

CITY OF HUXLEY

TUESDAY – JULY 12, 2016 – HUXLEY CITY HALL

CITY COUNCIL MEETING – 6:00 PM

PUBLIC NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF HUXLEY, IOWA, WILL MEET AT THE HUXLEY CITY HALL 515 N. MAIN AVE., HUXLEY, IOWA, FOR THEIR REGULAR COUNCIL MEETING AT 6:00 PM ON TUESDAY THE 12TH DAY OF JULY, 2016 TO DISCUSS THE MATTERS ENUMERATED IN THE AGENDA LISTED BELOW AND MOVE INTO A WORKSESSION TO IMMEDIATELY FOLLOW.

ROLL CALL – QUORUM PRESENT

- 1.00) COMMENTS FROM THE PUBLIC AND RECEIVING OF PETITIONS AND/OR WRITTEN COMMUNICATIONS TO THE CITY COUNCIL ON AGENDA AND NONAGENDA ITEMS.
- 2.00) OFFERS FOR VACATED EAST 5TH STREET.
- 3.00) PROCLAMATION(S): NONE
- 4.00) CONSENT AGENDA:

ALL ITEMS LISTED WITHIN THIS SECTION ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OR ACTION ON THESE ITEMS UNLESS A COUNCIL MEMBER OR CITIZEN SO REQUESTS, IN WHICH EVENT, THE ITEM WILL BE REMOVED FROM THE GENERAL ORDER OF BUSINESS. AND CONSIDERED SEPARATELY.

- 4.01) TO APPROVE THE MINUTES FROM THE FOLLOWING MEETINGS:
June 28, 2016 -- Regular Council Meeting & Worksession
- 4.02) TO APPROVE FINANCIAL REPORTS AND PAYMENT OF BILLS.
- 4.03) TO APPROVE BEER, WINE AND LIQUOR LICENSES AND CIGARETTE PERMITS/ RENEWALS.
- 5.00) PUBLIC HEARING(S); NONE

AGENDA ITEMS:

- 6.00) COMMUNITY BETTERMENT:
 - 6.01) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 16-061 AMENDING RESOLUTION 16-054 REGARDING THE DISPOSITION OF LOTS 54-57.
 - 6.02) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 16-062 APPROVING CONTRACT FOR SERVICES WITH HOSPITALITY CONSULTING GROUP.
 - 6.03) DISCUSSION ON MOTION TO RECEIVE AND FILE OFFERS RECEIVED ON EAST 5TH STREET.
 - 6.04) DISCUSSION ON OFFERS RECEIVED AND POSSIBLE ACTION ON RESOLUTION NO. 16-063 TO APPROVE OFFER RECEIVED ON EAST 5TH.

7.00) PUBLIC SAFETY:

7.01) DISCUSSION AND POSSIBLE ACTION ON MOTION APPROVING THE PROPOSAL TO UPGRADE THE CITY'S WARNING SIRENS..

8.00) FINANCE: NONE

9.00) LEISURE ACTIVITIES: NONE

10.00) ADMINISTRATIVE BUSINESS: NONE

COMMENTS FROM STAFF, COUNCIL AND MAYOR.

ADJOURNMENT

WORKSESSION:

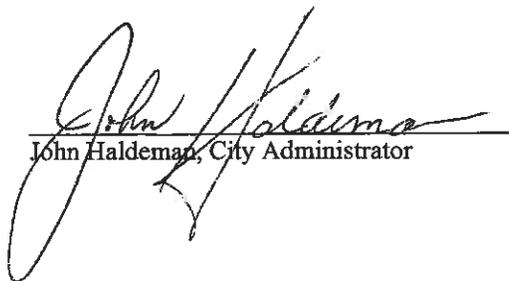
THE CITY COUNCIL WILL MEET FOR AN INFORMAL WORKSESSION TO WORK ON ITEMS AND NOT TAKE ANY ACTION ON THOSE ITEMS DURING THE WORKSESSION.

DISCUSSION TOPICS; THAT THE FOLLOWING TOPICS ARE SUGGESTED AND THEY DO NOT REFLECT ALL POSSIBLE ITEMS THAT COULD BE DISCUSSED OR NOT. THE LISTING BELOW DOES NOT NECESSARILY REFLECT THE ORDER IN WHICH THE ITEMS WILL BE DISCUSSED OR IF THEY WOULD BE DISCUSSED AT THIS MEETING. NO ACTION WILL BE TAKEN ON ANY OF THE ITEMS AND THE LIST MAY CHANGE PRIOR TO OR AT THE MEETING.

WORKSESSION TOPIC(S): Update on Wastewater Facility Litigation – Bill Mallory

ADJOURNMENT

THIS NOTICE IS HEREBY GIVEN AT LEAST 24 HOURS PRIOR TO THE COMMENCEMENT OF THE MEETING SPECIFIED ABOVE. THIS WAS DONE BY ADVISING THE NEWS MEDIA WHO HAVE FILED A REQUEST FOR NOTICE AND BY POSTING THE NOTICE ON THE WINDOW IN THE LOBBY AREA IN CITY HALL THAT IS ACCESSIBLE AND VIEWABLE TO THE PUBLIC. THIS WAS ALL PURSUANT TO CHAPTER 21 OF THE CODE OF IOWA.


John Haldeman, City Administrator

COMMUNICATIONS

Huxley Food Pantry
209 N. 2nd Ave
P.O. Box 395
Huxley, Iowa 50124

June 24, 2016

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

Honorable Mayor Henry and Councilmembers,

On behalf of the Huxley Food Pantry, I thank you for your generous donation of \$300.00. The air conditioner in the Food Pantry quit as of June 15th, so the money went towards the purchase of a new unit. Last year, the Pantry served 276 families for a total of 857 individuals. We appreciate you again thinking of us to receive a donation. It's much appreciated!

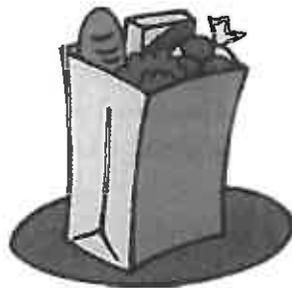
Our affiliation with the Food Bank of Iowa stretches our dollars, but there are items that we obtain locally because the Food Bank selection changes constantly. Therefore, we are grateful for **ANY** donation.

Again, thank you.

Sincerely,

Jackie Rasmussen

Jackie Rasmussen
Food Pantry Director
(515) 597-3105



**MONTHLY
DEPARTMENT
REPORT**

Huxley Police Department
City of Huxley
June 2016
Monthly Report

6/1/2016 5:30 PM Officer responded to a two vehicle accident at 1st and Highway 69. A vehicle stopped on the Highway to make a left hand turn was struck from behind by a man from Slater. There were no injuries and approximate damage is \$1000.

6/5/2016 2:26 AM Officer stopped a vehicle for a traffic violation on Highway 69 near E 5th Street. The driver of the vehicle, a 23 year old Ames man, was arrested for OWI 1st and transported to the Story County Jail in Nevada.

6/6/2016 8:30 PM Officer responded to the 200 block of Centennial for a report of an altercation between a juvenile and his mother. The male juvenile was referred into Juvenile Court for Criminal Mischief and Assault. He was transported to Rosedale in Ames.

6/8/2016 8:00 AM Officer located and caught a loose dog near the 500 block of Main Ave. The dog had gotten loose and returned many times in the past. The owner of the dog, a 49 year old Huxley man, was cited for Allowing an Animal to run at large.

6/8/2016 8:30 PM Officer served an arrest warrant for a 53 year old male with state wide pickup at the 100 block of West 1st Street.

6/12/2016 12:03 AM Officer stopped a vehicle for a traffic violation on Highway 69 near E 4th Street. The driver of the vehicle, a 45 year old Danville, IA man, was arrested for OWI and transported to the Story County Jail in Nevada.

6/13/2016 5:35 PM Officer received a harassment complaint at the 300 block of North Park Blvd. Contact was made with a 45 year old Huxley man who was advised to stop the harassing behavior in order to avoid future police attention.

6/16/2016 3:40 PM Officer responded to Highway 69 and Main for a two vehicle accident. A vehicle operated by a Huxley veered from the left turning lane and into the regular lane striking a vehicle operated by an Urbandale man. Total damage between \$500-\$1000. No injuries.

6/17/2016 6:45 PM Officer was called to the 500 block of E 1st for an animal bite. A juvenile was bitten by a four month old cat on the shoulder. The cat was quarantined for 14 days and taken to the vet for shots.

6/17/2016 8:05 PM Officer responded to a domestic altercation at the 300 block of Main Ave. The altercation was physical and a 36 year old Huxley man was arrested for Domestic Assault. He was transported to the Story County Jail in Nevada.

6/19/2016 12:05 AM Officer was called to a loud party at the 1000 block of North Park Blvd. Five people were cited for Possession of Alcohol Under the Legal Age and a Huxley man was charged with Providing alcohol to minors.

6/20/2016 12:45 PM Officer responded to a three vehicle accident on Highway 69 near E 4th Street. Two vehicles were stopped waiting for traffic to pass in order to make a left hand turn when they were struck from behind by a 30 year old Huxley man. Approximately \$5000 in total damage was taken.

6/22/2016 2:20 AM Officer responded to a car vs. deer accident on Interstate 35 southbound near the Polk / Story County Line. A vehicle operated by a Johnston man was travelling southbound when it struck a deer causing approximately \$2500 in damage. No injuries.

6/23/2016 11:53 AM Officer was called to a suspicious vehicle on Highway 210 near Interstate 35. A 37 year old Ellsworth woman was arrested for OWI, Possession of Paraphernalia and Child Endangerment. She was transported to the Story County Jail in Nevada.

6/23/2016 9:58 PM Officer stopped a vehicle at the 100 block of National Drive. The driver of the vehicle, a 24 year old Texas man, was arrested for OWI and transported to the Story County Jail in Nevada.

6/24/2016 9:30 PM Officer served an arrest warrant for robbery 2nd at the 200 block of Oak Blvd.

6/24/2016 4:14 PM Officers responded to a domestic altercation at the 200 block of N 3rd Ave. The altercation was verbal in nature and both parties agreed that they could remain in the residence with no further problems.

6/25/2016 9:30 AM Officer received an identity theft call at the 500 block of E 1st Street. Two purchases totaling \$879 were made using a bank card in West Des Moines. HPD along with Veridian will be investigating the case.

6/26/2016 9:00 AM Officer was called to two males who were walking on Interstate 35. Contact was made with the two individuals, one of which had two warrants for his arrest for PCS Methamphetamines and Paraphernalia. He was transported to the Story County Jail in Nevada.

6/26/2016 5:07 PM Officer responded to the 100 block of Oak Blvd for a vehicle that had been struck while parked in the parking lot of an apartment complex. Minimal damage and unknown what vehicle had caused the damage as it was discovered several hours after the owner of the vehicle had parked.

6/27/2016 4:20 PM Officer stopped a vehicle for a traffic violation on Highway 210 near 560th. The driver of the vehicle, a 26 year old Ankeny man, was suspended from driving. He was cited and released with a court date for Driving Under Suspension.

6/29/2016 10:25 AM Officer responded to a two vehicle accident on Highway 69 near E 1st Street. A vehicle operated by a rural Huxley woman was rear ended by an Ankeny man causing minimal damage. No injuries.

Huxley Officers had thirteen arrests for the month. Four were for OWI, one was for assault, one for Criminal Mischief, one was for Domestic Assault, one was for Providing Alcohol to Minors, one for Driving Under Suspension, one for Possession of Drug Paraphernalia, one for Child Endangerment, and three warrants served. Officers issued twenty six citations for traffic offenses and gave fifty six warnings. Officers received 170 calls for service and had a total of 395 contacts for the month. Officers used 216.25 hours toward investigations, providing service, or answering calls and gave 405.5 hours of general patrol.

Mark Pote



Chief of Police

CONSENT AGENDA

Huxley City Council Minutes
Tuesday, June 28, 2016

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 met in a regular council meeting on the above date pursuant to rules of the council, notice posted at city hall, posted on website and emailed to news media. Mayor Henry called the meeting to order at 6:02 pm.

COUNCIL MEMBERS PRESENT: Kuhn, Deaton, Jensen, Hemmen, Roberts

CITY STAFF PRESENT: John Haldeman-City Administrator, Jolene Lettow- City Clerk, Mark Pote – Police Chief, Jeff Peterson – Public Works Director

CONSULTANT PRESENT: Forrest Aldrich – Veenstra & Kimm

GUESTS PRESENT: Craig McLaughlin, Matthew Devig, James Devig, Amanda Kuhn, Duane Jensen, Steve Quick, Todd Petersen, Lizzy Devig, John Fleenor

CONSENT AGENDA:

MOTION-Hemmen– Second - Kuhn to Approve the Following Items from the Consent Agenda

- June 14, 2016 Council Meeting and Work Session
- Financial Reports and Payment of Bills
- Approve Appointment of Mike Schonhorst to the Planning and Zoning Commission

• ADVANTAGE HOMES	BLDG PERMIT DEPOSIT REFUND	500.00
• BERENS-TATE CONSULTING GRO	GO BOND	2,200.00
• BITUMINOUS MATERIALS & SUP	TAR	729.00
• BOUND TREE MEDICAL	DRUG BAGS	2,057.86
• BOYER PETROLEUM COMPANY	SEVEN EMPTY BARRELS	145.00
• BRICK GENTRY BOWERS SWARTZ	BOND CLAIMS	2,243.75
• BUD'S AUTO REPAIR INC	FD EXPLORER REPAIR	1,995.20
• CAPITAL CITY EQUIPMENT CO.	SHIFT CABLE	100.82
• CENTRAL PUMP & MOTOR, LLC	INSTALL SELF PRIMING PUMPS	1,820.00
• CFI SALES, INC.	FRONT TIRES FOR BACKHOE	701.00
• CHITTY GARBAGE SERVICE INC	MONTHLY PICKUP FOR FD	22.48
• COCHRAN HTG & CLG	SERVICE AC/FURNACE AT WTP	453.00
• COMPASS MINERALS AMERICA	COURSE BULK SALT	3,338.40
• CONSUMERS ENERGY	CONSUMERS ENERGY	10,240.14
• DANKO EMERGENCY EQUIPMENT	FIRE HELMET SHIELDS	9,944.44
• DIAMOND VOGEL PAINT CENTER	WHITE TRAFFIC PAINT	286.00
• DMACC BUSINESS RESOURCES	ANKENY WATER CONFERENCE	375.00
• DOLLAR GENERAL CORPORATION	CANDY AND COFFEE	58.70
• EMERGENCY MEDICAL PRODUCTS	GLOVES	851.15
• ENVIRONMENTAL RESOURCE ASS	QUALITY CONTROL TESTING	494.76
• GRACE EVANGELICAL CHURCH	MUSIC IN THE PARK ON 6-8-16	100.00
• GREENLAND HOMES	BLDG PERMIT DEPOSIT REFUND	500.00
• HAWKINS, INC.	WATER TREATMENT CHEMICALS	1,925.39
• HUXLEY FOOD PANTRY	DONATION	300.00
• IMAGE TREND	ANNUAL FEE	500.00
• INTEGRATED PRINT SOLUTIONS	FARMERS MARKET MAGNETS	141.76
• INTERNAL REVENUE SERVICE	FED WITHOLDING TAX	10,496.40
• IOWA DIVISION OF LABOR SER	BOILER INSPECTION	95.00
• IOWA MUN. WORKERS' COMP. A	WC FOR NONSTATUTORY WORKERS	100.00
• IOWA ONE CALL	EMAIL LOCATES	198.90
• IOWA STATE UNIVERSITY	FFI TESTING	50.00
• MARTIN MARIETTA MATERIALS	ROCK FOR SCHOOL & DRIVEWAY	2,362.63
• MENARDS	MISC. SUPPLIES	101.34
• MUNICIPAL FLEET SOLUTIONS	VEHICLE REPAIR-FD	332.50
• MUNICIPAL SUPPLY	GREEN & BLUE MARKING PAINT	440.50
• OXEN TECHNOLOGY	OUTLOOK SUPPORT	84.00

• PCC AN AMBULANCE BILLING S	MARCH AMBULANCE BILLING	714.54
• PIONEER GAS	HAND WAND KIT	0.00
• PIONEER MANUFACTURING COMP	HAND WAND KIT	95.10
• POSTMASTER	POSTMASTER	500.00
• PRAXAIR DISTRIBUTION INC.	CYLINDER RENTAL	1.69
• PREMIER OFFICE EQUIPMENT I	COPIES ON SHARP COPIER	2.02
• RAGNASOFT, INC.	PLANIT EMS YEARLY SUBSCRIPTION	600.00
• SAM'S CLUB MC/SYNCE	SEE ATTACHED	3,186.47
• SANDRY FIRE SUPPLY	AIR PACKS, BOTTLES, & MASKS	113,089.85
• SIGN PRO	SHOP SIGN AND TRUCK DECALS	1,070.00
• SPRINGER PROFESSIONAL HOME	RODENT CONTROL	42.00
• STAPLES ADVANTAGE	OFFICE SUPPLIES	237.29
• STAR EQUIPMENT LTD.	BUTTON CLIP & SNAP HANDLE	48.20
• TASC	FLEX BENEFIT PLANS	570.80
• THE SHERWIN-WILLIAMS CO.	YELLOW TRAFFIC PAINT	201.75
• THOMAS BUS SALES	RESCUE TRAILER	4,491.00
• USA BLUEBOOK	MISC. SUPPLIES FOR WWTP	1,294.53
• VERIZON WIRELESS	AMBULANCE CELL PHONE	1,169.52
• VULCAN INDUSTRIES INC.	LOT PARTS & SERVICE WWTP	6,972.00
• ZIEGLER INC	PARTS FOR BACKHOE	591.10
PAYROLL		<u>47,973.05</u>
TOTAL		\$239,136.03

Roll Call: Kuhn, Jensen, Roberts, Hemmen voted yes; Deaton abstained. Motion carried.

PUBLIC HEARING ON CHANGE OF USAGE OF PRAIRIE RIDGE LOTS 53-57 FROM COMMERCIAL TO MULTI-FAMILY:

Mayor Henry opened public hearing at 6:04 pm. P & Z Commission held meeting on June 20th and recommended change in zoning. Motion – Deaton, Second – Roberts to close hearing. 5 ayes.

PUBLIC HEARING ON VACATION AND SALE OF PUBLIC RIGHT-OF-WAY LOCATED WITHIN CITY OF HUXLEY, IOWA, ALONG EAST 4TH STREET AND EAST 5TH STREET: Mayor opened meeting at 6:06 pm. Amanda Kuhn submitted purchase offer and Craig McLaughlin asked what procedure would be to submit an offer. All offers should be submitted on State Residential Purchase Offer form. Motion – Roberts, Second – Hemmen to close hearing. 4 ayes, 1 abstain.

PUBLIC HEARING ON OFFER TO PURCHASE PRAIRIE RIDGE LOTS 54 – 57 TO TODD PETERSEN: Mayor opened meeting at 6:11 pm. Offer submitted was for \$24,000 at a cost of \$1,000 per unit. Motion – Kuhn, Second – Deaton to close hearing. 5 ayes.

MOTION – Deaton, Second – Roberts on Resolution No. 16-053 to Approve Change of Use from Commercial to Multi-Family Residential in Prairie Ridge Lots 53 through 57, Inclusive, in Prairie Ridge Plat I PUD. Residents notified of change. Roll Call: Kuhn, Deaton, Roberts, Hemmen, Jensen voted yes. Motion carried.

MOTION – Hemmen, Second – Roberts on Resolution No. 16-054 to Approve Disposition of Property (Lots 54-57) in Prairie Ridge Subdivision. Council restricted property to 24 units. Roll Call: Jensen, Kuhn, Deaton, Roberts, Hemmen voted yes. Motion carried.

MOTION – Roberts, Second – Hemmen on Ordinance No. 451 Vacating Public Right-of-Way Located within City of Huxley, Iowa, Along East 4th Street and East 5th Street. Roll Call: Jensen, Deaton, Roberts, Hemmen voted yes; Kuhn abstained. Motion carried.

MOTION – Deaton, Second – Roberts to Waive Second and Third Readings of Ordinance No. 451. Roll Call: Jensen, Deaton, Roberts, Hemmen voted yes; Kuhn abstained. Motion carried.

MOTION – Deaton, Second – Roberts on Resolution No. 16-055 to Authorize Sale of Certain Strip of Land Owned by City of Huxley, Iowa Along East 4th Street and East 5th Street. Roll Call: Jensen, Deaton, Roberts, Hemmen voted yes; Kuhn abstained. Motion carried.

MOTION – Deaton, Second – Hemmen on Resolution No. 16-056 to Delete Property from the Huxley Renewal Area. Action is recommended by bond counsel to protect city and developers from county TIF caps. Roll Call: Jensen, Kuhn, Deaton, Roberts, Hemmen voted yes. Motion carried.

MOTION – Kuhn, Second – Deaton on Resolution No. 16-057 to Fix A Date for a Public Hearing on Designation of New Urban Renewal Area and on Urban Renewal Plan and Projects. Hearing date is scheduled for July 26. Roll Call: Deaton, Roberts, Hemmen, Jensen, Kuhn voted yes. Motion carried.

MOTION – Hemmen, Second – Deaton on Ordinance No. 452 to Delete 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. Roll Call: Jensen, Kuhn, Deaton, Roberts, Hemmen voted yes. Motion carried.

MOTION – Kuhn, Second – Roberts to Waive Second and Third Readings of Ordinance No. 452. Roll Call: Jensen, Kuhn, Deaton, Roberts, Hemmen voted yes. Motion carried.

MOTION – Roberts, Second – Deaton to Table Resolution No. 16-058 on the Voluntary Severance of Territory. Council would like to review the situation further before taking any action. Roll Call: Jensen, Kuhn, Deaton, Roberts, Hemmen voted yes. Motion carried.

MOTION – Jensen, Second – Kuhn on Resolution No. 16-059 to Set Rates for Use and Membership of 3C's. Increase in rates will become effective August 29. Roll Call: Jensen, Kuhn, Deaton, Hemmen voted yes; Roberts voted no. Motion carried.

MOTION – Kuhn, Second – Deaton on Resolution No. 16-052 to Approve the Revised Release and Settlement Agreement for 201 Oak Blvd. Agreement amended to include new language. Roll Call: Jensen, Kuhn, Deaton, Roberts, Hemmen voted **yes**. Motion carried.

MOTION – Roberts, Second – Jensen on Resolution No. 16-060 to Approve LMI Home Repair Assistance. Request was for purchase of refrigerator which council decided was not a home repair. Council stated LMI guidelines need to be revisited and rewritten. Roberts, Jensen voted yes; Kuhn, Deaton, Hemmen voted no. Motion failed.

Miscellaneous

Chief Pote reported that Huxley Communications is abandoning three siren lines in town the end of December. Pote will get quotes to set up wireless receivers on sirens.

City engineer, Forrest Aldrich, reported there was a pre-construction meeting held for Meadowlane Plat 2 development.

Councilman Kuhn requested department heads to review staff monthly reports before submittal to council packets.

Councilman Deaton asked mayor to have redemption can trailer removed from fire station property.

Mayor Henry informed council of daycare visit with Chief Pote.

ADJOURNMENT: Motion – Deaton, Second – Hemmen to adjourn meeting at 7:17pm. 5 ayes, 0 nays. MCU

WORK SESSION: The Huxley City Council met in a work session on the above date pursuant to rules of the council, notice posted at city hall, posted on website and emailed to news media. Mayor Henry called the meeting to order at 7:22pm.

- Deer Creek Association – Deer Creek Association currently receives one bill from city for water usage. Association then bills each property owner in development. Council received letter from Deer Creek Association requesting that city sends bills directly to each Deer Creek resident instead of one statement to Association. Council asked staff if there would be any issues with changing billing format. Staff stated that information was already being collected for each property and that the switch to individual bills would be an easy transition.
- Main Avenue Storm Sewer Project: City engineer reported that contractor has been working on punch list; however, contractor seems to be working on least important items on list and no work has been completed on the high importance items. City engineer had doubts that punch list would be completed in specified timeline. City engineer will revise punch list.
- Oak/Timberlane Water Main Project – Public Works Director stated contractor is working on punch list. Staff provided revised punch list to contractor.
- Ballard Creek Community – Staff reported that senior community building has 40 units. Current water bill reflects only one unit charge. Council instructed staff to begin billing Ballard Creek for 40 units effective January 1, 2017.
- Economic Development –
 - City administrator informed council that research had been completed to check on costs to hold a special census. Special census could show rise in population numbers which would result in the city receiving an increase in state and federal funds. Special census costs were exorbitant. City will wait for revised numbers with 2020 census.
 - Staff has been talking with Ballard Country Club representatives regarding voluntary annexation.
 - Possible interest in hotel/motel coming to city. Staff looked into costs to complete a market study to check feasibility. Council consensus to move forward with study.

ADJOURNMENT: Motion – Hemmen, Second – Deaton to adjourn meeting at 8:22pm. 5 ayes, 0 nays. MCU

Craig D. Henry, Mayor

Attest:

Jolene R. Lettow, City Clerk

7-12-16 Council Claims List

	A	B	C
1	VENDOR NAME	DESCRIPTION	GROSS AMOUNT
2	ABSTRACT AND TITLE SERVICE	ROOT OF TITLE-LOTS 52 & 53 PRAIRIE RIDGE	\$ 850.00
3	AFLAC	AFLAC	\$ 189.26
4	ALLIANT ENERGY	GAS AND ELECTRIC	\$ 8,059.47
5	AMERICAN LIBRARY ASSOCIATI	MEMBERSHIP DUES	\$ 137.00
6	AMY'S SCHOOL OF DANCE	MUSIC IN THE PARK	\$ 100.00
7	ANKENY SANITATION	CENTENNIAL PARK, WWTP, NORD KALSEM, 3C'S, MAINT SHOP	\$ 272.39
8	AVESIS INCORPORATED	VISION INS	\$ 339.96
9	BLANK PARK ZOO	BLANK PARK ZOO SUMMER READ PROGRAM	\$ 90.00
10	BRICK GENTRY BOWERS SWARTZ	LEGAL FEES	\$ 3,775.40
11	BUD'S AUTO REPAIR INC	DODGE SERVICE	\$ 52.99
12	CASEY'S GENERAL STORES INC	GASOLINE	\$ 935.09
13	CENTERPOINT LARGE PRINT	WESTERN HARDCOVERS	\$ 41.34
14	CENTRAL IOWA REGIONAL TRAN	FY2017 ASSESSMENT	\$ 431.00
15	CITY OF AMES	RESOURCE RECOVERY	\$ 15,092.35
16	COMPASS MINERALS AMERICA	COARSE BULK SALT	\$ 3,309.98
17	CUSTOM STEEL SERVICE	ALUMINUM KICK RAIL	\$ 73.94
18	D.J. GONGOL & ASSOCIATES	OAK LIFT CONTROL PANEL PARTS	\$ 50.01
19	DELTA DENTAL PLAN OF IOWA	DENTAL INSURANCE	\$ 1,703.15
20	DEMCO, INC.	BOOK PROCESSING MATERIALS	\$ 353.97
21	EDWARD JONES	IRA	\$ 250.00
22	ELECTRONIC ENGINEERING	TOWER SERVICE	\$ 69.65
23	ELECTRONIC ENGINEERING	TOWER FEES FOR PD RADIOS	\$ 877.50
24	GATEHOUSE MEDIA IOWA HOLDI	LEGAL PUBLICATIONS	\$ 270.95
25	GREENLAND HOMES	BLDG PERMIT DEPOSIT REFUNDS	\$ 1,000.00
26	H.L. MUNN LUMBER CO.	MISC SUPPLIES FOR WATER & STREETS	\$ 727.45
27	HUXLEY COMMUNICATIONS COOP	PHONE, INTERNET, CABLE	\$ 1,790.89
28	INTERNAL REVENUE SERVICE	PAYROLL TAXES	\$ 10,947.05
29	INTERSTATE ALL BATTERY CEN	PD FLASHLIGHT BATTERY	\$ 22.50
30	IOWA DNR	ANNUAL WATER SUPPLY FEE FY17	\$ 385.27
31	IOWA DOT	TRASH BAGS, BRAKE & CLUTCH CLEANER, RAGS, ROD MARKERS, P. TOWELS, GLOVES, SAFETY GLASSES, REBAR, HARD HAT	\$ 717.67
32	IOWA LEAGUE OF CITIES	MEMBER DUES 7/1/16-6/30/17	\$ 1,730.00
33	IOWA SIGNAL INC.	HWY 69 & N 1ST ST SIGNAL OUTAG	\$ 165.00
34	IPERS	IPERS	\$ 16,384.46
35	JERICO SERVICES INC	DUST CONTROL SPRAY AT W. CENT	\$ 525.00
36	LIBERTY READY MIX	M-4 CONCRETE	\$ 468.00
37	LINCOLN FINANCIAL GROUP	LIFE & DISABILITY INSURANCE	\$ 944.69
38	LOWE'S	MISC. SUPPLIES	\$ 188.62
39	MANAGERPLUS SOLUTIONS, LLC	SOFTWARE AGREE 8/13/16-8/12/17	\$ 449.00

7-12-16 Council Claims List

	A	B	C
40	MARTIN OIL WHOLESale	UNLEADED & DIESEL FUEL	\$ 1,667.31
41	MASS MUTUAL RETIREMENT SER	DEFERRED COMPENSATION	\$ 250.00
42	MUNICIPAL SUPPLY	MISC. SUPPLIES	\$ 32.50
43	NAPA AUTO PARTS	SPOT MIRROR	\$ 3.64
44	NICKOLAY CONSULTING, LLC	JUNE IT SUPPORT	\$ 264.99
45	PESTICIDE BUREAU	PEST APPLICATOR CERT.-SMITH	\$ 15.00
46	QUICK'S HARDWARE HANK	SEE ATTACHED	\$ 910.15
47	RELIASTAR LIFE INSURANCE C	LIFE INSURANCE	\$ 374.14
48	ROCKY SMITH	REIMBURSEMENT FOR PEST TEST	\$ 20.00
49	ROUT, DARRELL	STUMP GRINDING ON S. 3RD ST.	\$ 200.00
50	SAM'S CLUB MC/SYNCB	SEE ATTACHED	\$ 2,971.95
51	SHAFFER'S AUTO BODY CO INC	REPAIR PARK'S TRUCK	\$ 3,642.59
52	STAPLES ADVANTAGE	OFFICE SUPPLIES	\$ 100.36
53	STAR EQUIPMENT LTD.	TWO FALL KITS	\$ 119.90
54	STITCHED CRAFTS	PD UNIFORM PATCHES	\$ 127.20
55	STORY COUNTY SHERIFF'S OFF	1ST QTR DISPATCH CONTRACT	\$ 5,863.76
56	TASC	FLEX BENEFIT PLANS	\$ 570.80
57	TASC - CLIENT INVOICES	AUGUST FLEX ADMIN FEE	\$ 62.91
58	THE SHERWIN-WILLIAMS CO.	PAIS OF YELLOW PAINT	\$ 336.25
59	TREASURER, STATE OF IOWA	STATE WITHHOLDING	\$ 3,310.00
60	UHC PLAN OF THE RIVER VALL	MEDICAL INSURANCE	\$ 15,309.20
61	VALIC	DEFERRED COMPENSATION	\$ 125.82
62	VAN-WALL EQUIPMENT INC.	WEED EATER PARTS	\$ 37.22
63	VEENSTRA & KIMM, INC.	ENGINEERING FEES	\$ 6,347.38
64	VERIZON WIRELESS	CITY ADMIN PHONE	\$ 44.32
65	VISA	SEE ATTACHED	\$ 247.34
66	WINDSTREAM IOWA COMMUNICAT	DISPATCH PD PHONE	\$ 69.12
67	Payroll Expense		\$ 49,571.30
68	GRAND TOTAL		\$ 166,366.15
69			
70		FUND TOTALS	
71	001 GENERAL FUND	\$	63,471.13
72	002 LIBRARY	\$	6,790.04
73	003 RECREATION	\$	4,077.18
74	004 FIRE AND RESCUE	\$	1,167.31
75	014 AMBULANCE	\$	4,404.51
76	100 PRAIRIE RIDGE DEVELOPMENT	\$	1,237.50
77	110 ROAD USE TAX	\$	14,559.09
78	323 CAPITAL PROJECTS GROCERY	\$	100.00
79	600 WATER UTILITY	\$	12,400.56
80	610 SEWER UTILITY	\$	8,587.53
81	01 PAYROLL EXPENSE	\$	49,571.30
82	GRAND TOTAL	\$	166,366.15

MC BREAK DOWN

Admin	\$ 25.75	passport postage
PD	\$ 12.00	postage
Streets	\$ 130.44	pressure washer hose
Streets	\$ 1,976.00	concrete for repair on n. 4th
P & R	\$ 51.15	hula hoop supplies
P & R	\$ 6.42	hula hoop supplies
P & R	\$ 146.30	fitness supplies
P & R	\$ 225.49	vending supplies
P & R	\$ 19.08	water balloons
Water	\$ 21.62	gas to conference
Water	\$ 24.99	cable for computer
Wastewater	\$ 110.95	two measuring wheels
Wastewater	\$ 221.76	two nights hotel stay for conference
Total	\$ 2,971.95	

QUICKS

Dept.	Amount	Description
Admin	\$ 47.43	concrete sealant, caulk
PD	\$ 56.65	paint supplies,
Water	\$ 167.79	coupling, cleaner, bungees, grass seed, brake cleaner, brush, oil enamel, corn knife
Parks	\$ 173.34	round up, back pack sprayer, nozzle, bypass lopper, grass seed, bearing protectors
Library	\$ 64.87	spray paint
Wastewater	\$ 34.34	champ spark for pressure washer, coupler, drill bit, slot lex washer, kick rail on oxidation ditch
Streets	\$ 365.73	spray paint, nipples, coupler, drill bit, masonry, stake, starter handle, tube, fuel filter, brush, nuts, paint thinner, grass seed, propane torch,
Total	\$ 910.15	

VISA BREAK DOWN

Library	\$ 113.86	postage
Admin	\$ 64.99	passport paper & ink
Streets	\$ 53.49	3 way ball hitch
FD	\$ 15.00	background check
Total	\$ 247.34	

Applicant License Application ()

Name of Applicant: <u>Corporation</u>		
Name of Business (DBA): <u>Huxley Prairie Festival, Inc.</u>		
Address of Premises: <u>South Main Ave</u>		
City <u>Huxley</u>	County: <u>Story</u>	Zip: <u>50124</u>
Business	<u>(515) 450-0207</u>	
Mailing	<u>PO Box 1</u>	
City <u>Huxley</u>	State <u>IA</u>	Zip: <u>50124</u>

Contact Person

Name Sara Wilson
Phone: (515) 450-0207 Email sara@huxcomm.net

Classification Class B Beer (BB) (Includes Wine Coolers)

Term: 5 days

Effective Date: 08/25/2016

Expiration Date: 01/01/1900

Privileges:

Class B Beer (BB) (Includes Wine Coolers)

Outdoor Service



Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>195080</u>	Federal Employer ID <u>39-1886542</u>

Ownership

Sara Wilson

First Name: Sara **Last Name:** Wilson
City: Huxley **State:** Iowa **Zip:** 50124
Position: Board Member
% of Ownership: 0.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Scottsdale Insurance Company</u>	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

**COMMUNITY
BETTERMENT**

RESOLUTION NO. 16-061

**RESOLUTION AMENDING RESOLUTION NO. 16-054 FOR
DISPOSITION OF PROPERTY IN PRAIRIE RIDGE SUBDIVISION**

WHEREAS, the City of Huxley, Iowa (the "City") by Resolution 16-054 approved the sale of certain real property (the "Property") which is located at the Southwest edge of the Prairie Ridge Development and which is legally described as follows:

Lots 54, 55, 56 and 57 in Prairie Ridge Plat, an Official Plat in Huxley, Story County, Iowa

WHEREAS, Todd Petersen is purchasing the Property for the purpose of constructing residential housing; and

WHEREAS, said resolution needs to be amended by deleting Section 1 and in its place inserting a new Section 1.

THEREFORE BE IT RESOLVED that Section 1, in Resolution 16-054 is hereby amended by deleting the current section and inserting the following:

Section 1. The sale of the Property to Todd Petersen is hereby approved, in accordance with the Purchase Agreement which is attached hereto as Exhibit "A", with the stipulation that the maximum number of units that can be constructed shall be 32 units. The Purchase Agreement, with this stipulation, is hereby approved by the City Council. The Mayor and City Clerk are hereby authorized and directed to execute such documents as may be necessary to sell and transfer title to the Property, including the Purchase Agreement and subsequent Special Warranty Deed as required to show satisfaction of said agreement.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Roll Call	Aye	Nay	Absent
Kevin Deaton	---	---	---
Craig Hemmen	---	---	---
David Jensen	---	---	---
Dave Kuhn	---	---	---
Tracey Roberts	---	---	---

PASSED AND APPROVED this ___ day of July, 2016.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 16-061** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this ___th day of July, 2016.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

OFFER TO BUY

On this 7-6, 2016, IT IS AGREED between Todd Petersen, "Buyer", and City of Huxley, "Seller", that Seller agrees to sell and Buyer(s) agree to buy the following real estate located in Story County, Iowa:

Lots 54, 55, 56, 57, Prairie Ridge Subdivision, Huxley [city], Iowa, locally known as: 202 Parkridge, 506, 507, 507 E.L. together with all easements and serviant estates appurtenant thereto and subject to zoning restrictions, restrictive covenants, leases, easements and mineral reservations, if any, upon the following terms:

1. **Purchase price.** The total purchase price for the real estate is \$ 32,000, of which \$ — has been paid upon the execution of this Contract, to be held in trust by Seller pending closing as provided below. Such earnest money shall be (a) applied to the purchase price upon closing (b) returned to Buyers, in the event the Contract becomes null and void (c) paid over to Seller in the event the Contract is forfeited or (d) paid over pursuant to other agreement of the parties or order of Court, as the case may be. Buyers agree to pay the balance to Seller at the address recited above.
2. **Contractor and construction requirements.** The Seller and Buyers agree as per covenants reviewed before submission.
3. **Taxes.** Seller agrees to pay its share of the real estate taxes, prorated to date of possession by credit at closing, and any unpaid taxes payable in prior years and all special assessments for improvements which have been certified as a lien or spread on the Treasurer's books and are capable of being paid; and Buyers agree to pay, before they become delinquent, all other current and subsequent taxes and assessments against said premises, subject to any escrow which may be required under this Contract. Any tax pro-ration shall be based upon the last known taxes payable, provided, however, if such taxes are not based on a full assessment of the improvements upon the property or the tax classification as of the closing date, then the proration shall be based upon the assessed valuation as shown on the Assessor's records and the tax rate in effect as of such closing date. Any preliminary or deficiency special assessments for installed improvements shall be paid for by Seller by payment of sufficient funds into an escrow account, even though they are not yet a certified lien on the property.
4. **Possession and closing.**
 - a. **Possession and Closing** shall be held after approval of title and on or before 8-15, 2016. All adjustments of taxes, interest, and other customary adjustments shall be made as of the date of possession. Seller shall pay all such payments due prior to and including the closing date. In the event possession is to be given prior to closing the parties shall enter into a separate written agreement governing early possession. Unless provided for above, early possession shall only be given with the consent of Seller.
 - b. **Adjustments and prorations.** All adjustments of taxes, interest, and other customary adjustments shall be made as of the date of possession. Seller shall pay all such payments due prior to and including the closing date. Seller shall pay any unpaid assessments or fees imposed by any homeowners or condo association including those accruing after the date of closing unless otherwise agreed in writing by the parties.
 - c. **Closing costs.** Seller shall pay the cost of deed transfer stamps, preparation, recordation and abstracting of any corrective instruments necessary to cure title defects, preparation of (but not recording of) the instrument(s) conveying title and such other expenses as are paid by Seller under local practices. Buyers shall pay for recordation of the instrument(s) conveying title, continuation of abstracts after closing, examination of the abstract by Buyers' attorney and such other expenses as are paid by Buyers under local practices.

Sellers' Initials _____

Buyers' Initials TP _____

5. **Insurance.** Seller agrees to carry existing insurance until date of possession and bear the risk of loss or damage to the property prior to closing or possession, whichever first occurs. Buyers may purchase additional insurance prior to closing or possession. In the event of substantial damage or destruction prior to closing, this Contract shall be null and void, unless otherwise agree in writing by the parties. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date. Provided, Buyers may elect to complete the closing and accept the insurance recovery regardless of the extent of the damage.
6. **Abstract.** Seller agrees to deliver to Buyers for their examination, a reasonable time prior to closing, an abstract of title continued to such time showing merchantable title in accordance with Iowa Title Standards. After examination by Buyers the abstract shall be held by Seller until delivery of deed. Seller agrees to pay for additional abstracting which may be required by acts, omissions, death or incompetency of Seller occurring before delivery of deed. In the event closing is delayed due to Seller's inability to provide merchantable title, this Contract shall continue in force and effect unless either party elects to rescind by giving written notice to the other party. Seller shall not be entitled to rescind unless they have made reasonable efforts to provide marketable title.
7. **Deed.** Upon payment of all sums owing by Buyers to Seller by virtue of this Contract, Seller agrees to contemporaneously execute and deliver to Buyers a warranty deed upon a form approved or similar to the one approved by the Iowa State Bar Association, which shall be subject to:
 - a. Liens and encumbrances suffered or permitted by Buyers, and taxes and assessments payable by Buyers.
 - b. Applicable zoning regulations and easements of record for public utilities and established roads and highways.
8. **Remedies and costs.**
 - a. Remedies. If Buyers fail to perform this Contract in any respect, time being made the essence of this agreement, then Seller may forfeit this Contract as provided by Chapter 656 of the Iowa Code, and all payments made and improvements made on said premises shall be forfeited; or Seller may declare the full balance owing due and payable and proceed by suit at law or in equity to foreclose this Contract, in which event Buyers agree to pay costs and attorney fees and any other expenses incurred by Seller. It is agreed that the periods of redemption after sale on foreclosure may be reduced, at Seller's election, under the conditions set forth in Sections 628.26 and 628.27, Code of Iowa. In the event of forfeiture, Buyers shall be considered tenants holding over after termination of a lease upon the filing of the affidavit under Sec. 656.5 of the Iowa Code. The parties are also entitled to utilize any and all other remedies or actions at law or in equity available to them.
 - b. Attorney fees and costs. In case of any action or proceeding initiated by either Seller or Buyers to enforce or protect their respective rights under this Contract, the prevailing party shall be entitled to recover, to the extent permitted by law, reasonable attorney fees, court costs and other expenses advanced to enforce or protect the prevailing party's rights under this Contract.
9. **Construction, time of essence.** Words and phrases herein shall be construed as singular or plural and as masculine, feminine or neuter gender according to the context. Time shall be of the essence of this agreement.
10. **Survey.** Buyers may have the real estate surveyed at their expense by a registered Iowa surveyor. Such survey shall be completed no later than 15 days prior to closing unless otherwise agreed in writing. In the event such a survey shows any encroachment on the real estate, or shows improvements on the real estate encroach on the real estate of others, including any public bodies, such encroachments shall be deemed to be title defects, subject to the conditions of the paragraph on Abstract.

Sellers' Initials _____

Buyers' Initials TP _____

11. Disclosure to parties to contract.

- a. If you are the Buyers you should be aware that failure to cure a default, including failure to obtain financing for any balloon payment, under this Contract or to make a delinquent payment within thirty (30) days after notice may result in forfeiture of all your interest in the real estate, or the Seller may sue you for the balance due under this Contract, even if the real estate has declined in value, or they may elect to foreclose this Contract, have the property sold at sheriff's sale, and sue you for any balance due after applying the proceeds of the sheriff's sale to the balance under this Contract. You should also be careful if your Seller is purchasing the real estate under a contract or is paying a mortgage, since its failure to make payments may result in you having to cure its defaults, including having to pay the entire balance of such mortgage or contract if it is accelerated. One possible default may be the failure of Seller to obtain permission to sell the real estate to you.
- b. If you are the Seller you should be aware that failure of the Buyers to properly care for the property may result in reduction in its value. Failure of the Buyers to make timely payments may result in continuing out-of-pocket expenses which you may not be able to recover from Buyers. Forfeiture of the real estate contract may also result in loss if it is worth less than the balance due on your contract. You should be careful to evaluate the Buyers' ability to pay the contract.

12. **Notice.** Any notice required under this Contract shall be deemed given when it is received in writing either by hand delivery or by certified mail, return receipt requested, directed to the parties at the addresses shown in this Contract.

13. **Duty of disclosure.** Seller agrees it has the duty to disclose material defects in the property of which it has actual knowledge and which a reasonable inspection by Buyers would not reveal.

14. **Environmental warranty.** Seller agrees to provide Buyers with a properly executed Groundwater Hazard Statement at closing showing any known wells, solid waste disposal sites, hazardous wastes, underground storage tanks or burial sites on the subject property.

15. **Entire agreement.** This Contract and any exhibits or schedules attached constitute the entire agreement between the parties hereto pertaining to the subject matters hereof and supersede all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matters hereof. No representation, statement or assertion made by either party but not included in this Contract shall have any force or effect. Any exhibits and schedules attached are hereby incorporated into and made a part of this Contract.

16. **Acceptance date.** If this Contract is submitted as an offer, then if it is not accepted by the Seller on or before (date) 7-14-16 at (time) noon, it shall become null and void. It shall be accepted only by Seller signing on the lines below and initialing the space next to the date of acceptance. If the offer is not accepted any funds submitted along with this Contract shall be returned immediately to Buyers. If Seller accepts this offer later than the date shown above, then this Contract shall be in full force and effect if Buyers ratify such acceptance in writing.

17. **Additional Terms.** _____

Sellers' Initials _____

Buyers' Initials YH _____

This offer is made on 7-6, 2016.

BUYERS (TO BE SIGNED UPON MAKING OFFER)

Todd Petersen
(Signature)

(Signature)

(SSN)

(SSN)

Todd Petersen
(Print name)

(Print name)

This offer is accepted on _____, 20____.

SELLER (TO BE SIGNED IF ACCEPTING OFFER)

(Signature)

(Signature)

(SSN)

(SSN)

(Print name)

(Print name)

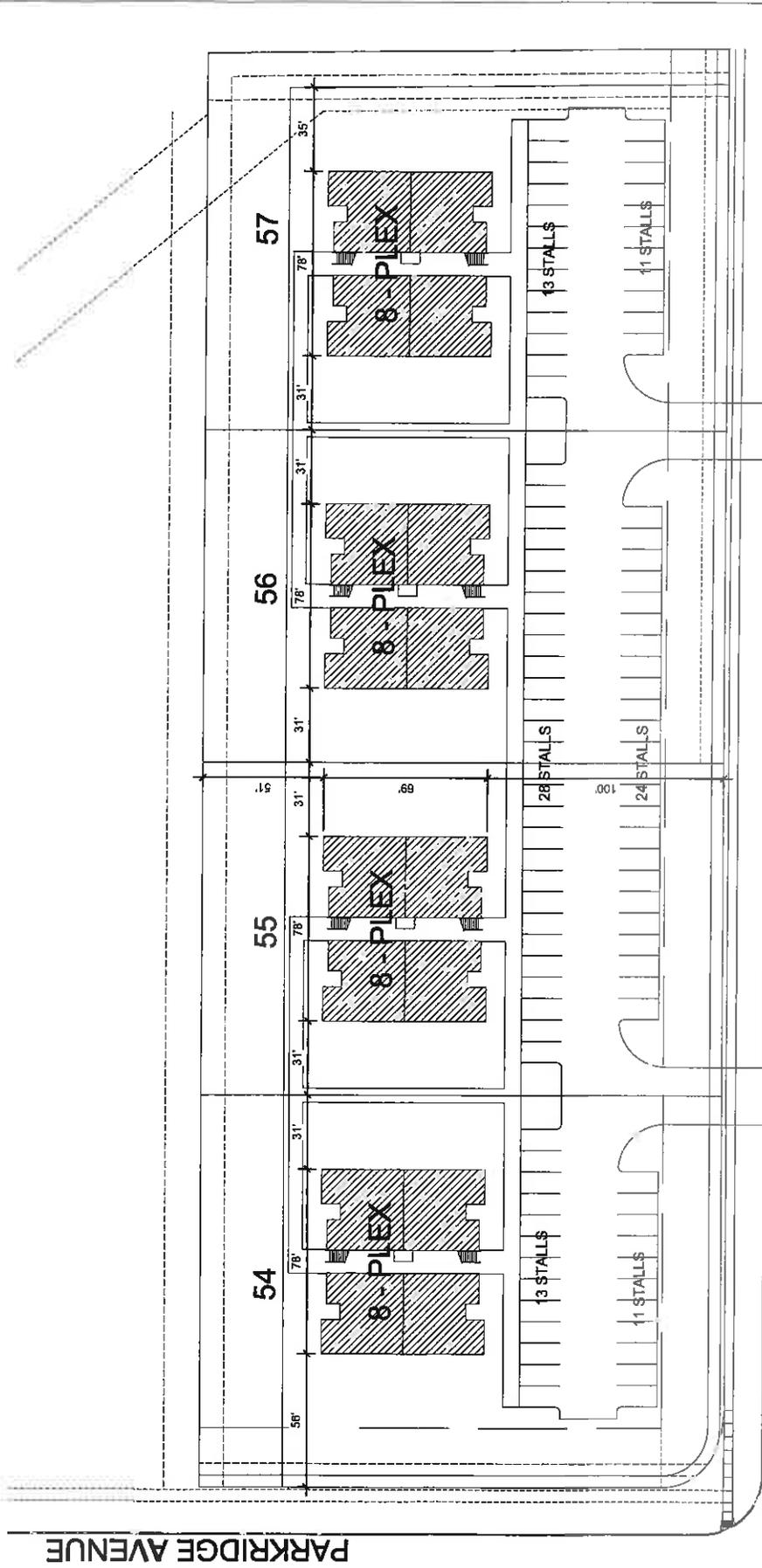
OR

(Entity name)

By _____
(Print name)

(Office)

TIN: _____



PARKRIDGE AVENUE

EAST 1ST STREET

JCorp, inc | P.O. Box 157, Huxley, IA 50124
 P. 515.277.4447
 WWW.JCORP.IA

Prairie Ridge Apartments | Site Plan
 07 / 06 / 16

RESOLUTION NO. 16-062

RESOLUTION APPROVING THE PROPOSED MARKET STUDY WITH HOSPITALITY CONSULTING GROUP

WHEREAS, the City received two proposals for a market study for motel feasibility; and

WHEREAS, the City of Huxley desires to contract the services of the Hospitality Consulting Group to perform the market study.

BE IT RESOLVED, THEREFORE, that the City Council of Huxley, Iowa does hereby approve the agreement as submitted and attached.

Roll Call	Aye	Nay	Absent
Kevin Deaton	—	—	—
Craig Hemmen	—	—	—
David Jensen	—	—	—
Dave Kuhn	—	—	—
Tracey Roberts	—	—	—

PASSED AND APPROVED this ___ day of July, 2016.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 16-062** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this __th day of July, 2016.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

Hospitality

CONSULTING GROUP

May 16, 2016

Mr. John Hall
Director of Business Development and Marketing
Ames Chamber of Commerce
304 Main Street
Ames, IA 50010

Dear Mr. Hall:

The Hospitality Consulting Group is pleased to present the following proposal to conduct a hotel market study for the Huxley, Iowa community. I feel strongly that my experience in analyzing hotel markets will be very helpful to you in identifying the community's hotel needs and in evaluating the potential for a successful new hotel development. This letter presents my understanding of the assignment, the services which I propose to provide, my qualifications, the timing and fees required and the conditions and limitations under which I would work.

Based on my experience in conducting hotel studies in smaller markets, I suggest that a two-phase market study is the most effective way to control the study costs and provide you with the information you need for decision making.

BACKGROUND AND UNDERSTANDING

I understand that Huxley is interested in attracting a hotel to meet the needs of its businesses and residents. A key component to this objective is a feasibility study that will identify the community's lodging needs, recommend appropriate facilities, project future performance, test economic viability, and document local market conditions and the recommended hotel project in a report for use by parties interested in a hotel development.

Hospitality Consulting Group proposes to assist in this project by evaluating and quantifying the level of lodging demand in the community and surrounding area and, if sufficient to support a new hotel, identify the appropriate quality level, size and scope of hotel facilities that will be economically viable.

SCOPE OF SERVICES

As the feasibility of the hotel project will be determined by both cash flow and cost considerations as well as by demand, I plan to conduct this assignment in two phases. The first phase consists of gathering market data, determining likely levels of utilization and average room rate, developing preliminary facility recommendations and preparing preliminary projections of cash flow available for debt service and return on equity. This will provide an indication of the economic feasibility of the hotel project and provides an opportunity for you to review and discuss the findings of the study. If the decision is made to complete the feasibility study, I would proceed to the second phase of the assignment.

The second phase of the study entails finalizing the scope of facilities, preparing revenue and expense projections for the recommended hotel, and documenting the study, its findings, conclusions, recommendations and financial projections in a final written report.

The scope of services that I propose to provide for the hotel feasibility study is described below.

Phase I: Market Study

The market study will focus on determining the level of demand that exists for a new hotel in Huxley and the size and quality of hotel and amenities that can be supported by this demand. The study will include the major tasks described below.

- Meet with you to discuss the background and objectives for the study, to obtain community information, and information and contacts at the major employers.
- Assemble and analyze economic and demographic data pertaining to the local and regional market to evaluate the present economic climate and to estimate future growth potential, particularly as it relates to lodging demand.
- Quantify the current overall demand for hotel rooms in the market area and prepare estimates of the future level of demand. Estimates will be made as to the share of market demand that is generated by commercial travelers, leisure travelers, group meetings, and any other identifiable sources of demand.
- Identify other competitive hotels in the area and evaluate them with respect to their age, facilities and amenities, rate structure and their relative competitiveness.

- Identify other proposed hotel developments in the market area, to the extent information is available; assess their probability of completion and the degree to which they will compete with the subject hotel.
- Recommend, on a preliminary basis, the quality and size of hotel and range of amenities that are suited to the identified market.
- From the analysis of economic indices and market factors, estimates of future lodging demand and likely market penetration for the recommended hotel will be developed from which the hotel's utilization (occupancy and average rate) levels will be projected for its first five years of operation.
- Preliminary hotel revenue projections will be prepared and the likely levels of cash flow will be estimated.
- Using hotel cost estimates derived from other hotel projects that I have been involved with and current hotel financing terms, a preliminary feasibility analysis will be prepared that evaluates the hotel's ability to meet debt service and provide a cash return on equity.

At this point in the study I will discuss the area's competitive hotel environment with you and provide this preliminary feasibility analysis. If the decision is made to complete the study, I will prepare Phase II of the assignment.

Phase II: Feasibility Study

- The scope of the recommended hotel will be refined and projections of room revenue, other revenue, and operating expenses will be prepared for the hotel to the level of cash flow available for debt service, for its first five years of operation.
- The overall economic feasibility of the project will be evaluated by calculating the debt service coverage and return on equity the hotel is estimated to generate.
- A final written report will be prepared that will contain my findings, conclusions, facility recommendations and financial projections, as well as the underlying data and documentation supporting the analysis. This report will be provided in draft form for your review and comment, prior to finalization.

QUALIFICATIONS

The *Hospitality Consulting Group* provides market analysis, financial projections and economic feasibility services to the hospitality industry. Our market studies are comprehensive and our facility recommendations are developed to maximize market share, yet be economically viable. We work closely with our clients to help them define financially feasible projects. I will personally conduct this study. I have an extensive background in hospitality consulting that encompasses market studies, valuations, appraisals, development and sales. I have performed more than 200 market studies in large and small communities throughout the country. My profile follows this proposal.

Over the last several years, I have worked with a number of smaller municipalities that are seeking to attract a new hotel. In some instances it has been their first hotel, in others it has been a modern hotel to upgrade the community's accommodations. Franchised hotels now dominate the lodging industry and the new prototypes have rendered older hotels obsolete for much of the traveling public. Although older franchised and independent hotels can function well in a market, many communities are surprised at the amount of lodging demand that is leaving to obtain lodging at newer hotels in surrounding towns. New hotel facilities typically bring additional lodging business to a community, as local residents will now hold social functions in town and meetings and other group functions can be accommodated.

Other communities where I have prepared hotel studies for public entities include:

Alexandria, IN	Hartford City, IN
Austin, IN	Hibbing, MN
Barnesville, MN	Lamoure, ND
Buffalo, MN	Lebanon, KY
Cannon Falls, MN	Monticello, MN
Canton, SD	Northfield, MN
Columbia City, IN	Orrville, OH
Delphi, IN	Prescott, WI
Dennison, OH	St. Charles, MN
Elk Point, SD	Winsted, MN

FEES AND TIME FRAME

Based on the scope of the work outlined, the fees for this engagement will be as follows:

Phase I:	Market study and preliminary Financial analysis	\$5,000
Phase II:	Feasibility Study and Written Report	<u>2,500</u>
Total		\$7,500

This fee includes all expenses associated with the assignment and three bound copies and an electronic copy of the final report. If additional bound copies are requested, they will be provided to you at reproduction cost.

If at any point during the study the project appears to be infeasible, I will stop work and advise you immediately. Also, you may terminate this engagement at any time by so informing us. In either case, you would only be responsible for the fees and expenses incurred to the point that the study is halted. If the scope of work is significantly expanded to include additional tasks, I reserve the right to negotiate a mutually acceptable fee revision.

In accordance with the Firm's policy on consulting engagements, a retainer of \$3,750 must accompany confirmation of this engagement. The remainder of the fee will be due at the conclusion of Phase I if the project is halted, or due upon receipt of the draft report in Phase II.

I usually can begin a new project within two weeks of receiving notification. I will use my best efforts to complete the feasibility study within four weeks of beginning the assignment.

TERMS AND CONDITIONS

The report will be based on estimates, assumptions and other information developed from my research of the market, knowledge of the industry and meetings with you and/or other officials. The sources of information and bases of my estimates and assumptions will be stated in the report. The terms of this engagement are such that I will have no obligation to revise the report or the projected operating results to reflect events or conditions that occur subsequent to the completion of my field work in the market. However, I will be available to discuss the necessity for future revision because of changes in the economic or market factors affecting the proposed project.

Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by the prospective analyses will vary from those described in the report, and the variations may be material. My report will contain a statement to this effect. Further, Hospitality Consulting Group will not be responsible for future marketing efforts and other management actions upon which actual results will depend.

My report is intended for the information of the City of Huxley and the Ames Economic Development Commission to assist in their efforts to attract a hotel. It may also be used in its entirety in support of financing efforts for the proposed project. However, neither the report nor its contents may be referred to or quoted in any registration statement, prospectus, private placement memorandum, appraisal or other investment document without my review and written consent. It is agreed that the liability of Hospitality Consulting Group and its employees is limited to the amount of fee paid as liquidated damages.

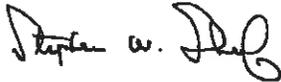
ACCEPTANCE PROCEDURE

If this proposal meets with your approval, please return a signed copy of this engagement letter along with a retainer check in the amount of \$3,750 as authorization to proceed with the engagement.

If you have any questions or would like to discuss this proposal further, please feel free to call. I look forward to working with you on this project.

Sincerely,

HOSPITALITY CONSULTING GROUP



Stephen W. Sherf
President

ACCEPTED BY: _____

TITLE: _____

DATE: _____

Profile

Stephen Sherf – President, Hospitality Consulting Group

Stephen Sherf has over 30 years of operational and consulting experience in the hospitality industry. He spent 15 years with a large national public accounting firm, where he was the partner-in-charge of the hospitality consulting division for the Upper Midwest. He also started a gaming consulting company where he worked for 15 years, and most recently, founded a hospitality consulting company.

Mr. Sherf has an extensive background in hospitality consulting that encompasses market studies, valuations, appraisals, development and sales. He has performed market studies and other advisory services for over 200 hotel projects located throughout the country, for clients that include developers, lenders, hotel companies, and municipalities.

He also has worked on numerous income producing real estate projects that include nursing homes, elderly housing, subsidized and market rate housing, office buildings, retail developments, water parks convention centers, ice arenas, restaurants, convenience stores, bowling alleys and cinemas.

Operating positions held during Mr. Sherf's career include restaurant manager, auditor, Vice President of Development for a hotel company, and Treasurer for a gaming company where he oversaw the operations of three Colorado casinos.

Mr. Sherf is known for his hands-on involvement and realistic conclusions. Where appropriate, development recommendations are backed by an economic feasibility analysis and a sensitivity analysis to assess risk.

He has provided expert witness testimony relating to the valuation of hotels and restaurants and business interruption claims. He has taught continuing education seminars and spoken at gaming, investment, and state appraisal conferences. He has been a guest lecturer at the University of Minnesota Graduate School of Business and Stout University. He is frequently quoted in local newspapers and business magazines.

Mr. Sherf received an undergraduate degree in economics and an MBA in finance from Cornell University. He holds a real estate license in Minnesota and Wisconsin and has taken several American Appraisal Institute courses. He is a Certified Public Accountant (inactive), is active in the Minnesota Lodging Association, has served on the planning commission for the City of Minnetrista, and has held a Colorado gaming license.

PUBLIC SAFETY

HUXLEY POLICE DEPARTMENT

515 N MAIN AVE. HUXLEY, IOWA 50124 PHONE: 515-597-2002 FAX: 515-597-2006

July 7, 2016

Mayor Craig Henry
Administrator Haldeman
Huxley City Council

REF: Outdoor Warning Siren (OWS)

Huxley Communications is abandoning the buried cable that supports our OWS and allows us to set off 3 of them which are located at Centennial Park, Nord Kalsem Park and in the 500 blk of E 1st St. They have been installing new fiber lines and fiber will not support the system to set off the OWS. A new siren receiver will need to be installed on each of the 3 OWS.

The quote of 3 siren receivers and equipment from Electronic Engineering is \$7,612.00.

The quote to install each receiver on each OWS from Bruce Moody with Moody Electric Inc. is \$6,600.00.

These siren receivers will have to be installed soon so the OWS can be continued to be used.

I have included the letter from Huxley Communications, Electronic Engineering and Moody Electric Inc.

If you have any questions, please let me know.

Thank You,

Mark A. Pote
Police Chief



102 N. Main Avenue
P.O. Box 36
Huxley, IA 50124

PH 515-597-2281
TF 800-231-4922
FX 515-597-2899

www.huxcomm.net

June 23, 2016

Mr. John Haldeman
City of Huxley
515 N. Main Avenue
Huxley, Iowa 50124

RE: Buried Cable and Sirens

Dear John,

Huxley Communications Cooperative will be abandoning the buried cable in our entire system in the near future. The abandonment could be after 12-31-16, but we think it will happen in 2016. The new fiber we are installing will not support the current system in place. We are notifying you to make sure you have ample time to replace the sirens which are fed by the buried cable system.

Let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary A. Clark". The signature is fluid and cursive, with a large initial "G" and "C".

Gary A. Clark, General Manager

cc: Mark Pote



MOTOROLA

Authorized Two-Way
Radio Dealer

Electronic Engineering Co.

2220 East Lincoln Way
Ames, IA 50010-6567
(515)232-5385 fax (515)232-5540

Cost & Equipment Requirements

Siren Receiver

Prepared For: City of Huxley
Attn: Mark Pote - Chief of Police

Your Account Representative

Name: Rich Weiss
Phone: (515) 232-5385
Fax: (515) 232-5540
WATS: (800) 343-7718

Qty	Description	Unit Price		Extended Price
3	Sentry Siren GEN-3 VHF Siren Receiver with single activation, plus cancel. 1-year warranty. Price includes all programming to match your tones for other sirens in town. This receiver is in a lockable, weatherproof cabinet that is suitable for indoor our outdoor installation.	\$2,303.00	ea.	\$6,909.00
	Note: This receiver comes with a small antenna mounted on the cabinet and connected to the receiver. We recommend an external antenna mounted higher on the pole. The following items would be used.			
3	Outdoor Fiberglass VHF omni-directional base station antenna.	\$170.00	ea.	\$510.00
60	ISE00030 - LMR195 Coax for antenna to receiver run.	\$0.80	ea.	\$48.00
3	Connector kit for coax top and bottom. (Installed on coax.)	\$30.00	ea.	\$90.00
			ea.	
	Note: Pole mount for fiberglass antenna to be fabricated by your electrician. (Bruce Moody built the last one.)		ea.	
			ea.	
			ea.	

Equipment Total \$7,557.00

Installation & Maintenance

<i>Remarks/Terms: Visa, Master Card, Discover, Personal Check, Net 10</i>	Extended Total		\$7,557.00
	Sales/Use Tax	7.00%	
	Shipping / Travel		\$55.00
	Total		\$7,612.00

Prices quoted are F.O.B factory. Quotation good for 30 days.
Delivery: Receipt of goods should arrive from factory in approximately
21-days from receipt of order.

Quotation Prepared By: Name: <u>Rich Weiss</u> Date: <u>July 6, 2016</u>	Accepted By: Name: _____ Date: _____
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July 6, 2016

City of Huxley

The following cost will be for the install of antennas and communication boxes for tornado sirens.

Cost: \$6600.00

Any Additional components that are needed will be a extra.

No applicable taxes are included in the above costs.

Bruce Moody of Moody Electric, Inc. thanks you for the opportunity to supply you with the above quote.

Moody Electric, Inc.

Bruce Moody