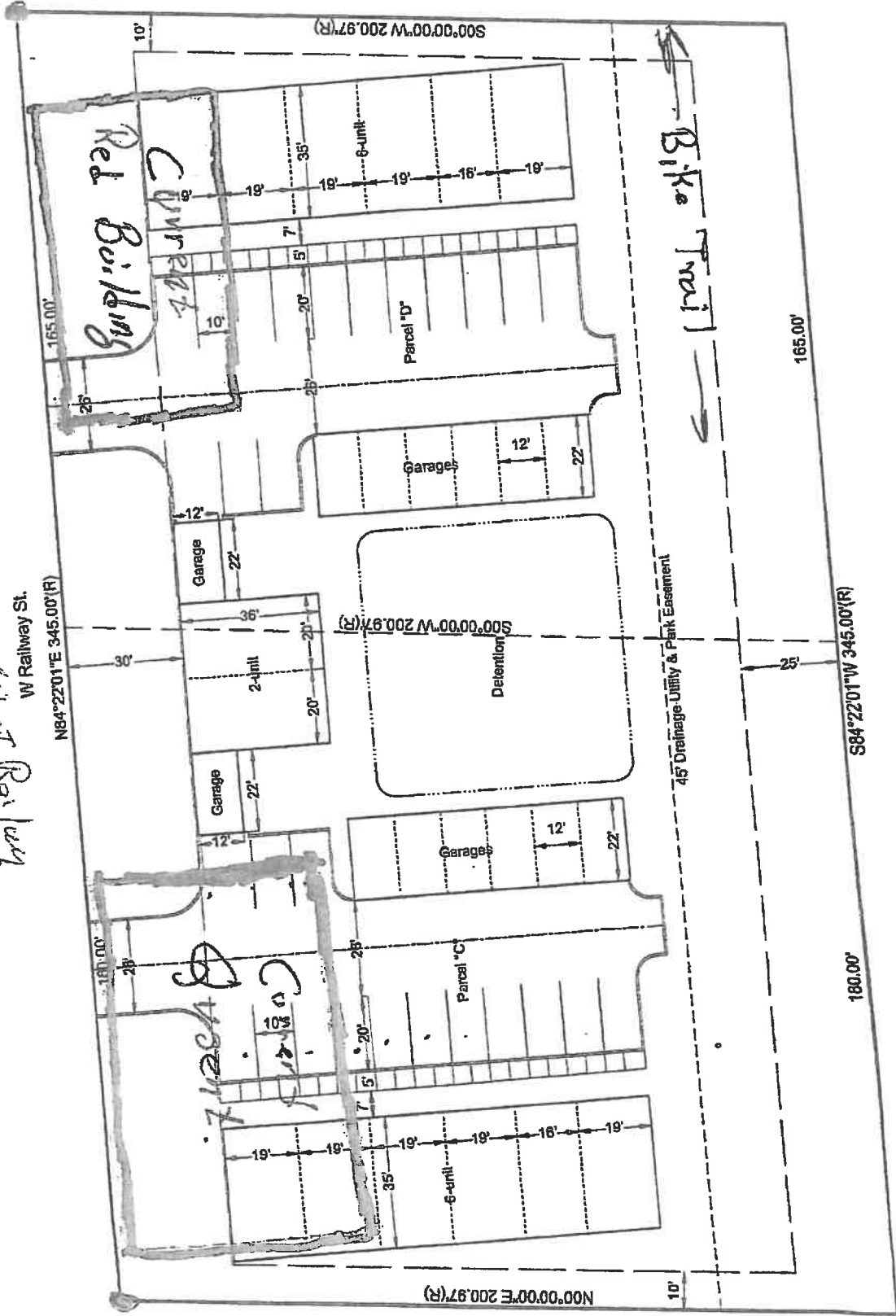
Floor Plans
Under 400 Sq FT

400 Sq FT Cottage
Plans

Small House Plans
400 Square Feet

North. 

202 - 204 West Railway
Building Not To Scale



Drawing #1

RESOLUTION NO. 23-039

RESOLUTION APPROVING ANKENY LAWN CARE SITE PLAN

WHEREAS, STR Holdings, LLC has submitted revised site plan materials for Ankeny Lawn Care Blue Sky Commons Plat 2, Lot 2; and

WHEREAS, the Planning & Zoning Commission reviewed the revised plans at their June 19, 2023 meeting and recommends approval subject to the city engineer's review and comments; and,

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Huxley, Iowa, as follows:
Approval of the Ankeny Lawn Care 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 27th day of June 2023.

APPROVAL BY MAYOR

I hereby execute the foregoing **Resolution No. 23-039** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 27th day of June 2023.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

Huxley Planning & Zoning Commission Minutes June 19, 2023

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

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

CITY STAFF PRESENT: Amy Kaplan- Zoning Clerk, Dave Haugland- City Administrator.

CONSULTANTS PRESENT: Forrest Aldrich—City Engineer, Jim Nervig—City Attorney.

MINUTES APPROVAL: Motion by Patterson, second by Ebel to approve the minutes from the May 15, 2023 meeting. 6 Aye. 0 Nay. MCU.

PUBLIC COMMENTS: None.

BUSINESS ITEMS: *Recommendation to City Council on revised site plan for Ankeny Lawn Care:* Sam Rankin was in attendance to discuss the updates to his site plan. The phasing plan has been removed as well as the accessory building. Aldrich discussed his concern with the lighting plan stating that he needs to review a lighting plan prior to Council approval and that the plan must meet Sudas. He has concerns regarding the wall packs not lighting the parking lot appropriately. The screening around the dumpster was also discussed. The site plan indicates screening on the east side only, however, City Code states that the dumpster must be enclosed on all four sides.

Motion by Patterson, second by Ebel to recommend approval of the updated site plan to City Council with three stipulations:

1. Lighting plan must be submitted and reviewed by Aldrich before the updated site plan is presented to City Council.
2. The dumpster must be enclosed on all four sides
3. The chain link fence must have the screening slats all the way around.

Bierbaum, Murphy, Frantz, Mosher, Patterson, Ebel voted yes. MCU.

INFORMATIONAL ITEMS FOR PLANNING & ZONING CONSIDERATION/INPUT:

- *Council Action Update:* Haugland gave a re-cap of the action taken at the city council meetings on topics that were discussed at last month's Planning & Zoning meeting.
- *Discussion and appropriate follow up regarding R1A Zoning:* Jim Nervig was in attendance to answer the Commissions questions regarding R1A zoning. The initial intent for R1A zoning was to allow for more affordable/starter homes to be built, however, developers are shrinking the lot sizes, building larger homes, and squeezing 2-3 additional lots per street into their developments. The Commission's intent is to have the ability to save that zoning classification for lower income/starter homes and will only be considered in a development that requests to be zoned as a PUD. Motion by Murphy, second by Mosher to recommend to City Council that R1A becomes a "holding classification only" and is effective on X date, going forward and needs to be codified. The code addition should state "No new zoning to R1A classification will be undertaken." Bierbaum, Murphy, Frantz, Mosher, Patterson, Ebel voted yes. MCU.

PLANNING AND ZONING COMMISSION COMMENTS:

- Jim Nervig indicated that the City needs to get an updated Comp Plan. He stated that Iowa Code section 414 requires rezoning to comply with the Comp Plan.

- Updates were provided regarding Blue Sky Estates, Huxley Communications and 120 South's progress.
- Mosher inquired about the status of the exchange at Highway 210 and I35. December 20th is the date scheduled for the 210 Bridge to come down. The 1st St bridge will not come down at the same time as the 210 bridge.
- Next meeting will be at 6 PM on Monday July 17, 2023 in the Council Chambers.

ADJOURNMENT: Motion –Murphy, second- Ebel to adjourn meeting at 6:44 P.M. 6 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

June 12, 2023

Seth Sunderman
Bishop Engineering Co.
3501 104th Street
Urbandale, Iowa 50322

ssunderman@bishopengr.com
(E-Mail Only)

HUXLEY, IOWA
ANKENY LAWN CARE
BLUE SKY COMMONS PLAT 2 LOT 2
SITE PLAN REVIEW

We have reviewed the revised site plan for Ankeny Lawn Care and offer the following comment:

1. The water service and the sanitary sewer service extensions to the south end of the property can be deleted since the temporary office trailer has been deleted.
2. Show the screening details for the dumpster.
3. Provide a photo metric lighting plan.

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

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink, appearing to read 'Forrest Aldrich'.

Forrest S. Aldrich

FSA:rsb
45229-075

cc: Dave Haagland, 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)
Samuel Rankin, Ankeny Lawn Care (e-mail)
Godwin Agbleze, Bishop Engineering Co. (e-mail)

June 14, 2023

Attn: Dave Haagland
City of Huxley
515 N. Main Avenue
Huxley, IA 50124

RE: Ankeny Lawn care – Site Plan Review
Blue Sky Commons Plat 2 Lot 2

Bishop Engineering submits the following comments in red and revised documents in regards to City of Huxley letter of revised review and comments done by V&K for the Ankeny Lawn Care Site Plan dated June 12, 2023 and have the following comments:

1. The water service and the sanitary sewer service extensions to the south end of the property can be deleted since the temporary office trailer has been deleted.

Engineer's Response: Deleted. See Sheet C4.1.

2. Shown the screening details for the dumpster.

Engineer's Response: Dumpsters are to be screened by fence and proposed trees & shrubs behind fence per Landscape Plan C5.1.

3. Provide a photo metric lighting plan.

Engineer's Response: All lights are located on building.

Respectfully Submitted,

Seth Sunderman

Seth Sunderman, P.E.
Bishop Engineering

Jolene Lettow

From: David Haugland
Sent: Thursday, June 22, 2023 4:15 PM
To: Jolene Lettow
Subject: FW: Ankeny Lawn Care Site Plan Huxley

From: Seth Sunderman <ssunderman@bishopengr.com>
Sent: Wednesday, June 14, 2023 2:47 PM
To: David Haugland <dhaugland@huxleyiowa.org>; Forrest Aldrich <faldrich@v-k.net>
Cc: streetsupt@huxleyiowa.org; Keith Vitzthum <kvitzthum@huxleyiowa.org>; Amy Kaplan <akaplan@huxleyiowa.org>; Huxley Wastewater <huxleywwsupt@huxleyiowa.org>; Jeff Peterson <publicworks@huxleyiowa.org>; Godwin Agbleze <gagbleze@bishopengr.com>; 'Samuel Rankin' <sam@ankenylawn.com>
Subject: RE: Ankeny Lawn Care Site Plan Huxley

David,

Quick follow up regarding trash enclosure. Would it be acceptable to install Ultimate Slate for a 20' section of the fence by the building to provide the required screening for the trash bins?



Ultimate slates, allow for 95% opaque screening, while being able to meet the security requirements of the site, with out impeding on proper site drainage measures. The proposed style matches with local businesses, both east and west of the site. (see images below)

Thanks,

Seth V. Sunderman, P.E. | Bishop Engineering Company, Inc.
3501 104th Street | Des Moines, Iowa 50322
O: 515-276-0467 | M: 712-621-6466

Upon Acceptance of this drawing or other data or any electronic media generated and provided by Bishop Engineering Company, Inc., the recipient covenants and agrees that all such drawings and data are instruments of service and belong to Bishop Engineering Company Inc. These files are transmitted without warranty as to their accuracy or suitability for the purpose to which the recipient intends to use them. The recipient agrees to waive all claims against Bishop Engineering Company Inc. resulting in any way from any unauthorized changes or reuses of the drawings of data. In addition, the recipient agrees, to the fullest extent permitted by law, to indemnify and hold Bishop Engineering Company Inc. harmless from any damage, liability or cost, including attorney's fees and cost of defense, arising from any changes or reuse of files(s). The drawings shall not be used or copied for any other project.

From: Seth Sunderman

Sent: Wednesday, June 14, 2023 1:43 PM

To: David Haugland <dhaugland@huxleyiowa.org>; Forrest Aldrich <faldrich@v-k.net>

Cc: streetsupt@huxleyiowa.org; Keith Vitzthum <kvitzthum@huxleyiowa.org>; Amy Kaplan <akaplan@huxleyiowa.org>; Huxley Wastewater <huxleywwsupt@huxleyiowa.org>; Jeff Peterson <publicworks@huxleyiowa.org>; Godwin Agbleze <gagbleze@bishopengr.com>; 'Samuel Rankin' <sam@ankenylawn.com>

Subject: RE: Ankeny Lawn Care Site Plan Huxley

David,

Please see attached.

Thanks,

Seth V. Sunderman, P.E. | Bishop Engineering Company, Inc.

3501 104th Street | Des Moines, Iowa 50322

O: 515-276-0467 | M: 712-621-6466

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From: David Haugland <dhaugland@huxleyiowa.org>

Sent: Wednesday, June 14, 2023 9:28 AM

To: Forrest Aldrich <faldrich@v-k.net>; Seth Sunderman <ssunderman@bishopengr.com>

Cc: streetsupt@huxleyiowa.org; Keith Vitzthum <kvitzthum@huxleyiowa.org>; Amy Kaplan <akaplan@huxleyiowa.org>; Huxley Wastewater <huxleywwsupt@huxleyiowa.org>; Jeff Peterson <publicworks@huxleyiowa.org>; Godwin Agbleze <gagbleze@bishopengr.com>; 'Samuel Rankin' <sam@ankenylawn.com>

Subject: RE: Ankeny Lawn Care Site Plan Huxley

Seth,

Is there any way that you could get these revisions to me by today @ 2:00 pm or no later than noon tomorrow. I need them to create the packet for P&Z, which will meet on Monday the 19th of June.

Thank you,

David Haugland

City Administrator

City of Huxley

From: Forrest Aldrich <faldrich@v-k.net>

Sent: Tuesday, June 13, 2023 8:31 AM

To: Seth Sunderman <ssunderman@bishopengr.com>

Cc: streetsupt@huxleyiowa.org; Keith Vitzthum <kvitzthum@huxleyiowa.org>; Amy Kaplan <akaplan@huxleyiowa.org>; Huxley Wastewater <huxleywwsupt@huxleyiowa.org>; Jeff Peterson <publicworks@huxleyiowa.org>; David Haugland <dhaugland@huxleyiowa.org>; Godwin Agbleze <gagbleze@bishopengr.com>; 'Samuel Rankin' <sam@ankenylawn.com>

Subject: Ankeny Lawn Care Site Plan Huxley

Seth,

Attached are our review comments for the revised Ankeny Lawn Care site plan in the City of Huxley.

Forrest Aldrich, P.E.

 **VEENSTRA
& KIMM INC.**
3000 Westown Parkway
West Des Moines, Iowa 50266
515-225-8000
faldrich@v-k.net

Sam Rankin, President
Ankeny Lawn and Landscapes
m: (515) 635-5296 o: 515-735-3338
www.AnkenyLawn.com

Sent from my iPad and therefore likely brief.

--

Thanks,

Sam Rankin, President
Ankeny Lawn and Landscapes
m: (515) 635-5296 o: 515-735-3338
www.AnkenyLawn.com

Sent from my iPad and therefore likely brief.

Jolene Lettow

From: David Haugland
Sent: Thursday, June 22, 2023 4:16 PM
To: Jolene Lettow
Subject: FW: Project

From: Samuel Rankin <sam@etchoutdoor.com>
Sent: Friday, June 2, 2023 8:55 AM
To: David Haugland <dhaugland@huxleyiowa.org>
Subject: Re: Project

Yes sir, whatever the local concrete supplier makes in Elkhart is what we will pick up. Some form of block similar to this and for our finished product our bins will look something similar this.





Thanks,

etch.

Samuel Rankin

President, ETCH Outdoor Living

o: 515.735.3338 | m: 515.635.5296

[Instagram](#) | [Facebook](#) | [Book a meeting!](#)

On Fri, Jun 2, 2023 at 8:46 AM David Haugland <dhaugland@huxleyiowa.org> wrote:

Thanks Sam. Remind me again of the types of bins being used? Are they essentially concrete bins/bunkers?

David Haugland
Huxley City Administrator

From: Samuel Rankin <sam@etchoutdoor.com>

Sent: Friday, June 2, 2023 8:42 AM

To: David Haugland <dhaugland@huxleyiowa.org>

Subject: Re: Project

Good morning David - I just sent an email back to our engineer to get that taken care of. Shouldn't have an issue getting that to you asap!

We will have the bins as shown and should we do the hoop building, it would go in the 'future building space' in the back. It would very likely be temporary and be replaced down the line with a post frame building to house ice melt and top soil.

Thanks,

The logo for ETCH Outdoor Living, featuring the word "etch." in a lowercase, cursive script.

Samuel Rankin

President, ETCH Outdoor Living

o: 515.735.3338 | m: 515.635.5296

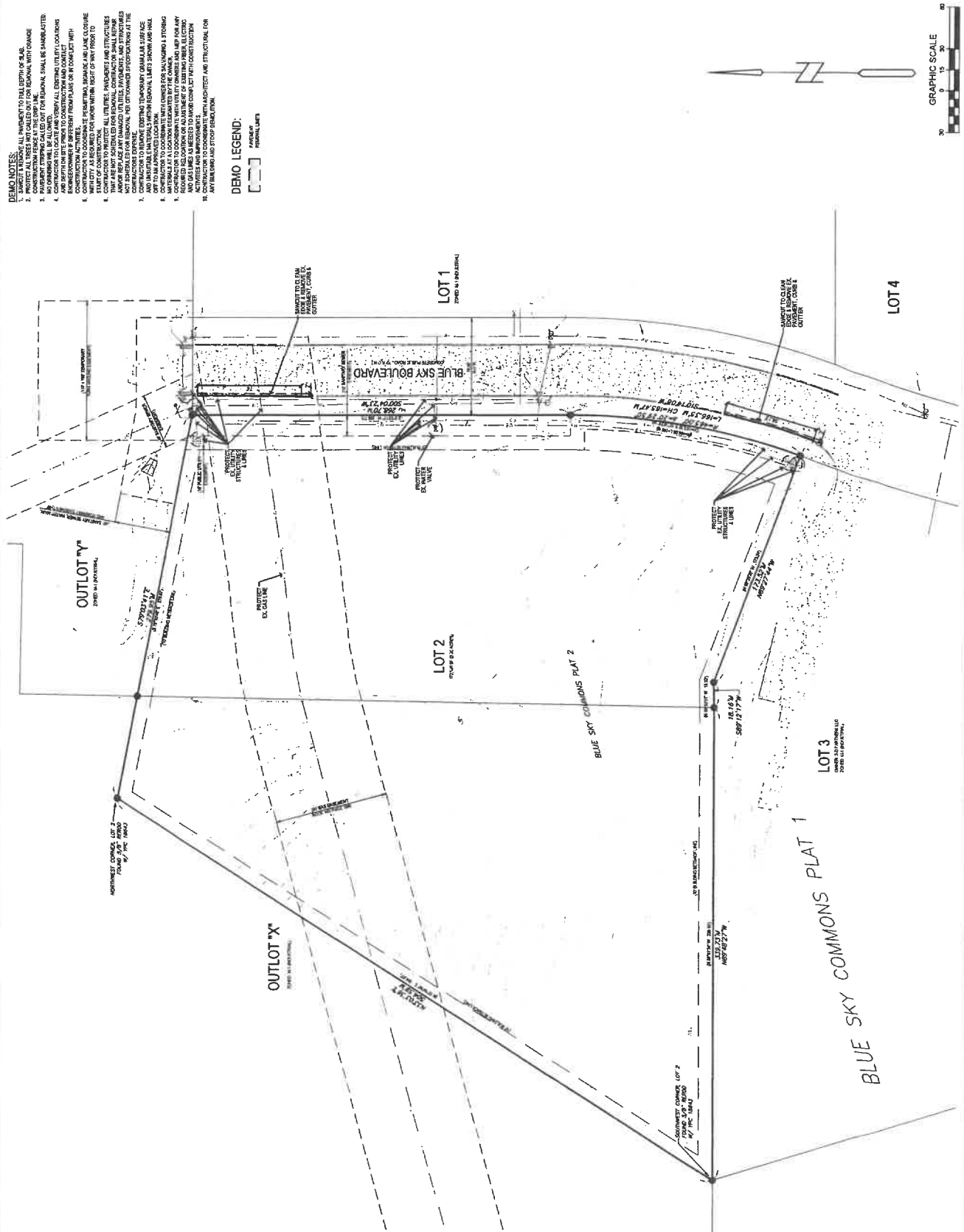
[Instagram](#) | [Facebook](#) | [Book a meeting!](#)

On Fri, Jun 2, 2023 at 8:24 AM David Haugland <dhaugland@huxleyiowa.org> wrote:

Sam,

Have you updated your plan taking the temporary office off of the site plan? I would also like to know what other structures you might have on site for the storage of materials. I would like to take the revised site plan back to P&Z and also see if they would approve of the types of structures you are looking to use (the container concept) for storage.

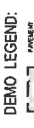
Thanks,
David Haugland
Huxley City Administrator



REMARKS:

1. PROTECT ALL TREES NOT CALLED OUT FOR REMOVAL WITH CHAINS.
2. PROTECT ALL TREES CALLED OUT FOR REMOVAL WITH CHAINS.
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10. PROTECT ALL TREES CALLED OUT FOR REMOVAL WITH CHAINS.

DEMO LEGEND:



Bishop Engineering
"Pursuing Your Successful Development"
3501 104th Street
Des Moines, Iowa 50322-2625
Phone: 515-281-0000 Fax: 515-281-0001
Established 1959

EX. CONDITIONS AND DEMO PLAN
ANKENY LAWN CARE
HUXLEY, IOWA

REFERENCE NUMBER:	210346
PROJECT NUMBER:	210346
SHEET NUMBER:	C1.1
DATE:	04/02/23
DESIGNED BY:	SVS
CHECKED BY:	SVS
DATE:	04/02/23
DATE:	04/02/23
DATE:	04/02/23
DATE:	04/02/23

GENERAL NOTES:

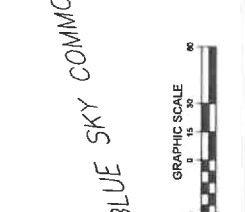
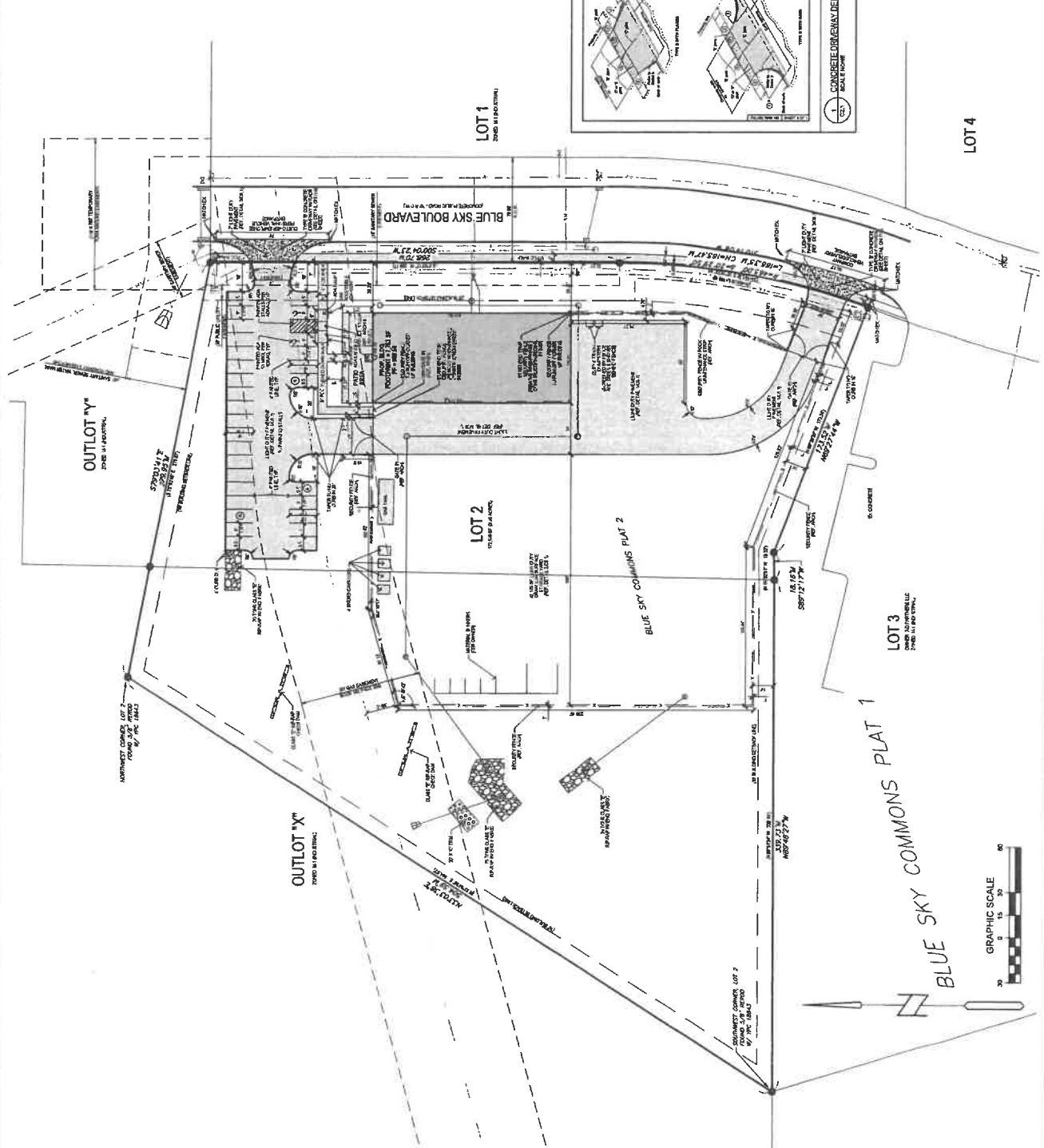
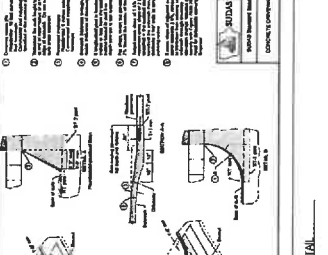
1. CONTRACTOR SHALL OBTAIN NECESSARY PERMITS FOR EVERY 200 TONS OF GRANULAR MATERIAL BLANKETS TO BE USED FOR EROSION CONTROL.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
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10. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.

PAVEMENT LEGEND:

- 1. ASPHALT PAVEMENT
- 2. CONCRETE PAVEMENT
- 3. GRAVEL PAVEMENT
- 4. SAND PAVEMENT
- 5. GRAVEL AND SAND PAVEMENT
- 6. GRAVEL AND SAND PAVEMENT
- 7. GRAVEL AND SAND PAVEMENT
- 8. GRAVEL AND SAND PAVEMENT
- 9. GRAVEL AND SAND PAVEMENT
- 10. GRAVEL AND SAND PAVEMENT

BUILDING & STRUCTURAL NOTES:

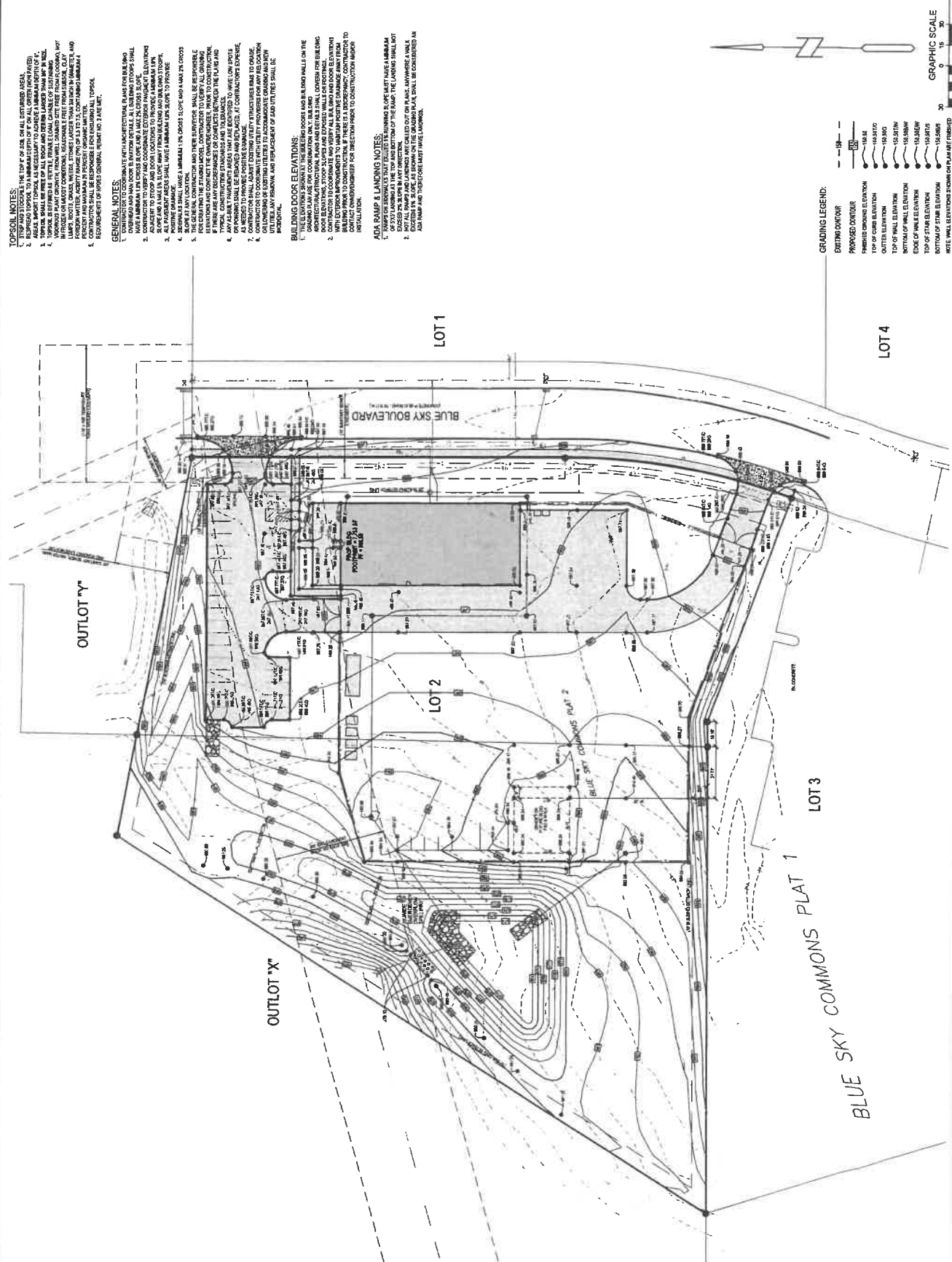
1. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
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10. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.



REFERENCE NUMBER:	
DRAWN BY:	GSA
DESIGNED BY:	SVS
REVISION DATE:	Rev City Sub 2022-05-03 City Sub 2022-05-08 City Sub 2022-08-26 Final City Sub 2023-06-14

PROJECT NUMBER:
210346

SHEET NUMBER:
C3.1



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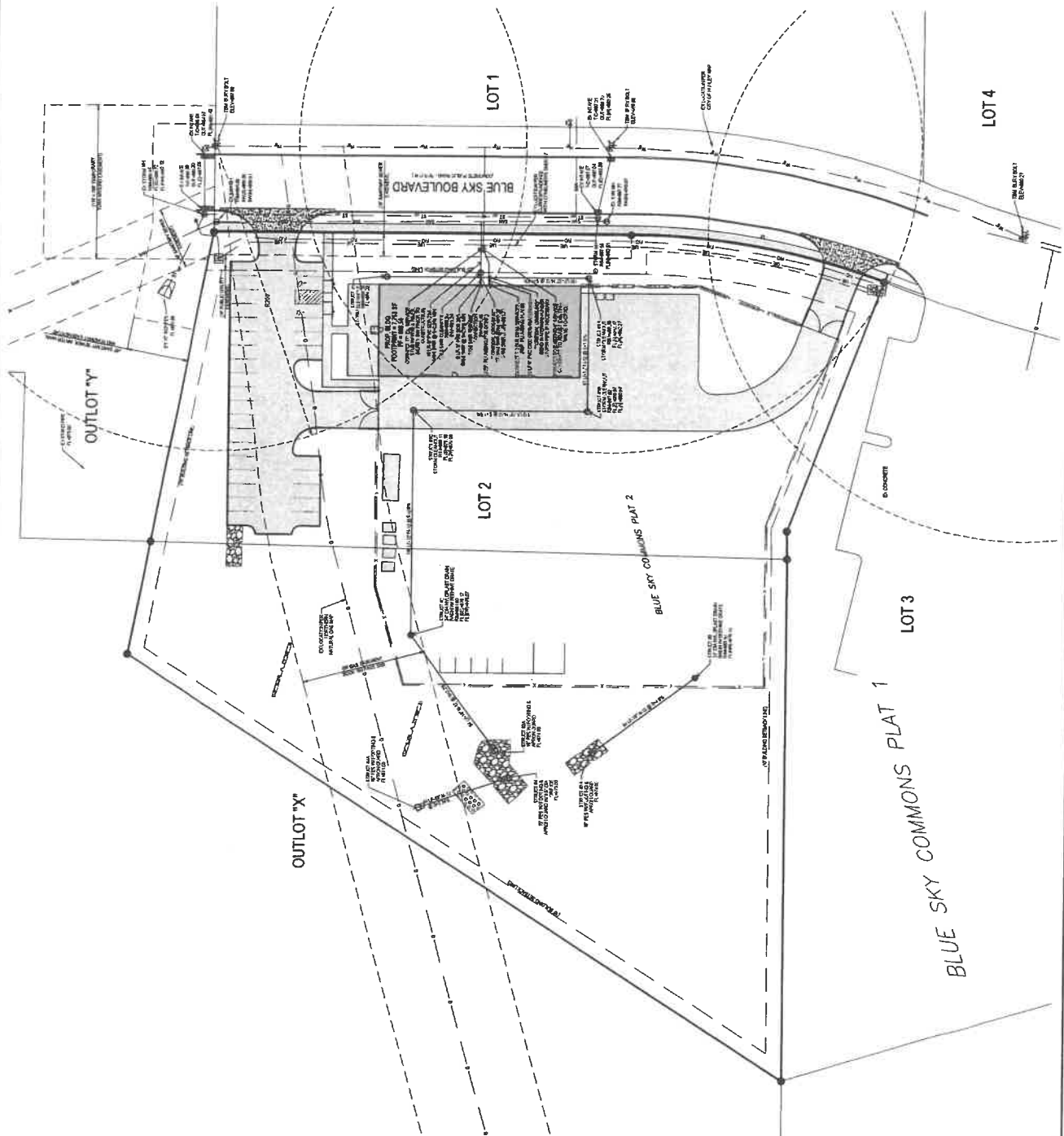
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- GRADING LEGEND:

-
- PROPOSED CONTOUR
FINISHED GROUND ELEVATION
P OF CURB ELEVATION
GUTTER ELEVATION
- 152.50
152.50
152.50
152.50

- [illegible]

- UTILITY NOTES:**
1. ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE RECORD DRAWINGS AND FIELD SURVEY. THE LOCATION, DEPTH, AND SIZE OF ALL UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
 2. ALL UTILITIES SHALL BE PROTECTED AND SHOWN AS SHOWN ON THIS PLAN. ANY CHANGES TO THE LOCATION, DEPTH, OR SIZE OF ANY UTILITY SHALL BE NOTED ON THE CONSTRUCTION LOG.
 3. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE UTILITIES DURING CONSTRUCTION.
 4. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE UTILITIES DURING CONSTRUCTION.
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 15. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE UTILITIES DURING CONSTRUCTION.
 16. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE UTILITIES DURING CONSTRUCTION.
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 19. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE UTILITIES DURING CONSTRUCTION.
 20. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE UTILITIES DURING CONSTRUCTION.



Bishop Engineering
 3501 104th Street
 Des Moines, Iowa 50322-2825
 Phone: 515-281-1000 Fax: 515-281-1001
 Established 1959

UTILITY PLAN

ANKENY LAWN CARE
 HUXLEY, IOWA

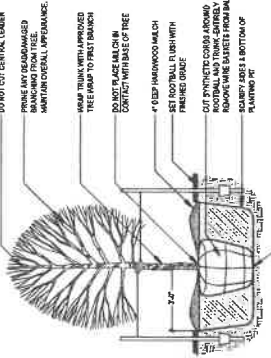
PROJECT NUMBER: 210346
 SHEET NUMBER: C4.1

DATE: 05/05/2022
 DRAWN BY: CCA
 CHECKED BY: CCA
 DESIGNED BY: CCA
 PROJECT BY: CCA
 SCALE: 1"=40'
 CITY: Des Moines, IA
 COUNTY: Polk
 JOB NO: 210346
 JOB NAME: ANKENY LAWN CARE
 JOB ADDRESS: HUXLEY, IOWA
 JOB PHONE: 515-281-1000
 JOB FAX: 515-281-1001
 JOB EMAIL: info@bishopeng.com
 JOB WEBSITE: www.bishopeng.com

GRAPHIC SCALE
 0 15 30 45 60
 FEET

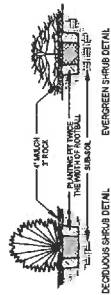
LANDSCAPE NOTES:

1. ALL STORMWATER DRAINAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE IOWA STANDARD SPECIFICATIONS, UNLESS OTHERWISE SPECIFIED.
2. SEE ALL DISTURBED AREAS WITHIN THE CONTRACT LIMITS, UNLESS OTHERWISE SPECIFIED, SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
3. ALL PLANTING SHALL BE IN ACCORDANCE WITH THE IOWA STANDARD SPECIFICATIONS, UNLESS OTHERWISE SPECIFIED.
4. ALL PLANT MATERIAL SHALL CONFORM TO THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1).
5. CONTRACTOR SHALL MAINTAIN ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF INSTALLATION.
6. FOR IMMEDIATE PURPOSES, THE DATE OF INSTALLATION SHALL BE DETERMINED BY THE OWNER. ANYONE WHOSE RESPONSIBILITY IT IS TO ALL PLANT MATERIALS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PLANT MATERIALS.
7. CONTRACTOR SHALL MAINTAIN ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM THE DATE OF INSTALLATION.
8. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN IDENTIFICATION TAGS AND CORRESPONDING PLANT MATERIALS TO THE CONTRACT. IDENTIFICATION TAGS AND CORRESPONDING PLANT MATERIALS MUST BE MAINTAINED THROUGHOUT THE PROJECT.
9. CONTRACTOR SHALL PLACE SHREDED MULCH AROUND ALL TREES, SHRUBS AND GROUPS OF PLANTS TO A DEPTH OF 4 INCHES, UNLESS NOTED.
10. CONTRACTOR SHALL MAINTAIN ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM THE DATE OF INSTALLATION.
11. THE LANDSCAPE CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED BEFORE STARTING ANY SITEWORK OR PLANTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE LEVEL OF WATERING FOR ALL NEW PLANTS FOR A PERIOD OF 90 DAYS.
13. ALL SHRUBS AND PERENNIAL PLANTING SHALL BE MAINTAINED WITH PROPER CARE AND WATERING FOR A PERIOD OF 90 DAYS.
14. ALL TREES TO BE PLANTED SHALL BE MAINTAINED WITH PROPER CARE AND WATERING FOR A PERIOD OF 90 DAYS.



DECIDUOUS TREE PLANTING (TYP)

SCALE: 1/8\"/>



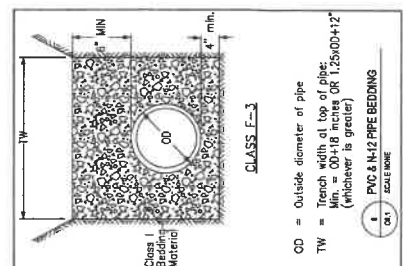
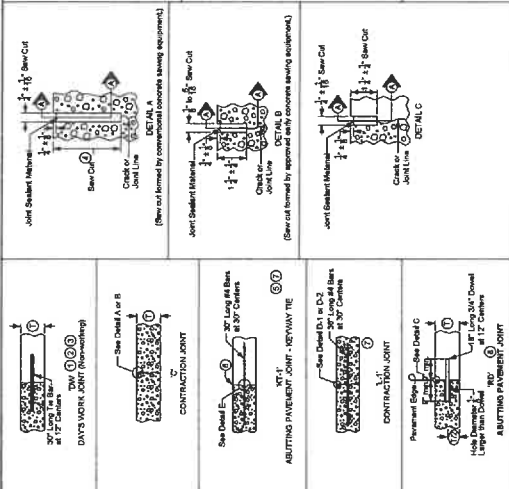
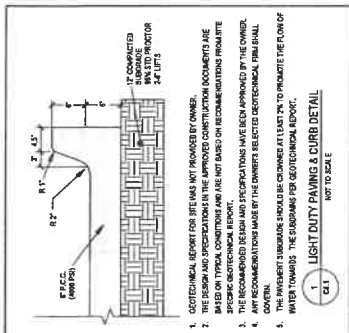
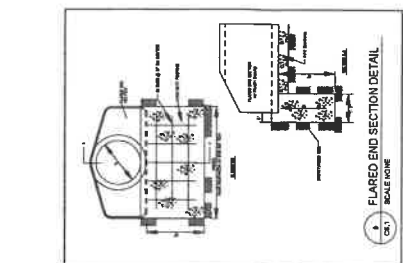
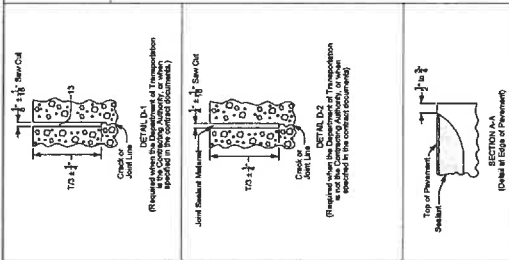
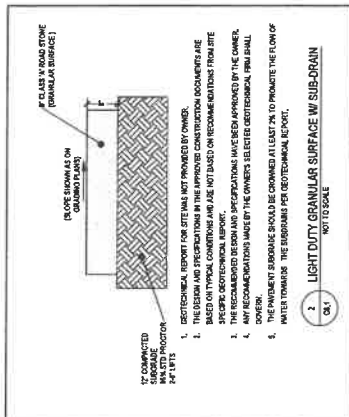
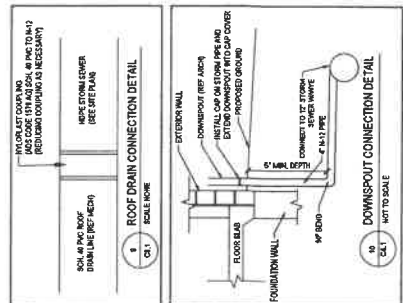
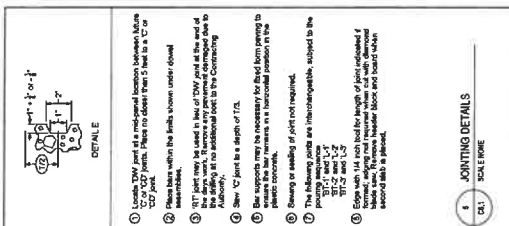
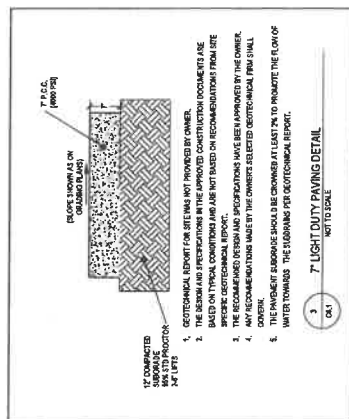
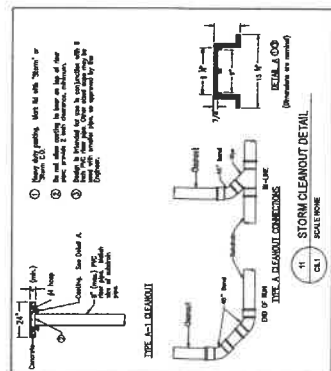
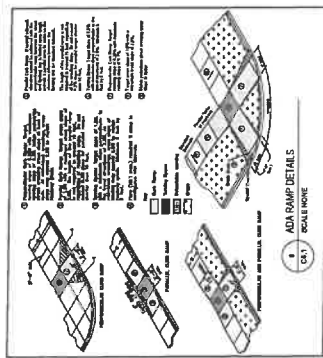
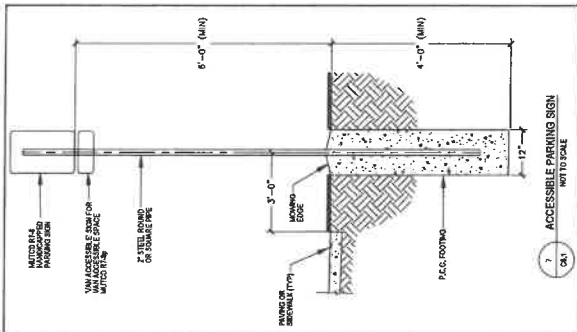
SHRUB PLANTING (TYP)

SCALE: 1/8\"/>

PLANTING SCHEDULE

CODE	QUANTITY	COMMON NAME	Latin Name	Size	Root	Notes
OB	3	SHINGO	SHINGO LILY	2 1/2 GAL	B&B	MATCHED SPECIMENS
NC	3	HEMLOCK COFFEE TREE	OMORHIZA DOLICHO	2 1/2 GAL	B&B	MATCHED SPECIMENS
AS	3	RED GUM	CAESALPINIA	2 1/2 GAL	MATCHED SPECIMENS	
AC	45	PIPER CURANT	SHINGO LILY	#5	CONT	FULL FORM - MATCHED
RY	47	DOUGLASS YEW	DOUGLASS YEW	#5	B&B	FULL FORM - MATCHED
EV	41	DOUGLASS YEW	DOUGLASS YEW	#5	CONT	FULL FORM - MATCHED
NC	42	PIPER CURANT	OMORHIZA DOLICHO	#5	CONT	FULL FORM - MATCHED
NC	24	PIPER CURANT	OMORHIZA DOLICHO	#1	CONT	FULLY ROOTED IN CONTAINER
NC	24	PIPER CURANT	OMORHIZA DOLICHO	#1	CONT	FULLY ROOTED IN CONTAINER

SEE NOTES 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 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, 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QD = Outside diameter of pipe
TW = Trench width at top of pipe:
Min. = QD+18 inches OR 1.25QD+12"
(whichever is greater)

[illegible][illegible]

EROSION CONTROL REMOVAL NOTES:
1. AFTER FINAL EROSION CONTROL IS OBSERVED IN WIDE GENERAL, POWER NO. 2 CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL TEMPORARY EROSION CONTROL DEVICES INCLUDING, BUT NOT LIMITED TO: SILL, FLEET PROTECTION, AND TEMPORARY STAKEWORK.

PROPERTY DESCRIPTION:
PARCELS 11020000000000000000, PARCELS 11020000000000000000
LOT 102 BLUE SKY COMMANDER PLANT 2, RULEY, ST. CLAY COUNTY, INDIANA

AREA:
17.00 AC +/- (SEE ADJACENT)

ADDRESS:
BLUE SKY PARKWAY
HUNTER, INDIANA 46341

OWNER/PREPARED FOR:
SANDY L. HANSEN
CONTACT: SANDY L. HANSEN

ZONING:

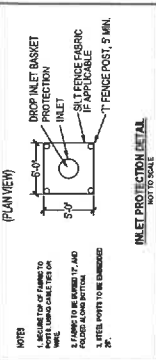
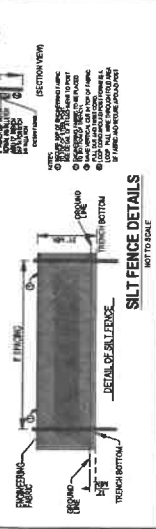
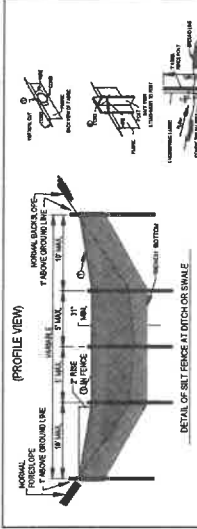
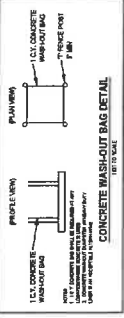
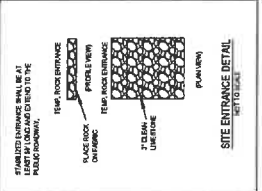
INFORMATION OBTAINED FROM:
HUGLETON.ORG
THE OFFICIAL CITY OF HUGLEY ZONING MAP
LAST UPDATED AS OF NOVEMBER 1991

ZONED M-1 (INDUSTRIAL)

AREA OF
HUGLETON, PA
10 FEET
10 FEET
10 FEET

[illegible]

DISTURBED AREA = 3.96 ACRES±



LOT 3 GRADING LEGEND:

GRADING LEGEND:

LEGEND:

--- 120 ---

1



IOWA

ONE CALL
1-800-392-8989

Call 1-800-875-5282 for more information.

Bishop Engineering
"Planting Your Successful Development!"
3501 104th Street
Des Moines, Iowa 50322-3625
Phone: (515) 278-0467 Fax: (515) 278-1717
Civil Engineering & Land Surveying
Established 1959

SWPPP

ANKENY LAWN CARE
HUXLEY, IOWA

REFERENCE NUMBER:	ISSUED BY:	REVISION DATE:
	GSA	1 City Sub 2022-05-02
		2 City Sub 2022-06-08
	ORDERED BY	3 City Sub 2022-09-26
	SVS	4 Final City Sub 2023-08-14

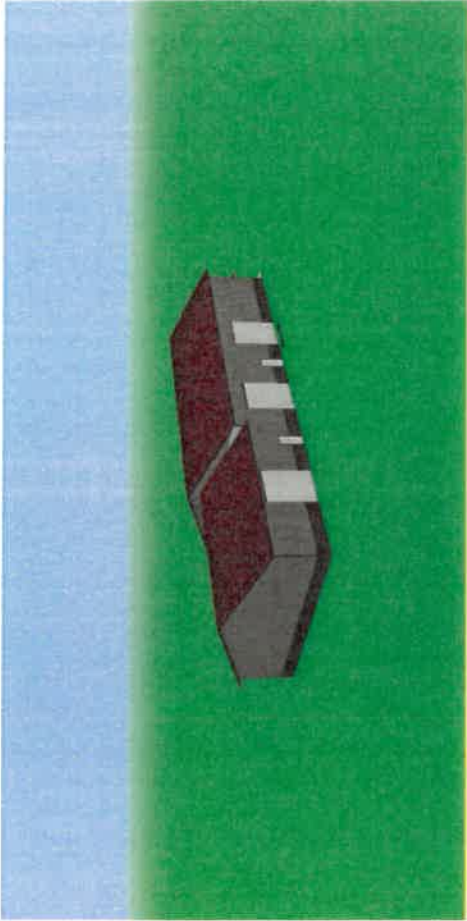
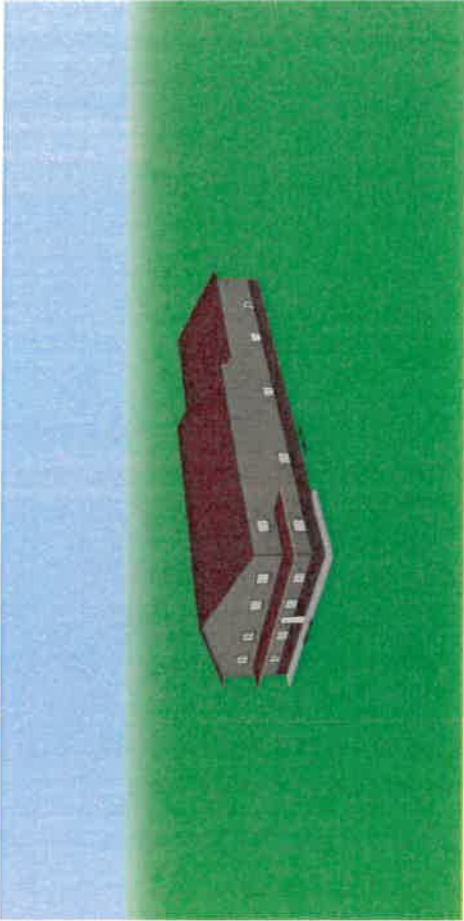
PROJECT NUMBER:
210346

SHEET NUMBER:
C7.1

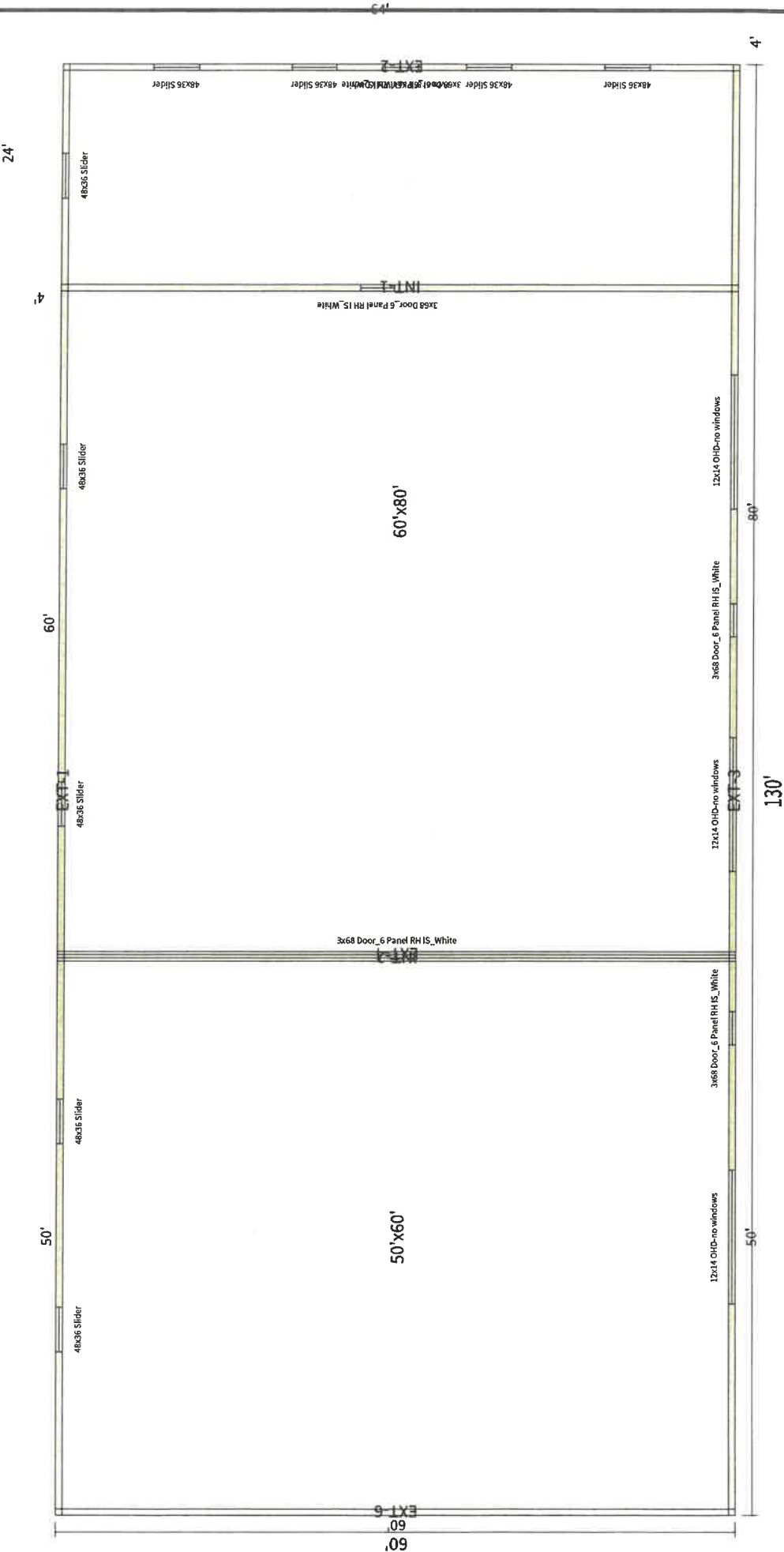
C7.1

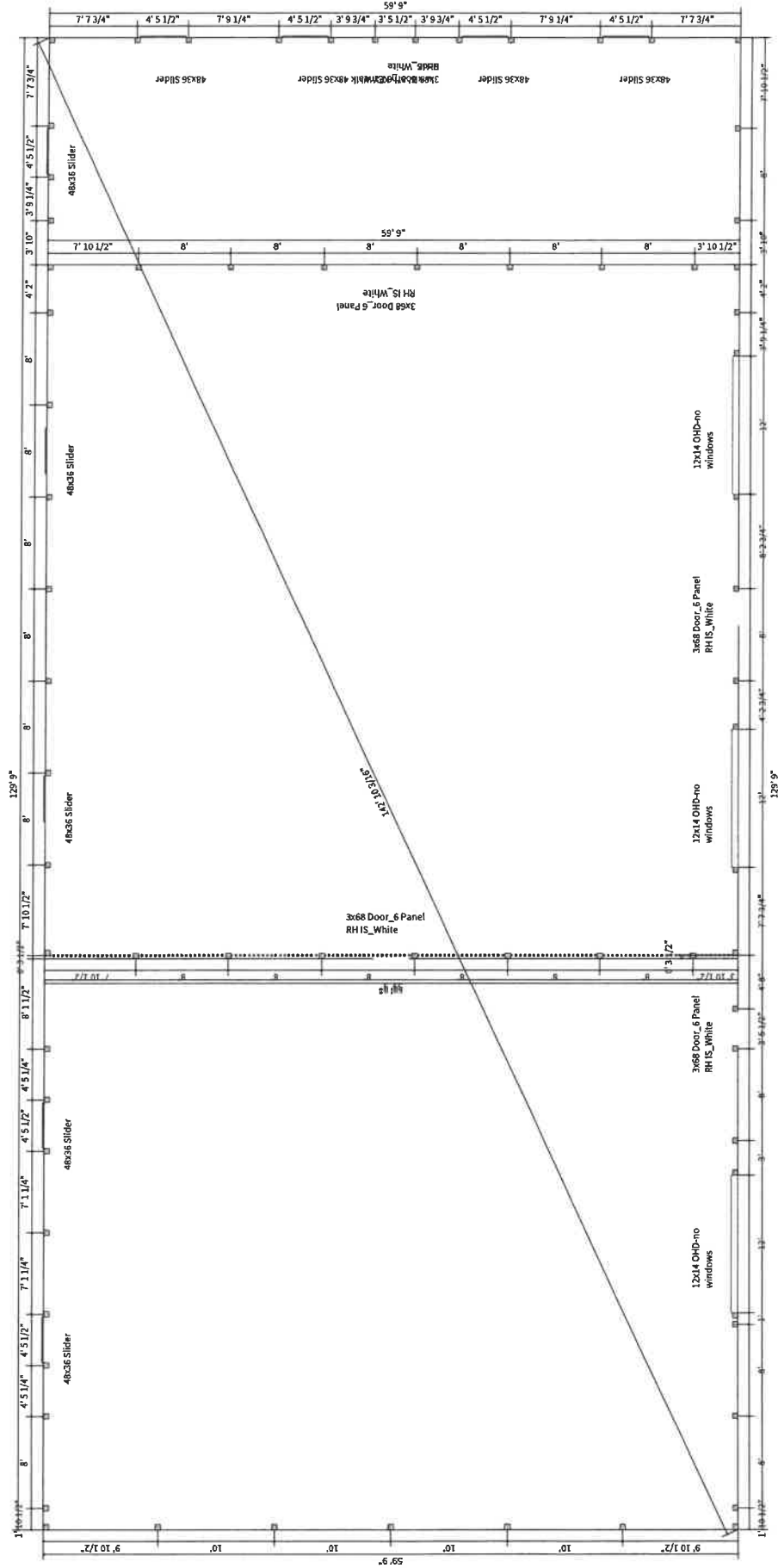
Summary	
Width	60'
Length	80'
Ceiling Height	20'
Slab Depth	0.5'
Overhangs	4
Roof Pitch	4/12

Job Information	
Project Name	Ankeny Lawn Care
Company Name	Lonneman Construction
Contact	Craig
Email	craig@lonneman@gmail.com
Phone	
Delivery Address	
ZIP code	
Desired Date	
Comments	
Loading	21-4-4
User	



Wall Layout





SIDING BEGINS 0' ABOVE GRADE

FOUNDATION NOTES:
POST HOLE: 4' X 1' 4" DIAMETER
FASTENER: (none)
BASE: KEY 50# Bag Concrete
UPLIFT: (none)

Cross Section - EXT-3

ROOF MATERIAL: Rustic Red KEY 26 ga Corrugated

PURLINS: KEY 2x4 On Edge

WALL MATERIAL: Tan KEY 26 ga Corrugated
WAINSCOT MATERIAL: Rustic Red KEY 26 ga Corrugated

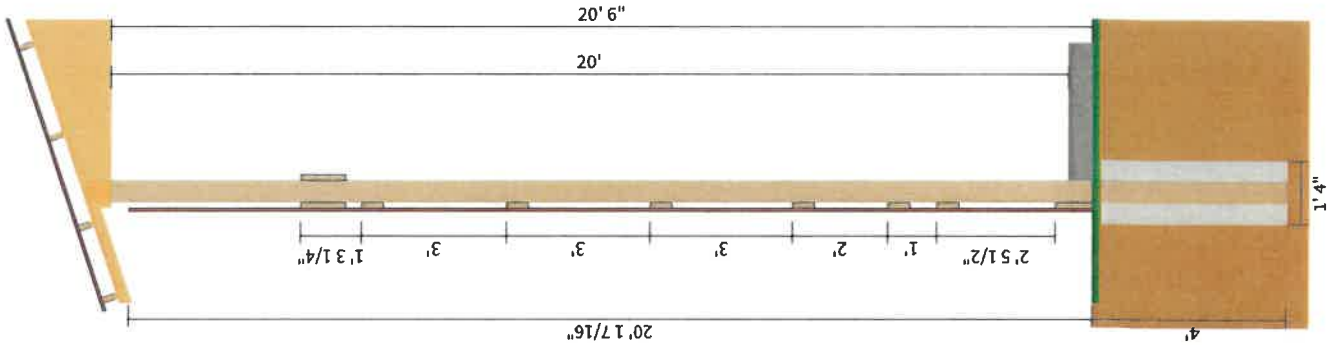
EXTERIOR CARRIER: KEY 2x12

EXTERIOR WALL GIRTS: KEY 2x6

CORNER POSTS: KEY 6x6
INTERMEDIATE POSTS: KEY 6x6

EXTERIOR SKIRT BOARD: KEY 2x10
BOTTOM IS AT GRADE

SIDING BEGINS 0' ABOVE GRADE



4.0/12 TRUSS SYSTEM
HEEL HEIGHT: 0' 6"
TRUSS SPACING: 48 IN. O. C.

BRACE PER TRUSS MANUFACTURER'S RECOMMENDATIONS

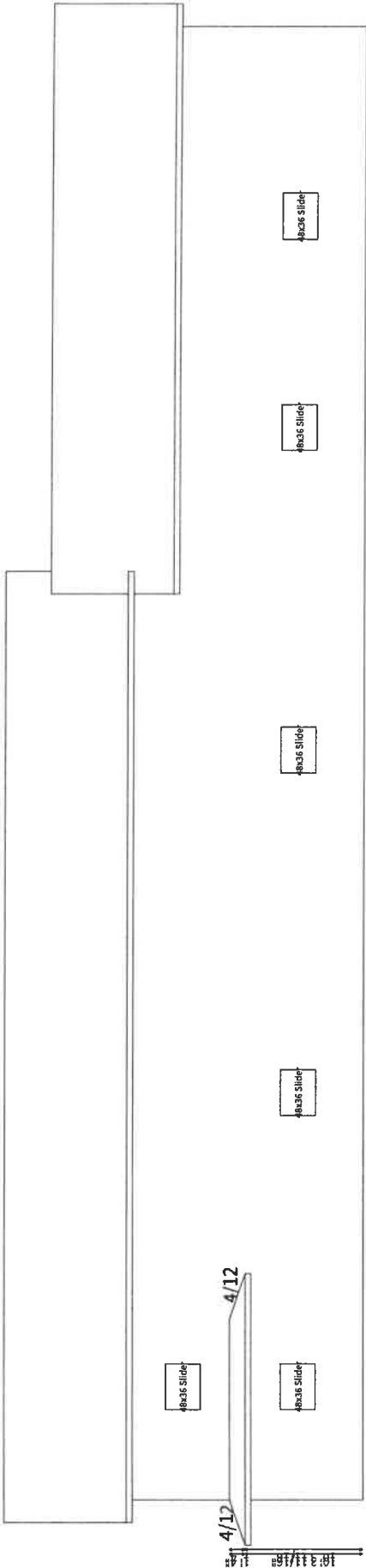
INTERIOR CARRIER: KEY 2x12

SLAB DEPTH 0' 6"

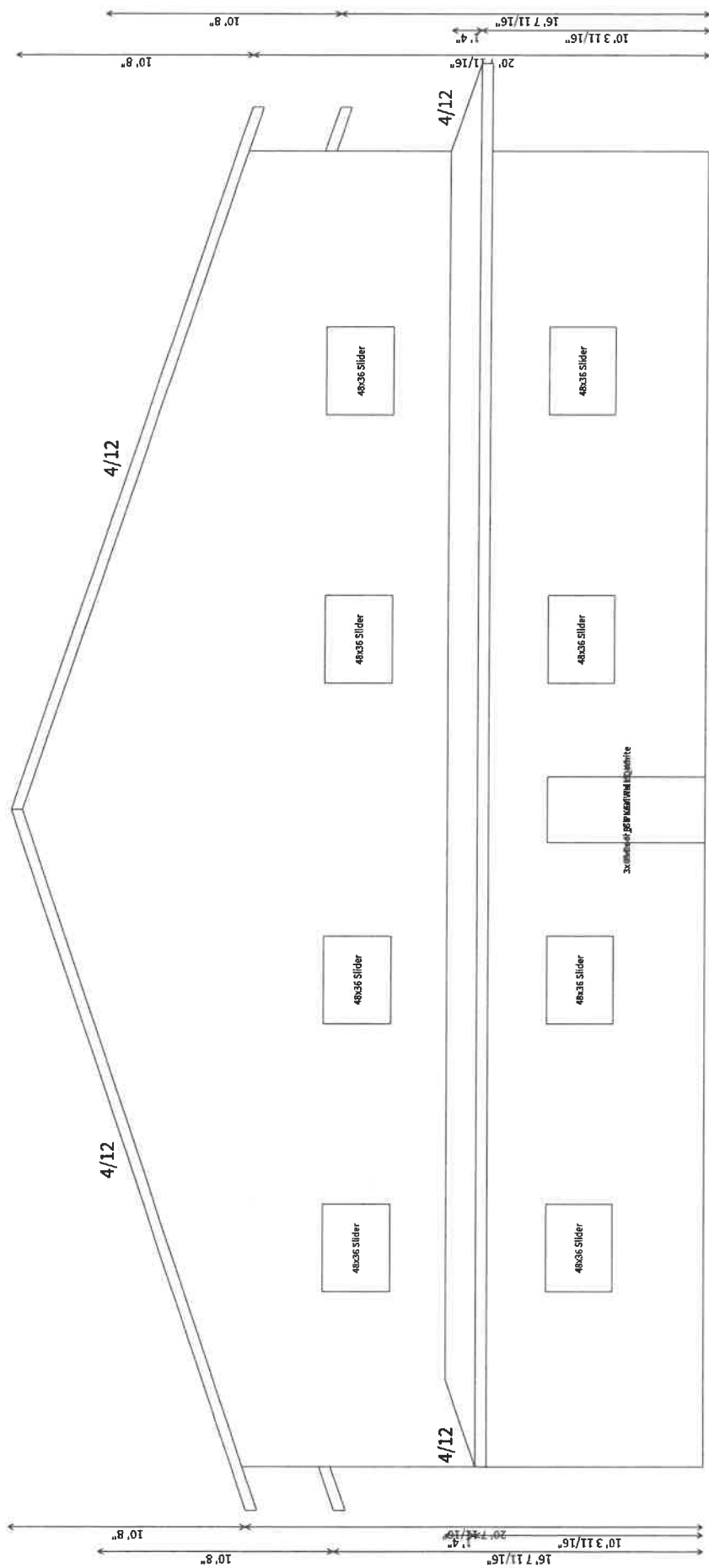
FOUNDATION NOTES:

POST HOLE: 4' X 1' 4" DIAMETER
FASTENER: (none)
BASE: KEY 50# Bag Concrete
UPLIFT: (none)

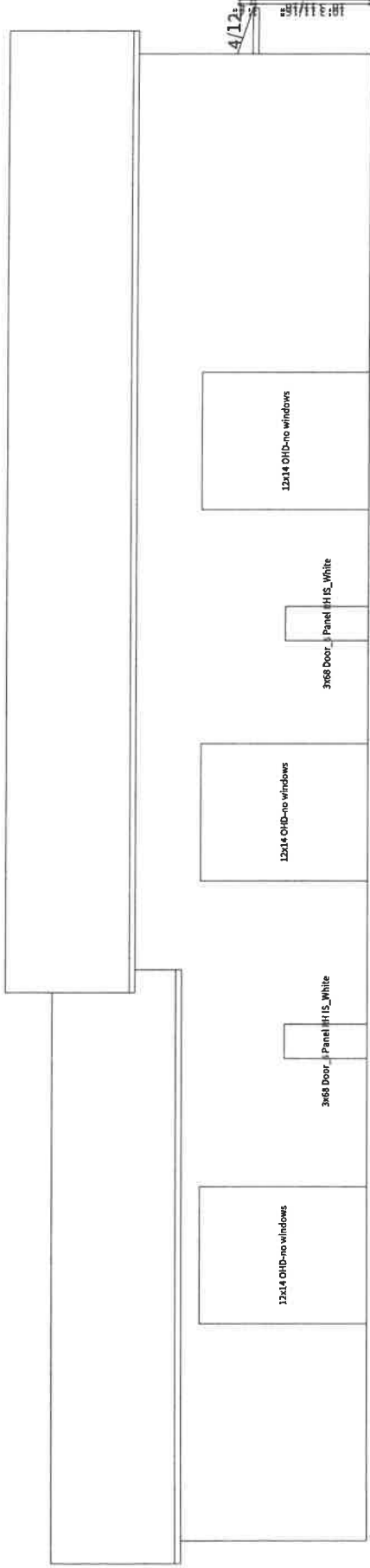
Left Elevation



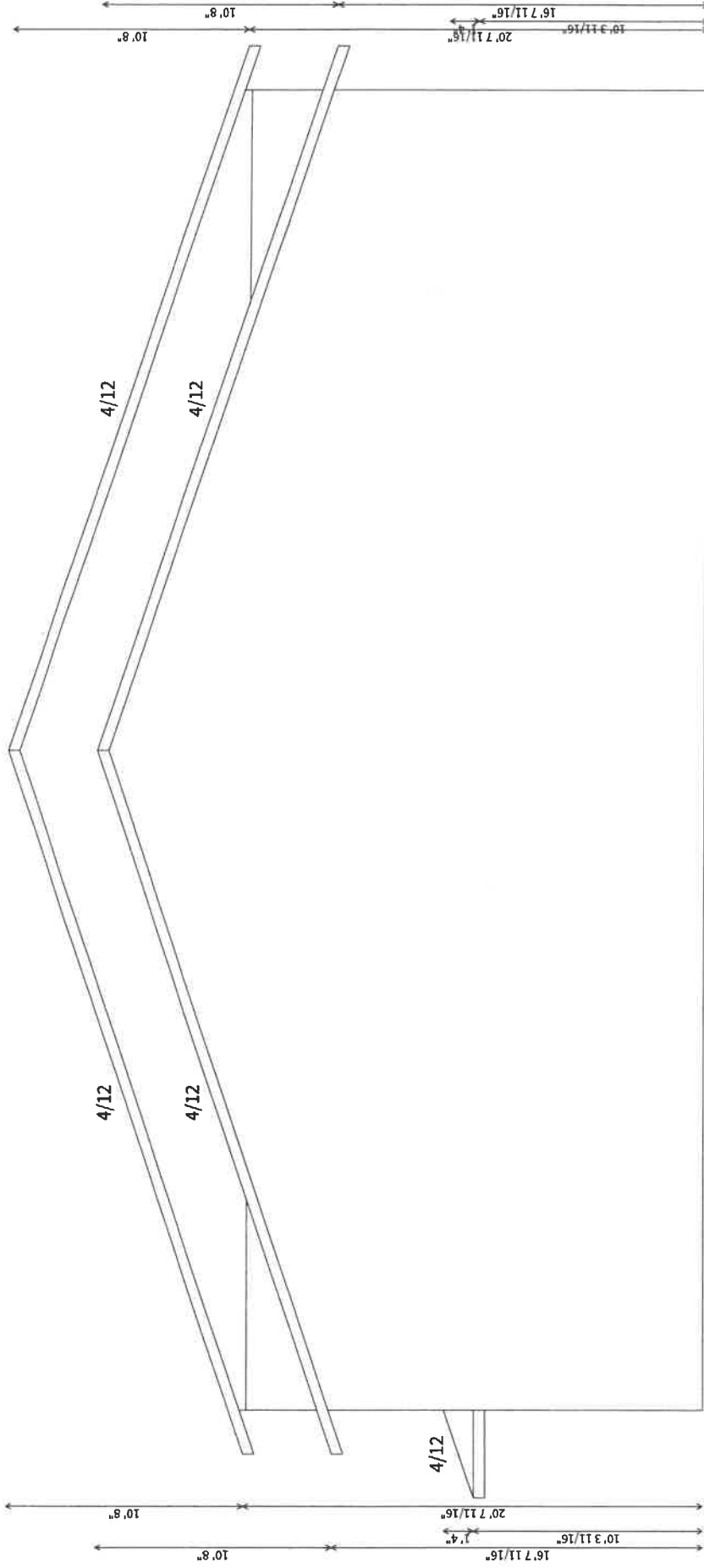
Front Elevation



Right Elevation



Back Elevation



RESOLUTION 23-040

**RESOLUTION TO APPROVE AGREEMENT WITH
BALLARD COMMUNITY SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER (SRO)**

WHEREAS, the proposed agreement with Ballard Community School District has been reviewed by Police Chief, Council, City Administrator and legal counsel; and determined to be a valid request; and

WHEREAS, the School Resource Officer (SRO) will become the point of contact for school administration on law enforcement issues; will build a working relationship with students, staff, and parents; will participate in education and problem-solving; and will assist the Huxley Police Department and community on issues involving young people. The SRO is not a security officer for the schools, although he or she can advise on security matters and assist in training. The SRO also supports early intervention, diverse programs, and alternatives to traditional juvenile involvement in the criminal justice system; and

Whereas, the attached 28E Agreement details the responsibilities, expectations, accountability, and general operating structure for the SRO program. This agreement also explains the cost and manner of payment. The Ballard Community School District and the City of Huxley split the cost for nine months during which the SRO is in the schools. During the summer months, the SRO is assigned duties determined by the Huxley Police Department; hence, the summer months are paid entirely by the city. The expenses associated with this program shall be included in the Huxley Police Department budget; and,

NOW, THEREFORE, BE IT HEREBY RESOLVED, it is the council's recommendation to approve the agreement with Ballard Community School District for a School Resource Officer and authorized the mayor to sign the agreement.

Passed and adopted this 27th day of June, 2023.

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk

**28E AGREEMENT BETWEEN
BALLARD COMMUNITY SCHOOL DISTRICT
AND
CITY OF HUXLEY, IOWA
SCHOOL RESOURCE OFFICER PROGRAM**

This Agreement for School Resource Officer Program (“Agreement”) is made and entered into this ____ of _____ 2023, by and between the BALLARD COMMUNITY SCHOOL DISTRICT, an Iowa school corporation organized and existing under the provisions of Iowa Code Chapter 274, (hereinafter referred to as “District”) and CITY OF HUXLEY, an Iowa city organized and existing under the provisions of Iowa Code Chapter 362, (hereinafter referred to as “Huxley”).

This Agreement is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa. This Agreement is between two public agencies for joint or cooperative action. Neither a separate legal or administrative entity, nor joint board, will be created for administration of this Agreement. The Huxley Police Chief or designee, and the District’s Superintendent of Schools or designee shall be designated as the Administrators of this Agreement for purposes of Iowa Code Chapter 28E.

After execution of this Agreement by the District and Huxley, it shall be filed in the office of the Iowa Secretary of State as required by law. This Agreement shall be effective when executed and filed as set forth above and shall continue for an initial period of five (5) years unless sooner terminated as provided herein.

ARTICLE I

General

The parties share a mutual interest to maintain an atmosphere in the District schools where school staff and students have a safe learning environment. The School Resource Officer program presents a cooperative approach towards addressing various collaborative efforts to maximize student safety, performance, and wellbeing.

School Resource Officer programs are recognized nationally as programs that effectively establish positive working relationships between schools and law enforcement. The School Resource Officer (SRO) will assist school administrators by taking immediate action when law enforcement intervention is warranted. Additionally, the SRO will provide guidance and support in assisting school staff, students and parents with a variety of non-emergency law enforcement related matters.

Through relationship building and problem-solving efforts and by cooperative efforts with school staff, students, parents, courts, the surrounding neighborhood, and the community’s social service organization, the SRO program strives to assist the District with providing safe schools and a safe neighborhood environment. The SRO will seek to assist juveniles in learning the

consequences of their actions, while recognizing that the criminal justice system may not be the best alternative for all persons.

Selection

1. The SRO will be a certified, non-probationary law enforcement officer who maintains at least the minimum qualifications required for employment as a law enforcement officer with the Huxley Police Department. The typical term of service is five (5) years. Modifications to this term of service involve the police union contract, police policies, and police administration.
2. Selection of the SRO is completed by the Huxley Police Department with advisory input from District representatives. An advisory committee will be comprised of representatives from the District who will be appointed by the Superintendent and representatives from the Huxley Police Department, who will be appointed by the Chief of Police. The Advisory Committee will make recommendations on the SRO selection to the Police Chief. The Chief will consider the committee's recommendations; however, selection of the SRO is within the sole discretion of the Police Chief.

Supervision and Program Assessment

1. The Police Department shall assign a higher-ranking officer to supervise the officer assigned to the SRO program.
2. In addition to providing direction for the SRO, the SRO supervisor will serve as a liaison between the District and Huxley in order to resolve matters of mutual concern.
3. The SRO, the school principal or designee, and, if desired, the SRO supervisor, will meet at the beginning of each school year to determine the goals of the SRO. An assessment mechanism shall be developed jointly, in an effort to determine the effectiveness of the SRO program. End of year meetings may be held to determine progress and make adjustments as needed. The following areas, at a minimum, will be used to evaluate the program:
 - a. Success of established goals and objectives.
 - b. Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the school principal(s).
4. The Police Chief who supervises the SRO or designee, in consultation with the applicable school principal or designee, will complete a performance evaluation of the SRO at the end of each school term. The District shall provide requested information and reports to facilitate this evaluation, which may include a recommendation to the Police Chief that the SRO not be assigned to that school the following year. The Police Chief will consider the evaluation and the input of the District when assigning an officer to a building and will make a good faith effort to address any concerns raised. Ultimately, however, the final decision on which officer will be assigned as an SRO is within the sole discretion of the Police Chief.

Assignment

1. It is anticipated that a total of one (1) SRO will be assigned to the District for use in the following schools: Ballard Community High School, Ballard Middle School, East Elementary and West Elementary. It is anticipated that the primary assignments will be at the High School and Middle School, with attendance as available at the Elementary Schools.
2. The SRO shall be assigned for forty (40) hours per week during those weeks that the schools are in regular session.
3. Regular working hours may be adjusted on a situational basis with the mutual approval of the Superintendent or designee, SRO supervisor, and SRO. These adjustments may be to attend school-related events requiring the presence of a law enforcement officer. Such adjustments will be in accordance with the Fair Labor Standards Act and police contract. Overtime required for special events such as athletic functions or school board meetings shall be charged to the District. Requests for SRO presence at special meetings, events, or additional activities will be evaluated on a case-by-case basis with priority given to those situations most closely related to the core function of the SRO in the school. Requests of this nature should be made to the Police Chief who supervises the SRO. If investigative overtime is necessary, the Police Department through which the SRO is employed shall be responsible.
4. The SRO may be temporarily reassigned by the City through which the SRO is employed during school holidays or vacations and/or during times of emergencies. Such duty assignment will be under the direction of the SRO supervisor. The SRO may also be required to work youth-related police duty assignments, at times when school is not in session, when so directed by the SRO supervisor.
5. The SRO is expected to attend all training, meetings, and appointments assigned by the SRO's Police Department. It is recognized that some of these may conflict with officer availability at the school during normal school hours. These conflicts will be minimized as much as possible, but the potential exists that such requirements will take precedence over school presence. The SRO shall strive to keep the school principal or designee informed about SRO absences and activities on a need to know basis.
6. With the approval of the SRO's supervisor, the SRO will be allowed to request and utilize their annual leave throughout the year. The SRO's vacation time in excess of five (5) days must be taken during school vacations or holiday breaks. Vacation time or compensatory time not in excess of five (5) days may be taken during the school year with the approval of the SROs' supervisor and prior written notification to the District. The Chief of Police overseeing the SRO will provide a temporary substitute for the duration of the SRO's vacation when possible.

7. The District shall designate the SRO as a “school official” under the Family Educational Rights and Privacy Act (FERPA) and, as such, may provide the SRO with access to student information systems, to include access to information relating to all students enrolled in the District, for the purpose of minimizing juvenile delinquency and truancy and maintaining student safety. Any information obtained by the SRO through such access shall be subject to the confidentiality provisions of state and federal law, including limitations on redisclosure. The purpose of this information sharing is not to aid in prosecuting juvenile delinquency cases.

ARTICLE II

Duties and Responsibilities of School Resource Officers

1. The SRO shall develop friendly contact between the Police Department and the City’s youth.
2. The SRO shall enforce state laws and local ordinances and coordinate directly with the school principal or designee to provide security during school hours.
3. The SRO should be familiar with all law enforcement case information pertaining to schools, students and the neighborhood surrounding the campus. The SROs shall engage in effective problem solving and liaison with neighborhoods surrounding the schools, which may be affected by the conduct of students.
4. The SRO should facilitate and assist with law enforcement investigations involving victims, witnesses and suspects associated with the schools. The SRO shall assist in or provide effective alternatives to court whenever possible.
5. SROs are police officers and not necessarily certified teachers, school administrators, nor school counselors. The officer will assist the teachers with classroom presentations on relevant topics when requested and able. The officer will also work with families, individual students, and other school staff members with counseling and guidance efforts when requested and appropriate. The SRO shall further provide students with information regarding the role of laws, courts, and police in society. Teamwork, partnerships, cooperation, and coordination between the SRO, their supervisor, school administration and staff, and the surrounding neighborhoods is encouraged.
6. The SRO shall assist District officials in emergency planning and emergency safety and security assessments as appropriate. The SRO shall also assist District officials with developing plans and strategies to prevent, minimize or respond to dangerous situations which may occur on campus or during school sponsored events. The SRO shall participate in multidisciplinary school safety teams.
7. The SRO will adhere to School Board policy which does not conflict with state or federal law and the SRO’s Police Department’s rules and regulations. The SRO is governed by

the rules, policies, shifts, schedules, procedures, and practices of the Police Department and the City, under the Investigations Division commander and supervising sergeant.

8. The parties acknowledge that the SRO may from time to time acquire confidential information concerning the District, students, and others in the course of performing duties under this Agreement. It is agreed that such non-law enforcement information or records shall be kept confidential by the SRO in compliance with District policy, and federal, state, and local law.
9. The SRO is a police officers assigned as a uniform patrol officer of the Huxley Police Department. As such, their primary responsibilities are to engage in relationship building and problem solving in the school environment. This may include investigating criminal cases involving youth, maintaining order through the enforcement of local, state and federal laws, and enforcement of the school code of conduct for the purpose of maintaining a safe and effective learning environment in schools. As soon as practicable, the SRO shall make the principal or designee(s) of the school aware of such action. The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and school related functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO should advise the principal or designee(s) of the intended action when requesting additional law enforcement assistance on campus.
10. In situations where the SRO becomes aware of a traumatic event (family member arrested, search warrant, domestic disturbance, etc.) that a student may have witnessed, the SRO shall notify the school counselor of the event. The intent is to alert school officials that the student's participation in school, school testing, or other activities may be affected by this experience. This "Handle with Care" notification will not typically include the details of the event.
11. The SRO shall not act as a school disciplinarian and shall not take administrative action or levy sanctions on behalf of any District employee. However, if the principal or designee believes an incident is a violation of the law, the principal or designee may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. The SRO is not to be used for lunchroom duties, hall monitor, bus duties, or other monitoring duties. If there is a problem in one of these areas the SRO may assist the school until the problem is solved.
12. The SRO shall notify the building principal and SRO supervisor, if they are sick or absent from the school building for one day or more.
13. The SRO shall perform other duties as mutually agreed upon by the school principals and the SRO supervisor so long as the performance of such duties is reasonably related to the SRO program as described in this Agreement and so long as such duties are consistent with Police Department rules and regulations.

ARTICLE III

Rights and Duties of the District

The District shall provide the following materials and facilities which are deemed necessary to the performance of the SRO's duties:

1. Access to a properly lighted private office equipped with a telephone to be used for general business purposes;
2. A location for files and records which can be properly locked and secured;
3. A desk with drawers, a chair, worktable, filing cabinet and office supplies;
4. Email and internet access; use of a District device to access student management systems such as "Infinite Campus."
5. Maintain an open line of communicate with the SRO and cooperate with the SRO in furtherance of this Agreement, including reporting criminal incidents that come to the attention of school administrators and seeking assistance with dangerous or suspicious circumstances.

ARTICLE IV

Employment Status of School Resource Officer

The SRO shall remain an employee of Huxley and shall not be an employee of the District for any purpose. As the employer of the SRO, Huxley shall be responsible to recruit, hire, train, assign, supervise, evaluate, discipline, and/or discharge the SRO, and shall be responsible for payment of all wages and benefits due the SRO. The District and Huxley acknowledge that the SRO shall remain responsive to the chain of command of the Police Department in which the SRO is employed.

ARTICLE V

Financing of the School Resource Officer Program

The District will compensate the City that employs the SRO for this service Fifty Eight Thousand, Nine Hundred Seventy Six Dollars and Thirty-Six Cents (\$58,976.36). The City shall bill the district bi-annually.

The District will compensate the City that employs the SRO for the costs of associated equipment and gear the officer shall use while in the school the amount of Three Thousand, Two Hundred and Ninety Four Dollars and Sixty Two Cents (\$3294.62). The City shall bill the district one time at the start of the contract / agreement.

Overtime cost, if it occurs, is in addition to the compensation listed above. Overtime will be billed to the District when the officer is requested at athletic, social, administrative, or other events that exceed forty (40) hours per week. The SRO may occasionally flex hours to assist the District. Projected cost per officer will be recalculated each year to reflect updates to the budgeted cost of

operations. Each party shall allow access to all records, documents and papers necessary for the financial auditing of the parties' transactions. Appropriate records, documents and papers necessary to conduct a financial audit shall be maintained a minimum of three (3) years.

ARTICLE VII

Duration and Termination of Agreement

The term of this Agreement shall be effective upon signing and expire on June 30, 2028 unless renewed in writing by agreement of both parties or terminated as provided herein. Either party may terminate this Agreement upon sixty (60) days written notice to the other party. Upon termination of this Agreement, the District will retain all desks, chairs, tables, filing cabinets, provided technologies, access cards, building keys and other District property; the City providing the SRO will retain all motor vehicles, radios, cell phones, computers, cameras, storage safes and other City property.

ARTICLE VIII

Insurance and Indemnification

1. **Liability Insurance.** Huxley and the District shall each maintain Commercial General Liability insurance for protection of each, respectively, from any liability arising out of any accidents or other occurrence causing any injury and/or damage to any person or property arising from the performance of their obligations under this Agreement due directly or indirectly to the actions of the insured. Liability policies shall have limits of not less than Two Million Dollars (\$2,000,000) per occurrence.
2. **Workers' Compensation/Employer's Liability Insurance.** Huxley shall maintain Workers' Compensation insurance for the SRO as statutorily required by the State of Iowa and Employer's Liability insurance in amounts not less than \$100,000 per accident, per employee, per disease and \$500,000 in the aggregate.
3. **Other Insurance Provisions.** All required insurance shall be obtained from issuers of recognized responsibility licensed to do business in the State of Iowa. Each party shall be furnished with a certificate(s) of insurance required under this Agreement upon request. Such policies shall not be modified or cancelled except upon at least thirty (30) calendar days' prior written notice to the other party to this Agreement. It is specifically agreed that the types and amounts of insurance specified above shall not limit or otherwise affect any party's obligation to indemnify and hold the other party harmless as provided by the indemnification provisions of this Agreement. The failure of any party to maintain the insurance coverage and limits required by this Agreement shall be considered a material breach of this Agreement. However, the failure of any party to declare another party to be in material breach shall not be deemed a waiver by the other party of the right to claim a material breach for a subsequent failure to maintain the required coverage or limits.

4. Indemnification by District. To the extent permitted by law, the District agrees to indemnify, defend, and hold harmless Huxley, their officers, agents, and employees, against all claims, suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees, and against all liability for property damage and personal injury including death resulting directly or indirectly there from, arising from any acts or omissions of the District, either active or passive, or those of its agents, employees, assigns, or any other person acting on its behalf in the performance of its obligations, duties, and responsibilities imposed under this Agreement.
5. Indemnification by Huxley. To the extent permitted by law, Huxley agrees to indemnify, defend, and hold harmless the District, its officers, agents, and employees, against all claims, suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees, and against all liability for property damage and personal injury including death resulting directly or indirectly there from, arising from any acts or omissions of Huxley, either active or passive, or those of its agents, employees, assigns, or any other person acting on its behalf in the performance of its obligations, duties, and responsibilities imposed under this Agreement.
6. Waiver of Subrogation Rights. Huxley and the District each release each other from any claim for recovery for any loss or damages to any of its property that is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. Huxley and the District shall each waive and, to the extent allowed by law, cause its insurance underwriter to waive, its rights of subrogation with respect to Workers' Compensation.
7. Claims. Each party shall notify the other party of any claim or any potential claim for bodily injury or property damage to another arising out of actions taken under this Agreement as soon as practical following knowledge of the claim or potential claim.

ARTICLE IX

Miscellaneous

1. Amendment. This Agreement may only be modified by written mutual agreement of the parties.
2. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties and their successors and assigns. However, neither party may assign this Agreement without the consent of the other party.
3. Severability. If any clause, provision or section of this Agreement shall, for any reason, be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the parties to the full extent permitted by law.

4. Notices. All notices under this Agreement must be in writing and shall be deemed given when either personally delivered, transmitted by confirmed facsimile or confirmed electronic mail or when received by certified mail at the address below or at another address as designated by a party.

Ballard Community School District
Attention: Superintendent
509 N. Main Ave.
Huxley, IA 50124

Huxley Police Department
Attention: Police Chief
515 N. Main Ave.
Huxley, IA 50124

5. Supersedes. This Agreement supersedes all prior agreements between the District and the City purporting to establish and finance a School Resource Officer Program.
6. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

BALLARD COMMUNITY
SCHOOL DISTRICT

CITY OF HUXLEY, IOWA

By: _____
President, Board of Directors

By: _____
Mayor

Attest: _____
Secretary, Board of Directors

Attest: _____
City Clerk

Date: _____

Date: _____

RESOLUTION NO. 23-041

Resolution Deleting Property from the Huxley Urban Renewal Area

WHEREAS, the City Council (the “Council”) of the City of Huxley, Iowa (the “City”) has previously established the Huxley Urban Renewal Area (the “Urban Renewal Area”) and has adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives to be undertaken therein; and

WHEREAS, the Council now desires to decrease the size of the Urban Renewal Area by deleting certain property (the “Property”) from the Urban Renewal Area, as set out on Exhibit A hereto; and

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

Section 1. The Property as described on Exhibit A hereto is hereby deleted from the Urban Renewal Area.

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

Passed and approved June 27, 2023.

Mayor

Attest:

City Clerk

EXHIBIT A
Legal Description of
Property Deleted from the
Huxley Urban Renewal Area
June 27, 2023

A PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 82 NORTH, RANGE 23
WEST OF THE 5TH P.M. AND A PART OF THE SOUTHWEST 1/4 OF SECTION 19,

TOWNSHIP 82 NORTH, RANGE 23 WEST OF THE 5TH P.M. LYING SOUTH OF THE
FORMER CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD NOW INCLUDED IN
AND FORMING A PART OF THE CITY OF HUXLEY, STORY COUNTY, IOWA, MORE
PARTICULARLY DESCRIBED AS FOLLOWS,

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID
NORTHWEST 1/4 OF SECTION 30; THENCE NORTH 0°00'01" EAST ALONG THE WEST
LINE OF SAID

NORTHWEST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 1324.01 FEET TO THE

NORTHWEST CORNER OF SAID SECTION 30; THENCE NORTH 0°05'19" EAST ALONG
THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 19,
A DISTANCE OF 98.43 FEET TO THE FORMER SOUTH RIGHT-OF-WAY LINE OF THE

CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE NORTH 84°12'20" EAST
ALONG

SAID FORMER SOUTH RAILROAD RIGHT-OF-WAY LINE, 510.44 FEET, THENCE
NORTH

5°47'30" WEST CONTINUING ALONG SAID FORMER SOUTH RAILROAD RIGHT-OF-
WAY LINE, 15.00 FEET, THENCE NORTH 84°12'29" EAST CONTINUING ALONG SAID
FORMER SOUTH

RAILROAD RIGHT-OF-WAY LINE, 1000.06 FEET; THENCE NORTH 6°06'07" WEST
CONTINUING ALONG SAID FORMER SOUTH RAILROAD RIGHT-OF-WAY LINE, 34.94
FEET; THENCE NORTH 83°59'03" EAST CONTINUING ALONG SAID FORMER SOUTH
RAILROAD RIGHT-OF-WAY LINE, 55.53 FEET; THENCE EASTERLY CONTINUING
ALONG SAID FORMER SOUTH RAILROAD

RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHERLY WHOSE
RADIUS IS

11409.19, WHOSE ARC LENGTH IS 869.36 FEET AND WHOSE CHORD BEARS NORTH

86°23'45" EAST, 869.15 FEET; THENCE NORTH 88°48'35" EAST CONTINUING ALONG
SAID FORMER SOUTH RAILROAD RIGHT-OF-WAY LINE, 93.85 FEET TO THE WEST

RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 35; THENCE SOUTH $0^{\circ}03'15''$ WEST ALONG SAID WEST HIGHWAY RIGHT-OF-WAY LINE, 982.55 FEET, THENCE SOUTH $3^{\circ}16'40''$ EAST CONTINUING ALONG SAID WEST HIGHWAY RIGHT-OF-WAY LINE, 395.71 FEET; THENCE

SOUTHERLY CONTINUING ALONG SAID WEST HIGHWAY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 84687.46 FEET, WHOSE ARC LENGTH IS 315.45 FEET AND WHOSE CHORD BEARS SOUTH $0^{\circ}09'40''$ WEST, 315.45 FEET TO THE NORTHEAST CORNER OF OUTLOT "W" OF BLUE SKY COMMONS PLAT 1, BEING AN

OFFICIAL PLAT; THENCE NORTH $89^{\circ}52'01''$ WEST ALONG THE NORTH LINE OF SAID

OUTLOT "W", 458.99 FEET TO THE NORTHEAST CORNER OF PARCEL "E" AS SHOWN IN A CORRECTED PLAT OF SURVEY RECORDED IN INSTRUMENT NUMBER 2017-04098 (SLIDE 568, PAGE 5) OF THE STORY COUNTY, IOWA RECORDER'S OFFICE; THENCE SOUTH

$0^{\circ}03'17''$ WEST ALONG THE EAST LINE OF SAID PARCEL "E", 83.99 FEET TO THE

SOUTHEAST CORNER OF SAID PARCEL "E"; THENCE NORTH $89^{\circ}56'43''$ WEST ALONG THE SOUTH LINE OF SAID PARCEL "E", 653.89 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "E" AND BEING THE NORTHEAST CORNER OF STREET LOT C OF SAID BLUE SKY COMMONS PLAT 1; THENCE NORTH $69^{\circ}26'30''$ WEST ALONG THE NORTHERLY LINE OF

SAID STREET LOT C AND ALONG THE NORTHERLY LINE OF LOT 3 OF SAID BLUE SKY COMMONS PLAT 1, A DISTANCE OF 243.24 FEET TO A CORNER ON THE NORTH LINE OF SAID LOT 3; THENCE NORTH $89^{\circ}52'01''$ WEST CONTINUING ALONG SAID NORTH LINE OF LOT 3, A DISTANCE OF 18.32 FEET TO A CORNER ON THE NORTH LINE OF SAID LOT 3; THENCE NORTH $89^{\circ}51'24''$ WEST CONTINUING ALONG THE NORTH LINE OF SAID LOT 3

AND ALONG THE NORTH LINE OF OUTLOT "X" OF SAID BLUE SKY COMMONS PLAT 1 AND ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, A DISTANCE OF 1176.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 92.58 ACRES (4,032,853 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

ORDINANCE NO. 532

**An Ordinance Deleting Property From the Tax Increment Financing District
for the Huxley Urban Renewal Area of the City of Huxley, Iowa,
Pursuant to Section 403.19 of the Code of Iowa**

WHEREAS, the City Council of the City of Huxley, Iowa (the "City") previously enacted an ordinance providing for the division of taxes levied on taxable property in the Huxley Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, pursuant to that ordinance, a portion of the Huxley Urban Renewal Area in the City of Huxley was designated a "tax increment district"; and

WHEREAS, the City Council now desires to decrease the size of the "tax increment district" by deleting certain property;

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

Section 1. Purpose. The purpose of this ordinance is to delete certain property from the tax increment financing district for the Huxley Urban Renewal Area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

"Deleted Property" shall mean certain real property more particularly described, as follows:

A PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 82 NORTH, RANGE 23 WEST OF THE 5TH P.M. AND A PART OF THE SOUTHWEST 1/4 OF SECTION 19,

TOWNSHIP 82 NORTH, RANGE 23 WEST OF THE 5TH P.M. LYING SOUTH OF THE FORMER CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD NOW INCLUDED IN AND FORMING A PART OF THE CITY OF HUXLEY, STORY COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS,

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4 OF SECTION 30; THENCE NORTH 0°00'01" EAST ALONG THE WEST LINE OF SAID

NORTHWEST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 1324.01 FEET TO THE

NORTHWEST CORNER OF SAID SECTION 30; THENCE NORTH 0°05'19" EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 19, A DISTANCE OF 98.43 FEET TO THE FORMER SOUTH RIGHT-OF-WAY LINE OF THE

CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE NORTH 84°12'20" EAST ALONG

SAID FORMER SOUTH RAILROAD RIGHT-OF-WAY LINE, 510.44 FEET, THENCE NORTH

5°47'30" WEST CONTINUING ALONG SAID FORMER SOUTH RAILROAD RIGHT-OF-WAY LINE, 15.00 FEET, THENCE NORTH 84°12'29" EAST CONTINUING ALONG SAID FORMER SOUTH

RAILROAD RIGHT-OF-WAY LINE, 1000.06 FEET; THENCE NORTH 6°06'07" WEST CONTINUING ALONG SAID FORMER SOUTH RAILROAD RIGHT-OF-WAY LINE, 34.94 FEET; THENCE NORTH 83°59'03" EAST CONTINUING ALONG SAID FORMER SOUTH RAILROAD RIGHT-OF-WAY LINE, 55.53 FEET; THENCE EASTERLY CONTINUING ALONG SAID FORMER SOUTH RAILROAD

RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS

11409.19, WHOSE ARC LENGTH IS 869.36 FEET AND WHOSE CHORD BEARS NORTH

86°23'45" EAST, 869.15 FEET; THENCE NORTH 88°48'35" EAST CONTINUING ALONG SAID FORMER SOUTH RAILROAD RIGHT-OF-WAY LINE, 93.85 FEET TO THE WEST

RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 35; THENCE SOUTH 0°03'15" WEST ALONG SAID WEST HIGHWAY RIGHT-OF-WAY LINE, 982.55 FEET, THENCE SOUTH 3°16'40" EAST CONTINUING ALONG SAID WEST HIGHWAY RIGHT-OF-WAY LINE, 395.71 FEET; THENCE

SOUTHERLY CONTINUING ALONG SAID WEST HIGHWAY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 84687.46 FEET, WHOSE ARC LENGTH IS 315.45 FEET AND WHOSE CHORD BEARS SOUTH 0°09'40" WEST, 315.45 FEET TO THE NORTHEAST CORNER OF OUTLOT "W" OF BLUE SKY COMMONS PLAT 1, BEING AN

OFFICIAL PLAT; THENCE NORTH 89°52'01" WEST ALONG THE NORTH LINE OF SAID

OUTLOT "W", 458.99 FEET TO THE NORTHEAST CORNER OF PARCEL "E" AS SHOWN IN A CORRECTED PLAT OF SURVEY RECORDED IN INSTRUMENT NUMBER 2017-04098 (SLIDE 568, PAGE 5) OF THE STORY COUNTY, IOWA RECORDER'S OFFICE; THENCE SOUTH

0°03'17" WEST ALONG THE EAST LINE OF SAID PARCEL "E", 83.99 FEET TO THE

SOUTHEAST CORNER OF SAID PARCEL "E"; THENCE NORTH 89°56'43" WEST ALONG THE SOUTH LINE OF SAID PARCEL "E", 653.89 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "E" AND BEING THE NORTHEAST CORNER OF STREET LOT C OF SAID BLUE SKY COMMONS PLAT 1; THENCE NORTH 69°26'30" WEST ALONG THE NORTHERLY LINE OF

SAID STREET LOT C AND ALONG THE NORTHERLY LINE OF LOT 3 OF SAID BLUE SKY COMMONS PLAT 1, A DISTANCE OF 243.24 FEET TO A CORNER ON THE NORTH LINE OF SAID LOT 3; THENCE NORTH 89°52'01" WEST CONTINUING ALONG SAID NORTH LINE OF LOT 3, A DISTANCE OF 18.32 FEET TO A CORNER ON THE NORTH LINE OF SAID LOT 3; THENCE NORTH 89°51'24" WEST CONTINUING ALONG THE NORTH LINE OF SAID LOT 3

AND ALONG THE NORTH LINE OF OUTLOT "X" OF SAID BLUE SKY COMMONS PLAT 1 AND ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, A DISTANCE OF 1176.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 92.58 ACRES (4,032,853 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

Section 3. The Deleted Property is hereby removed from the tax increment financing district for the Huxley Urban Renewal Area. No division of property tax revenues as provided under Section 403.19 of the Code of Iowa shall be done with respect to the Deleted Property without further action by the City Council.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed and approved by the Council of the City of Huxley, Iowa, on June 27, 2023.

Mayor

Attest:

City Clerk

• • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
STORY COUNTY
CITY OF HUXLEY

SS:

I, The undersigned, City Clerk of the City of Huxley, do hereby certify that the attached is a true, correct and complete copy of all the records of the Council of the City relating to the adoption of an ordinance entitled "An Ordinance Deleting Property From the Tax Increment Financing District for the Huxley Urban Renewal Area of the City of Huxley, Iowa, Pursuant to Section 403.19 of the Code of Iowa."

WITNESS MY HAND this ____ day of _____, 2023.

City Clerk

STATE OF IOWA

SS:

STORY COUNTY

I, the undersigned, County Auditor of Story County, in the State of Iowa, do hereby certify that on the ____ day of _____, 2023, the City Clerk of the City of Huxley, Iowa, filed in my office a copy of an ordinance of the City shown to have been adopted by the Council and approved by the Mayor thereof on June 27, 2023, entitled: "Ordinance No. _____. An Ordinance Deleting Property From the Tax Increment Financing District for the Huxley Urban Renewal Area of the City of Huxley, Iowa, Pursuant to Section 403.19 of the Code of Iowa," and that I have duly placed a copy of the ordinance on file in my records.

WITNESS MY HAND this ____ day of _____, 2023.

County Auditor

STATE OF IOWA
STORY COUNTY SS:
CITY OF HUXLEY

I, the undersigned, City Clerk of the City of Huxley, do hereby certify that I caused to be published "Ordinance No. _____. An Ordinance Deleting Property From the Tax Increment Financing District for the Huxley Urban Renewal Area of the City of Huxley, Iowa, Pursuant to Section 403.19 of the Code of Iowa," of which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in said City.

WITNESS MY HAND this ____ day of _____, 2023.

City Clerk

(Attach hereto publisher's affidavit of publication with copy of ordinance as published.)

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

RESOLUTION NO. 23-042

**Resolution Setting Date for Public Hearing on Designation of the Expanded
Huxley Urban Renewal Area and on Urban Renewal Plan Amendment**

WHEREAS, this City Council of the City of Huxley, Iowa (the “City”) by resolution previously established the Huxley Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives therein; and

WHEREAS, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the “Property”) lying within the legal description set out in Exhibit A; and

WHEREAS, this City Council is desirous of obtaining as much information as possible from the residents of the City before making this decision; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which (1) covers the addition of the Property to the Urban Renewal Area and (2) authorizes the undertaking of a new urban renewal project in the Urban Renewal Area consisting of providing tax increment financing support to Second Van Houweling Property, LLC in connection with the construction of public infrastructure necessary for the development of a residential subdivision; and

WHEREAS, it is now necessary that a date be set for a public hearing on the designation of the expansion of the Urban Renewal Area and on the Amendment;

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

Section 1. This City Council will meet at the _____, Huxley, Iowa, on July 25, 2023, at _____ p.m., at which time and place it will hold a public hearing on the designation of the expanded Urban Renewal Area described in the preamble hereof and on the Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in Huxley, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator is hereby designated as the City’s representative in connection with the consultation process which is required under that section of the urban renewal law. It is hereby directed that representatives of Story County and the Ballard Community School District be invited to participate in the consultation.

Section 4. The proposed Amendment is hereby submitted to the City's Planning and Zoning Commission for review and recommendations, as required by Section 403.5, Code of Iowa.

Passed and approved June 27, 2023.

Mayor

Attest:

City Clerk

NOTICE OF PUBLIC HEARING ON DESIGNATION OF EXPANDED Huxley
URBAN RENEWAL AREA AND ON PROPOSED URBAN RENEWAL PLAN
AMENDMENT

Notice Is Hereby Given: That at _____ p.m., at the _____, Huxley, Iowa, on July 25, 2023, the City Council of the City of Huxley, Iowa (the “City”) will hold a public hearing on the question of amending the urban renewal plan (the “Plan”) for the Huxley Urban Renewal Area and designating an expanded Huxley Urban Renewal Area (the “Urban Renewal Area”), pursuant to Chapter 403, Code of Iowa, by adding and including all the property (the “Property”) described as follows:

Lots 1 and 2 and Outlot X, Blue Sky Commons Plat 2, City of Huxley, Story County, State of Iowa.

The proposed amendment to the Plan (1) covers the addition of the Property to the Urban Renewal Area and (2) authorizes the undertaking of a new urban renewal project in the Urban Renewal Area consisting of providing tax increment financing support to Second Van Houweling Property, LLC in connection with the construction of public infrastructure necessary for the development of a residential subdivision.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Jolene Lettow
City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

EXHIBIT A
Legal Description
Expanded Huxley Urban Renewal Area
(July, 2023 Addition)

Lots 1 and 2 and Outlot X, Blue Sky Commons Plat 2, City of Huxley, Story
County, State of Iowa.

STATE OF IOWA
STORY COUNTY
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 public hearing on the question of designating the expanded Huxley Urban Renewal Area for the City and on a proposed urban renewal plan amendment, 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, and copies were sent to the county and school district.

WITNESS my hand this ____ day of _____, 2023.

City Clerk

(Attach here publisher's affidavit of publication of notice.)

(PLEASE NOTE: This certificate must not be dated until the publication has been made and you have reviewed it to be sure that the notice was published on the date indicated in the attached affidavit.)

STATE OF IOWA
STORY COUNTY
CITY OF HUXLEY

SS:

I, the undersigned, City Clerk of the City of Huxley, Iowa do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with those records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with setting a date for public hearing on the question of designating the expanded Huxley Urban Renewal Area for the City and on an urban renewal plan amendment.

WITNESS my hand this ____ day of _____, 2023.

City Clerk

DEPARTMENT REPORTS

Administration

Library

Parks and Recreation

Police

Public Works

To: Mayor Deaton and City Council

From: David Haugland, City Administrator

Re: Monthly Activities

Meetings:

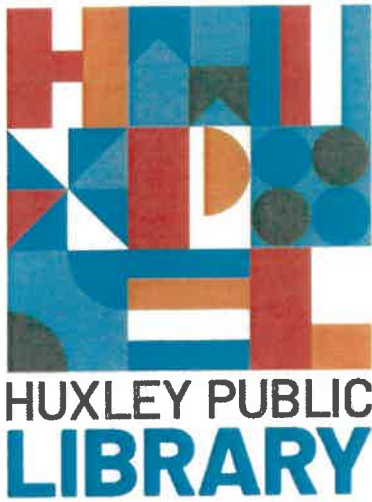
- Staff Meetings on May 22nd June 5th, 12th and 19th
- Met with Mayor Deaton on several occasions
- Met with Story County Deputy Auditor to discuss Urban Renewal Areas on June 8th and 9th
- Attended the Story County Board of Supervisors meeting on May 23rd
- Met with Mike Upah, Nikki Fischer and Scott Renaud on May 23rd
- Met with Nikki Fischer and Greg Picklapp, Director of Economic Development Outreach & Government Relations on May 25th
- Met with Rob Drew on May 31st
- Attended the Huxley Development Corporation meeting on June 6th
- Attended the MIPA (Mid-Iowa Planning Alliance) Board meeting on June 16th
- Planning and Zoning meeting on June 19th
- Meeting with John Danos and Amy Bjork, bond counsel with Dorsey & Whitney, on June 7th and 21st
- Attended the pre- construction meeting for the I-35 utilities relocation project
- City Council work session on May 23rd and June 13th
- City Council meeting on May 23rd and June 13th
- Meeting with Michael Heilman an attorney with Brick Gentry and PD regarding nuisance process going forward on June 23rd

Projects:

- Met with Travis Woodbeck, Fire Chief, on June 13th to discuss fire department issue
- Attended the Huxley WTP Improvements progress meeting on June 13th
- Attended the Huxley Shallow Well No. 7 progress meeting on June 13th
- Reviewed numerous policies regarding the disposal of city surplus property and prepared a draft policy for council review and comment
- Visited with Chip Schultz regarding updated numbers regarding the 120 South Development
- Reviewed and commented on revised site plan for Ankeny Lawn Care

Miscellaneous

- Visited with the auditors
- Donated blood on June 5th at the
- Attended the Kiwanis club meeting on June 7th
- I have continued reading numerous city documents and policies working to familiarize myself with them and driving around and learning the community
- Met with Andrew Allen, YSS, and toured the Embers facilities in Cambridge
- Met with Dave Jensen on June 13th
- Continuing to follow-up with residents regarding nuisance complaints
- Had a phone conversation with realtor looking for 10-15 acres for a 120-150ksf facility. Put him in contact with two developments here in Huxley
- Met with Vance Hikiji
- Met with Curtis Burger regarding his property on 103-7 Main Street
- Reviewed the SRO agreement again
- Accepted a position on the IMWCA Safety and Risk Improvement Advisory Committee



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

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

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

Library Report, June, 2023

All programs can be found on the website calendar.

<https://huxleyiowa.org/public-library-2/calendar/>

Summer reading programs are in full swing. 238 registered participants.

Last week we hosted a pottery class for 38 adults and teens.

Three adult book clubs continue to meet over the summer.

Currently we are taking appointments to record memories of growing up on the farm. These are then sent to the State Library and hosted on the Iowa Heritage Digital Collection website. This is an important part of preserving local history.

We will soon be sending out a survey regarding space and usage of the library. This will assist the Library Board of Trustees as we pursue remodeling space for better use.

Please note the statistical report I supply to the Library Board each month.

Cathy Van Maanen
Director of Library Services

Huxley Public Library - Monthly Report

Librarian's Report to the Library Board of Trustees for the month of May, 2023

NEW PATRONS REGISTERED

12	City Adult
2	City Youth
1	County or area Adult
3	County or area Youth
18	Total

CIRCULATION-Patron Report Class

203	In-House Use
1295	Huxley Adult circulation
84	Huxley Youth circulation
271	Rural Story County circulation
64	Other rural circulation
439	Other cities circulation
24	Ballard Student circulation
9	Ballard Teacher circulation
0	Daycares
39	ILL Sent
36	Computer Mouse
2464	Total

OTHER

95	Average Daily Circulation
2613	Door Counter
49	Adult Program attendance
0	General Interst attendance
260	Youth Program attendance

RECIEPTS FROM PETTY CASH

\$32.24	Lost/Damaged books
\$78.20	Copier / printer
\$28.80	FAX fees
\$5.00	Donations
\$1,752.18	Passports
\$1,896.42	Total Cash Receipts

CIRCULATION-Item Report Class

Print Materials:

115	Adult Non-Fiction
392	Adult Fiction
133	Young Adult
66	Juvenile Non-Fiction
272	Juvenile Fiction
1203	Easy Books
13	Periodicals
38	ILL Received
2232	Total Print

Non-Print Materials

153	DVDS
3	Audio/CDs
38	Other (kits, etc)
38	Computers

232 Total Non-Print

2462 Total of Materials Loaned

Digital Downloads

128	hoopla
477	Libby
605	Total

3069 GRAND TOTAL

May '22
2985

Prepared by C. Van Maanen



HUXLEY

PARKS & RECREATION DEPARTMENT

To: Honorable Mayor Kevin Deaton & City Council
From: Heather Denger
Date: 6/19/23
Re: Parks & Recreation June 2023 Department Report

3C's Update

- Membership Update

	12 Month Memberships	6 Month Memberships	3 Month Memberships	EFT Bank Memberships	Total Active Memberships
June 2023	331	75	4	72	482
June 2022	299	72	9	67	447
June 2021	267	73	6	55	401

- There were 2,024 total visits to the Citizens Community Center during May 2023.
- Men's Basketball League and Bam-Bam baseball are done.
- Summer Tennis Camp Session 1 was June 19-23. There were 23 participants.
- Kerrie has had 2 hump-day hallelujah so far this Summer. There are 3 more. Each has approximately 25 participants.
- Parks and Recreation is doing Prairiefest parade and 1K/5K/10K Run. Prairiefest is August 25-26th.
- We hosted a blood drive on June 5th in the Safe Room. Over 20 people came and were able to donate. We hope to have another Blood drive in the Winter.
- Bleacher parts have arrived. We now wait for company to come in and replace current bleachers.
- Splash Pad Fundraising started Memorial Day weekend. We have currently raised \$38,000 toward our goal of \$400,000.
- The roof was damaged from the recent hail storm. Roof damage is above the group exercise room, racquetball court roof, police roof and a large area of the library.
- We are working on bids for repairing the sidewalk in front of the 3 C's and replacing lights in outdoor lighting.
- The Parks and Recreation Board is working on creating a name for the 3 C's Fitness Center. A rate increase is also planned for Summer 2024.

Parks & Trails Update

- Mosquito spraying started June 7. Spray dates are June 21, July 12, 26, August 9, 23 and September. Clarke Mosquito Service.



HUXLEY

PARKS & RECREATION DEPARTMENT

- Rocky has spent a good amount of time cleaning up graffiti in the parks this year. So far, under the old bridge, Memorial Park play equipment, Centennial Park Basketball Courts and Berhow Park trail. Police have been notified.

Parks & Recreation Board Update

- Our June Park Board Meeting was on Monday, June 5th at 6pm.
- Huxley Hustlers has started for the 3rd year. This free running program for kids meets Thursday nights at 6pm at Centennial Park. There are currently 111 kids registered.
- Continued work on fundraising for Splash Pad.
- June Party in the Park is the Show and Shine event featuring Band O'Randos. Thursday, June 22nd 5:30-7:30pm at Railroad Park/Main Street area. July Party in the Park is the Kids Night: Princess and Superhero Theme at Centennial Park on July 13th.
- Next Park Board Meeting is TBD

Tree Board Update

- Tree Board met on Monday, June 12th. Residence who live along Meadow Lane were invited to learn more and have open discussion about upcoming planting project.
- Approved multiple tree rebates for residence.
- Discussed gravel bed plantings.
- Next Park Board Meeting is Monday, July 10th at 6pm in Council Chambers.

Police Department report to Council
June 20th, 2023

We continue to work with Michael Heilman of Brick Gentry with our nuisance abatement issues. Friday June 23rd we will be meeting with him to learn how to more efficiently, and quickly deal with these infractions. Tall grass with the Mattila property and over growth of shrubs, garbage, and grass remain a problem with the Otumo property. I'm hoping that after we meet in person with Michael we will be able to tackle more nuisance issues in less time and with less guidance.

You will also find the final draft of the SRO contract with Ballard. Ottie Maxey will no longer be the School Superintendent on July 1st. He will be replaced by Dr. Dani Trimble. She has been given my contact information so we can meet when she is settled.

On Wednesday the 14th I called and spoke with Captain Nick Lennie of the Story County Sheriff's Department regarding a 28E agreement with the SRO position. Captain Lennie told me that the following day (Thursday) the Sheriff's Department is having a command staff meeting where he will bring the issue forward. He anticipated that the issue will go to their legal and be returned to us for our approval. As of time of this report, I have not been contacted. I will continue to speak with Story County through the week.

Please feel free to contact me any time with any concerns or questions.

Nathan Albaugh
Huxley Police Department
nalbaugh@huxleyiowa.org

City of Huxley
Huxley Police Department
Report for May 16th- June 15th

May 17th, 2023 7:55 AM

Officer was called to the 300 block of West 1st Street for a juvenile refusing to go to school.

May 17th, 2023 10:50 PM

Officer stopped a vehicle for a traffic violation on Highway 210 near Interstate 35. The driver of the vehicle was suspended from driving by the DOT. She was cited and released with a court date for Driving Under Suspension.

May 18th, 2023 6:17 AM

Officer responded to a juvenile walking in the middle of Highway 69. The juvenile was located and taken home. This has been an ongoing issue. A case was generated with the Department of Human Services.

May 19th, 2023 6:56 PM

Officer stopped a vehicle for a traffic violation on Highway 69 near Campus Drive. The driver of the vehicle was suspended by the DOT. She was cited and released with a court date for Driving Under Suspension.

May 20th, 2023 9:58 PM

Officer responded to a hit and run accident at the 600 block of Oak Blvd. A parked vehicle was struck by a large black pickup with large tires. The truck then drove from the scene. No other info on the suspect truck was gathered by the victim.

May 21st, 2023 3:43 PM

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

May 22nd, 2023 8:29 AM

Officer responded to a shoplifting complaint at the Kum and Go on Highway 210. During the previous afternoon, several bottles of liquor were taken by a male suspect.

May 22nd, 2023 9:28 AM

Officer took a harassment complaint at the Ballard Middle School. A physical altercation between students lead to one student using social media to harass and alarm the other student. The school handled the physical altercation punishment in house and the officer / parents took care of the harassment issue.

May 22nd, 2023 6:46 PM

Officer responded to a family dispute at the 200 block of Circle Drive. The current tenant and ex-wife and their son were engaged in a loud verbal altercation. The altercation was settled / calmed and a trespass notice was served to a Truro woman.

May 24th, 2023 10:55 AM

Officer cited a Ballard student for possession of Vaping products at the Ballard High School.

May 26th, 2023 10:12 AM

Officer received a harassment complaint at the 100 block of 3rd Street. Contact was made with a Cambridge man who agreed to stop the harassing behavior in order to avoid future police attention.

May 26th, 2023 1:17 PM

Officer served a city code citation at the 100 block of South 3rd for general refuse / solid waste in the yard.

May 26th, 2023 4:08 PM

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

May 28th, 2023 1:42 PM

Officer responded to a harassment complaint at the 300 block of East 5th Street. An Ames man agreed to stop the harassing behavior in order to avoid future police attention.

May 28th, 2023 11:21 PM

Officer responded to a two vehicle accident on Interstate 35 near the 105 Mile Marker. No injuries.

May 29th, 2023 12:47 AM

Officer responded to a car vs. deer accident on Highway 210 near the I-35 Interchange. The vehicle was able to drive away under its' own power.

May 30th, 2023 6:08 AM

Officer responded to a medical emergency at the 500 block of Main. A Cambridge man died at the scene. An investigation by officer and Medical Examiner determined the death to be due to natural causes.

May 31st, 2023 8:21 AM

Officer received a theft complaint at the 100 block of Snyder. Video surveillance shows a smaller red SUV pull into the parking lot of Landscapes by Design between two company vehicles. The suspect then steals a catalytic converter from one company vehicle. Video footage gathered in hopes to develop a suspect.

June 2nd, 2023 1:00 PM

Officer responded to a theft complaint at the 100 block of West 3rd. A wallet with a significant amount of cash was taken from the victim. The wallet was later recovered and the victim declined any further investigation.

June 2nd, 2023 4:06 PM

Officer took a complaint of a Violation of a No Contact Order at the 300 block of E 5th Street. A warrant was generated for the arrest of an Ames man.

June 2nd, 2023 5:36 PM

Officer responded to a two vehicle accident on Highway 210 near Interstate 35. No injuries. One vehicle was able to drive from the scene. The other required a tow.

June 2nd, 2023 9:49 PM

Officer responded to a car vs deer accident at the 105 Mile Marker of Interstate 35.

June 4th, 2023 3:46 PM

Officer responded to a single vehicle accident on 300th near Highway 69. No injuries. Vehicle required a tow from the scene.

June 4th, 2023 9:21 PM

Officer opened a sexual assault investigation at the 100 block of Deerwood.

June 5th, 2023 9:00 AM

Officer responded to a theft complaint at the 100 block of Oak Blvd. A license plate was taken from the victim's vehicle while parked overnight.

June 5th, 2023 3:54 PM

Officer responded to a criminal mischief complaint at the 500 block of E 4th Street. The victim's vehicle had been scratched while parked in a parking spot to an apartment complex.

June 6th, 2023 12:31 AM

Officer stopped a vehicle for a traffic violation on 585th near the south city limits. The driver of the vehicle was Barred from driving by the DOT. He was arrested for Driving While Barred and transported to the Story County Jail.

June 8th, 2023 1:35 PM

Two certified letters were sent to two different Huxley addresses regarding long grass and yard debris.

June 8th, 2023 5:38 PM

Officer responded to a two vehicle accident on Oak Blvd near Highway 69. No injuries, both vehicles were able to drive from the scene.

June 9th, 2023 4:22 PM

Officer took a possible fraud / scam report at the 600 block of Pearl. The reporting party had applied for a job online and submitted personal information. The reporting party now has doubts that the company is legitimate.

June 9th, 2023 5:24 PM

Officer stopped a vehicle for a traffic violation on Highway 210 near Interstate 35. The driver of the vehicle was suspended from driving by the DOT. He was cited and released with a court date for Driving While License Suspended.

June 9th, 2023 7:23 PM

Officer was called to assist with an out of control juvenile near the Kum and Go on Highway 210. Officer was able to assist the guardian so they could continue traveling.

June 9th, 2023 9:27 PM

Officer stopped a vehicle for a traffic violation on Highway 210 near Interstate 35. The driver of the vehicle was arrested for OWI and transported to the Story County Jail.

June 10th, 2023 12:29 PM

Officers responded to a medical emergency at the 100 block of W 3rd Street. Narcan was administered and with successful results.

June 10th, 2023 5:56 PM

Officer stopped a vehicle for a traffic violation at the 500 block of E 1st Street. The driver of the vehicle was suspended from driving by the DOT. He was cited and released with a court date for Driving While License Suspended.

June 13th, 2023 7:46 AM

Officer stopped a vehicle for a traffic violation near the 200 block of Race Street. The driver of the vehicle was revoked from driving by the DOT. She was cited and released with a court date for Driving While License Revoked.

June 14th, 2023 9:16 AM

Officer received a theft complain at the 200 block of Vine. The victim had three tools taken from his pickup during the weekend while the vehicle was parked.

June 14th, 2023 1:23 PM

Officer opened a missing person case for an 18 year old female at the 500 block of Walnut. The missing person was later located in Ankeny and found to be fine. Female was taken out of the missing person database.

June 14th, 2023 3:50 PM

Officer responded to a suspicious person complaint at the 200 block of 7th Street. A Des Moines woman was located and eventually identified. She had warrants for her arrest originating out of Polk County. She was arrested and taken to the Story / Polk County line. Custody was exchanged to Polk County Sheriff's Department.

June 15th, 2023 1:37 PM

Officer responded to a theft / shoplifting complaint at the Kum and Go on Highway 210. Several items (mostly liquor bottles) were taken on two different occasions within the past week by unknown suspects.

June 15th, 2023 5:45 PM

Officer responded to a family dispute / disturbance at the 200 block of Main. A resident of the household was transported to the Hospital for a mental health evaluation by her own request.

June 15th, 2023 6:33 PM

Officer arrested a Huxley man for violation of a no contact order. He was transported to the Story County Jail.

Nathan Albaugh
Huxley Police Department

Calls For Service by Nature Code

Huxley Police

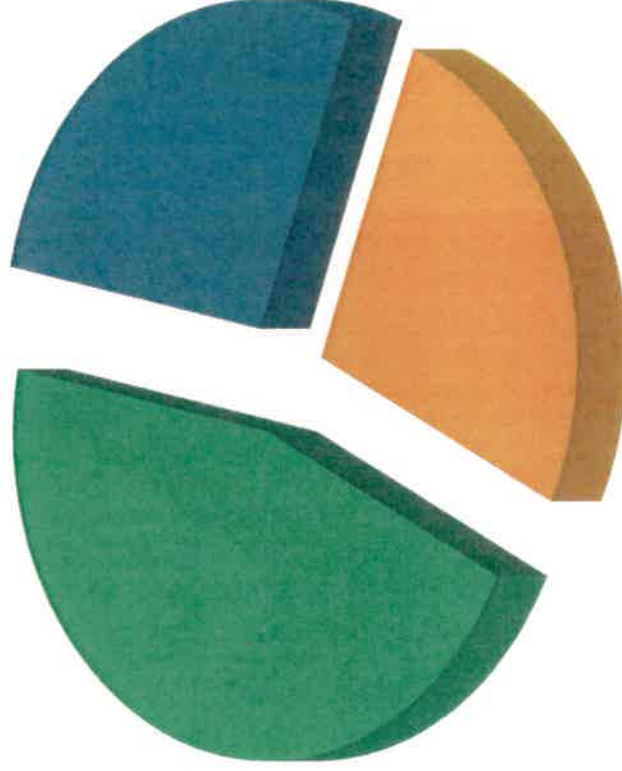
5/01/23 to 5/31/23

911 HANG UP / INCOMPLETE CALL	Number of CFS:	2	Percentage of Total:	0.24%
ANIMAL CALL	Number of CFS:	19	Percentage of Total:	2.27%
BURGLARY / ATTEMPTED BURGLARY	Number of CFS:	2	Percentage of Total:	0.24%
BUSINESS SECURITY CHECK	Number of CFS:	232	Percentage of Total:	27.75%
CHILD WELFARE CHECK	Number of CFS:	2	Percentage of Total:	0.24%
CITIZEN CONTACT	Number of CFS:	1	Percentage of Total:	0.12%
CITY CODE ENFORCEMENT	Number of CFS:	21	Percentage of Total:	2.51%
CIVIL MATTER	Number of CFS:	1	Percentage of Total:	0.12%
CONTROLLED FIRE/BURN	Number of CFS:	1	Percentage of Total:	0.12%
CRIME FREE HOUSING CHECK	Number of CFS:	21	Percentage of Total:	2.51%
DISORDERLY CONDUCT	Number of CFS:	1	Percentage of Total:	0.12%
DISTURBANCE & NOISE PARTY	Number of CFS:	3	Percentage of Total:	0.36%
DRUG ACTIVITY/INVESTIGATION	Number of CFS:	1	Percentage of Total:	0.12%
EQUIPMENT/SIGN MALFUNCTION	Number of CFS:	1	Percentage of Total:	0.12%
EXTRA PATROL	Number of CFS:	25	Percentage of Total:	2.99%
FINGER PRINTING	Number of CFS:	13	Percentage of Total:	1.56%
FIRE OTHER	Number of CFS:	4	Percentage of Total:	0.48%
FOLLOW UP	Number of CFS:	5	Percentage of Total:	0.60%
GENERAL ALARM BANK / RESIDENTIAL	Number of CFS:	7	Percentage of Total:	0.84%
GENERAL ASSAULT	Number of CFS:	1	Percentage of Total:	0.12%
GENERAL INFO/COMPLAINT/ASSIST	Number of CFS:	33	Percentage of Total:	3.95%
HARASSMENT	Number of CFS:	4	Percentage of Total:	0.48%
HIT & RUN PROPERTY DAMAGE	Number of CFS:	2	Percentage of Total:	0.24%
JUVENILE TROUBLE	Number of CFS:	6	Percentage of Total:	0.72%
LAW DEPARTMENT ASSIST	Number of CFS:	5	Percentage of Total:	0.60%
LOST OR FOUND PROPERTY	Number of CFS:	1	Percentage of Total:	0.12%
MEDICAL ASSIST/AMBULANCE CALL	Number of CFS:	13	Percentage of Total:	1.56%
MOTOR VEH CRASH/PROP DAMAGE	Number of CFS:	7	Percentage of Total:	0.84%
MOTORIST ASSISTANCE	Number of CFS:	17	Percentage of Total:	2.03%
OPEN DOOR	Number of CFS:	14	Percentage of Total:	1.67%
OPERATING WHILE INTOXICATED	Number of CFS:	1	Percentage of Total:	0.12%
OUTREACH	Number of CFS:	12	Percentage of Total:	1.44%
PARKING ENFORCEMENT/COMPLAINT	Number of CFS:	6	Percentage of Total:	0.72%
PURSUIT - VEHICLE / FOOT	Number of CFS:	1	Percentage of Total:	0.12%
RECKLESS DRIVER	Number of CFS:	19	Percentage of Total:	2.27%
SALVAGE VEHICLE INSPECTION	Number of CFS:	41	Percentage of Total:	4.90%
SCAM	Number of CFS:	2	Percentage of Total:	0.24%

SEXUAL ASSAULT	Number of CFS:	1	Percentage of Total:	0.12%
SUSPICIOUS PERSON/VEH/ACTIVITY	Number of CFS:	33	Percentage of Total:	3.95%
THEFT / FRAUD / FORGERY	Number of CFS:	5	Percentage of Total:	0.60%
TRAFFIC HAZARD	Number of CFS:	4	Percentage of Total:	0.48%
TRAFFIC STOP / ENFORCEMENT	Number of CFS:	220	Percentage of Total:	26.32%
TRESPASS	Number of CFS:	4	Percentage of Total:	0.48%
VANDALISM / CRIMINAL MISCHIEF	Number of CFS:	2	Percentage of Total:	0.24%
VEHICLE UNLOCK	Number of CFS:	1	Percentage of Total:	0.12%
VIOLATION OF NO CONTACT ORDER	Number of CFS:	1	Percentage of Total:	0.12%
WARRANT SERVICE	Number of CFS:	5	Percentage of Total:	0.60%
WELFARE CHECK	Number of CFS:	13	Percentage of Total:	1.56%

Total CFS: 836

Percentage of CFS by Nature Code



BUSINESS SECURITY CHECK	27.8%
TRAFFIC STOP / ENFORCEMENT	26.3%
Others	45.9%
Total:	100.0%

June 2023 Public Works Report

All of the departments are in summer mode and working hard to get what needs to be done while the weather cooperates and we can get as much work as we can do while we have seasonal staff available to accomplish our goals and priorities.

Still trying to complete the site plan reviews on Ballard Plaza and the Landing site so we can close these out as well as the completion of the street work on Iron bridge and 550th. We will be pushing hard with the developer/owner on these three areas so we can get these off the books and move on with other projects with the developer/owner.

Continue to review and comment on the Anthem construction drawings and provide comments. Hope to see the construction drawing set very soon on the sanitary sewer upsizing on Highway 69 between east 1st and east 4th and the drawings on the highway 69 improvements as soon as they are ready to review and comment. Not much work has been done the last few weeks in the development. I am assuming now that the Anthem construction plans have been approved things should be picking up soon.

The windmill structures that were dismantled and left on the ground at the school site and Innovative Technologies have been removed and hauled off.

Attending Water Treatment Plant Improvements and Well Number 7 progress meetings to discuss problems, issues, pay apps, and progress, etc. We hope to have the well number 7 project closed up and final by July 1st. The contractor on the water improvements project will be completing the work that can be done without the electrical components that will not be arriving until later in the year. The contractor assumes that he should have everything else done that does not relate to the electrical completed by the end of August or September and then will move off site until all of the electrical components arrive.

Ankeny lawn has provided an updated site plan and has been moving a lot of dirt on site for the upcoming improvements and buildings to the site.

Pacific Drywall is still working on the new site on Snyder Drive. The building has started and moving along well. This will be quite a bit bigger than the other building.

Working with Flex space owner on cleaning up some punch list items that were not completed with sub-contractor. Owner has been very good to work with and is working on completing the items that we have addressed.

Continue to work with the IDOT and their contractors on the water and sanitary main work that needs to be done with the I35 widening project as needed or when questions and concerns arise. We will be hosting a pre-construction meeting with the contractors that will be doing the City portion of the improvements on June 22nd to go over final details before the major underground work commences.

Blue Sky Plat 1 development is back on track and the main line paving inside the development is complete and the contractor is now preparing the curb and gutter section on 560th and all of the intersections that will have to be hand poured. I am assuming that by the time you read this report all of the paving will be almost complete. I would guess that by the first of July that the development will be close to a final walk thru to generate a punch list and closeout.

The trees on Highway 69 on the curve have been removed that were in the IDOT Right-of-Way by the City. The property owner also removed the private trees in their yard that were also dead. Looks much different after all the trees are gone.

Would like direction from council on what you all want to do on future mowing of the Northwest Highway 69 corridor right of way along the west side of Highway 69. Staff has mowed it a couple times to make sure it is level enough to maintain if the council still wishes to have the property owners maintain. I have been asked who is maintaining the east side and the east side of the corridor right of way in this area is in the county and is being maintained by the property owners and not the city.

Still working with Bayer on some washout issues from drainage off of their property that is causing some erosion issues where there are some public underground utilities that could be affected if the issue is not resolved.

Looking at renting some equipment the week of July 10th to try and grind out some serious cracks in the pavement on Majestic Oak and Porch Light Drive that have opened up and settled that need's corrected. We are planning on grinding out two to three inches of the problem areas and rebuilding and resurfacing with new hot asphalt. We will also use the grinding equipment to grind down a problem area at Highway 69 and Centennial that is also a problem with traffic.

Visited with Alliant and asked for permission to use east lot by the substation lot for parking on their property again for prairie fest this year out on campus drive. They have given us permission to use the site again.

Attend and participate in the Monday morning staff meetings at city hall.

Attend council meetings when needed.

Keith and I attended the IAWEA conference this month.

Coordinate and attend department head meetings bi-weekly.

Parks Department

- Mowing and park maintenance being completed as needed on a weekly basis as of now.

- New door closures were installed on all park restrooms. The old ones had worn out and were not operating properly.
- Sprayed at all parks again in the areas that needed a second application.
- Applied weed sterilant to all the sidewalk cracks in the parks to control the weeds in the cracks.
- Removed dead trees at Berhow and City Hall. Still have dead trees to remove at Centennial Park and Railroad Park. Stumps will be removed in the upcoming weeks.
- Repairs and maintenance were required on the Bad Boy mower.
- Cleaned up and removed graffiti at three different parks.
- Cleaned up side hill at old wastewater plant

Street Department

In the last month in the street department, we have been doing equipment repairs, building, roadway and storm sewer maintenance detailed below;

- Removed and repaired street failures on W 1st, Sand Cherry Lane and Larson drive using 29.8 yards of concrete.
- Tared cracks on N 5th Ave, W 5th Street and Preston Drive using 3500 lbs. of dot spec tar with the new tar kettle that is working great.
- Completed the list for sidewalks that don't meet existing code requirements and will be sending letters out to the property owners that are affected.
- Replaced faded street marker signs throughout the City.
- Replaced power steering lines on 2950 JD.
- Replaced Honda motor on the street saw. Much cheaper to remove the motor and replace than purchasing a whole new machine.
- Started painting curbs and storm intakes.
- Helped parks department cut down dead ash trees on city property.
- Replaced spark plugs in 2015 2500 Chevy.
- The old tar kettle was sold on Gov-deals and has been picked up by the new owner.

We will keep working on maintaining equipment and building upkeep along with making more street and storm sewer repairs.

Wastewater Department

- We sold our old jet trailer on Gov-deals and it has been picked up.
- We finished doing our yearly manhole checks throughout town. We found a bunch of rock in the mainlines in some of the new developments causing some issues with flow.

We have cleaned those areas and plan to do some further investigation to make sure there will be no further issues.

- We had to order several parts for the Oak lift station pumps. Some of those parts are still on back order and we hope to be receiving them soon. We sent an email this week to hopefully get an ETA.
- Our phones at the wastewater plant are once again having issues. Not sure how we can keep from having to deal with this all the time other than going back to Huxcomm's service, which we had no issues with before.
- We have submitted all of the contracts we have gotten to switch our contractor for jet/vac work for council review and approval.
- The starter went out for our HVAC system in the office building. Luckily, we had an old one that had been repaired and got it back up and working. We will be placing an order for a new one. Lead time is 14+ weeks.
- We had a RAS pump go down and had to have it rebuilt. We picked it up but are having trouble getting it to wire up properly. I plan to have the company back out to help us with the issue.
- AJ has been getting bids to add external generator hook-ups at all of the lift stations. These will be useful if we have a generator fail again and need to hook-up our trailer generator to keep a lift station online. So far, we have one set of bids back, it is much more than we had anticipated and we are deciding if it is worth the cost to have the secondary source of back-up power.
- We found a manhole that is leaking and causing some infiltration. CIT has said they can possibly use this manhole as a training so this could possibly be no cost to the city.
- We have completed our yearly DMRQA for the IDNR and EPA for our lab certification. The results usually take quite some time to get back. I don't anticipate any issues with passing the tests.
- We have cleaned up the north fence line and plan to do some repairs on it soon.
- We have had influent flows averaging 436,000 gallons per day. The influent strength has been slowly rising back to normal summer highs. We are achieving greater than 98% removal for BOD, TSS and Ammonia. We have started combining our biosolids holding tanks to see if we will need to haul come July, by the looks of what we have were thinking we should be able to make it to October or November for our normal yearly hauling.
- Since AJ was out with a broken leg for a few weeks, and still can't fully use his leg he is slowly getting back on track. He hopes to be back to 100% soon.

Water Department

- In the month of May the Huxley Water Plant treated 10,996,000 gallons of water. A maximum of 536,000 gallons of water per day, a minimum of 243,000 gallons per day,

and average daily treated water of 355,000 gallons per day. Consumption has started to increase with the warmer temperatures which is expected

- Plant expansion is still moving forward Woodruff is working on the chemical room piping, Price electric has been running more conduit into the chemical room for the injection pumps and installing more light fixtures inside and outside. Con-struct has backfilled around the driveway and the new ground storage tank it has been hydro seeded where black dirt was put back. The hillside seeding that was done earlier is looking good. The fence company started installing post around the new ground storage tank. The new ground storage tank bacteria samples past and the tank has been put into service. Jake has been power washing the brick on the old part of the water plant and it does look a lot better.
- The concrete pad for the generator at the well field was poured and the generator has been set in place. Price Electric sat the control panels for well #7 and connected the wiring to them. Consumers Electric will be switching the overhead wire to the underground wire and the new transformer this week, after that Price electric can make the connections to the existing wells. Northway Well and Pump can flush the new well then and collect bacteria samples if all goes well the #7 well could be put into service manually by June 23. Alliant Energy will still need to bore the natural gas line to the new generator and set the gas meter before the generator can be put into service.
- The flooring for the south addition of the water plant turned out unacceptable for the second time I met with Woodruff and they agreed that the contractor will have to grind it back down again and reapply it again.
- The first leg of water main installed for Anthem development was installed the bacteria samples passed but still have not gotten the pressure test to pass yet.

Jeff Peterson PWD

WORK SESSION

120 South – Proposed TIF Rebate Scenario

Jensen Grant Application Request – Discussion

Police Department Supervision – Discussion

Hail Damage/Insurance Report

CITY OF HUXLEY, IOWA

120 South / Anthem Development; Urban Renewal Area Draft Analysis

SUMMARY OF PROPOSED TIF REBATE SCENARIO

Assumes \$1 Million of \$6 Million is Transferred to Hy-Point

COMMERCIAL ONLY

EXHIBIT 1 - SUMMARY

PRELIMINARY DRAFT; SUBJECT TO CHANGE,

REVIEW AND DISCUSSION BY CITY COUNCIL, MAYOR AND CITY STAFF

Date Prepared:

6/14/2023

A	B	C	D	E	F	G	H	I	J
			[1]	[2] (New)	New		[3]		
				Commercial Only			Commercial Only		

DESCRIPTION / CATEGORY							
SCENARIO	Assumed Total TIF to Developer(s)	Approximate Percentage TIF Rebate	100% Assessed Valuation	Commercial Taxable Valuation	Assumed Term of TIF Rebate	Total TIF Generated	Net Consolidated Levy for TIF Based on FY 2022-23 Levies

[1] Reflects TIF rebate to developers(s) as a percentage of estimated new TIF generated from Commercial parcels only, for years listed in column G.

[2] Estimated / assumed new COMMERCIAL valuation (before rollback) as reflected in Exhibit 2.

[3] Hypothetical number; assumes all new valuation is captured as TIF; City may release some TIF to "Base" valuation by not capturing all TIF.

Note: All rebate scenarios are initial drafts, subject to review by City Council, Mayor, City Staff, Bond Counsel and City Attorney Review.

All rebate scenarios are assumed to be subject to Annual Appropriation by the City Council.

Valuation Overview and Estimated Timing of Project Work													
Estimated 100% Assessed Valuation													
Commercial / Industrial Property and TIF Valuation													
Estimated Time Frame	Assumed Lot	Description of Work / Assumed Development	Assumed Property Classification	Estimated Cost or Valuation	Running Total (All Items Includ. Infrastructure)	100% / Assessed Valuation (Before Rollback)	Estimated TIF Increment 100% Assessed	Commercial / Industrial Rollback	Estimated Taxable TIF Increment	Cumulative Taxable TIF Increment	Assumed Assessment Date	[1] * COMMERCIAL ONLY =	
1	Q4:2022	Close on property and begin turning dirt	---	\$7,300,000	\$7,300,000	-	-	-	-	-	-	[= J x K]	
2	Q1-Q3:2023	Dirt, Pipe work, Paving	Public Infrastructure	\$8,000,000	\$15,300,000	-	-	-	-	-	-		
3	Q4:2023	Highway 69 Improvements Begin	Public Infrastructure	\$2,000,000	\$17,300,000	-	-	-	-	-	-		
4	Q4:2023	First projects able to go vertical	---	-	\$17,300,000	-	-	-	-	-	-		
5	Q4:2024	Senior Condo Project - for sale, taxed	Residential	\$8,000,000	\$25,300,000	\$8,000,000	-	90.000000%	-	-	1/1/2025		
6	Lot 21	First 45 Plex apartment open for rent	Residential	\$5,000,000	\$30,300,000	\$5,000,000	-	90.000000%	-	-	for		
7	Lot 20	First 13,000 SF Comm. Bldg Open [Rest, Event Ctr, Fast Food]	Commercial	\$3,000,000	\$33,300,000	\$3,000,000	\$3,000,000	90.000000%	\$2,700,000	\$2,700,000	FY 2026-27		
8	Lot 22	Second 12,000 SF Comm. Bldg Open [Anytime Pk., Yoga, PT]	Commercial	\$2,500,000	\$35,800,000	\$2,500,000	\$2,500,000	90.000000%	\$2,250,000	\$4,950,000	Taxes		
9	Lot 6	First three buildings of storage unit complex open	Commercial	\$1,500,000	\$37,300,000	\$1,500,000	\$1,500,000	90.000000%	\$1,350,000	\$6,300,000			
10	Lot 12	First 4 Senior duplex's built (8 units)	Residential	\$3,200,000	\$40,500,000	\$3,200,000	-	90.000000%	-	\$6,300,000			
11	Lot 20	Commercial Offices complete	Commercial	\$800,000	\$41,300,000	\$800,000	\$800,000	90.000000%	\$720,000	\$7,020,000	1/1/2026		
12	Lot 13	Third 14,000 SF commercial Building complete	Commercial / Industrial	\$3,000,000	\$44,300,000	\$3,000,000	\$3,000,000	90.000000%	\$2,700,000	\$9,720,000	for		
13	Lot 14	Warehouse Shop complete	Commercial / Industrial	\$2,500,000	\$46,800,000	\$2,500,000	\$2,500,000	90.000000%	\$2,250,000	\$11,970,000	FY 2027-28		
14	Lot 21	Warehouse / Laydown Yard	Residential	\$800,000	\$47,600,000	\$800,000	\$800,000	90.000000%	\$720,000	\$12,690,000	Taxes		
15	Lot 21	Second 45 Plex Apartment complete	Residential	\$5,000,000	\$52,600,000	\$5,000,000	-	90.000000%	-	\$12,690,000			
16	Lot 9	Pool area for Apartments	Residential	\$250,000	\$52,850,000	\$250,000	-	90.000000%	-	\$12,690,000			
17	Lot 18	Gas Station and Carwash	Commercial	\$5,500,000	\$58,350,000	\$5,500,000	\$5,500,000	90.000000%	\$4,950,000	\$17,640,000			
18	Lot 6	Warehouse Shop complete	Commercial / Industrial	\$1,000,000	\$59,350,000	\$1,000,000	\$1,000,000	90.000000%	\$900,000	\$18,540,000			
19	Lot 22	Next 10 Senior Townhome units built	Residential	\$4,500,000	\$63,850,000	\$4,500,000	-	90.000000%	-	\$18,540,000			
20	Lot 21	Final two buildings of Storage complex built	Commercial	\$1,000,000	\$64,850,000	\$1,000,000	\$1,000,000	90.000000%	\$900,000	\$19,440,000			
21	Q4: 2026	Third 45 Plex Apartment Complete	Residential	\$5,000,000	\$69,850,000	\$5,000,000	-	90.000000%	-	\$19,440,000	1/1/2027		
22	Lot 11	Office Space	Commercial	\$1,000,000	\$70,850,000	\$1,000,000	\$1,000,000	90.000000%	\$900,000	\$20,340,000	for		
23	Lot 6	Next 4 Senior Townhome units built	Residential	\$1,800,000	\$72,650,000	\$1,800,000	-	90.000000%	-	\$20,340,000	FY 2028-29		
24	Lot 5	Commercial Space	Commercial	\$1,250,000	\$73,900,000	\$1,250,000	\$1,250,000	90.000000%	\$1,125,000	\$21,465,000	Taxes		
25	Lot 17	Warehouse Shop complete	Commercial / Industrial	\$2,000,000	\$75,900,000	\$2,000,000	-	90.000000%	-	\$21,465,000			
26	Lot 18	Fourth 45 Plex apartment built	Residential	\$5,500,000	\$81,400,000	\$5,500,000	-	90.000000%	-	\$23,265,000	1/1/2028		
27	Lot 19	Rec Plex complete	Commercial / (Tax Exempt?)	\$4,000,000	\$85,400,000	-	Assuming Exempt	-	\$23,265,000	for			
28	Lot 16	Parking Lot	Commercial ?	\$350,000	\$85,750,000	\$350,000	-	90.000000%	-	\$23,265,000	FY 2029-30		
29	Lot 6	Warehouse Shop complete	Commercial / Industrial	\$2,000,000	\$87,750,000	\$2,000,000	\$2,000,000	90.000000%	\$1,800,000	\$25,065,000	Taxes		
30	Lot 4	Final 5 Senior Duplexes built (10 units)	Residential	\$4,000,000	\$91,750,000	-	50%(13) Assumed	-	\$25,065,000				
31	Lot 3	Office/Shop Space	Commercial / Industrial	\$1,500,000	\$93,250,000	\$1,500,000	-	90.000000%	-	\$25,065,000			
32	Q4: 2028	Shop/Warehouse Space	Commercial / Industrial	\$2,000,000	\$95,250,000	\$2,000,000	-	90.000000%	-	\$25,065,000			
33	Lot 7, 8, 10	12,000 SF Commercial Bldg.	Commercial	\$3,000,000	\$98,250,000	\$3,000,000	\$3,000,000	90.000000%	\$2,700,000	\$31,230,000	1/1/2029		
34	Lot 6	Remaining Senior Townhomes Built (5 Units)	Residential	\$2,250,000	\$100,500,000	\$2,250,000	-	90.000000%	-	\$31,230,000	for		
35	Phase 2 of Senior Condo Project		Residential	\$5,000,000	\$105,500,000	\$5,000,000	-	90.000000%	-	\$31,230,000	FY 2030-31		
36	Hotel		Commercial	\$5,000,000	\$110,500,000	\$5,000,000	\$5,000,000	90.000000%	\$4,500,000	\$35,730,000	Taxes		
37	Community Fountain		Tax Exempt Assumed	\$150,000	\$110,650,000	-	Assuming Exempt	-	\$35,730,000				
38	Lot 21	Fifth 45 Plex Apartment	Residential	\$5,000,000	\$115,650,000	\$5,000,000	-	90.000000%	-	\$35,730,000			
39	Q4: 2029	12,000 SF Commercial Bldg.	Commercial	\$3,000,000	\$118,650,000	\$3,000,000	-	90.000000%	-	\$35,730,000	1/1/2030		
40	Lot 21	Sixth 45 Plex Apartment	Residential	\$5,000,000	\$123,650,000	\$5,000,000	-	90.000000%	-	\$38,430,000	FY 2031-32		
	Q4: 2030	Shop Space	Commercial / Industrial	\$1,500,000	\$125,150,000	\$1,500,000	\$1,500,000	90.000000%	\$1,350,000	\$39,780,000	1/1/2031		
Rollback percentage for both Commercial & is 90%.				\$125,150,000		\$59,700,000	\$44,200,000	\$39,780,000					
Assuming One Commercial / Economic Development Urban Renewal Area, One 20-Year Duration for Collection of TIF Revenue.													
[1] Reflects January 1, 2022 Commercial Rollback for Fiscal Year 2023-24													

Estimated Valuation Build Out; Valuation Provided by Chris Gardner

SCENARIO A: ASSUMES AGGREGATE REBATE AT \$6.0 MILLION (Approximately); Assumes New Valuation is Captured as TIF

ASSUMES \$1 MILLION OF REBATE IS TRANSFERRED TO HV-POINT; ASSUMES 50% OF ESTIMATED TIF AVAILABLE (IS REBATED)

EMC Insurance

PO Box 884
Des Moines, IA 50306-0884

Dear Valued Customer,

We have had a chance to review your policy of insurance as it relates to your claim. As you are aware, you carry replacement cost insurance. There is language within your policy which states when the covered loss to your building exceeds \$2,500.00, you will be paid the actual cash value (ACV) of the loss until the repair(s) or replacement is completed.

In our determination of the actual cash value (ACV) of Covered Property at the time of loss or damage, we will take into account factors including, but not limited to, the following:

- a. The market value of the Covered Property at the time of loss or damage;
- b. The replacement cost value of the Covered Property at the time of loss or damage less depreciation; and
- c. Any other relevant evidence or information to determine the actual cash value.

Please note that we will not be obliged to pay more than the replacement cost value prices, listed on the enclosed estimate. Should you find it difficult to do the repairs or replacement for the amounts listed, you must call this office first before authorizing a price higher than our estimate. If the repairs or replacement will be completed for a price lower than the amount listed on our estimate, we will recalculate the recoverable depreciation.

If you plan to make a Replacement Cost Value Claim to recover any available depreciation, you are required to notify EMC Insurance of your intentions within 180 days from the date of loss, per policy conditions.

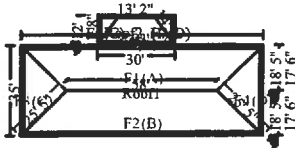
In order to recover the depreciation applied, you must submit the final itemized invoices or receipts upon completion of the repairs. In the event that a contractor is not used and you complete the repairs yourself, you would not be entitled to the contractor's overhead, profit, insurance, and other expenses they would have incurred. Please contact me, if you decide to complete the repairs yourself so that we may reach an agreement before the work is completed.

If any hidden or additional damage is discovered, please contact me or have your contractor contact me immediately. Before any supplemental payment would be considered, coverage for the hidden or additional damages would need to be determined and may require an additional inspection. Please do not destroy or discard any of the hidden or additional damages until we have verified coverage and/or reached an agreement on the supplement cost.

If a mortgage company is included on your claim payment check, please contact your mortgage company to discuss how to handle the proceeds of this payment.

EMC Insurance

PO Box 884
Des Moines, IA 50306-0884

2023-05-08-1055-1**SKETCH1****Loc 1 Bldg 1 - Shelter House****Roof1**

3793.58 Surface Area
280.24 Total Perimeter Length
131.03 Total Hip Length

37.94 Number of Squares
58.00 Total Ridge Length

QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
1. Tear off, haul and dispose of comp. shingles - Laminated								
37.94 SQ	70.30	0.00	2,667.18	8/30 yrs	Avg.	NA	(0.00)	2,667.18
2. Laminated - comp. shingle rfg. - w/out felt								
43.67 SQ	271.38	435.15	12,286.31	8/30 yrs	Avg.	26.67%	(3,276.35)	9,009.96
3. Roofing felt - 30 lb.								
37.94 SQ	41.30	37.71	1,604.63	8/20 yrs	Avg.	40%	(641.85)	962.78
4. Ice & water barrier								
840.73 SF	1.73	30.60	1,485.06	8/30 yrs	Avg.	26.67%	(396.02)	1,089.04
5. Drip edge								
271.84 LF	2.84	21.69	793.72	8/35 yrs	Avg.	22.86%	(181.42)	612.30
6. Flashing - pipe jack								
2.00 EA	48.69	2.05	99.43	8/35 yrs	Avg.	22.86%	(22.73)	76.70
7. Roof vent - turtle type - Metal								
2.00 EA	68.46	3.22	140.14	8/35 yrs	Avg.	22.86%	(32.04)	108.10
8. Furnace vent - rain cap and storm collar, 6"								
3.00 EA	75.78	6.58	233.92	8/25 yrs	Avg.	32%	(74.86)	159.06
9. Continuous ridge vent - shingle-over style								
58.00 LF	9.90	17.13	591.33	8/35 yrs	Avg.	22.86%	(135.17)	456.16
10. Hip / Ridge cap - composition shingles								
160.00 LF	4.68	15.79	764.59	8/25 yrs	Avg.	32%	(244.67)	519.92
Totals: Roof1		569.92	20,666.31				5,005.11	15,661.20

W. Elevation

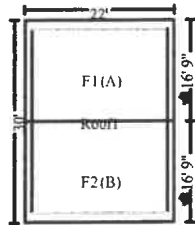
QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
11. R&R Wrap wood window frame & trim with aluminum sheet								
6.00 EA	254.25	25.60	1,551.10	8/50 yrs	Avg.	16%	(207.17)	1,343.93
12. Haul debris - per pickup truck load - including dump fees								
1.00 EA	173.85	0.00	173.85	8/NA	Avg.	NA	(0.00)	173.85

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PO Box 884
Des Moines, IA 50306-0884

CONTINUED - W. Elevation

QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
Totals: W. Elevation		25.60	1,724.95				207.17	1,517.78
Total: Loc 1 Bldg 1 - Shelter House		595.52	22,391.26				5,212.28	17,178.98
Total: SKETCH1		595.52	22,391.26				5,212.28	17,178.98

SKETCH2**Loc 1 Bldg 2 - Concession/Restroom****Roof1**

737.90 Surface Area
111.08 Total Perimeter Length

7.38 Number of Squares
22.00 Total Ridge Length

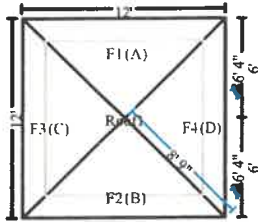
QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
13. Tear off, haul and dispose of comp. shingles - Laminated								
7.38 SQ	70.30	0.00	518.81	8/30 yrs	Avg.	NA	(0.00)	518.81
14. Laminated - comp. shingle rfg. - w/out felt								
8.33 SQ	271.38	83.00	2,343.60	8/30 yrs	Avg.	26.67%	(624.96)	1,718.64
15. Roofing felt - 30 lb.								
4.05 SQ	41.30	4.03	171.30	8/20 yrs	Avg.	40%	(68.52)	102.78
16. Drip edge								
111.08 LF	2.84	8.86	324.33	8/35 yrs	Avg.	22.86%	(74.14)	250.19
17. Ice & water barrier								
333.25 SF	1.73	12.13	588.65	8/30 yrs	Avg.	26.67%	(156.97)	431.68
18. Flashing - pipe jack								
1.00 EA	48.69	1.02	49.71	8/35 yrs	Avg.	22.86%	(11.36)	38.35
19. Roof vent - turtle type - Metal								
2.00 EA	68.46	3.22	140.14	8/35 yrs	Avg.	22.86%	(32.04)	108.10
20. Hip / Ridge cap - composition shingles								
22.00 LF	4.68	2.17	105.13	8/25 yrs	Avg.	32%	(33.64)	71.49
Totals: Roof1		114.43	4,241.67				1,001.63	3,240.04

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PO Box 884
Des Moines, IA 50306-0884

W. Elevation

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
21. R&R Siding - vinyl	96.00 SF	4.98	13.51	491.59	8/50 yrs	Avg.	16%	(70.20)	421.39
22. R&R Custom bent aluminum (PER LF)	12.00 LF	23.25	2.83	281.83	8/50 yrs	Avg.	16%	(38.87)	242.96
Totals: W. Elevation			16.34	773.42				109.07	664.35
Total: Loc 1 Bldg 2 - Concession/Restroom			130.77	5,015.09				1,110.70	3,904.39
Total: SKETCH2			130.77	5,015.09				1,110.70	3,904.39

SKETCH8**Loc 3 Bldg 2 - Berhow/Restroom****Roof1**

151.79 Surface Area
48.00 Total Perimeter Length
34.87 Total Hip Length

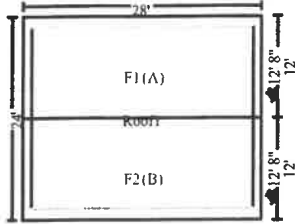
1.52 Number of Squares

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
23. R&R Roof vent - turtle type - Metal	1.00 EA	80.08	1.61	81.69	5/35 yrs	Avg.	14.29%	(10.01)	71.68
Totals: Roof1			1.61	81.69				10.01	71.68
Total: Loc 3 Bldg 2 - Berhow/Restroom			1.61	81.69				10.01	71.68
Total: SKETCH8			1.61	81.69				10.01	71.68

SKETCH3**Loc 5 Bldg 1 -Wtr Treatment Office**

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Des Moines, IA 50306-0884



Roof1

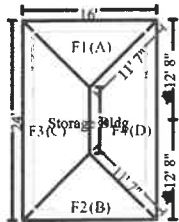
708.35 Surface Area
106.60 Total Perimeter Length

7.08 Number of Squares
28.00 Total Ridge Length

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
24. Tear off, haul and dispose of comp. shingles - Laminated	3.54 SQ	70.30	0.00	248.86	8/30 yrs	Avg.	NA	(0.00)	248.86
25. Laminated - comp. shingle rfg. - w/out felt	4.00 SQ	271.38	39.86	1,125.38	8/30 yrs	Avg.	26.67%	(300.10)	825.28
26. Roofing felt - 30 lb.	1.95 SQ	41.30	1.94	82.48	8/20 yrs	Avg.	40%	(33.00)	49.48
27. Ice & water barrier	159.89 SF	1.73	5.82	282.43	8/30 yrs	Avg.	26.67%	(75.31)	207.12
28. Drip edge	53.30 LF	2.84	4.25	155.62	8/35 yrs	Avg.	22.86%	(35.57)	120.05
29. Flashing - pipe jack	1.00 EA	48.69	1.02	49.71	8/35 yrs	Avg.	22.86%	(11.36)	38.35
30. Hip / Ridge cap - composition shingles	28.00 LF	4.68	2.76	133.80	8/25 yrs	Avg.	32%	(42.81)	90.99
Totals: Roof1			55.65	2,078.28				498.15	1,580.13
Total: Loc 5 Bldg 1 -Wtr Treatment Office			55.65	2,078.28				498.15	1,580.13
Total: SKETCH3			55.65	2,078.28				498.15	1,580.13

SKETCH4

Loc 8 Bldg 1 - Centennial Park



Storage Bldg

404.77 Surface Area
80.00 Total Perimeter Length
46.49 Total Hip Length

4.05 Number of Squares
8.00 Total Ridge Length

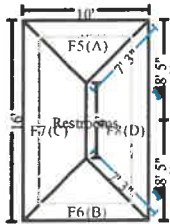
	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
31. Tear off, haul and dispose of comp. shingles - Laminated	4.05 SQ	70.30	0.00	284.72	8/30 yrs	Avg.	NA	(0.00)	284.72

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PO Box 884
Des Moines, IA 50306-0884

CONTINUED - Storage Bldg

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
32. Laminated - comp. shingle rfg. - w/out felt	4.67 SQ	271.38	46.53	1,313.87	8/30 yrs	Avg.	26.67%	(350.37)	963.50
33. Roofing felt - 30 lb.	4.05 SQ	41.30	4.03	171.30	8/20 yrs	Avg.	40%	(68.52)	102.78
34. Drip edge	80.00 LF	2.84	6.38	233.58	8/35 yrs	Avg.	22.86%	(53.39)	180.19
35. Hip / Ridge cap - composition shingles	37.50 LF	4.68	3.70	179.20	8/25 yrs	Avg.	32%	(57.34)	121.86
Totals: Storage Bldg			60.64	2,182.67				529.62	1,653.05

**Restrooms**

168.65 Surface Area	1.69 Number of Squares
52.00 Total Perimeter Length	6.00 Total Ridge Length
29.06 Total Hip Length	

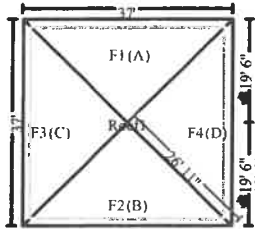
	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
36. Tear off, haul and dispose of comp. shingles - Laminated	1.69 SQ	70.30	0.00	118.81	8/30 yrs	Avg.	NA	(0.00)	118.81
37. Laminated - comp. shingle rfg. - w/out felt	2.00 SQ	271.38	19.93	562.69	8/30 yrs	Avg.	26.67%	(150.05)	412.64
38. Roofing felt - 30 lb.	1.69 SQ	41.30	1.68	71.48	8/20 yrs	Avg.	40%	(28.59)	42.89
39. Flashing - pipe jack	1.00 EA	48.69	1.02	49.71	8/35 yrs	Avg.	22.86%	(11.36)	38.35
40. Drip edge	52.00 LF	2.84	4.15	151.83	8/35 yrs	Avg.	22.86%	(34.71)	117.12
41. Hip / Ridge cap - composition shingles	35.50 LF	4.68	3.50	169.64	8/25 yrs	Avg.	32%	(54.28)	115.36
Totals: Restrooms			30.28	1,124.16				278.99	845.17

Concession Stand

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PO Box 884
Des Moines, IA 50306-0884

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
42. R&R Gutter / downspout - aluminum - up to 5"	40.00 LF	9.73	14.53	403.73	8/25 yrs	Avg.	32%	(119.72)	284.01
Totals: Concession Stand			14.53	403.73				119.72	284.01
Total: Loc 8 Bldg 1 - Centennial Park			105.45	3,710.56				928.33	2,782.23
Total: SKETCH4			105.45	3,710.56				928.33	2,782.23

SKETCH5**Loc 8 Bldg 2 - Pavilion****Roof1**

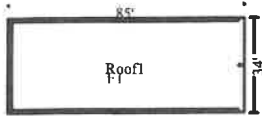
1443.05 Surface Area	14.43 Number of Squares
148.00 Total Perimeter Length	
107.52 Total Hip Length	

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
43. Tear off, haul and dispose of comp. shingles - Laminated	14.43 SQ	70.30	0.00	1,014.43	8/30 yrs	Avg.	NA	(0.00)	1,014.43
44. Laminated - comp. shingle rfg. - w/out felt	16.00 SQ	271.38	159.43	4,501.51	8/30 yrs	Avg.	26.67%	(1,200.40)	3,301.11
45. Roofing felt - 30 lb.	14.43 SQ	41.30	14.34	610.30	8/20 yrs	Avg.	40%	(244.12)	366.18
46. Drip edge	148.00 LF	2.84	11.81	432.13	8/35 yrs	Avg.	22.86%	(98.77)	333.36
47. Hip / Ridge cap - composition shingles	26.92 LF	4.68	2.66	128.65	8/25 yrs	Avg.	32%	(41.17)	87.48
Totals: Roof1			188.24	6,687.02				1,584.46	5,102.56
Total: Loc 8 Bldg 2 - Pavilion			188.24	6,687.02				1,584.46	5,102.56
Total: SKETCH5			188.24	6,687.02				1,584.46	5,102.56

SKETCH6**Loc 12 Bldg 1 - 3 Cs building and Police Dept**

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PO Box 884
Des Moines, IA 50306-0884

Roof1

2893.20 Surface Area
238.19 Total Perimeter Length

28.93 Number of Squares

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
48. Tear off, haul and dispose of comp. shingles - Laminated									
	28.93 SQ	70.30	0.00	2,033.78	8/30 yrs	Avg.	NA	(0.00)	2,033.78
49. Laminated - comp. shingle rfg. - w/out felt									
	32.00 SQ	271.38	318.86	9,003.02	8/30 yrs	Avg.	26.67%	(2,400.81)	6,602.21
50. Roofing felt - 30 lb.									
	21.79 SQ	41.30	21.66	921.59	8/20 yrs	Avg.	40%	(368.63)	552.96
51. Ice & water barrier									
	714.56 SF	1.73	26.01	1,262.20	8/30 yrs	Avg.	26.67%	(336.59)	925.61
52. Drip edge									
	238.19 LF	2.84	19.01	695.47	8/35 yrs	Avg.	22.86%	(158.97)	536.50
53. Flashing - pipe jack									
	1.00 EA	48.69	1.02	49.71	8/35 yrs	Avg.	22.86%	(11.36)	38.35
54. Roof vent - turtle type - Metal									
	9.00 EA	68.46	14.50	630.64	8/35 yrs	Avg.	22.86%	(144.14)	486.50
55. Step flashing									
	83.00 LF	10.60	11.45	891.25	8/35 yrs	Avg.	22.86%	(203.72)	687.53
Totals: Roof1			412.51	15,487.66				3,624.22	11,863.44

N. Elevation

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
56. R&R Gutter / downspout - aluminum - up to 5"									
	35.00 LF	9.73	12.72	353.27	7/25 yrs	Avg.	28%	(91.66)	261.61
Totals: N. Elevation			12.72	353.27				91.66	261.61

Flat Roofing

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
57. Flat Roofing Remove and Replace per scope agreed to with Drake Roofing*									
	1.00 EA	71,650.00	0.00	71,650.00	0/NA	Avg.	25% [%]	(17,912.50)	53,737.50
Totals: Flat Roofing			0.00	71,650.00				17,912.50	53,737.50

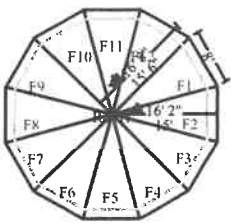
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Total: Loc 12 Bldg 1 - 3 Cs building and Police Dept	425.23	87,490.93	21,628.38	65,862.55
Total: SKETCH6	425.23	87,490.93	21,628.38	65,862.55

SKETCH7

Loc 25 Bldg 1 - Trail Ridge Gazebo



Roof1

779.59 Surface Area	7.80 Number of Squares
96.49 Total Perimeter Length	
199.82 Total Hip Length	

	QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
58. Tear off, haul and dispose of comp. shingles - Laminated									
	7.80 SQ	70.30	0.00	548.34	8/30 yrs	Avg.	NA	(0.00)	548.34
59. Laminated - comp. shingle rfg. - w/out felt									
	9.00 SQ	271.38	89.68	2,532.10	8/30 yrs	Avg.	26.67%	(675.22)	1,856.88
60. Roofing felt - 30 lb.									
	7.80 SQ	41.30	7.75	329.89	8/20 yrs	Avg.	40%	(131.96)	197.93
61. Drip edge									
	96.49 LF	2.84	7.70	281.73	8/35 yrs	Avg.	22.86%	(64.40)	217.33
62. Hip / Ridge cap - composition shingles									
	56.00 LF	4.68	5.53	267.61	8/25 yrs	Avg.	32%	(85.64)	181.97
Totals: Roof1			110.66	3,959.67				957.22	3,002.45
Total: Loc 25 Bldg 1 - Trail Ridge Gazebo			110.66	3,959.67				957.22	3,002.45
Total: SKETCH7			110.66	3,959.67				957.22	3,002.45
Line Item Totals: 2023-05-08-1055-1			1,613.13	131,414.50				31,929.53	99,484.97

[%] - Indicates that depreciate by percent was used for this item

[M] - Indicates that the depreciation percentage was limited by the maximum allowable depreciation for this item

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PO Box 884
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Grand Total Areas:

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls and Ceiling
0.00 SF Floor	0.00 SY Flooring	0.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	0.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
811.60 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
11,080.89 Surface Area	110.81 Number of Squares	1,160.60 Total Perimeter Length
122.00 Total Ridge Length	548.80 Total Hip Length	

Coverage	Item Total	%	ACV Total	%
Loc 1 Nord Kalsem Park	27,406.35	20.85%	21,083.37	21.19%
Loc 3 Berhow Park	81.69	0.06%	71.68	0.07%
Loc 5 Office and Fences 601 Oak Blvd	2,078.28	1.58%	1,580.13	1.59%
Loc 8 Centennial Park	10,397.58	7.91%	7,884.79	7.93%
Loc 12 3 Cs Building	87,490.93	66.58%	65,862.55	66.20%
Loc 25 Trail Ridge Park	3,959.67	3.01%	3,002.45	3.02%
Total	131,414.50	100.00%	99,484.97	100.00%

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Summary for Loc 1 Nord Kalsem Park

Line Item Total	26,680.06
Material Sales Tax	726.29
Replacement Cost Value	\$27,406.35
Less Depreciation	(6,322.98)
Actual Cash Value	\$21,083.37
Net Claim	\$21,083.37
Total Recoverable Depreciation	6,322.98
Net Claim if Depreciation is Recovered	\$27,406.35

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Summary for Loc 3 Berhow Park

Line Item Total	80.08
Material Sales Tax	1.61
Replacement Cost Value	\$81.69
Less Depreciation	(10.01)
Actual Cash Value	\$71.68
Net Claim	\$71.68
Total Recoverable Depreciation	10.01
Net Claim if Depreciation is Recovered	\$81.69

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Summary for Loc 5 Office and Fences 601 Oak Blvd

Line Item Total	2,022.63
Material Sales Tax	55.65
Replacement Cost Value	\$2,078.28
Less Depreciation	(498.15)
Actual Cash Value	\$1,580.13
Net Claim	\$1,580.13
Total Recoverable Depreciation	498.15
Net Claim if Depreciation is Recovered	\$2,078.28

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Summary for Loc 8 Centennial Park

Line Item Total	10,103.89
Material Sales Tax	293.69
Replacement Cost Value	\$10,397.58
Less Depreciation	(2,512.79)
Actual Cash Value	\$7,884.79
Net Claim	\$7,884.79
Total Recoverable Depreciation	2,512.79
Net Claim if Depreciation is Recovered	\$10,397.58

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Summary for Loc 12 3 Cs Building

Line Item Total	87,065.70
Material Sales Tax	425.23
Replacement Cost Value	\$87,490.93
Less Depreciation	(21,628.38)
Actual Cash Value	\$65,862.55
Less Deductible	(50,000.00)
Net Claim	\$15,862.55
Total Recoverable Depreciation	21,628.38
Net Claim if Depreciation is Recovered	\$37,490.93

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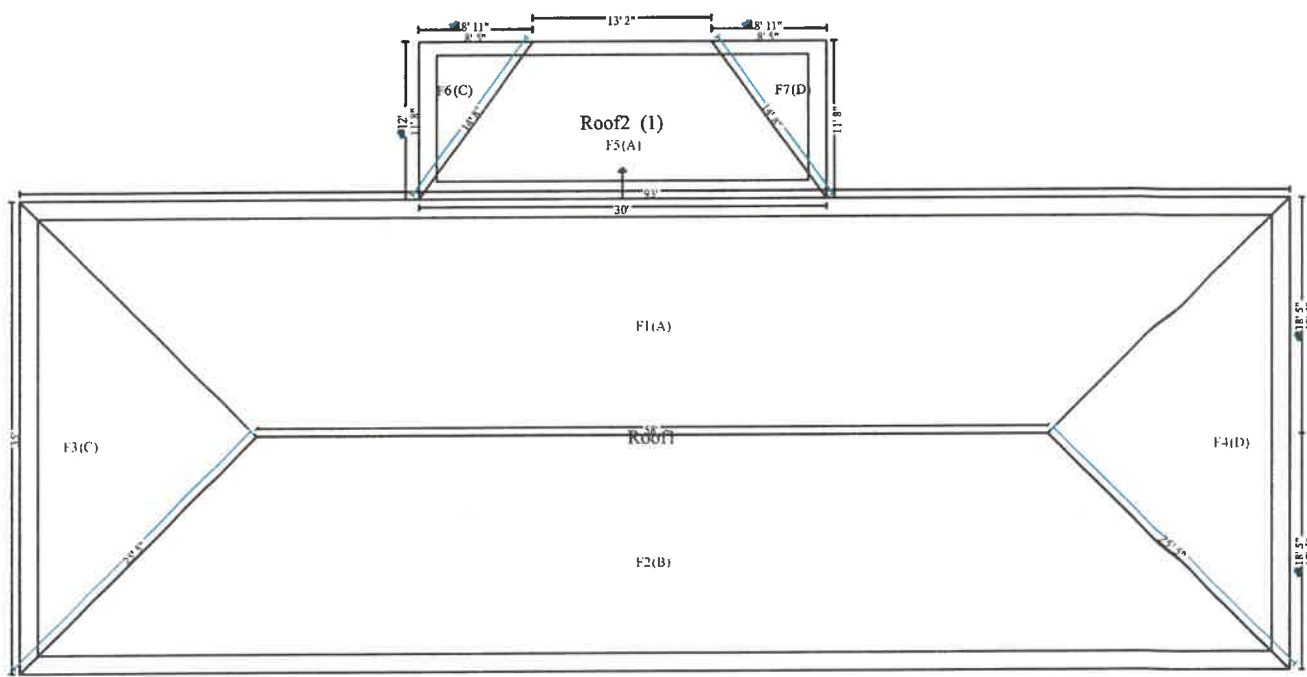
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Summary for Loc 25 Trail Ridge Park

Line Item Total	3,849.01
Material Sales Tax	110.66
Replacement Cost Value	\$3,959.67
Less Depreciation	(957.22)
Actual Cash Value	\$3,002.45
Net Claim	\$3,002.45
Total Recoverable Depreciation	957.22
Net Claim if Depreciation is Recovered	\$3,959.67

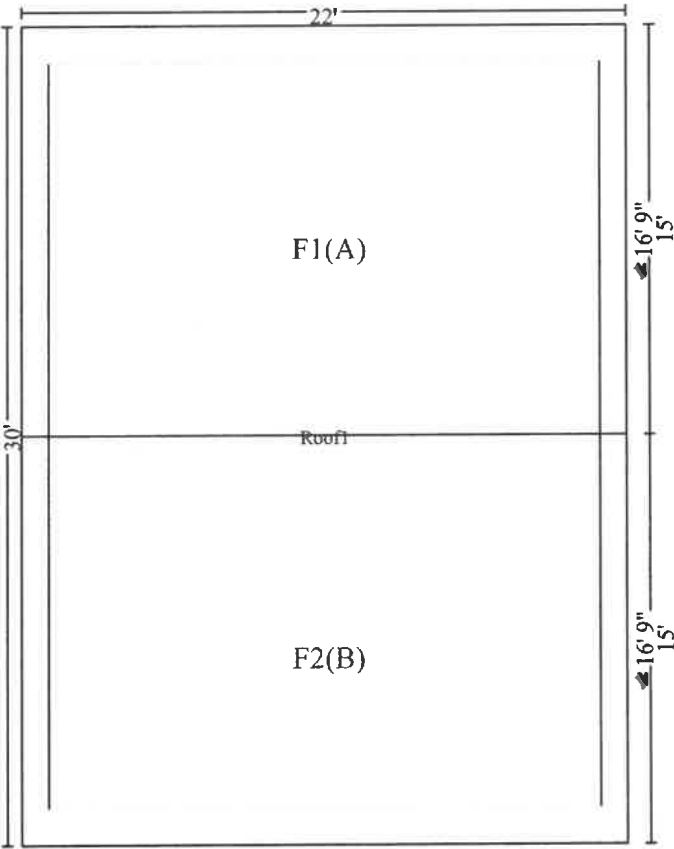
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SKETCH1 - Loc 1 Bldg 1 - Shelter House



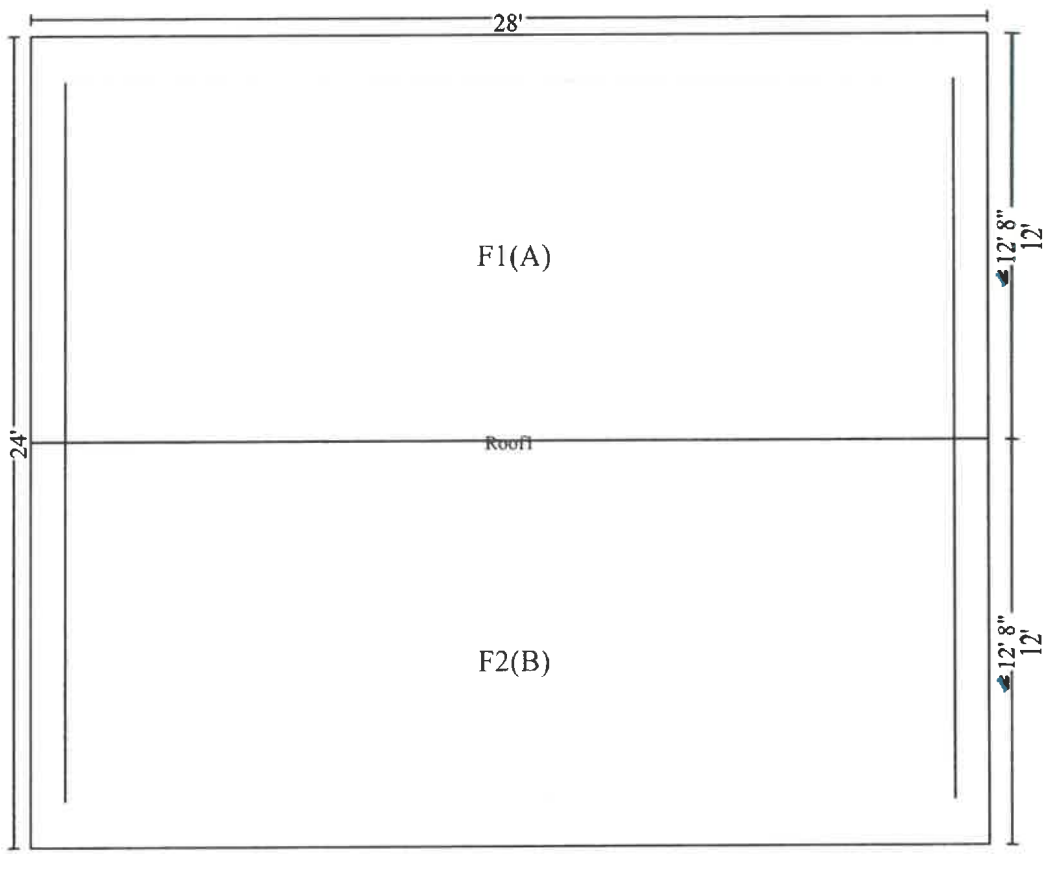
Loc 1 Bldg 1 - Shelter House

SKETCH2 - Loc 1 Bldg 2 - Concession/Restroom



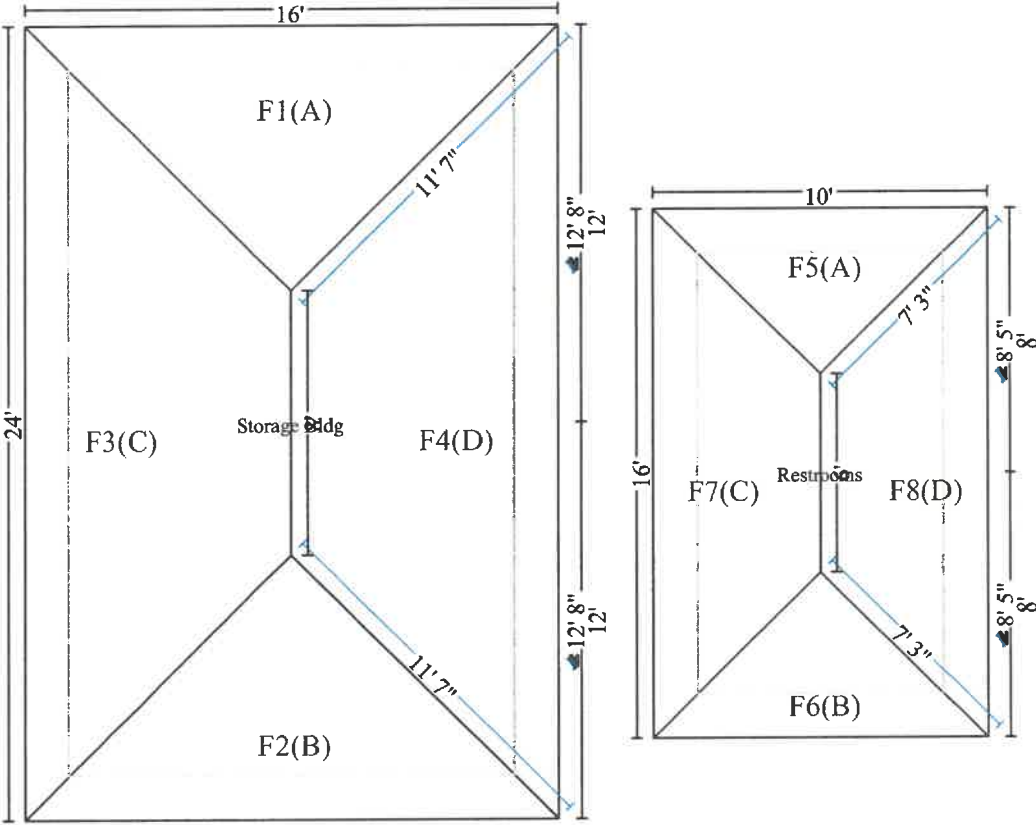
Loc 1 Bldg 2 - Concession/Restroom

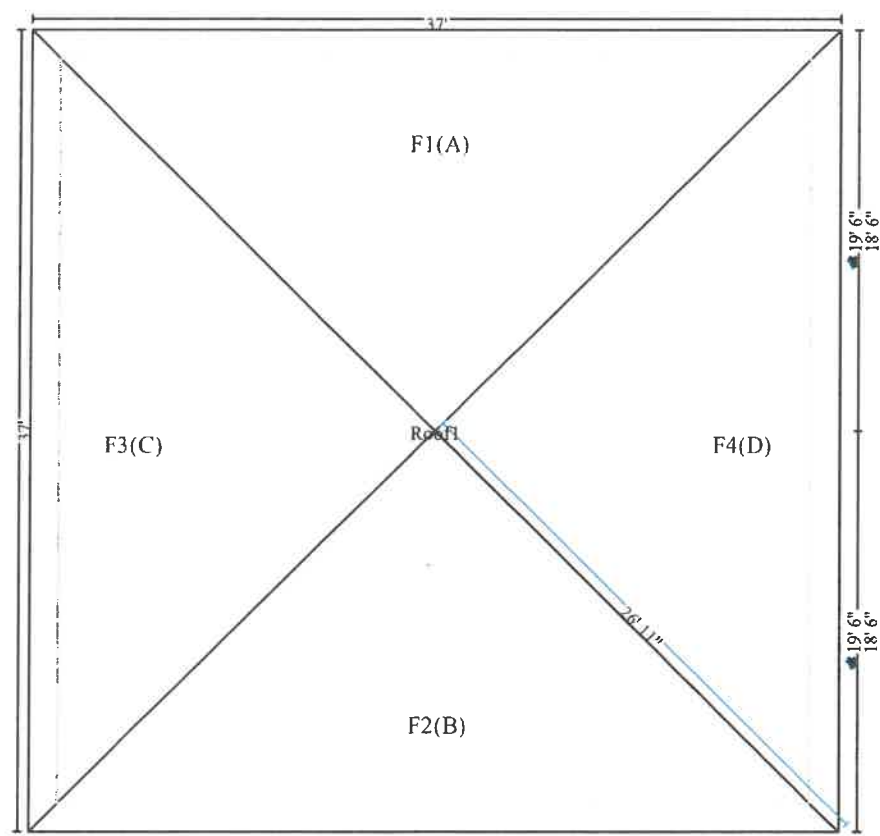
SKETCH3 - Loc 5 Bldg 1 -Wtr Treatment Office



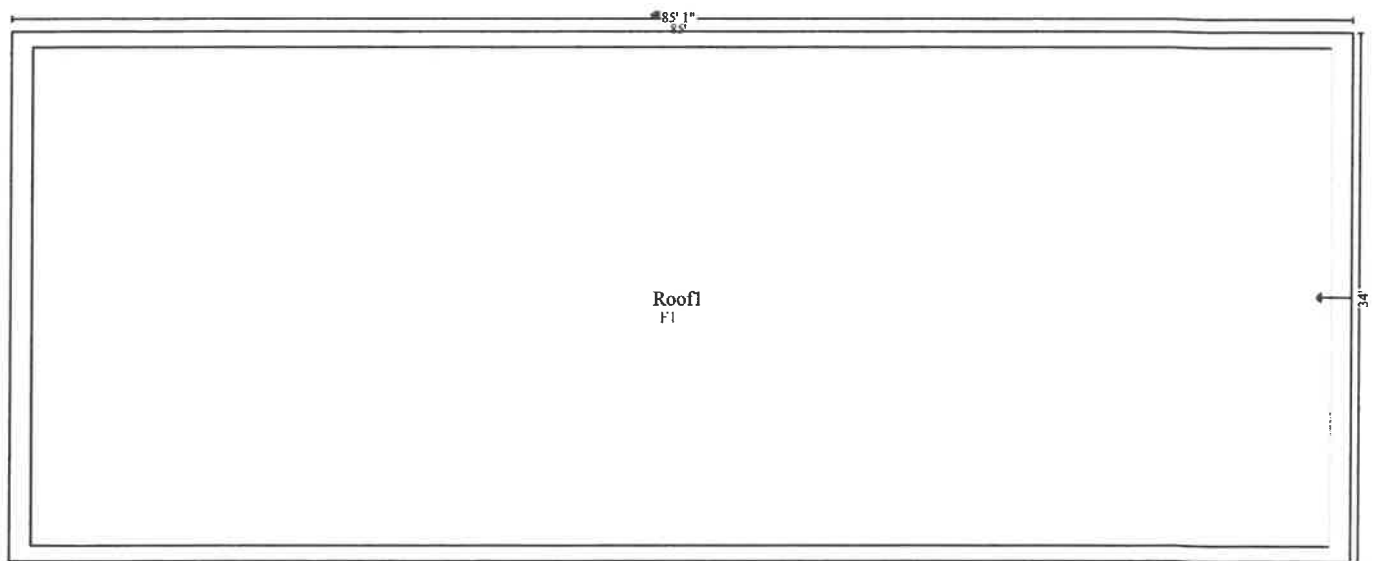
Loc 5 Bldg 1 -Wtr Treatment Office

SKETCH4 - Loc 8 Bldg 1 - Centennial Park



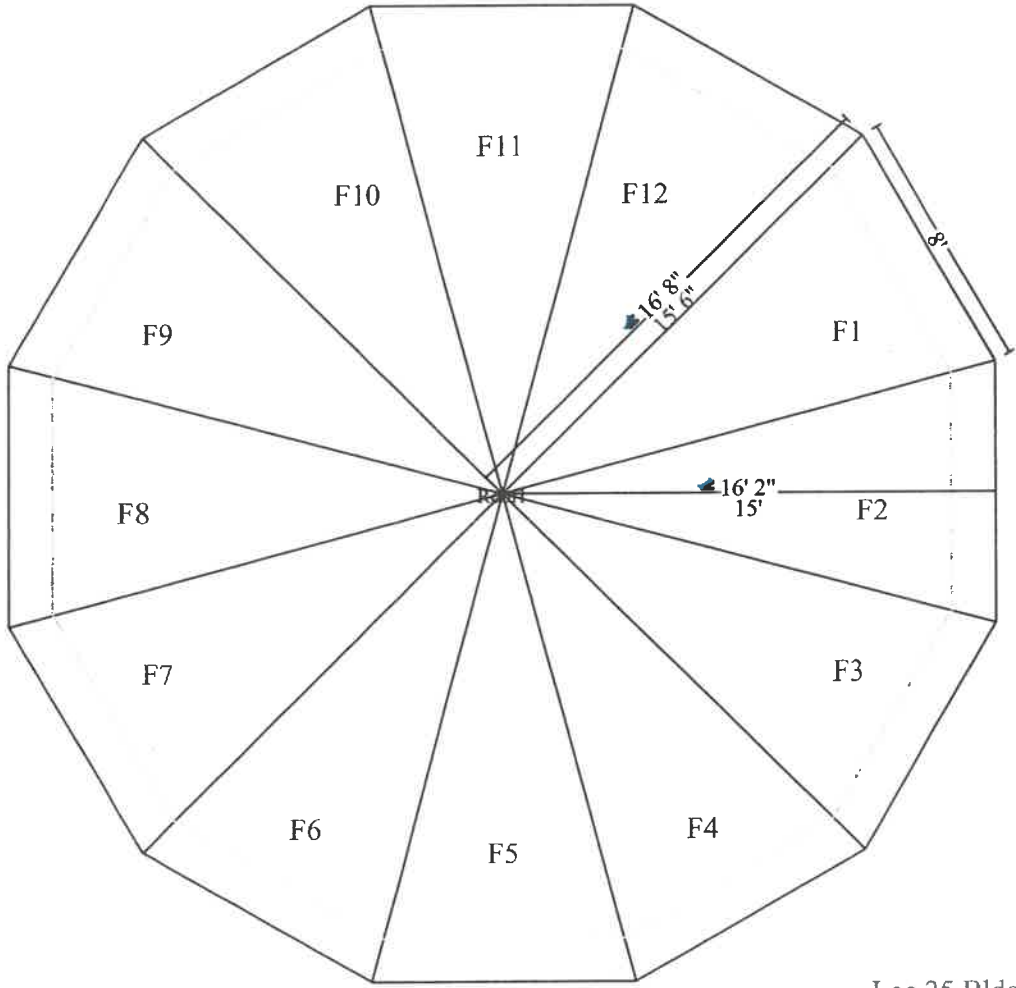


SKETCH6 - Loc 12 Bldg 1 - 3 Cs building and Police Dept



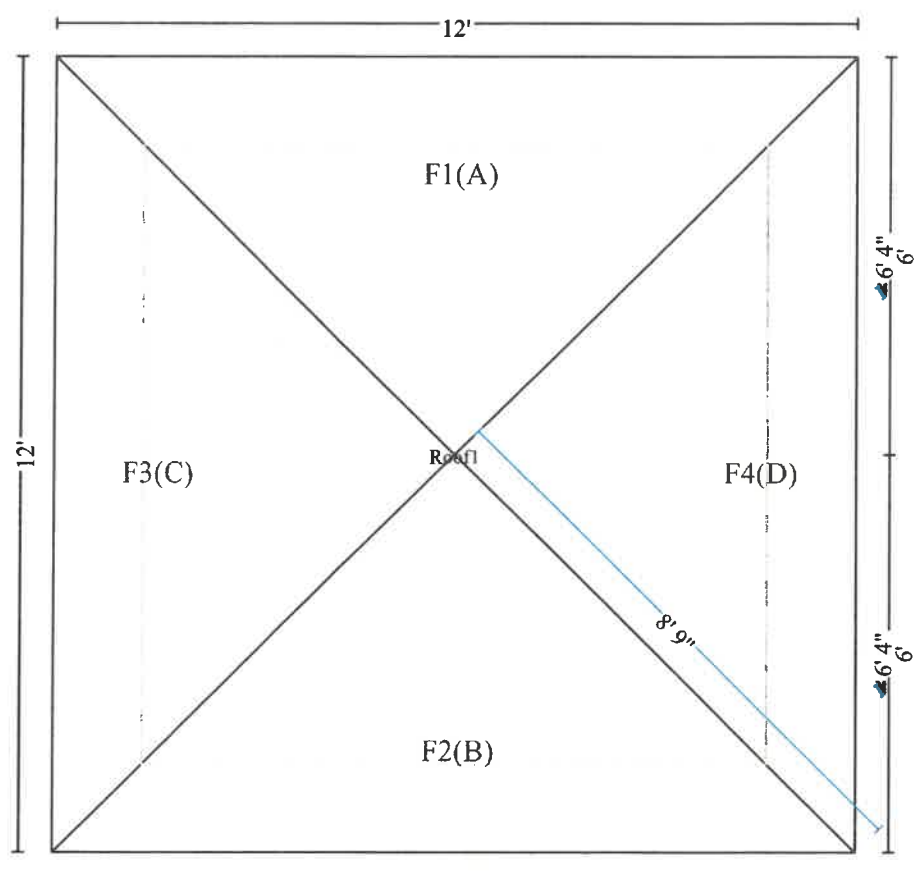
Loc 12 Bldg 1 - 3 Cs building and Police Dept

SKETCH7 - Loc 25 Bldg 1 - Trail Ridge Gazebo



Loc 25 Bldg 1 - Trail Ridge Gazebo

SKETCH8 - Loc 3 Bldg 2 - Berhow/Restroom



Loc 3 Bldg 2 - Berhow/Restroom

STATEMENT OF LOSS

Insured Name City of Huxley
Street Address 515 N Main Ave
City, State, Zip Code Huxley, IA 50124-9416
Type of Claim: Hail
Date of Loss: 4/19/2023
POLICY # 8A6-69-59
CLAIM # Y00001784

	Replacement Cost (RC)	Depreciation	Actual Cash Value (ACV)	Value	LOSS	CLAIM	Remaining Unpaid Claim
HAIL COVERAGE - LOCATION 001 - Nord Kalsen Park							
LOSS AS DETERMINED							
Per Adjusters Xactimate Estimate - Loc 001 204 W 5th St.	\$ 27,406.35	\$ 6,322.98	\$ 21,083.37	\$ 39,241,668.00			
	\$ -						
Replacement Cost Claim	\$ 27,406.35	\$ 6,322.98	\$ 21,083.37				
Less Depreciation	\$ (6,322.98)						
Actual Cash Value Loss/Claim	\$ 21,083.37				\$ 21,083.37	\$ 21,083.37	
Less Prior Payments	\$ -						
Remaining Unpaid Claim to Date	\$ 21,083.37						\$ 21,083.37
HAIL COVERAGE - LOCATION 003 - Berflow Park							
LOSS AS DETERMINED							
Per Adjusters Xactimate Estimate - Loc 003 NE 1/4 of NE1/4 S23	\$ 81.69	\$ 10.01	\$ 71.68				
	\$ -						
Replacement Cost Claim	\$ 81.69	\$ 10.01	\$ 71.68				
Less Depreciation	\$ (10.01)						
Actual Cash Value Loss/Claim	\$ 71.68				\$ 71.68	\$ 71.68	
Less Prior Payments	\$ -						
Remaining Unpaid Claim to Date	\$ 71.68						\$ 71.68
HAIL COVERAGE - LOCATION 005 - Office and Fences:							
LOSS AS DETERMINED							
Per Adjusters Xactimate Estimate - Loc 005 601 Oak Blvd	\$ 2,078.28	\$ 498.15	\$ 1,580.13				
	\$ -						
Replacement Cost Claim	\$ 2,078.28	\$ 498.15	\$ 1,580.13				
Less Depreciation	\$ (498.15)						
Actual Cash Value Loss/Claim	\$ 1,580.13				\$ 1,580.13	\$ 1,580.13	
Less Prior Payments	\$ -						
Remaining Unpaid Claim to Date	\$ 1,580.13						\$ 1,580.13
HAIL COVERAGE - LOCATION 008 - Centennial Park:							
LOSS AS DETERMINED							
Per Adjusters Xactimate Estimate - Loc 008 Centennial Park	\$ 10,397.58	\$ 2,512.79	\$ 7,884.79				
	\$ -						
Replacement Cost Claim	\$ 10,397.58	\$ 2,512.79	\$ 7,884.79				
Less Non-Recoverable Depreciation	\$ (2,512.79)						
Actual Cash Value Loss/Claim	\$ 7,884.79				\$ 7,884.79	\$ 7,884.79	
Less Prior Payments	\$ -						
Remaining Unpaid Claim to Date	\$ 7,884.79						\$ 7,884.79

Insured Name	City of Huxley
Street Address	515 N Main Ave
City, State, Zip Code	Huxley, IA 50124-9416
Type of Claim:	Hail
Date of Loss:	4/19/2023
POLICY #	8A6-69-89
CLAIM #	Y00001784

	Replacement Cost (RC)	Depreciation	Actual Cash Value (ACV)	Value	LOSS	CLAIM	Remaining Unpaid Claim
HAIL COVERAGE - LOCATION 012 - 3Cs Building							
LOSS AS DETERMINED							
Per Adjusters Xactimate Estimate - Loc 012 515 N Main Ave	\$ 87,490.93	\$ 21,628.38	\$ 65,862.55				
	\$ -	\$ -	\$ -				
Replacement Cost Claim	\$ 87,490.93	\$ 21,628.38	\$ 65,862.55				
Less Recoverable Depreciation	(21,628.38)						
Actual Cash Value Loss	\$ 65,862.55				\$ 65,862.55		
Less Deductible	(50,000.00)						
Actual Cash Value Claim	\$ 15,862.55				\$ 15,862.55		
Less Prior Payments	-						
Remaining Unpaid Claim	\$ 15,862.55				\$ 15,862.55		\$ 15,862.55
HAIL COVERAGE - LOCATION 025 - Trail Ridge Park							
LOSS AS DETERMINED							
Per Adjusters Xactimate Estimate - Loc 008 Sand Cherry Ln	\$ 3,959.67	\$ 957.22	\$ 3,002.45				
	\$ -	\$ -	\$ -				
Replacement Cost Claim	\$ 3,959.67	\$ 957.22	\$ 3,002.45				
Less Recoverable Depreciation	(957.22)						
Actual Cash Value Loss/Claim	\$ 3,002.45				\$ 3,002.45	\$ 3,002.45	
Less Prior Payments	-						
Remaining Unpaid Claim to Date	\$ 3,002.45				\$ 3,002.45		\$ 3,002.45
RC, DEPRECIATION, ACV, VALUE, LOSS, CLAIM							
	\$ 131,414.50	\$ 31,929.53	\$ 99,484.97	\$ 39,241,668.00	\$ 99,484.97	\$ 49,484.97	\$ 49,484.97

TOTAL

\$	49,484.97
\$	49,484.97