

CITY OF HUXLEY

TUESDAY – JUNE 13, 2017 – 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 13TH DAY OF JUNE, 2017 TO DISCUSS THE MATTERS ENUMERATED IN THE AGENDA LISTED BELOW.

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) PRESENTATION(S): NONE
- 3.00) PROCLAMATION(S): *NATIONAL AFFORDABLE HOUSING MONTH*
- 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:
May 23, 2017 -- Regular Council Meeting and Worksession
- 4.02) TO APPROVE FINANCIAL REPORTS AND PAYMENT OF BILLS.
- 4.03) TO APPROVE BEER, WINE AND LIQUOR LICENSES, CIGARETTE PERMITS/ RENEWALS.
- 4.04) TO APPROVE APPLICATION FOR DOMESTIC CHICKENS
- 5.00) PUBLIC HEARING(S): NONE

AGENDA ITEMS:

- 6.00) COMMUNITY BETTERMENT: NONE
- 7.00) PUBLIC SAFETY: NONE
- 8.00) FINANCE:
 - 8.01) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 17-038 ON APPROVING CONTRACT EXTENSION FROM THE BAKER GROUP.
 - 8.02) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 17-039 ON APPROVING CUSTODIAL SERVICES PROPOSAL FROM QUALITY ONE.
 - 8.03) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 17-040 ON APPROVING THE SUBMISSION OF A HMG TO FEMA.
 - 8.04) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 17-041 ON APPROVING PURCHASING POLICIES PER FEMA GRANT.
 - 8.05) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 17-042 ON APPROVING PROCUREMENT PER FEMA GRANT.

9.00) LEISURE ACTIVITIES: NONE

10.00) ADMINISTRATIVE BUSINESS: NONE

COMMENTS FROM STAFF, COUNCIL AND MAYOR.

ADJOURNMENT

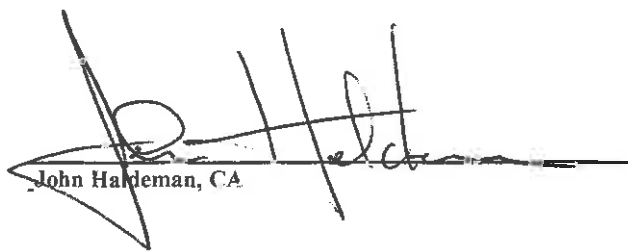
THIS NOTICE IS HEREBY GIVEN AT LEAST 24 HOURS PRIOR TO THE COMMENCEMENT OF THE MEETING SPECIFIED ABOVE. THIS WAS DONE BY ADVISING THE NEWS MEDIA WHO HAVE FILED A REQUEST FOR NOTICE AND BY POSTING THE NOTICE ON THE WINDOW IN THE LOBBY AREA IN CITY HALL THAT IS ACCESSIBLE AND VIEWABLE TO THE PUBLIC. THIS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

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.

- 1.) EOP Planning
- 2.) Housing Trust Fund
- 3.) CIP and Financing
- 4.) Miscellaneous



John Hardeman, CA

CITY OF HUXLEY, IOWA

PROCLAMATION

Whereas, access to safe, stable and affordable housing throughout Story County impacts the lives of individuals and the economic vitality of our community.

And whereas, Habitat for Humanity of Central Iowa is working closely with organizations who build, develop and support affordable housing initiatives.

And whereas, everyone benefits with affordable housing — the people who reside in these properties, their neighbors, businesses, employers and the community as a whole.

And whereas, calling attention to the needs and benefits of affordable housing is paramount to the growth of our community.

Now, therefore, I Craig D. Henry on behalf of the City Council and the citizens of Huxley, Iowa do hereby proclaim the month of June, 2017, as ***NATIONAL AFFORDABLE HOUSING MONTH***, a month dedicated to educating the community about the importance and value of safe, stable and affordable housing in Huxley, Iowa and throughout Story County.

NATIONAL AFFORDABLE HOUSING MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Huxley, Iowa to be affixed on this 13th Day of June, 2017.

Craig D. Henry, Mayor

(seal)

**City of Huxley
Huxley Police Department
May 2017
Monthly Report**

5/2/2017 5:30 PM Officer was called to the 100 block of National for an out of control juvenile. Officer assisted the parent with the juvenile.

5/3/2017 1:06 PM Officer arrested a 33 year old Ames man who had a warrant. He was transported to the Story County Jail in Nevada.

5/3/2017 4:54 PM Officer responded to a car vs. deer accident on 315th and 560th. A vehicle operated by a Parnell, IA woman struck a deer causing approximately \$4000 in damage.

5/4/2017 10:30 AM Officer received a harassment complaint at the 100 block of National Drive. A juvenile female reported being harassed by several other juveniles. Contact was made with the offending parties who agreed to stop the behavior in order to avoid future police attention.

5/5/2017 11:00 AM Officer responded to a Criminal Mischief complaint at the 500 block of E 5th Street. A juvenile living at the residence damaged a safe causing approximately \$200 in damage. He was transported to Rosedale in Ames on a parental placement.

5/5/2017 3:27 PM Officer responded to a domestic altercation at the 200 block of Oak Blvd. The altercation was verbal in nature and both parties agreed to remain separated for the rest of the evening.

5/9/2017 8:09 PM Officer responded to a dog bite at the 100 block of National Drive. A Huxley juvenile was bit on the finger by a neighboring dog. The dog was up to date of vaccinations.

5/10/2017 2:45 AM Officer responded to a domestic altercation at the 200 block of 3rd Ave. The altercation was verbal and both parties agreed that they could cohabitate for the remainder of the night with no further problems.

5/11/2017 5:15 AM Officer arrested a 22 year old Ames woman for Public Intoxication at the Ballard Plaza.

5/11/2017 4:17 PM Officer responded to a car accident at the 900 block of Ballard Drive. A vehicle operated by a Huxley man struck a pile of river rock that was left in the street next to a new construction site causing approximately \$1100 in damage.

5/14/2017 Several storage units around town had been broken into and several items taken. On the 18th, one of the burglaries was interrupted at approximately 2AM. Arrest warrants were filed for a 33 year old Ottumwa man for Burglary 3rd, Theft 3rd, Interference with Office Acts, Providing False Information, and Driving Under Suspension. Evidence from other storage units were taken to the DCI lab in Ankeny for further testing to see if these can be tied to this Ottumwa man.

5/18/2017 4:48 PM Officer responded to a two vehicle accident on E 1st near 560th. A vehicle operated by a 60 year old Ames woman pulled out in front of a rural Cambridge driver causing over \$4000 in damage to the Cambridge man's vehicle and totaling the Ames driver's vehicle. Both were transported to the Hospital for injuries.

5/21/2017 1:15 AM Officer stopped a vehicle for a traffic violation on Highway 69 near National Drive. The driver of the vehicle, a 43 year old Huxley man, was arrested for Driving Under Suspension.

5/21/2017 2:30 PM Officer responded to a theft report at a construction site at the 900 block of Ballard Drive. Several tools were taken from a construction trailer. Total lost approximately \$800.

5/21/2017 10:30 PM Officer responded to a domestic altercation at the 500 block of Prairie Ridge. The altercation was verbal and both parties agreed that they could cohabitate for the remainder of the night with no further problems.

5/23/2017 3:30 PM Officer cited an 18 year old Slater woman for a school bus stop arm violation at the 1200 block of Sandcherry.

5/23/2017 5:45 PM Officer stopped a vehicle at the 300 block of Oak Blvd. The driver of the vehicle, a 34 year old Ames man was suspended from driving. He was arrested for Driving Under Suspension.

5/26/2017 6:00 PM Officer transported a Huxley juvenile to Rosedale in Ames on a parental placement from the 500 block of N 2nd Ave.

5/28/2017 11:00 PM Officer responded to an altercation at the 100 block of Oak Blvd. A Huxley man had come home to his residence to find an acquaintance hiding in his closet. A loud argument followed and a Huxley female fled the scene. After a positive identity of the female is gained the investigation will continue.

5/29/2017 11:00 AM Officer received a harassment complaint at the 1200 block of Sandcherry. Contact was made with a 22 year old Nevada man who was advised to stop the harassing behavior in order to avoid future police attention.

5/29/207 6:14 PM Officer received a theft call at the 300 block of Main Ave. A black single speed bike valued at \$50.00 was taken from a bike rack.

Huxley Officers had ten arrests for the month. Three were for Driving Under Suspension, one was for Criminal Mischief, one was for Public Intoxication, one was for Burglary, one was for Theft, one for Interference with Official Acts, one for Providing False Information, and one arrest warrant served. Officers issued ten citations for the month for traffic offenses and gave sixty six warnings. Officers received 194 calls for service or information and had a total of 434 contacts for the month. Officers used 280 hours toward investigations or providing service and gave 434.75 hours of general patrol.

Mark Pote



Chief of Police

Huxley

Monthly Aggregate	January	February	March	April	May	June	July	August	September	October	November	December	Yearly Aggregate
Arrests	5	9	12	12	10	0	0	0	0	0	0	0	48
Traffic Citations	13	23	24	18	10	2	0	0	0	0	0	0	90
Traffic Warnings	60	75	88	82	66	1	0	0	0	0	0	0	372
Parking Tickets	6	17	21	2	4	0	0	0	0	0	0	0	50
Alcohol-.02	0	0	0	0	0	0	0	0	0	0	0	0	0
Alcohol- Consumption	16	12	21	18	18	0	0	0	0	0	0	0	85
Alcohol-Open Container	1	0	2	0	0	0	0	0	0	0	0	0	3
Alcohol-Possession	1	1	0	0	0	0	0	0	0	0	0	0	2
Alcohol-Pub. Intox	0	1	0	1	1	0	0	0	0	0	0	0	3
Alcohol-OWI	2	1	1	2	0	0	0	0	0	0	0	0	6
Animal Call	5	10	5	13	7	2	0	0	0	0	0	0	42
Assaults	0	1	0	2	1	0	0	0	0	0	0	0	4
Assist Fire/Med/Co	21	32	32	22	30	1	0	0	0	0	0	0	138
Assist Motorist	16	6	16	25	12	1	0	0	0	0	0	0	76
Burglary	1	0	0	2	9	0	0	0	0	0	0	0	12
Child Abuse	1	0	0	0	0	0	0	0	0	0	0	0	1
Civil Dispute	2	4	2	3	4	0	0	0	0	0	0	0	15
Criminal Mischief	1	7	0	2	2	0	0	0	0	0	0	0	12
D, P & Q	4	2	5	5	5	0	0	0	0	0	0	0	21
Drug Paraphernalia	0	5	4	2	1	0	0	0	0	0	0	0	12
Disorderly Conduct	0	2	0	0	1	0	0	0	0	0	0	0	3
Domestic	6	0	3	2	11	0	0	0	0	0	0	0	22
Harassment	3	6	0	5	6	0	0	0	0	0	0	0	20
Info. Call	176	166	144	173	194	5	0	0	0	0	0	0	858
Mental Patient	4	10	9	7	0	0	0	0	0	0	0	0	30
Missing Person	0	2	1	1	0	0	0	0	0	0	0	0	4
Sex Abuse	0	0	1	1	0	0	0	0	0	0	0	0	2
Susp/Rev/Barred Driver	2	2	6	3	3	0	0	0	0	0	0	0	16
Susp. Person	6	7	3	7	10	0	0	0	0	0	0	0	33
Susp. Vehicle	7	7	4	1	7	0	0	0	0	0	0	0	26
Traffic Call	16	17	14	11	11	0	0	0	0	0	0	0	69
Traffic Accident	8	4	6	7	4	0	0	0	0	0	0	0	29
Trespass	1	2	0	2	2	0	0	0	0	0	0	0	7
Theft	5	1	1	8	5	0	0	0	0	0	0	0	20
Unattended Death	0	0	1	1	0	0	0	0	0	0	0	0	2
	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Contacts	389	432	426	440	434	12	0	0	0	0	0	0	2133
Investigations	30	22.5	14.5	29	42	0	0	0	0	0	0	0	138
On-Call	6.25	0	0	0	0	0	0	0	0	0	0	0	6.25
Office / Other	250.5	235	260.75	251	236	8.5	0	0	0	0	0	0	1241.75
Patrol / SRO	441.25	413.75	437.5	459.25	434.75	13.25	0	0	0	0	0	0	2199.75
	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Hours	728	671.25	712.75	739.25	712.75	21.75	0	0	0	0	0	0	3585.75

Huxley City Council Minutes

Tuesday, May 23, 2017

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: Jensen, Kuhn, Deaton, Roberts, Hemmen

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

GUESTS PRESENT: Darold Primmer, Bob Shearer, Avis Stensland, Joyce Hornstein, Dave Mikkelsen, Ernie & Gloria Wilkening, Charles & Kathy Lee, Bob Gibson, Brandon Brady, Steve Domino, Chris Gardner, Mark DeYoung, Cindy Hildebrand, Kinnan, Dan Engstler, Kris Gardner, Kristina & Phil Brekke, Sharon Nelson

CONSULTANT PRESENT: Forest Aldrich, city engineer

COMMENTS FROM PUBLIC: Council began discussion regarding email received from Terry Coffman requesting city to spray for weeds on area next to his property. Council decided to discuss further at work session following council meeting.

CONSENT AGENDA:

MOTION-Hemmen, Second - Deaton to Approve All Agenda Items Excluding Item 4.06 on Agenda Regarding Chickens on Property.

- Approve May 9, 2017 Regular Council Meeting & Work Session Minutes
- Approve Financial Reports and Payment of Bills
- Approve Tobacco Permit for Both Casey's

Roll Call: Deaton, Kuhn, Jensen, Hemmen, Roberts voted yes. Motion Carried

Claims:

ALAN RAHE	BASKETBALL LEAGUE OFFICIAL	125.00
AMERICAN LIBRARY ASSOCIATI	ANNUAL MEMBERSHIP	137.00
ANKENY SANITATION	CENTENNIAL PARK	293.34
BACKFLOW SOLUTIONS, INC.	ANNUAL ONLINE SUBSCRIPTION	300.00
BOOK LOOK	BOOKS	1,731.73
BOUND TREE MEDICAL	MEDICAL SUPPLIES	2,080.67
BRICK GENTRY P.C.	BOND CLAIMS	5,825.00
BUD'S AUTO REPAIR INC	TAHOE SERVICE	199.36
BULBGUY LIGHTING	TWO LED LIGHTS	78.72
CARPENTER UNIFORM CO.	OFFICER SHIRT FOR ANTHONY	61.97
CASEY'S GENERAL STORES INC	GASOLINE	1,133.95
CATHY VANMAANEN	REIMBURSEMENT FOR GAS	94.16
CENTERPOINT LARGE PRINT	WESTERN HARDCOVERS	41.34
CHESTNUT SIGNS	REPAIR ON CITY SIGN	429.75
CHITTY GARBAGE SERVICE INC	FD GARBAGE SERVICE	21.40
CHOICE1 HEALTH CARE SERVIC	TEST STRIPS	49.90
CLINTON H. THOMPSON	BASKETBALL LEAGUE OFFICIAL	200.00
COCHRAN HTG & CLG	REPAIR DEHUMIDIFIER	228.00
COMPASS MINERALS AMERICA	COARSE BULK SALT	3,304.81
CONSUMERS ENERGY	GAS & ELECTRIC	9,322.84
COUNTRY LANDSCAPES INC.	TREES FOR PLANTING IN PARKS	1,961.00
DOLLAR GENERAL CORPORATION	PROGRAM SUPPLIES	150.35
ELECTRONIC ENGINEERING	SIREN REPAIR/MAINTENANCE	200.00
ENGINEERED EQUIPMENT SOLUT	PROLL MONITOR 230V	537.54
ERICA WEEKS	FITNESS CLASS REFUND	36.00
FOREMOST PROMOTIONS	PENCILS, TATTOOS, STICKERS	240.15
FREEDOM TIRE	TIRE TUBE	15.95
GATEHOUSE MEDIA IOWA HOLDI	LEGAL PUBLICATIONS	319.47
HAWKINS, INC.	WATER CHEMICALS	2,057.13
HEATHER DENGEL	FITNESS INSTRUCTOR	578.88
HUXLEY COOP TELEPHONE CO.	CABLE, PHONE, INTERNET	1,773.97
INSTITUTE OF PUBLIC AFFAIR	IOWA MUN. LEADER'S HANDBOOK	98.00
INTEGRATED PRINT SOLUTIONS	BAM BAM TSHIRTS	286.40

INTERNAL REVENUE SERVICE	FED WITHHOLDING TAX	10,315.28
IOWA CODIFICATION INC	MAY 2017 ORDINANCE SUPPLEMENT	306.00
IOWA DOT	TRASH BAGS & ZIP TIES	97.80
IOWA ONE CALL	EMAIL LOCATES	99.00
JEREMY J. ARENDS	APRIL TREASURER'S REPORT	80.00
KEVIN SCHULZE	BASKETBALL LEAGUE OFFICIAL	200.00
LAURIE OXLEY	FITNESS INSTRUCTOR	124.62
LIBERTY READY MIX	CONCRETE	4,738.50
LORRAINE STANLEY	AMBULANCE REFUND	81.71
LOWE'S	LUMBER	19.02
MARCO, INC.	PRINTER MAINTENANCE CONTRACT	373.09
MARTIN OIL WHOLESALE	DIESEL FUEL	1,150.55
MIDWEST BREATHING AIR SYST	QUARTERLY AIR TEST	179.65
MOODY ELECTRIC, INC.	REPAIR LIGHT AT BBALL COURT	422.44
MUNICIPAL SUPPLY	MISC. SUPPLIES FOR WATER PLANT	603.25
NAPA AUTO PARTS	40 AMP FUSE	4.39
NCL OF WISCONSIN INC.	THERMOMETERS	143.64
NEVADA PARKS AND RECREATIO	CIRL BASKETBALL LEAGUE REFEREE	509.76
OXEN TECHNOLOGY	OFFICE 365 ONLINE MONTHLY FEE	152.00
PCC AN AMBULANCE BILLING S	APRIL AMBULANCE BILLING	374.48
POSTMASTER	POSTMASTER	325.75
QUICK'S HARDWARE HANK	SEE ATTACHED	521.31
RAYMOND DRUMMOND	BASKETBALL SCOREKEEPER	30.00
RYAN HEINTZ	BASKETBALL LEAGUE OFFICIAL	125.00
SAFE BUILDING COMPLIANCE &	BUILDING INSPECTIONS	5,914.06
SAM'S CLUB MC/SYNCEB	SEE ATTACHED	3,701.67
SIERRA WEGENER	YOUTH TRACK CLINIC INSTRUCTOR	45.00
STAPLES ADVANTAGE	PAPER, POST-ITS, TAPE, ENVELOPE	293.50
STORY COUNTY RECORDER	HAB FOR HUMAN-MORTGAGE RELEASE	7.00
SYDNEY SMITH	YOUTH TRACK CLINIC	90.00
SYNCEB/AMAZON	BOOKS AND MOVIES	57.00
TASC	FLEX BENEFIT PLANS	617.88
THE CARTRIDGE CONNECTION,	TWO HIGH YIELD TONER CARTRIDG	239.90
TONYA BECKER	FITNESS INSTRUCTOR	680.05
VAN-WALL EQUIPMENT INC.	DRIVE SHAFT	1,163.78
VERIZON WIRELESS	AMBULANCE CELL PHONES	466.54
VISA	POSTAGE, LAPTOP, BIT DEFENDER	445.65
WINDSTREAM IOWA COMMUNICAT	PD PHONE AT DISPATCH	69.70
Payroll		45,291.07
Grand Total		\$114,023.82

PUBLIC HEARINGS:

PUBLIC HEARING ON AMENDING FY 2017 BUDGET

Mayor opened meeting at 6:08pm. John Haldeman, city administrator, explained amendments stating that the largest amendment was for bond refinancing. Motion – Deaton, Second – Roberts to close hearing at 6:09pm.

PUBLIC HEARING ON ANNEXATION OF DEVELOPMENT KNOWN AS IRON BRIDGE

Mayor opened meeting at 6:09pm. Chris Gardner, developer of Iron Bridge, stated that the annexation was 100% voluntary. Motion – Deaton, Second – Hemmen to close hearing at 6:11 pm.

PUBLIC HEARING ON AMENDING LAND USE MAP FOR GROUND KNOWN AS IRON BRIDGE

Mayor opened meeting at 6:12 pm. Land Use Map must be updated before it can be included in city's Comprehensive Plan. Cindy Hildebrand, Story County resident, expressed her concerns with the development's possible affect on natural resources of area. Stated that Story County Planning and Zoning Commission denied approval of annexation. However, Story County Supervisors did approve annexation. Motion – Kuhn, Second – Deaton to close hearing at 6:23pm

PUBLIC HEARING ON REZONING GROUND KNOWN AS IRON BRIDGE

Bob Gibson, Iron Bridge engineer, reported to council that the property on south side of creek that runs through development will be residential, zoned R-1, and that the property on north side of creek will be zoned A-1. There are no plans to build in northern section of development; will remain a naturalized area. City engineer reported that septic systems will be placed in front yards of residencies, closer to street and access to city system. Septic system will be reviewed by specialized/certified engineers and strongly regulated by State and County laws. Motion – Kuhn, Second – Deaton to close hearing at 6:35pm.

MOTION – Hemmen, Second – Roberts on Resolution No. 17-028 to Approve Iron Bridge Preliminary Plat As Amended Subject to Annexation and Rezoning. Roll Call: Jensen, Kuhn, Deaton, Roberts, Hemmen voted yes. Motion passed.

MOTION - Deaton, Second – Hemmen on Recommendation from Planning and Zoning Commission to Approve Resolution No. 17-032 for the Annexation of Iron Bridge. Roll Call: Jensen, Kuhn, Deaton, Roberts, Hemmen voted yes. Motion passed.

MOTION – Hemmen, Second – Kuhn on Resolution No. 17-033 to Approve the Amended Comprehensive Plan's Land Use Plan. Roll Call: Jensen, Kuhn, Deaton, Roberts, Hemmen voted yes. Motion passed.

MOTION – Roberts, Second – Deaton on First Reading of Ordinance Number 462 to Rezone the Ground Being Annexed Known as Iron Bridge Development from A-1 to PUD. Roll Call: Jensen, Kuhn, Deaton, Roberts, Hemmen voted **yes. Motion passed.**

MOTION – Roberts, Second – Hemmen to Waive Second and Third Readings of Ordinance 462. Roll Call: Jensen, Kuhn, Deaton, Roberts, Hemmen voted yes. Motion passed.

MOTION – Hemmen, Second – Kuhn on First Reading of Ordinance 463 to Amend Provisions of the Ordinance Regarding Fireworks Use. City attorney, Amy Beattie, recommended that council clean up city's current ordinance that bans use of fireworks to include specific language on illegal usage and fines imposed by Iowa law. Phil and Kristina Brekke, 203 Campus, expressed their desire to sell fireworks in the city. Roll Call: Kuhn, Deaton, Roberts, Hemmen voted yes; Jensen voted no. Motion passed.

MOTION – Kuhn, Second – Deaton to Waive Second and Third Readings of Ordinance 463. Roll Call: Kuhn, Deaton, Roberts, Hemmen voted yes, Jensen voted no. Motion passed.

MOTION – Deaton, Second – Hemmen on Resolution No. 17-034 Regarding a Moratorium on the Sale of Consumer Fireworks Within the City of Huxley, Iowa. City attorney informed council that State Fire Marshall had not yet determined State regulations for the sale of fireworks. Council decided to begin process to determine language necessary to create ordinance on sale of fireworks within city limits. New ordinance will be completed by September 12, 2017. Roll Call: Kuhn, Deaton, Roberts, Hemmen voted yes; Jensen voted no. Motion passed.

MOTION – Roberts, Second – Jensen on Resolution No. 17-035 to Amend the FY 2017 Budget. Roll Call: Jensen, Kuhn, Deaton, Roberts, Hemmen voted yes. Motion passed.

MOTION – Deaton, Second – Hemmen on Resolution No. 17-036 to Revise Fee Schedule for Parks and Recreation and 3C's Building. New rental rates will be effective July 1, 2017. Council stated that rates will apply to Ballard school usage which will be in lieu of 28E Agreement. Roll Call: Jensen, Kuhn, Deaton, Roberts, Hemmen voted yes. Motion passed.

MOTION – Roberts, Second – Jensen on Resolution No. 17-037 to Approve Farm Lease with the City of Huxley. Jeff Peterson, Public Works Director, explained to council the one year agreement will allow tenant (nearby farmer) to farm the approximately nine acres surrounding the Wastewater Treatment Plant in exchange for the regulated removal of bio-solids (sludge) from plant. Roll Call: Jensen, Kuhn, Deaton, Roberts, Hemmen voted yes. Motion passed.

MISCELLANEOUS:

- Brandon Brady, property owner of 1006 Timberlane, asked council if ducks could be allowed within city limits. Mr. Brady explained the benefits of owning flyless ducks on property. Council will discuss at future work session.
- City engineer reported that pre-construction meeting had been held with Con-Struct to begin above ground work on Main Avenue Stormwater project. Work to be performed by contractor had been reduced as public works staff had been doing some of the necessary work.
- Councilman Kuhn thanked Parks and Recreation Director for his efforts with city-wide garage sale. It was suggested by mayor that start times only be listed on flyers and remove end times so residents can hold garage sale as long as desired.
- Council remarked that new playground in Nord Kalsem park looked great and thanked public works staff for all their hard work.

ADJOURNMENT: Motion –Roberts, Second - Deaton to adjourn meeting at 8:15pm. 5 ayes, 0 nays. Motion carried.

WORK SESSION:

Mayor opened meeting at 8:25 pm.

Coffman/Spraying- Mr. Coffman, resident who lives east of town, requested that the city spray for weeds and dandelions along 1st Street next to his property or return the area to natural prairie grass to avoid the constant battle of fighting weeds on his property. Neighboring property is owned by city. Public Works Director explained to council that city mows property to keep it maintained and does not spray area. City will not spray certain areas which are close to residents to avoid possible problems with spray accidentally going onto private property and causing damage.

Council asked status of Huxley Development Corporation (HDC). City administrator responded that HDC no longer holds meetings as there is no activity to report.

ADJOURNMENT: Motion –Jensen, Second – Hemmen to adjourn meeting at 8:50pm. 5 ayes, 0 nays. Motion carried.

Craig D. Henry, Mayor

Attest:

Jolene R. Lettow, City Clerk

6-13-17 Claims List

	A	B	C
1	VENDOR NAME	DESCRIPTION	GROSS AMOUNT
2	ADVANTAGE HOMES	BUILDING PERMIT DEPOSIT REFUND	\$ 500.00
3	AFLAC	AFLAC	\$ 189.26
4	ALAN RAHE	BASKETBALL LEAGUE OFFICIAL	\$ 125.00
5	ALLIANT ENERGY	GAS AND ELECTRIC	\$ 7,760.76
6	ANKENY SANITATION	CENTENNIAL PARK, WWTP, NORD KALSEM, 3C'S, MAINT. SHOP	\$ 293.34
7	ARNOLD MOTOR SUPPLY	FIX BRAKES ON PARKS TRUCK	\$ 34.16
8	AVESIS INCORPORATED	VISION INS	\$ 301.25
9	BAKER GROUP	MAINT AGREEMENTS	\$ 7,565.00
10	BOLAND RECREATION	PLAYGROUND AT NORD KALSEM	\$ 78,500.00
11	BOUND TREE MEDICAL	MEDICAL SUPPLIES	\$ 3,304.43
12	BREON HARVEY-VANLOO	YOUTH SOCCER OFFICIAL	\$ 180.00
13	BRICK GENTRY P.C.	LEGAL FEES	\$ 6,462.50
14	BROWN SUPPLY CO. INC.	CRACK FILLING POT & SQUEEGEE	\$ 213.00
15	CAPITAL CITY EQUIPMENT CO.	PARTS FOR MOWER	\$ 140.10
16	CASEY'S GENERAL STORES INC	GASOLINE	\$ 1,077.34
17	CENTRAL IOWA REGIONAL TRAN	FY 2018 ASSESSMENT	\$ 431.00
18	CENTRAL STATES BANK	DEV. AGREEMENT-TRAILRIDGE	\$ 52,046.76
19	CINTAS CORPORATION	3C'S FIRST AID SUPPLIES	\$ 94.97
20	CLINTON H. THOMPSON	BASKETBALL LEAGUE OFFICIAL	\$ 200.00
21	COMPASS MINERALS AMERICA	COARSE SALT	\$ 3,366.09
22	DELL MARKETING L.P.	WARRANTY FOR LIBRARY COMPUTERS	\$ 1,106.00
23	DELTA DENTAL PLAN OF IOWA	DENTAL INSURANCE	\$ 1,596.40
24	DICKSON & LUANN JENSEN	DEV. AGREEMENT-NORTHPARK	\$ 192,873.41
25	DITCH WITCH OF MINNESOTA	RIM FOR WATER TRAILER	\$ 58.93
26	EDWARD JONES	IRA	\$ 250.00
27	FOREMOST PROMOTIONS	PENCILS FOR PD	\$ 145.00
28	FORTERRA PIPE & PRECAST	RCP FOR MPS PROJECT	\$ 149.20
29	GPM	DISTRIBUTOR ASSY	\$ 389.50
30	GREENLAND HOMES	BLDG PERMIT DEPOSIT REFUNDS	\$ 1,000.00
31	HACH COMPANY	SENSOR CAP REPLACEMENT	\$ 121.00
32	HALLETT MATERIALS	TONS OF 1" ROCK FOR NK PLAYGROUND	\$ 506.92
33	HEARTLAND CO-OP	TORDON	\$ 145.90
34	HOKEL MACHINE SUPPLY	ACETYLENE TORCH HOSE	\$ 20.18
35	HUXLEY COOP TELEPHONE CO.	CABLE, PHONE, INTERNET	\$ 1,773.56
36	INNOVATIVE COATINGS & MATE	SEBS ALGAE AND AMMONIA FOR DOT	\$ 1,892.86
37	INTEGRATED PRINT SOLUTIONS	WEIGHT LOSS CHALLENGE TSHIRTS	\$ 120.00
38	INTERNAL REVENUE SERVICE	PAYROLL TAXES	\$ 23,071.18
39	IOWA CITY/COUNTY MGMT. ASS	2017-2018 MEMBERSHIP	\$ 150.00
40	IOWA DOT	6 VOLT BATTERIES, SAFETY GLASSES, IOWA & USA FLAGS, GLOVES, COOLER, SANITIZER	\$ 549.65
41	IOWA EMS ALLIANCE	TIER ALS	\$ 200.00
42	IOWA FIREFIGHTER'S ASSOCIA	MEMBERSHIP DUES	\$ 383.00

6-13-17 Claims List

	A	B	C
43	IOWA PRISON INDUSTRIES	NAME PLATES	\$ 286.62
44	IOWA STATE UNIVERSITY	CERT FEE FOR HUGABOOM	\$ 50.00
45	IOWA STATE UNIVERSITY FARM	DIRT FOR BACKFILL-TOP SOIL	\$ 535.20
46	IPERS	IPERS	\$ 12,619.84
47	JERICO SERVICES INC	DUST CONTROL OF CENTENNIAL PAR	\$ 540.00
48	KEVIN SCHULZE	BASKETBALL LEAGUE OFFICIAL	\$ 275.00
49	KEYSTONE LABORATORIES	MONTHLY SAMPLING	\$ 706.40
50	LIBERTY READY MIX	CONCRETE FOR NK SIDEWALK & MPS PROJECT	\$ 1,306.50
51	LINCOLN FINANCIAL GROUP	DISABILITY & LIFE INSURANCE	\$ 941.16
52	LOWE'S	SUPPLIES FOR MPS PROJECT, WOOD	\$ 280.57
53	LUBE TECH	SIX 55 GALLON DRUMS	\$ 145.00
54	MARCO, INC.	PRINTER/COPIER MAINTENANCE	\$ 353.22
55	MARCO, INC.	PRINTER MAINTENANCE-FIRE & RES	\$ 226.65
56	MARTIN MARIETTA MATERIALS	1' STONE FOR PLAYGROUND, AG LIME	\$ 1,407.02
57	MARTIN OIL WHOLESALE	DIESEL & UNLEADED FUEL	\$ 1,128.45
58	MASS MUTUAL RETIREMENT SER	DEFERRED COMPENSATION	\$ 250.00
59	MEADOW LANE INVESTMENTS, L	DEV. AGREEMENT	\$ 18,284.41
60	MENARDS	THREE PACK OF ROLLERS	\$ 81.71
61	METERING & TECHNOLOGY SOLU	METERS AND ERTS	\$ 2,760.00
62	MID-IOWA SOLID WASTE EQUIP	FREGHT TO RETURN LOANER	\$ 19.38
63	MISCELLANEOUS VENDOR	UTILITY REFUNDS	\$ 983.32
64	MOODY ELECTRIC, INC.	LIGHT FOR WELCOME SIGN INSTALL	\$ 2,500.00
65	MR. STORAGE, LLC	FY 17 REBATE	\$ 12,379.30
66	MUNICIPAL PIPE TOOL CO., L	JET CLEANING	\$ 8,580.90
67	MUNICIPAL SUPPLY	FERNO, PVC, & MISC. PARTS	\$ 610.53
68	NICKOLAY CONSULTING, LLC	APRIL MAILJET HOSTING & MAINT	\$ 105.00
69	OFFICE OF VEHICLE SERVICES	SALVAGE THEFT EXAM CERT.	\$ 20.00
70	OTIS ELEVATOR COMPANY	ELEVATOR SERVICE 6/1/-8/31/17	\$ 204.48
71	OXEN TECHNOLOGY	MONTHLY EXCHANGE FEE	\$ 152.00
72	PCC AN AMBULANCE BILLING S	MARCH AMBULANCE BILLING	\$ 838.69
73	PEPSI-COLA	POP FOR VENDING	\$ 243.24
74	PREMIER OFFICE EQUIPMENT I	B/W AND COLOR COPIES	\$ 2.09
75	QUICK'S HARDWARE HANK	SEE ATTACHED	\$ 1,069.45
76	RADAR ROAD TECH	RADAR CERTIFICATIONS	\$ 140.00
77	RAGNASOFT, INC.	PLANIT EMS 1 YEAR SUBSCRIPTION	\$ 600.00
78	REDWOOD BUILDERS	BLDG PERMIT DEPOSIT REFUND	\$ 500.00
79	RELIASTAR LIFE INSURANCE C	LIFE INSURANCE	\$ 374.14
80	SAFE BUILDING COMPLIANCE &	BUILDING INSPECTIONS	\$ 10,889.17
81	SEILER INSTRUMENT & MFG. C	MONOPOLE KIT	\$ 445.00
82	SLATER ANIMAL HOSPITAL	BOARDING STRAYS & EUTHANISIA	\$ 305.54
83	SLATER LEGION POST 260	FLAG	\$ 25.00
84	SPRAYER SPECIALTIES INC.	NOZZLE BODIES	\$ 7.67
85	STAPLES ADVANTAGE	PRINTER INK FOR MATT AND LISA	\$ 165.43
86	STORY COUNTY RECORDER	IRON BRIDGE ANNEXATION	\$ 32.00
87	SYNCB/AMAZON	BOOKS AND MOVIES	\$ 231.40

6-13-17 Claims List

	A	B	C
88	TASC	FLEX BENEFIT PLANS	\$ 1,235.76
89	TASC - CLIENT INVOICES	JULY ADMIN FEES	\$ 66.25
90	TEAM SERVICES, INC.	CONCRETE TESTING	\$ 391.84
91	THE SHERWIN-WILLIAMS CO.	PAINT	\$ 128.79
92	TREASURER, STATE OF IOWA	STATE WITHHOLDING	\$ 3,609.79
93	TYLER BUSINESS FORMS	WATER BILL CARD STOCK	\$ 2,576.60
94	UHS PREMIUM BILLING	MEDICAL INSURANCE	\$ 17,404.36
95	USA BLUEBOOK	BALL VALVE	\$ 160.56
96	VALIC	DEFERRED COMPENSATION	\$ 146.08
97	VERIZON WIRELESS	ADMIN CELL PHONE	\$ 44.54
98	VESSCO INC.	SERVICE ON BLOWER #3	\$ 252.00
99	VISA	LIBRARY POSTAGE & SERVER HOST	\$ 223.09
100	WEST BEND MUTUAL INSURANCE	AMBULANCE INSURANCE OVERPAYMEN	\$ 10.00
101	WINDSTREAM IOWA COMMUNICAT	PD PHONE DISPATCH	\$ 69.70
102	ZIEGLER INC	CATERPILLAR PARTS & LABOR	\$ 2,977.87
103	ZIMMER AND FRANCESCON, INC	3" FAIRBANK HORIZONTAL PUMP	\$ 7,630.00
104	Payroll Expense		\$ 51,797.16
105	GRAND TOTAL		\$ 561,613.52
106			
107		FUND TOTALS	
108	001 GENERAL FUND	\$ 141,028.96	
109	002 LIBRARY	\$ 8,563.58	
110	003 RECREATION	\$ 6,148.55	
111	004 FIRE AND RESCUE	\$ 881.65	
112	014 AMBULANCE	\$ 6,438.55	
113	100 PRAIRIE RIDGE DEVELOPMENT	\$ 325.00	
114	110 ROAD USE TAX	\$ 12,958.19	
115	125 TIF	\$ 275,583.88	
116	402 Main Ave Stormwater Sewer	\$ 2,764.23	
117	600 WATER UTILITY	\$ 29,873.92	
118	610 SEWER UTILITY	\$ 25,249.85	
119	01 PAYROLL EXPENSE	\$ 51,797.16	
120	GRAND TOTAL	\$ 561,613.52	

QUICKS BREAKDOWN

Dept.	Description	Amount
FD	potting soil	\$ 2.69
Ambulance	weed killer, weed & feed	\$ 36.98
Nord Kalsem	keys, key tags	\$ 32.12
Library	plug for vac, fence post, rubber grommets,	\$ 31.99
MPS Project	purple primer, pvc cement, exterior stain, grass seed, aromatic cedar	\$ 423.82
Streets	red paint, pliers, galv hex, red coupling, close nipples, teflon, pvc, fuel filter, bolts	\$ 71.65
Parks	pvc nipple, bypass blade, tire valve, flower flats, perennials, landscape fabric, cable tie, fence post, lock brass tulip privacy,	\$ 152.55
Grounds	pumice stone, potting mix, flower flats, flame torch,	\$ 77.44
Wastewater	light bulbs, foam, pliers, hex key set, coupling, pipe bushings, brass nipple, trimmer line, aluminum foil, solvent brush, aluminum fle, galv flat red, exterior stain, power bit, metric hex key flex pour spout/clip strip,	\$ 240.21
Total		\$ 1,069.45

6/30

Jul-June 2018



Iowa Department of Revenue
https://tax.iowa.gov

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

812

Iowa Retail Permit Application For Cigarette/Tobacco/Nicotine/Vapor

SEE INSTRUCTIONS ON THE REVERSE SIDE

For period (MM/DD/YYYY) 07 / 01 / 2017 through June 30, 2018

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA: Dollar General Store #812 Fee: \$75.00
Physical Location Address: 614 N. US Highway 69 City: Huxley ZIP: 50124
Mailing Address: 100 Mission Ridge City: Goodlettsville State: TN ZIP: 37072
Business Phone Number: (615) 855-4000

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP: Dolgencorp, LLC
Mailing Address: 100 Mission Ridge City: Goodlettsville State: TN ZIP: 37072
Phone Number: (615) 855-4000 Fax Number: (877) 364-4130 Email: @dollargeneral.com
tax-beerandwinelicense

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☐

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☒ Retail Merchandise

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

SIGNATURE OF OWNER(S), PARTNER(S), OR CORPORATE OFFICIAL(S)

Name (please print): Christina Walden Name (please print): _____
Signature: CWalden Signature: _____
Date: 5/2/17 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$75.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Huxley

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: lapledge@iowaabd.com
- Fax: 515-281-7375

Vendor #309946 ✓

Invoice #201800812TOBCITY18 ✓

Batch #13546 ✓

\$ 75.00

70-014a (03/15/2016)

Applicant License Application (LE0001965)

Name of Applicant: CASEY'S MARKETING

Name of Business (DBA): CASEY'S GENERAL STORES #2842

Address of Premises: 902 N HWY 69

City Huxley

County: Story

Zip: 50124

Business (515) 597-4443

Mailing PO Box 3001

City Ankeny

State IA

Zip: 500218045

Contact Person

Name JESSICA FISHER, Store Operations

Phone: (515) 446-6404

Email

JESSICA.FISHER@caseys.com

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 08/09/2017

Expiration Date: 08/08/2018

Privileges:

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Sunday Sales

Status of Business

BusinessType: Publicly Traded Corporation

Corporate ID Number: 184278

Federal Employer ID 42-1435913

Ownership

42-0935283 CASEY'S GENERAL STORES INC.

First Name: 42-0935283

Last Name: CASEY'S GENERAL STORES, INC.

City: ANKENY

State: Iowa

Zip: 50021-804

Position: OWNER

% of Ownership: 100.00%

U.S. Citizen: Yes

ROBERT FORD

First Name: ROBERT

Last Name: FORD

City: DALLAS CENTER

State: Iowa

Zip: 50063

Position: VICE PRESIDENT

% of Ownership: 0.00%

U.S. Citizen: Yes

JULIA JACKOWSKI

First Name: JULIA

Last Name: JACKOWSKI



HUXLEY
— HEART OF THE PRAIRIE —

CITY OF HUXLEY

515 N. Main Avenue

Huxley, Iowa 50124

APPLICATION TO KEEP DOMESTIC CHICKENS

NAME: Grant Boyko / Mindy Boyko
ADDRESS: 617 Meadow Brook Pl
PHONE: 615 - 330 - 9590

THE FOLLOWING ITEMS ARE REQUIRED FIRST BEFORE YOU OBTAIN A PERMIT TO HAVE URBAN CHICKENS WITHIN THE CITY LIMITS OF HUXLEY.

1. 1 NEIGHBOR APPROVAL IN WRITING
This will include the neighbors on each side of you, directly behind them and directly behind you
2. COUNCIL APPROVAL
DATE OF COUNCIL APPROVAL
3. 1 \$25 YEARLY FEE FOR PERMIT
4. 1 APPROPRIATE COOP - SIMILAR TO WHAT WAS PROVIDED WITH THE PACKET
5. FINAL APPROVAL OF CITY OFFICIAL
INITIALS
6. MB APPLICANT UNDERSTANDS THEY CANNOT HAVE MORE THAN FOUR (4) HENS ON PROPERTY AT ANY ONE TIME AND **NO ROOSTERS**
7. MB APPLICANT UNDERSTANDS THE CHICKEN MUST BE KEPT IN THE COOP AT ALL TIMES AND ARE NOT ALLOWED TO ROAM THE APPLICANTS PROPERTY
8. MB APPLICANT UNDERSTANDS THE PERMIT CAN BE REVOKED AT ANYTIME BY STAFF IF CONDITIONS LISTED ARE NOT BEING MET - PERMIT IS FOR ONE (1) YEAR ONLY AND MUST BE REAPPLIED FOR EACH YEAR

CITY OFFICIAL - SIGNATURE _____

Grant Boyko / Mindy Boyko
APPLICANT - SIGNATURE

EXPIRATION OF PERMIT _____

515.597.2561

515 N. Main Avenue
Huxley, IA 50124

www.huxleyiowa.org

By: M. O. M.
ROGER HANSEN
615 MEADOW BROOK PL
HUXLEY IA 50124
515-460-4140

Darwin & Sheryl Barr
708 Larson Dr.
Huxley, IA 50124

DARWIN Sheryl Barr
708 Larson Dr.

~~Approval~~
Approval
for
Chicken
Coop

RESOLUTION NO. 17-038

**RESOLUTION APPROVING CONTRACT RENEWAL
WITH THE BAKER GROUP**

WHEREAS, the City of Huxley owns and operates the 3Cs Community Center and Safe Room;
and

WHEREAS, the environmental system is a key element of the facilities and which requires personnel with expertise and knowledge to maintain the system; and

WHEREAS, the Baker Group has been working with the City of Huxley to maintain the system and has done a very good job working with the City and has demonstrated the knowledge and expertise believed necessary.

BE IT RESOLVED, THEREFORE, that the City Council of Huxley, Iowa does hereby approve the renewal, as attached, and authorizes the Mayor to sign.

PASSED, ADOPTED AND APPROVED this ____th day of June, 2017.

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

PASSED, ADOPTED AND APPROVED this ____th day of June, 2017.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 17-038** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this ____th day of June, 2017.

Craig D. Henry, Mayor

ATTEST:

Amy Kaplan, Deputy City Clerk



SUSTAINABLE WORKPLACE SOLUTIONS SERVICES AGREEMENT FOR City of Huxley



February 2, 2017





Sustainable Workplace Solutions For City of Huxley

Table of Contents

Systems and Services

Systems and services checked below are included in the scope of this agreement. For each checked box you will find additional scope and coverage details attached.

- ☒ **Heating, Ventilating, and Air Conditioning**
- ☐ **Chilled Water System**
- ☐ **Heating Water System**
- ☐ **Chemical Water Treatment**
- ☒ **Domestic Water and Plumbing Systems**
- ☒ **Building Automation System**
 - ☐ **Building Analytic Software**
- ☐ **Electrical Systems**
- ☐ **Industrial Automation**
- ☐ **Variable Frequency Drives**
- ☐ **Fire Alarm System**
- ☐ **Security Access Control System**
- ☐ **CCTV and Video Management**
- ☐ **Parking and Revenue Control System**
- ☐ **Data Center Services**
- ☐ **Lighting Control System**
- ☐ **Predictive Maintenance**
- ☐ **Infrared Imaging**
- ☐ **Indoor Environmental Improvements**
- ☐ **Utility Benchmarking**
- ☐ **Special Services Requests**

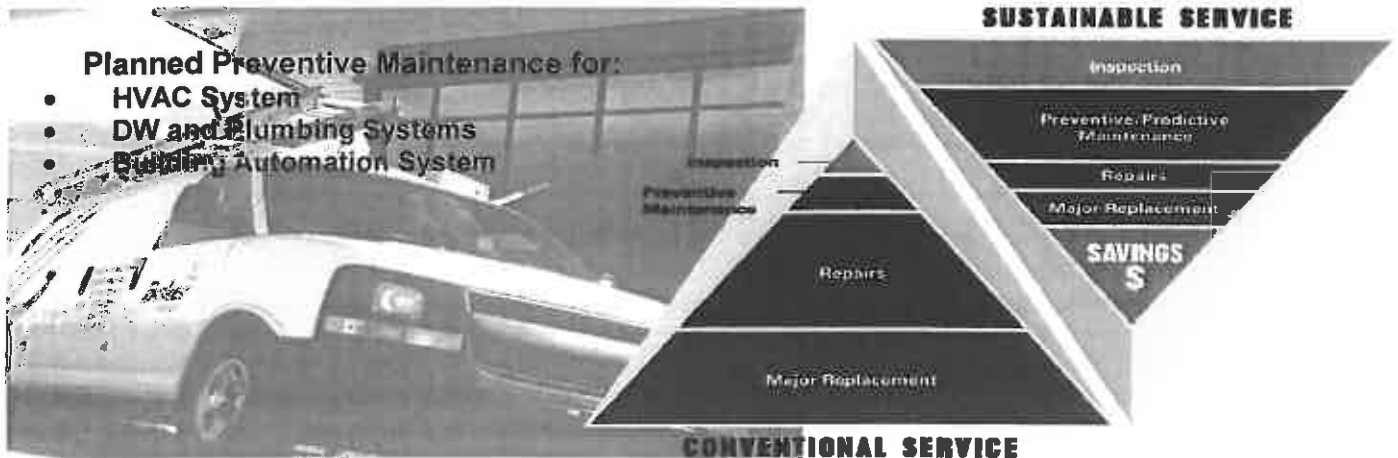


Sustainable Workplace Solutions For City of Huxley

Services

Planned Preventive Maintenance for:

- HVAC System
- DW and Plumbing Systems
- Building Automation System



Date: February 2, 2017

Baker Group is pleased to offer professional services at your 3 C's facility at 515 North Main Ave., Huxley, Iowa 50124. Our team offers unique sustainable solutions designed to extend the life of your equipment and serve your needs.

This agreement will be in effect from July 1, 2017 through June 30, 2020 (initial term). The pricing is as follows:

Term:	7/1/17 - 12/31/17	\$12,230.00
	1/1/18 - 6/30/18	\$13,364.00
	7/1/18 - 6/30/19	\$26,728.00
	7/1/19 - 6/30/20	\$26,728.00

This agreement shall continue in effect from year to year after the initial term. Client will receive an automatic renewal notice 45 days prior to anniversary date. If no notice to decline the extension is received 30 days prior to the anniversary date, this agreement shall continue an additional year.

ACCEPTANCE OF AGREEMENT

Client

City of Huxley

By _____
Authorized Client Representative

Name (Print)

Title

Date

BAKER GROUP

By _____
Baker Group Representative

Title

Date





Sustainable Workplace Solutions For City of Huxley

Baker Group will provide maintenance for the systems described below:

- **SCHEDULE ONE - COVERED EQUIPMENT**
- **SCHEDULE TWO - AIR FILTER LIST**
- **SCHEDULE THREE - BUILDING AUTOMATION SYSTEM**

Sustainable Workplace Solutions

This service program is designed to provide City of Huxley with a long-term maintenance solution. The program will be planned, scheduled, managed, monitored and enhanced by Baker Group to extend the life of your equipment.

Preventive Maintenance

Baker Group will provide specially qualified trained technicians, engineers, and mechanics to perform the preventive maintenance tasks recommended by the equipment manufacturer via a computer prepared work order system which details exact tasks, skill levels required, special tools and special conditions as required to maintain the systems at optimum efficiency levels. Preventive Maintenance (PM) will ensure that all specified equipment is operating efficiently and will have a longer than average life expectancy. This reduces your long-term cost of equipment operation.

Administration and Reporting

Completed service visits are documented by a detailed Baker Group Service Report to assure City of Huxley that maintenance has been performed and the tasks are complete. Completed Service Orders will be filed in an on-site Service Log Book for future reference.

Preferred Client Rates

This agreement includes normal consumable materials such as lubricants, grease, cleaners and clean-up materials. See individual scope pages to determine if repair labor and materials are included in this agreement. If not included in this agreement, they will be billed separately at preferred client rates.

Emergency Service

Emergency service is available from Baker Group -- 24 hours a day -- 7 days a week to reduce the impact of down time and inconvenience for City of Huxley. If an emergency arises, skilled Baker Group technicians will be dispatched to your site with our highest service priority. Our familiarity with your systems will allow us to quickly solve the problem and return your facility to full, efficient operation. By providing quick response, disruptions will be kept to an absolute minimum. Should emergency service be required, but not covered by this agreement, it will be billed separately at preferred client rates.

Commitment to Service Excellence

In partnership with City of Huxley, we promise to deliver high quality Sustainable Workplace Solutions by both understanding and exceeding your expectations. A periodic review of Baker Group's performance will be scheduled. Discussions will include, but not be limited to, quality of work, facility concerns, ways to improve, changes needed, and a request for a report card on our work. Any improvements identified will be addressed in an action plan.





Sustainable Workplace Solutions For City of Huxley

Heating, Ventilating, and Air Conditioning Scope

If your business could be done outdoors every day, you could eliminate your investment in your building. Your business is done beneath a roof and within the comfort of four walls to improve the productivity of the people and machines you count on in your business. This maintenance program is designed to provide City of Huxley with a complete maintenance program to minimize equipment downtime and extend the life of your HVAC equipment. Baker Group will plan, schedule, manage, and enhance the process to deliver the comfort and productivity you expect.

HVAC Support Services

Baker Group has expertise at designing, installing, and maintaining HVAC Systems. The Support Services marked below are an integral part of this service offering:

☒ **Air Filter Replacement**

Regular, timely, air filter replacement assures that your ventilation air is appropriately filtered. If not replaced regularly, dirty filters will degrade your system efficiency by restricting air flow. Dirty filters also provide a rich media for mold or bacteria growth that could be harmful to your building occupants. Air filters will be provided for all fan systems on the Covered Equipment Schedule.

☒ **System Improvement Recommendations**

Baker Group is one of the largest Design/Build Contractors in Iowa. Our engineers and technicians are experienced at providing recommendations to ensure optimal performance. These recommendations are targeted towards energy savings, more efficient operation, and improved comfort for you and your building occupants.

☐ **Pneumatic Control Systems**

Annual inspection and calibration of pneumatic controls will keep systems operating as designed. This includes reviewing control sequences and maintenance of the associated air compressor.

☐ **Electric/Electronic Control Systems**

Annual inspection and calibration of thermostats and sensors will be performed. Electrical contacts will be cleaned and sequences will be verified to keep systems operating as designed.

☒ **Additional HVAC Scope**

1. PM + Repairs covered on Rooftop Units, Heat Pumps, Pumps, & Water Heater
- 2.

Service Coverage Type

- ☒ Preventive Maintenance Labor
- ☒ Preventive Maintenance Material
- ☒ Repair Labor
- ☒ Repair Material
- ☒ Client Training
- ☒ Systems Operation
- ☒ 24 / 7 / 365
- ☐ Other: _____



Sustainable Workplace Solutions For City of Huxley

Domestic Water and Plumbing Systems Scope

Periodic inspection, lubrication, adjusting and cleaning of your domestic water/plumbing systems keeps them operating at peak, trouble-free efficiency. Potential issues are spotted before they cause problems. Items such as gaskets, seals, shutoff valves, strainers, drains, corroded pipes and aerators may seem like small items, but they can cause significant problems to your system if not properly maintained. A well maintained system also lowers utility costs and extends the life of your systems/fixtures, therefore reducing the number of emergency calls by revealing potential problems that can be corrected before causing major plumbing repairs.

Service Coverage Type

- ☒ Preventive Maintenance Labor
- ☒ Preventive Maintenance Material
- ☒ Repair Labor
- ☒ Repair Material
- ☒ Client Training
- ☒ Systems Operation
- ☒ 24 / 7 / 365
- ☐ Other: _____

Domestic Water and Plumbing Specialties

The Support Services marked below are an integral part of this service offering:

- ☐ Legionella Pneumophila Specific Testing of Domestic Hot Water Systems
- ☐ Water Heaters
- ☒ Water Softeners
- ☐ Circulating Pumps
- ☒ Commercial Ice Makers
- ☐ Drinking Fountains
- ☐ Domestic Water Filtration
- ☐ Water Features
- ☐ Reverse Osmosis (RO) Water Systems
- ☐ Ozone Generators
- ☐ Sump Pumps
- ☐ Pressure Boosting Pumps
- ☐ Eye Wash Stations
- ☐ Flush Valves and Faucets
 - ☐ Annual Battery Replacement
- ☐ Pressure Reducing Valves
- ☐ Backflow Preventers
- ☐ Mixing Valves
- ☐ Sewage Ejector Pumps
- ☐ Sanitary Sewer: Auger Main Lines at the following interval: ____
- ☐ Grease Interceptors: Pumped at the following interval: ____
- ☐ Other _____
- ☐ System Improvement Recommendations
- ☐ Additional Domestic Water and Plumbing Systems Scope: ____



Sustainable Workplace Solutions For City of Huxley

Building Automation System (BAS) Scope

Your Building Automation System (BAS) controls critical sequences and offers a dashboard that demonstrates the details of what is happening in your building. This maintenance program is designed to extend the life of your BAS components, reduce energy consumption, and improve comfort by fine tuning your control sequences and schedules. Maintaining your BAS positions you to take advantage of future technology improvements.



Our specially trained technicians will help keep your facility operating at peak energy efficiency, reduce downtime, and provide reliable facility management information.

Service Coverage Type

- ☒ Preventive Maintenance Labor
- ☒ Preventive Maintenance Material
- ☐ Repair Labor
- ☐ Repair Material
- ☒ Client Training
- ☒ Systems Operation
- ☒ 24 / 7 / 365
- ☐ Other: _____

BAS Support Services

The Support Services marked below are an integral part of this service offering:

- ☒ **Remote BAS Access** allows Baker Group technicians to promptly connect on-line with your system when your staff calls for support. Timely remote diagnostics and troubleshooting keeps disruptions to an absolute minimum. (Client to provide local connectivity)
- ☒ **BAS Application Support** from Baker Group technicians ensures optimal system performance. Trained technicians will check system integrations, system trends, review exception reports and release unnecessary overrides to assure proper system performance. Periodic examination of these records prevents system degradation.
- ☐ **Network and Field Controller Database Backups** will be made on a periodic basis. Baker Group will retain a complete back-up of all application software databases. These databases are securely stored off-site and are available in the event of a controller failure.
- ☒ **Software Upgrades** keep your BAS system current and allows you to take advantage of new technologies and software enhancements. Baker Group will provide beneficial software upgrades as released by the manufacturer. Occasionally software upgrades require computer hardware upgrades. Baker Group will review the software upgrade advantages and potential hardware costs with you. It will be your choice to proceed with the upgrade, and provide necessary hardware.
- ☒ **System Improvement Recommendations** are a valuable feature of this agreement. Baker Group is one of the largest Design/Build Contractors in Iowa. Our engineers and technicians are experienced at providing system recommendations to ensure optimal performance. These recommendations are focused on energy savings, other integration opportunities, reduced operating costs, enhanced management information and improved comfort for your building occupants.
- ☒ **Additional BAS Scope**
 1. 1) Floater BAS PM visit + Software upgrades annually
 2. Comprehensive (repair parts & labor) not covered on BAS





Sustainable Workplace Solutions For City of Huxley

Services Available from Baker Group:

Mechanical Capabilities:

Boiler Installation & Service
Chiller / Cooling Tower Installation & Service
Power House Piping
Industrial Process Piping
Stainless Steel Piping
Medical Gas Piping
Underground Piping and Utility
Plumbing Systems
HVAC Systems
Refrigeration
Compressed Air Systems

Sheet Metal Capabilities:

Specialty Metal Fabrication
Heating, Cooling, and Ventilation
Architectural Sheet Metal
Dust Collection / Filtration Systems
Kitchen and Food Prep Surfaces
Custom Machine Guards
Smoke Stacks and Boiler Stacks
Combustion Air Systems
Generator Exhaust
Damper Installation & Repair

Electrical Capabilities:

Site Utilities and Facility Power Distribution
Switchgear, Bus Way, and Cable Tray Systems
Variable Speed Drives
Lighting Systems - New and Upgrades
Electrical Power Monitoring Systems
Hazardous Location Installations
Infrared Thermography Analysis
Lightning Protection
Industrial Instrumentation and Control
Emergency Power - Generators and UPS Systems
Voice / Data / Video / Fiber

Engineering Services:

Design / Build Mechanical Engineering
AutoCAD 3-D Design & Documentation
Building Information Modeling (BIM)
USGBC LEED® – Accredited Professionals
Specialized Regulatory Commissioning
Custom Environmental Chamber Design
Energy Use Analysis and Benchmarking
Indoor Air Quality Analysis
Air Balancing – Active Pressurization Control
Refrigerant Management and Replacement
Facility Improvement Master Planning

Building and Process Automation:

Specialized Turnkey Systems Integration:
Data Analytics
Industrial PLC / HVAC / Security / Fire / Energy
Digital Temperature Control Systems
PLC Installation & Programming
SCADA (System Control and Data Acquisition)
Temperature & Pressure Transmitter Installation
Pneumatic Control Systems
Boiler Sequencing & Control Wiring
Lighting Control
Real-time Energy Monitoring & Control
Refrigerant Monitoring – Leak Reporting
Internet Based Monitoring & Control Systems
Laboratory and Critical Environment Controls

Security and Fire Alarm Systems:

I/P CCTV Surveillance Systems and Analytics
Card Access / Biometric Systems / Photo ID
POE Edge Devices and Intercom
Electrified Door Hardware, Wireless Locks
Gas Detection and Monitoring
Lightning Detection
Integrated Building Automation / Security Systems
Parking Lot Gate Controls
Parking Revenue Control Systems (PARCS)
Burglary Systems with Wireless Options
Fire Alarm Design, Install, Inspection and Service

Advanced Manufacturing and Fabrication:

Computerized Plasma Pipe Cutter
AutoCAD Connected 20' Plasma Table
AutoCAD Connected Duct Machine
TURBOBend for Architectural Metal
Electrical Assembly Prefabrication
UL508A Labeled Electrical Panel Building

Predictive Maintenance & Repair Services:

Vibration Analysis and Laser Shaft Alignment
Meg-Ohm Motor Winding Testing
Microlog Motor Condition Analysis
Equipment Start Up / Baseline Establishment
Ultra-sonic Gas Leak Detection
Boiler Combustion Efficiency Analysis
Back Flow Testing and Certification
Chiller Maintenance and Rebuilding
Scheduled Preventive Maintenance
Building Operations Staffing
Computerized Maintenance Management
Flat Fee Comprehensive Service Program





Sustainable Workplace Solutions For City of Huxley

SCHEDULE ONE	AGREEMENT DATE	2/1/2017
COVERED EQUIPMENT	AGREEMENT NO:	32.17104

Coverage Types:

PL = Preventive Maintenance (PM) Labor Only
PLM = PL + Preventive Maintenance Material

RL = PLM + Repair Labor
RLM = RL + Repair Material

SPECL = Special Training or Coverage
OPNS = On-Site Facility Operations
TI = Test and Inspect Only

EQUIPMENT ID#	COVERAGE TYPE	MAKE	MODEL	DESCRIPTION	LOCATION
10	RLM	TRANE	WCD0240B3GFA	ROOFTOP UNIT	EAST GYM
11	RLM	TRANE	WCD0240B3GFA	ROOFTOP UNIT	WEST GYM
12	RLM	TRANE	WCD0240B3GFA	ROOFTOP UNIT	LIBRARY
14	RLM	STATE	SBG12030IFEX	WATER HEATER	WEIGHT ROOM
21	RLM	TPI CORP		UNIT HEATER	WEIGHT ROOM
22	RLM			UNIT HEATER	
23	RLM			UNIT HEATER	NORTH ENTRY
24	RLM	TPI CORP	F2F5105N	UNIT HEATER	COP GARAGE
31	RLM	ARMSTRONG	3X2S5X10-4030	GEO THERMAL LOOP PUMP	WEIGHT ROOM
32	RLM	ARMSTRONG	3X2S5X10-4030	GEO THERMAL LOOP PUMP	WEIGHT ROOM
34	RLM	GRUNDFOS	52722322	DOMESTIC RECIRC PUMP	WEIGHT ROOM
41	RLM	CENTRIMASTER	PV165	EXHAUST FAN	UPPER ROOF
42	RLM	CENTRIMASTER	PV085E4	EXHAUST FAN	LOWER ROOF
43	RLM			EXHAUST FAN	WEIGHT ROOM
44	RLM			EXHAUST FAN	ELEVATOR CLOSET
HP1	RLM	TRANE	GEHA04831F0220LRC	HEAT PUMP	MAYOR'S OFFICE
HP2	RLM	TRANE	GEHA03031F0220LRC	HEAT PUMP	CHAMBER HALLWAY
HP3	RLM	TRANE	GEHA04231F0220LRC	HEAT PUMP	DRINKING FOUNTAIN
HP4	RLM	TRANE	GEHA06031F0220LRC	HEAT PUMP	CHIEF'S OFFICE
HP5	RLM	TRANE		HEAT PUMP	CONCESSION CLOSET
HP6	RLM	TRANE	GEHA06031F0220LRC	HEAT PUMP	HALLWAY TO SCHOOL
HP7	RLM	TRANE	GEHA06031F0220LRC	HEAT PUMP	UPPER LEVEL TRACK
HP8	RLM	TRANE	GEHA04231F0220LRC	HEAT PUMP	RESTROOM CLOSET

SCHEDULE TWO	AGREEMENT DATE	2/1/2017
AIR FILTER LIST	AGREEMENT NO:	32.17104

[illegible]

SCHEDULE THREE	AGREEMENT DATE	2/1/2017
BUILDING AUTOMATION SYSTEM	AGREEMENT NO:	32.17104



Baker
GROUP



Sustainable Workplace Solutions For City of Huxley

TERMS AND CONDITIONS

GENERAL

1. Baker Group agrees to perform all work in a workman-like manner and to furnish quality materials.
2. Client will provide reasonable access to all areas, systems, and equipment, and Baker Group may inspect, stop and start systems and equipment as may be necessary to perform its services under this Agreement.
3. All preventive maintenance and non-emergency repair or replacement services will be performed during normal working hours, 8:00 AM to 4:30 PM, Monday through Friday, excluding holidays or days recognized as holidays.
4. Client will notify Baker Group of any defect in any system or equipment promptly when it becomes known to them or reasonably should have become known to them.
5. If any emergency call is made at Client's request and no defect is found to be present, Baker Group may charge Client at the preferred client rate for such services.
6. In addition to any price specified in this Agreement, Client shall be responsible for any and all applicable local, state, or federal permit or registration fees or taxes, including sales, use, excise, or other similar taxes, applicable to this Agreement, including but not limited to taxes on the recovery, recycling, reclamation, handling and disposal of all refrigerants.
7. Payments due under this Agreement shall be made within thirty (30) days from the date of the invoice. Any balance unpaid after thirty (30) days from the date of the invoice shall bear a finance charge of 1.50% per month from the date of the invoice. In the event Baker Group must commence collection or legal action in order to recover any amount due under this Agreement, Client shall pay Baker Group all costs and expenses, including but not limited to attorney's fees, incurred by Baker Group.
8. After the initial term, Baker Group may adjust the price charged under this Agreement annually on the anniversary date to reflect changes in conditions and prevailing labor and material costs.
9. Client represents that all systems and equipment covered under this Agreement are in maintainable condition and meet current codes. If repairs are found necessary during the new agreement start-up inspection or the initial seasonal start-up, a repair proposal will be submitted for approval. If the repair proposal is declined, the non-maintainable items will be eliminated from the Agreement and the Agreement price adjusted accordingly. If during the term of the Agreement, covered equipment becomes non-repairable due to unavailability of replacement parts, Baker Group, at its option, may remove it from the Agreement and the Agreement price will be adjusted accordingly.
10. Repair, replacement and emergency service provisions apply only to the equipment and system(s) covered by this Agreement. The client is responsible for the replacement or repair of non-moving, non-maintainable parts, such as structural supports, stations, device mounts, ductwork, boiler shell and tubes, boiler refractory, insulating materials, equipment cabinets, fixtures, boxes, water supply lines, plumbing, oil storage tanks, oil and/or gas lines, water lines, refrigerant piping, pneumatic tubing, converter shell and tubes, heating or cooling coils, electrical wiring and conduit.
11. Client is responsible for the addition of any equipment or performance of any tests or changes in design required by insurance companies, local, state or federal authorities.
12. If the system(s) or equipment covered is altered, modified, changed or moved, this Agreement may be adjusted accordingly.
13. As part of this Agreement, Baker Group may provide capital goods or services in advance of payment. If this Agreement is canceled before the end of the initial term, Baker Group reserves the right to invoice Client for any costs incurred in excess of the revenue received by Baker Group over the period of the initial term and any extensions thereof.
14. In the event that during the term or within one (1) year after termination or non-renewal of this Agreement, Client hires a Baker Group employee to perform any or all services provided by this Agreement, Baker Group reserves the right to invoice and collect from Client an amount equal to the expected first year income of the individual.
15. The coverage included in this Agreement, including terms, conditions and schedules attached hereto and incorporated herein, will constitute the entire agreement between us. This Agreement is the confidential property of Baker Group and is provided for Client's use only. No waiver, change or modification of any terms or conditions of this Agreement shall be binding on Baker Group unless made in writing and signed by authorized management of Baker Group.
16. If the Client defaults under this Agreement, Baker Group may terminate this Agreement upon thirty (30) days written notice to Client.
17. The provisions set forth herein in the Terms and Conditions shall be controlling over any other provisions in this Agreement.
18. If any term or provision of this Agreement is held invalid or unenforceable to any extent, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
19. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

20. Baker Group does accept MasterCard and VISA credit card payments. However, the vendor charges us a 4% processing fee. These charges will be passed on to the customer for invoice amounts exceeding \$2000.

LIMITATIONS OF LIABILITY, INDEMNIFICATION, AND WARRANTY DISCLAIMER

1. Baker Group shall not be liable for damage or loss due to fire, flood, lightning strikes, electrical spikes, brown outs, phase loss/reversal, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, computer virus, commotion, attack, war, terrorism, act of God, or any other cause beyond Baker Group's reasonable control.
2. In no event, whether as a result of a claim of breach of contract, breach of warranty, negligence, or otherwise, shall Baker Group or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damages arising out of or relating to this Agreement, including but not limited to, loss of profit or revenues, loss of use of any products, machinery, systems or equipment, damage to associated products, machinery, systems, or equipment, cost of capital, cost of substitute products, machinery, systems, equipment, facilities, services or replacement power, down time costs, PCI DSS compliance fines, lost profits, or claims of Client's clients for such damages. In no event shall Baker Group's liability, whether sounding in warranty, contract, tort, or otherwise, exceed the price paid under this Agreement.
3. If Client does not operate machinery, equipment or system(s) per initial design, code or manufacturer's requirements, Baker Group shall not be liable for any malfunctioning components or non-function of system or for any related damages.
4. Client acknowledges that signals which are transmitted over telephone lines, air waves, and/or other modes of communication pass through communication networks wholly beyond the control of Baker Group and therefore Baker Group shall not be held responsible for any failure which prevents transmission signals from reaching the third party monitoring company or for any related damages.
5. Baker Group assumes no responsibility and therefore shall not be liable to Client for any loss or damage suffered by Client as a result of burglary, hold-up, fire, smoke, water damage, vehicle damage, machinery, equipment, or system failure, failure of central station, or failure of municipal authority to respond to signals, or any other cause whatsoever, regardless of whether such loss or damage or personal injury or death was caused or contributed to by Baker Group's or the third party monitoring company's negligent performance or failure to perform any obligations.
6. Client agrees that false alarm assessments or like charges may be imposed by local government bodies or other organizations who Baker Group or the third party monitoring company is directed to report alarm activity. Client agrees to promptly pay any or all of such false alarm fees.
7. Client agrees that Baker Group is not an insurer and that no insurance coverage is offered herein.
8. To the fullest extent permitted by applicable law, Client shall defend, indemnify and hold harmless the Baker Group from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, awards, judgments, settlements, and penalties, including but not limited to, costs, expenses and attorneys' fees incident thereto, arising out of, based upon, or occasioned by or in connection with (a) the Baker Group's performance or non-performance of this Agreement and/or provision of goods or services to Client, and/or (b) any negligent act or omission, gross negligence, or willful conduct of Client, or that of anyone directly or indirectly employed by it or anyone for whose acts any of them may be liable, regardless of whether or not such liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, awards, judgments, settlements, and penalties are caused by a party indemnified hereunder.
9. In the event the Baker Group should prevail in any legal action arising out of the performance or non-performance of this Agreement, Client shall pay, in addition to any damages, all expenses of such action, including but not limited to reasonable attorneys' fees and costs.
10. Baker Group warrants materials to the extent and for the time period said materials are warranted to Baker Group by the manufacturer(s); and Baker Group's liability, if any, under this Agreement shall be limited to replacement of defective materials covered by such manufacturer(s) warranty. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, BAKER GROUP MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE SERVICES OR THE CONDITION OF ANY MATERIALS PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. TO COMPLY WITH ANY APPLICABLE LEGAL REQUIREMENT





SUSTAINABLE WORKPLACE SOLUTIONS SERVICES AGREEMENT FOR City of Huxley - Safe Room



February 2, 2017





Sustainable Workplace Solutions For City of Huxley - Safe Room

Table of Contents

Systems and Services

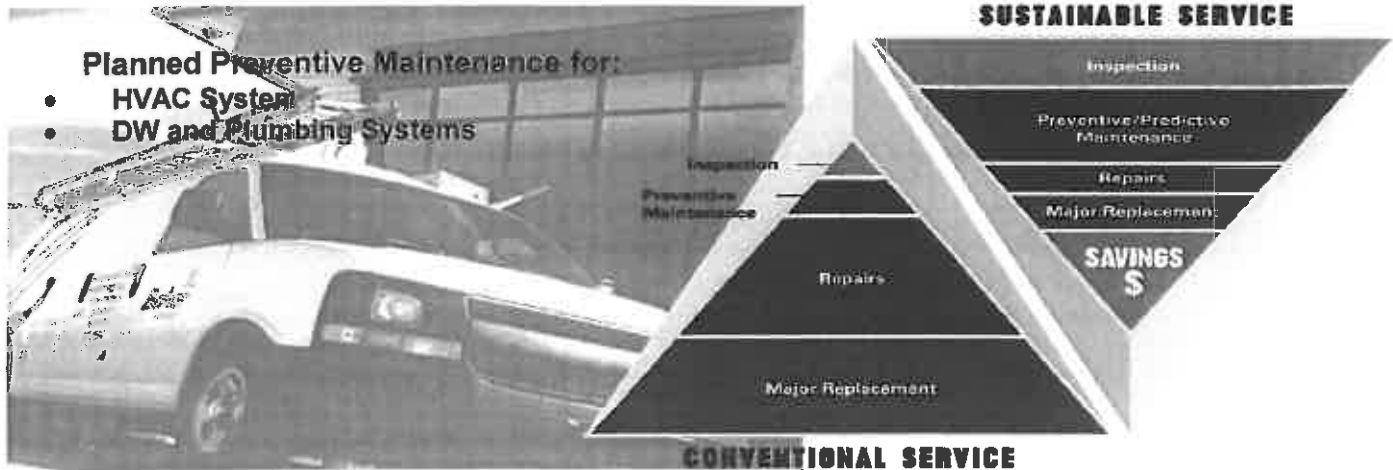
Systems and services checked below are included in the scope of this agreement. For each checked box you will find additional scope and coverage details attached.

- ☒ **Heating, Ventilating, and Air Conditioning**
- ☐ **Chilled Water System**
- ☐ **Heating Water System**
- ☐ **Chemical Water Treatment**
- ☒ **Domestic Water and Plumbing Systems**
- ☐ **Building Automation System**
 - ☐ **Building Analytic Software**
- ☐ **Electrical Systems**
- ☐ **Industrial Automation**
- ☐ **Variable Frequency Drives**
- ☐ **Fire Alarm System**
- ☐ **Security Access Control System**
- ☐ **CCTV and Video Management**
- ☐ **Parking and Revenue Control System**
- ☐ **Data Center Services**
- ☐ **Lighting Control System**
- ☐ **Predictive Maintenance**
- ☐ **Infrared Imaging**
- ☐ **Indoor Environmental Improvements**
- ☐ **Utility Benchmarking**
- ☐ **Special Services Requests**



Sustainable Workplace Solutions For City of Huxley - Safe Room

Services



Date: February 2, 2017

Baker Group is pleased to offer professional services at your Safe Room facility at City Hall & Library. Our team offers unique sustainable solutions designed to extend the life of your equipment and serve your needs.

This agreement will be in effect from July 1, 2018 through June 30, 2020 (initial term). The agreement price is \$3,020.00 for the first year, to be paid quarterly, in advance. Pricing is valid for 60 days from above date. The agreement price will be adjusted annually by an amount not-to-exceed the published US Bureau of Labor Statistics Employment Cost Index for Civilian Workers Compensation (CIU1010000000000A) for each subsequent year. Add tax at applicable rate.

This agreement shall continue in effect from year to year after the initial term. Client will receive an automatic renewal notice 45 days prior to anniversary date. If no notice to decline the extension is received 30 days prior to the anniversary date, this agreement shall continue an additional year.

ACCEPTANCE OF AGREEMENT

Client

City of Huxley - Safe Room

By _____
Authorized Client Representative

Name (Print)

Title

Date

BAKER GROUP

By _____
Baker Group Representative

Title

Date





Sustainable Workplace Solutions For City of Huxley - Safe Room

Baker Group will provide maintenance for the systems described below:

- **SCHEDULE ONE - COVERED EQUIPMENT**
- **SCHEDULE TWO - AIR FILTER LIST**

Sustainable Workplace Solutions

This service program is designed to provide City of Huxley - Safe Room with a long-term maintenance solution. The program will be planned, scheduled, managed, monitored and enhanced by Baker Group to extend the life of your equipment.

Preventive Maintenance

Baker Group will provide specially qualified trained technicians, engineers, and mechanics to perform the preventive maintenance tasks recommended by the equipment manufacturer via a computer prepared work order system which details exact tasks, skill levels required, special tools and special conditions as required to maintain the systems at optimum efficiency levels. Preventive Maintenance (PM) will ensure that all specified equipment is operating efficiently and will have a longer than average life expectancy. This reduces your long-term cost of equipment operation.

Administration and Reporting

Completed service visits are documented by a detailed Baker Group Service Report to assure City of Huxley - Safe Room that maintenance has been performed and the tasks are complete. Completed Service Orders will be filed in an on-site Service Log Book for future reference.

Preferred Client Rates

This agreement includes normal consumable materials such as lubricants, grease, cleaners and clean-up materials. See individual scope pages to determine if repair labor and materials are included in this agreement. If not included in this agreement, they will be billed separately at preferred client rates.

Emergency Service

Emergency service is available from Baker Group -- 24 hours a day -- 7 days a week to reduce the impact of down time and inconvenience for City of Huxley - Safe Room. If an emergency arises, skilled Baker Group technicians will be dispatched to your site with our highest service priority. Our familiarity with your systems will allow us to quickly solve the problem and return your facility to full, efficient operation. By providing quick response, disruptions will be kept to an absolute minimum. Should emergency service be required, but not covered by this agreement, it will be billed separately at preferred client rates.

Commitment to Service Excellence

In partnership with City of Huxley - Safe Room, we promise to deliver high quality Sustainable Workplace Solutions by both understanding and exceeding your expectations. A periodic review of Baker Group's performance will be scheduled. Discussions will include, but not be limited to, quality of work, facility concerns, ways to improve, changes needed, and a request for a report card on our work. Any improvements identified will be addressed in an action plan.





Sustainable Workplace Solutions For City of Huxley - Safe Room

Heating, Ventilating, and Air Conditioning Scope

If your business could be done outdoors every day, you could eliminate your investment in your building. Your business is done beneath a roof and within the comfort of four walls to improve the productivity of the people and machines you count on in your business. This maintenance program is designed to provide City of Huxley - Safe Room with a complete maintenance program to minimize equipment downtime and extend the life of your HVAC equipment. Baker Group will plan, schedule, manage, and enhance the process to deliver the comfort and productivity you expect.

HVAC Support Services

Baker Group has expertise at designing, installing, and maintaining HVAC Systems. The Support Services marked below are an integral part of this service offering:

☒ **Air Filter Replacement**

Regular, timely, air filter replacement assures that your ventilation air is appropriately filtered. If not replaced regularly, dirty filters will degrade your system efficiency by restricting air flow. Dirty filters also provide a rich media for mold or bacteria growth that could be harmful to your building occupants. Air filters will be provided for all fan systems on the Covered Equipment Schedule.

☒ **System Improvement Recommendations**

Baker Group is one of the largest Design/Build Contractors in Iowa. Our engineers and technicians are experienced at providing recommendations to ensure optimal performance. These recommendations are targeted towards energy savings, more efficient operation, and improved comfort for you and your building occupants.

☐ **Pneumatic Control Systems**

Annual inspection and calibration of pneumatic controls will keep systems operating as designed. This includes reviewing control sequences and maintenance of the associated air compressor.

☐ **Electric/Electronic Control Systems**

Annual inspection and calibration of thermostats and sensors will be performed. Electrical contacts will be cleaned and sequences will be verified to keep systems operating as designed.

☒ **Additional HVAC Scope**

1. Bi-Annual Preventive Maintenance terms only, no repair labor or material included.
- 2.

Service Coverage Type

- ☒ Preventive Maintenance Labor
- ☒ Preventive Maintenance Material
- ☐ Repair Labor
- ☐ Repair Material
- ☒ Client Training
- ☒ Systems Operation
- ☒ 24 / 7 / 365
- ☐ Other: _____



Sustainable Workplace Solutions For City of Huxley - Safe Room

Domestic Water and Plumbing Systems Scope

Periodic inspection, lubrication, adjusting and cleaning of your domestic water/plumbing systems keeps them operating at peak, trouble-free efficiency. Potential issues are spotted before they cause problems. Items such as gaskets, seals, shutoff valves, strainers, drains, corroded pipes and aerators may seem like small items, but they can cause significant problems to your system if not properly maintained. A well maintained system also lowers utility costs and extends the life of your systems/fixtures, therefore reducing the number of emergency calls by revealing potential problems that can be corrected before causing major plumbing repairs.

Service Coverage Type

- ☒ Preventive Maintenance Labor
- ☒ Preventive Maintenance Material
- ☐ Repair Labor
- ☐ Repair Material
- ☐ Client Training
- ☒ Systems Operation
- ☒ 24 / 7 / 365
- ☐ Other: _____

Domestic Water and Plumbing Specialties

The Support Services marked below are an integral part of this service offering:

- ☐ Legionella Pneumophila Specific Testing of Domestic Hot Water Systems
- ☒ Water Heaters
- ☐ Water Softeners
- ☒ Circulating Pumps
- ☐ Commercial Ice Makers
- ☐ Drinking Fountains
- ☐ Domestic Water Filtration
- ☐ Water Features
- ☐ Reverse Osmosis (RO) Water Systems
- ☐ Ozone Generators
- ☐ Sump Pumps
- ☐ Pressure Boosting Pumps
- ☐ Eye Wash Stations
- ☐ Flush Valves and Faucets
 - ☐ Annual Battery Replacement
- ☐ Pressure Reducing Valves
- ☐ Backflow Preventers
- ☐ Mixing Valves
- ☐ Sewage Ejector Pumps
- ☐ Sanitary Sewer: Auger Main Lines at the following interval: ____
- ☐ Grease Interceptors: Pumped at the following interval: ____
- ☐ Other _____
- ☐ System Improvement Recommendations
- ☐ Additional Domestic Water and Plumbing Systems Scope: ____



Sustainable Workplace Solutions For City of Huxley - Safe Room

Services Available from Baker Group:

Mechanical Capabilities:

Boiler Installation & Service
Chiller / Cooling Tower Installation & Service
Power House Piping
Industrial Process Piping
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Specialty Metal Fabrication
Heating, Cooling, and Ventilation
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Dust Collection / Filtration Systems
Kitchen and Food Prep Surfaces
Custom Machine Guards
Smoke Stacks and Boiler Stacks
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Generator Exhaust
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Site Utilities and Facility Power Distribution
Switchgear, Bus Way, and Cable Tray Systems
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Lighting Systems - New and Upgrades
Electrical Power Monitoring Systems
Hazardous Location Installations
Infrared Thermography Analysis
Lightning Protection
Industrial Instrumentation and Control
Emergency Power - Generators and UPS Systems
Voice / Data / Video / Fiber

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Design / Build Mechanical Engineering
AutoCAD 3-D Design & Documentation
Building Information Modeling (BIM)
USGBC LEED® – Accredited Professionals
Specialized Regulatory Commissioning
Custom Environmental Chamber Design
Energy Use Analysis and Benchmarking
Indoor Air Quality Analysis
Air Balancing – Active Pressurization Control
Refrigerant Management and Replacement
Facility Improvement Master Planning

Building and Process Automation:

Specialized Turnkey Systems Integration:
Data Analytics
Industrial PLC / HVAC / Security / Fire / Energy
Digital Temperature Control Systems
PLC Installation & Programming
SCADA (System Control and Data Acquisition)
Temperature & Pressure Transmitter Installation
Pneumatic Control Systems
Boiler Sequencing & Control Wiring
Lighting Control
Real-time Energy Monitoring & Control
Refrigerant Monitoring – Leak Reporting
Internet Based Monitoring & Control Systems
Laboratory and Critical Environment Controls

Security and Fire Alarm Systems:

I/P CCTV Surveillance Systems and Analytics
Card Access / Biometric Systems / Photo ID
POE Edge Devices and Intercom
Electrified Door Hardware, Wireless Locks
Gas Detection and Monitoring
Lightning Detection
Integrated Building Automation / Security Systems
Parking Lot Gate Controls
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Boiler Combustion Efficiency Analysis
Back Flow Testing and Certification
Chiller Maintenance and Rebuilding
Scheduled Preventive Maintenance
Building Operations Staffing
Computerized Maintenance Management
Flat Fee Comprehensive Service Program

SCHEDULE ONE	AGREEMENT DATE	2/2/2017
COVERED EQUIPMENT	AGREEMENT NO:	32.17415

SPECL = Special Training or Coverage
OPNS = On-Site Facility Operations
TI = Test and Inspect Only

[illegible]

SCHEDULE TWO	AGREEMENT DATE	2/2/2017
AIR FILTER LIST	AGREEMENT NO:	32.17415



Baker
GROUP



Sustainable Workplace Solutions For City of Huxley - Safe Room

TERMS AND CONDITIONS

GENERAL

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8. After the initial term, Baker Group may adjust the price charged under this Agreement annually on the anniversary date to reflect changes in conditions and prevailing labor and material costs.
9. Client represents that all systems and equipment covered under this Agreement are in maintainable condition and meet current codes. If repairs are found necessary during the new agreement start-up inspection or the initial seasonal start-up, a repair proposal will be submitted for approval. If the repair proposal is declined, the non-maintainable items will be eliminated from the Agreement and the Agreement price adjusted accordingly. If during the term of the Agreement, covered equipment becomes non-repairable due to unavailability of replacement parts, Baker Group, at its option, may remove it from the Agreement and the Agreement price will be adjusted accordingly.
10. Repair, replacement and emergency service provisions apply only to the equipment and system(s) covered by this Agreement. The client is responsible for the replacement or repair of non-moving, non-maintainable parts, such as structural supports, stations, device mounts, ductwork, boiler shell and tubes, boiler refractory, insulating materials, equipment cabinets, fixtures, boxes, water supply lines, plumbing, oil storage tanks, oil and/or gas lines, water lines, refrigerant piping, pneumatic tubing, converter shell and tubes, heating or cooling coils, electrical wiring and conduit.
11. Client is responsible for the addition of any equipment or performance of any tests or changes in design required by insurance companies, local, state or federal authorities.
12. If the system(s) or equipment covered is altered, modified, changed or moved, this Agreement may be adjusted accordingly.
13. As part of this Agreement, Baker Group may provide capital goods or services in advance of payment. If this Agreement is canceled before the end of the initial term, Baker Group reserves the right to invoice Client for any costs incurred in excess of the revenue received by Baker Group over the period of the initial term and any extensions thereof.
14. In the event that during the term or within one (1) year after termination or non-renewal of this Agreement, Client hires a Baker Group employee to perform any or all services provided by this Agreement, Baker Group reserves the right to invoice and collect from Client an amount equal to the expected first year income of the individual.
15. The coverage included in this Agreement, including terms, conditions and schedules attached hereto and incorporated herein, will constitute the entire agreement between us. This Agreement is the confidential property of Baker Group and is provided for Client's use only. No waiver, change or modification of any terms or conditions of this Agreement shall be binding on Baker Group unless made in writing and signed by authorized management of Baker Group.
16. If the Client defaults under this Agreement, Baker Group may terminate this Agreement upon thirty (30) days written notice to Client.
17. The provisions set forth herein in the Terms and Conditions shall be controlling over any other provisions in this Agreement.
18. If any term or provision of this Agreement is held invalid or unenforceable to any extent, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
19. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.
20. Baker Group does accept MasterCard and VISA credit card payments. However, the vendor charges us a 4% processing fee. These charges will be passed on to the customer for invoice amounts exceeding \$2000.

LIMITATIONS OF LIABILITY, INDEMNIFICATION, AND WARRANTY DISCLAIMER

1. Baker Group shall not be liable for damage or loss due to fire, flood, lightning strikes, electrical spikes, brown outs, phase loss/reversal, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, computer virus, commotion, attack, war, terrorism, act of God, or any other cause beyond Baker Group's reasonable control.
2. In no event, whether as a result of a claim of breach of contract, breach of warranty, negligence, or otherwise, shall Baker Group or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damages arising out of or relating to this Agreement, including but not limited to, loss of profit or revenues, loss of use of any products, machinery, systems or equipment, damage to associated products, machinery, systems, or equipment, cost of capital, cost of substitute products, machinery, systems, equipment, facilities, services or replacement power, down time costs, PCI DSS compliance fines, lost profits, or claims of Client's clients for such damages. In no event shall Baker Group's liability, whether sounding in warranty, contract, tort, or otherwise, exceed the price paid under this Agreement.
3. If Client does not operate machinery, equipment or system(s) per initial design, code or manufacturer's requirements, Baker Group shall not be liable for any malfunctioning components or non-function of system or for any related damages.
4. Client acknowledges that signals which are transmitted over telephone lines, air waves, and/or other modes of communication pass through communication networks wholly beyond the control of Baker Group and therefore Baker Group shall not be held responsible for any failure which prevents transmission signals from reaching the third party monitoring company or for any related damages.
5. Baker Group assumes no responsibility and therefore shall not be liable to Client for any loss or damage suffered by Client as a result of burglary, hold-up, fire, smoke, water damage, vehicle damage, machinery, equipment, or system failure, failure of central station, or failure of municipal authority to respond to signals, or any other cause whatsoever, regardless of whether such loss or damage or personal injury or death was caused or contributed to by Baker Group's or the third party monitoring company's negligent performance or failure to perform any obligations.
6. Client agrees that false alarm assessments or like charges may be imposed by local government bodies or other organizations who Baker Group or the third party monitoring company is directed to report alarm activity. Client agrees to promptly pay any or all of such false alarm fees.
7. Client agrees that Baker Group is not an insurer and that no insurance coverage is offered herein.
8. To the fullest extent permitted by applicable law, Client shall defend, indemnify and hold harmless the Baker Group from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, awards, judgments, settlements, and penalties, including but not limited to, costs, expenses and attorneys' fees incident thereto, arising out of, based upon, or occasioned by or in connection with (a) the Baker Group's performance or non-performance of this Agreement and/or provision of goods or services to Client, and/or (b) any negligent act or omission, gross negligence, or willful conduct of Client, or that of anyone directly or indirectly employed by it or anyone for whose acts any of them may be liable, regardless of whether or not such liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, awards, judgments, settlements, and penalties are caused by a party indemnified hereunder.
9. In the event the Baker Group should prevail in any legal action arising out of the performance or non-performance of this Agreement, Client shall pay, in addition to any damages, all expenses of such action, including but not limited to reasonable attorneys' fees and costs.
10. Baker Group warrants materials to the extent and for the time period said materials are warranted to Baker Group by the manufacturer(s); and Baker Group's liability, if any, under this Agreement shall be limited to replacement of defective materials covered by such manufacturer(s) warranty. **NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, BAKER GROUP MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE SERVICES OR THE CONDITION OF ANY MATERIALS PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR COMPLIANCE WITH ANY APPLICABLE LEGAL REQUIREMENT.**

RESOLUTION NO. 17-039

**RESOLUTION APPROVING SERVICE PROPOSAL AND AGREEMENT FROM
QUALITY ONE COMMERCIAL CLEANING**

WHEREAS, the City of Huxley owns and operates the 3Cs Community Center, Safe Room and the Nord-Kalsem Community Center; and

WHEREAS, the Custodial Services for these facilities and requires personnel with expertise and knowledge to maintain the buildings; and

WHEREAS, the Quality One has submitted a proposal to perform Custodial Services for these buildings; and

BE IT RESOLVED, THEREFORE, that the City Council of Huxley, Iowa does hereby approve the the proposal from Quality One and authorizes the Mayor to sign.

PASSED, ADOPTED AND APPROVED this ____th day of June, 2017.

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

PASSED, ADOPTED AND APPROVED this ____th day of June, 2017.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 17-039** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this __th day of June, 2017.

Craig D. Henry, Mayor

ATTEST:

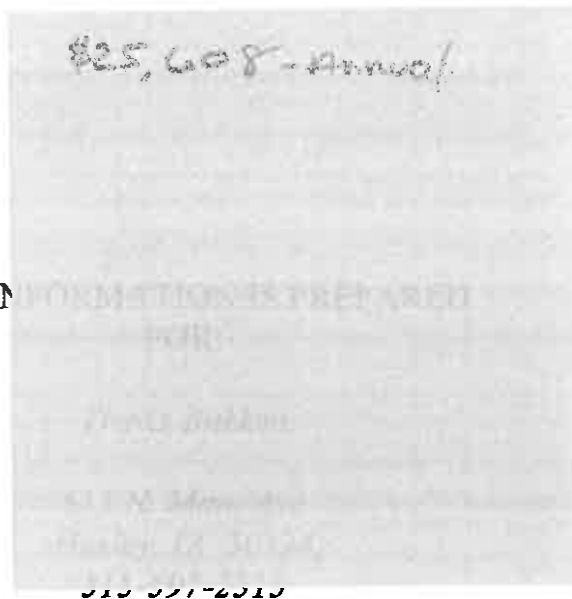
Amy Kaplan, Deputy City Clerk

SERVICE PROPOSAL AND AGREEMENT

Huxley City Hall

2134 +

THIS INFORMATION IS PREPARED FOR:



515 597-2515

5-18-17





319 Sondrol Ave
Ames, IA 50010
515-232-7272

Travis,

The enclosed information includes a duties list, references and a month to month contract ready for execution. Let me know if you have any questions.

Here are just a few of the many reasons you will be completely happy with **QualityOne Commercial Cleaning**.

We can save you money. When you stop to figure how much it costs you to employ, train, supervise, buy materials and supplies for them to use and invest in proper cleaning equipment you can realize how simple it would be to have skilled and efficient personnel assume this responsibility for you.

Your facilities will be serviced by professional cleaning maintenance technicians who are **bonded, fully-trained, and supervised**.

Technicians are background checked, go through **pre employment drug screening, are subject to ongoing random drug/alcohol testing and have regular supervision**. Thankfully, we have never had a staff member test positive for drugs or alcohol.

You will have our **100% satisfaction guarantee**.

You will receive exactly what you want from a building service contractor: **honesty, dependability, and consistency** day-after-day, week-after-week, all year long. QualityOne currently maintains 90 + facilities in the surrounding area. These satisfied customers will attest to our efficient and dependable service.

I sincerely believe our service is second to none. If after reviewing the following proposal, you have any question at all, please contact me. I would like to be given responsibility for the cleaning maintenance of your facility. Thank you for the review of my proposal.

Sincerely,

Neal Dollinger

Neal Dollinger, President
QualityOne Commercial Cleaning

SERVICE AGREEMENT

This agreement is entered into by and between **QualityOne Commercial Cleaning**, located at 319 Sondrol Ave. Ames, IA 50010, hereinafter called "Contractor," and, **Huxley City Hall**, hereinafter called "Owner."

RECITALS

Owner is the Owner and/or Operator of property known as Huxley City Hall located at 515 N. Main Ave, Huxley, IA 50124. The property, for convenience, will from time to time be referred to as "the premises."

Contractor is engaged in the business of furnishing building services, including janitorial housekeeping, carpet shampooing and extraction, carpet, hard surface floor maintenance, pressure washing, upholstery cleaning, window cleaning, and associated property services.

The Owner and the Contractor desire to enter into an agreement whereby Owner will employ the Contractor to perform certain services on the premises under the terms and conditions set forth below.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Employment.** Owner hereby employs Contractor and Contractor agrees to work for Owner for the terms and conditions set forth below.
2. **Relationship of Parties.** The parties intend that an independent contractor/owner relationship will be created by this agreement. Owner is interested only in the results to be achieved and the conduct and control of the work force involved in performing this contract will lie solely with the Contractor. Contractor is not an employee of the Owner and is not entitled to the benefits provided by the Owner to its employees, if any.
3. **Nature and Quality of Services to Be Performed.** Contractor agrees to perform services on the premises in accordance with the accompanying schedules attached **[Duty's List]** hereto in a good and workmanlike manner.
 - 3.1 Notification of deficiencies in the performance of the agreement may be made either of two ways:
 - a. By email, stating the exact nature of the deficiency.
 - b. By telephone call to the Contractor.
 - 3.2 In any event, Contractor shall acknowledge the alleged deficiency. After investigation, if Contractor is at fault, the deficiency shall be corrected immediately. If the deficiency is caused by factors other than the Contractor's error, Owner may, at extra charge, hire Contractor to correct deficiency.

4. **Contractor's Equipment and Materials.** Contractor will furnish all labor, equipment, and materials to perform the specified duties under this agreement, except otherwise stated in this agreement. Supplies used (during the cleaning process) and consumed in restrooms, lunch rooms, etc., such as hand soap, paper towels, tissue, etc. will be purchased by the Owner and maintained by the Contractor. Restroom supplies will be ordered from the distributor, by the:
(X) Owner, () Contractor.

(1) If Owner orders these supplies from the distributor, Contractor or its building supervisor will report to the Owner one week before supplies run out that supplies need to be reordered.

(2) If Contractor orders these supplies from the distributor, Contractor will pick up, deliver, unbox, and place supplies in storage. Contractor will bill Owner for the supplies.

5. **Frequency of Service**

5.1 Contractor will provide normal janitorial housekeeping service per the duty list attached. Construction clean up is not include in the daily janitorial duties.

5.2 Cleaning will take place per agreed timeline to be discussed by the Owner and Contractor.

5.3 Project work, such as window cleaning, floor care, carpet shampooing/extraction, and other periodic services will be performed as outlined in section 15 and/or in the attached janitorial specifications.

5.4 Contractor will not be responsible to reimburse client for cleaning days that are missed due to acts of god such as snow days and icy road conditions. If weather advisories are issued for the area it will be at our discretion not to endanger our employees.

6. **Supervision.** In order to insure the highest quality cleaning services, the Contractor agrees to employ fully trained supervisory personnel to make regular and scheduled inspections of the premises, noting any deficiencies to be corrected, as well as pointing out the areas of superior service to the regular cleaning staff. In addition, upper management personnel will be available for inspection and follow-up as the situation warrants such attention.

7. **Disputes.** In the event suit of legal action is commenced to enforce any of the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs, including costs of appeal to be fixed by the Court hearing this matter.

8. **Indemnity.** Contractor agrees to hold Owner harmless from any and all claims, costs, expenses, losses, or liabilities of every kind or nature, including attorney's fees, arising out of or in any manner connected directly or indirectly with Contractor's performance or failure to perform duties and services under this agreement.

8.1 Contractor shall carry and provide evidence of a minimum of \$1,000,000.00 for bodily injury and \$1,000,000.00 for property damage, including Broad Form Property Damage. Said certificate shall specify that Owner will be furnished with fifteen (15) days written notice prior to any cancellation of said coverage.

8.2 Contractor agrees to indemnify Owner against all liability and loss in connection with, and shall assume all liability for payment of all Federal, State, and Local taxes or contributions imposed or required under Unemployment Insurance, Social Security, Workers' Compensation, and Income Taxes with respect to Contractor or Contractor's employees engaged in the performance of the agreement.

9. **Termination.** This agreement may be modified from time to time as set forth above, and may be terminated in its entirety by either the Owner or the Contractor at any time by giving notice in writing of the desire to do so at least thirty (30) days prior to the desired date of termination.

9.1 In no event will any notice of termination give rise to or result in any reduction of services by Contractor, or in any manner reduce or diminish the agreed amount due Contractor for any services performed under the terms of this agreement.

9.2 Owner agrees that during the period of this agreement, or for six (6) months after the termination thereof that it will not employ, engage, or contract with any present or past employee of contractor to perform any services outlined in this agreement. Penalty for such action will consist of payment due to contractor of (6) months wages of employee at a rate of \$10.00 per hour.

10. **Prior Agreements.** This Agreement supersedes any and all earlier agreements between Owner and Contractor, whether written or oral, relating to its subject matter.

11. **Severability.** In the case that any provision of this Agreement is determined to be invalid, illegal, or unenforceable as written, both the Owner and the Contractor intend and desire that such provision be enforced to the fullest extent allowed by law, and that the remainder of this Agreement shall not be affected in any way

12. **Modification.** This agreement is the final and complete agreement of the Owner and the Contractor and supersedes and replaces all written and oral agreements heretofore made or existing by and between them. This agreement may not be modified in any respect except upon mutual agreement of the Owner and the Contractor in writing signed by each of them.

13. **Adjustments.** The prices set forth in this agreement are based on the present wage scales and other benefits affecting us in this locality, the present services provided, and the frequency of work. There will be no change in pricing unless Owner requests additional services to be performed or a change is required at the time of renewal.

14. **Special Notations.** In addition to the regular services performed by the Contractor, Owner and Contractor agree to the following special conditions:

15. **Extra Services Provided.** Owner and Contractor agree that the following services will be provided on request or upon stated frequency at additional charge:

15.1	Windows Cleaning fees:	
	Spot clean entry door glass	Included in monthly fee.
	Perimeter exterior / on request	Bid upon request
	Perimeter interior / on request	Bid upon request
	Relight partition / on request	Bid upon request

15.2 Ceramic tile/grout & VCT tile floor care (\$200 minimum)

Regular mopping:	Included in monthly fee
Spray Buff/Burnish:	@ .10 sq.ft.
Machine Scrub;	@ .25 sq ft
Scrub/Recoat:	@ .35 sq.ft.
Strip/Recoat	@ .50 sq.ft.

15.3 Concrete strip and refinish @ .75 sq.ft. (\$200 minimum)

15.4 Carpet Cleaning

Price per square foot on request:

\$.20/ft. up to 1,999
\$.18/ft. from 2,000 - 3,999
\$.16/ft. from 4,000 – 5,999
\$.14/ft. from 6,000 – 7,999
\$.12/ft. from 8,000 – 9,999
\$.11/ft. from 10,000 – 14,999
\$.10/ft. 15,000 and up

Minimum Charge: \$100.00

Scotchgard carpet protector \$.10 per sq.ft.

15.5 Other:

Janitorial emergency or on-call work:	@ \$25.00 per hour - minimum \$50.00
Water damage (emergency or on-call):	@ \$25.00 per hour - minimum \$50.00
Construction cleanup:	@ \$25.00 per hour - minimum \$50.00

SERVICE AGREEMENT

This agreement is entered into this _____ day of _____, 2017, by and between **QualityOne Commercial Cleaning** and **Huxley City Hall**.

16. Monthly Fee, Terms, and Conditions

16.1 Monthly Service Fee Itemized / Janitorial Housekeeping / Reference duty's list.

Five times per week cleaning: @ **\$2134.00 per month**

*please add 7% state sales tax to all above pricing.

16.2 Owner agrees to pay Contractor a monthly fee of the above.

Additions or deletions will be calculated and mutually agreed upon, as provided in Section 12.

16.3 Payment shall be due by the 10th day of the month following service.

16.4 Owner will pay a late charge of one and one-half per cent (1-1/2%) per month on any past due amounts. The late charge will be included on the following month's invoice.

16.5 The terms of this agreement shall be for a period of one (1) year and shall automatically renew for additional one (1) year periods on the anniversary date of this agreement. However, it may be modified from time to time or terminated by either party by giving notice in writing at least thirty days prior to the desired date of termination. Since all work is guaranteed, we look forward to a long and pleasant relationship.

Neal Dollinger

Neal Dollinger, President

QualityOne Commercial Cleaning / Equal Opportunity Employer

Acceptance:

The prices, terms, and conditions of this page and the accompanying pages of this agreement and the attached specifications are satisfactory and hereby accepted. Contractor is authorized to do the work as specified. Payments will be made as outlined above.

Owner's Representative date

Owner's Representative date

A GREAT DEAL OF SERVICE FOR YOUR DOLLAR!

Our Monthly Service Fee Includes:

1. Honest, dependable labor provided by qualified cleaning technicians.
2. Employee training in cleaning standards and OSHA requirements.
3. Employer taxes.
4. Commercial liability insurance.
5. Worker's compensation insurance.
6. Safe high-quality cleaning solutions and materials for professional cleaning results.
7. Modern cleaning equipment properly maintained for safe and effective floor care maintenance.
8. Transportation time and expense getting cleaning personnel to your building.
9. Supervision for quality control.
10. Regular quality control inspections.
11. Consistent, high quality, worry-free cleaning week after week, month after month, all year long.

GENERAL INSTRUCTIONS FOR OUR CUSTODIANS

1. No smoking in the building at any time.
2. Maintain neat and orderly janitorial closet.
3. Leave a message advising of any irregularities noted during service.
4. Report unsafe conditions.
5. Turn off all lights except those required to be on.
6. Turn off coffee makers, if noticed by custodian(s).
7. Do not turn off computers, photocopy machines and other electronic equipment.
8. Lock all entrance doors when leaving.
9. Boxes and other items for disposal not found in waste baskets should be clearly marked by the customer indicating that these items are to be placed for disposal. If these items are not marked for disposal, leave them where found.
10. Do not provide cleaning in any room or suite with a note attached to the door requesting that cleaning not be provided.

SUGGESTIONS

FOR HELPING OUR CLEANING PROFESSIONALS PERFORM FIRST-CLASS CLEANING SERVICES

We ask your employees to . . .

1. Leave a note for the custodian if you want an extra service in addition to a scheduled service. (Please forward a copy of the note to our office).
2. Have floor mats at outside entrances to stop as much soil as possible from entering the building.
3. Keep floors clear of boxes and other items for thorough vacuuming and floor maintenance.
4. Wrap wires and cords and keep them clear of the floor.
5. Clean carpets regularly to prevent unnecessary wear or permanent stains to the carpet.
6. Place floor mats under chairs at work stations to prevent excessive wear of the carpet.
7. Change heating and air conditioning filters at regular intervals.
8. Regularly service furnaces to prevent soot from entering the office area.
9. Do not drop paper staples on the carpet. Our service does not include removing staples from carpet.

QualityOne Objectives

These are the objectives we want to achieve with your janitorial services.

1. **Provide Personal Services:** Because we are family owned, QualityOne prides itself in delivering a high level of personal service by providing quick response in emergency situations and constant follow up by our quality control manager with the front line technicians.
2. **Provide Simple Effective Service:** The foundation of QualityOne's success is our systematic approach to cleaning. This gives our clients consistent results day after day, week after week all year long. This creates a "hands free" environment for our clients and their staff.
3. **Maintain an Atmosphere of Confidence and Security:** QualityOne screens all applicants carefully including pre-employment and random drug/alcohol testing, and criminal background checks on all technicians that we hire. This gives you the peace of mind that all things are well when your facility is occupied by our staff.
4. **We can Handle It for You:** Being a full service company, QualityOne can provide you a comprehensive Maintenance program for your facility. Our clients benefit from working with only one vendor for all their needs including carpet, tile, window and custodial maintenance.



City of Huxley

515 N Main Ave / 515-5972515 / Job Pin #

Day & Time: Monday-Friday / Duty's List May 2017

City Hall Duties / Five Times Per Week After 5pm

- Empty trash and dispose of in dumpster. [City Hall Area & Chambers Room]
- Clean and polish entry door glass.
- Clean and polish drinking fountains.
- Vacuum carpeted floors.
 - a. Will do full spot vacuum daily.
 - b. Will break up facility in 4 sections and do a full vacuum in one section each day.
- Dust open surfaces. (excluding personal work space).
- Check and clean the Chamber Room as needed. Wet wipe tables and desks.

Restrooms: (1)

- Empty waste containers and feminine napkin receptacles.
- Re-stock paper products and hand soap dispensers.
- Clean sinks, mirror and, hardware.
- Wipe partitions and spot clean walls.
- Clean toilets inside and out.
- Spot clean and polish stainless steel and chrome.
- Dry mop, wet mop and sanitize floors.

Parks and Rec Department / Five Times Per Week After 8pm in the Summer and After 9pm in the Winter

- Empty trash and dispose of in dumpster. [Office area, Lobby, Gym, Weight Room, Exercise Room, and Upper Level]
- Clean and polish entry door glass.
- Clean and polish the drinking fountains.
- Sweep and mop the stair way.
- Vacuum the walk off mats.
- Clean the stainless steel walls of marks and dust as needed.

Restrooms / Locker Rooms: (2)

- Empty waste containers and feminine napkin receptacles.
- Re-stock paper products and hand soap dispensers.
- Clean sinks, mirror and, hardware.
- Wipe partitions and spot clean walls.
- Clean toilets inside and out.
- Spot clean and polish stainless steel and chrome.
- Dry mop, wet mop and sanitize floors.
- Clean and sanitize the shower stalls.

Library / Five Times Per Week After 8pm

- Empty the trash and dispose of in the dumpster. [Main Library area and Lobby]
- Vacuum the carpet in the lobby area. [Not in the Library]
- Wipe down the tables and chairs in the lobby area.

Restrooms: (2)

- Empty waste containers and feminine napkin receptacles.
- Re-stock paper products and hand soap dispensers.
- Clean sinks, mirror and, hardware.
- Wipe partitions and spot clean walls.
- Clean toilets inside and out.
- Spot clean and polish stainless steel and chrome.
- Dry mop, wet mop and sanitize floors.

Safe Room / Two Times Per Week After 5pm and before the weekend.

- Sweep and mop the cement floor.
- Clean and polish the drinking fountains.

Kitchen

- Clean kitchen sink, countertops and tables.
- Wipe down fronts of appliances and cupboards as needed.

Restrooms: (4)

- Empty waste containers and feminine napkin receptacles.
- Re-stock paper products and hand soap dispensers.
- Clean sinks, mirror and, hardware.
- Wipe partitions and spot clean walls.
- Clean toilets inside and out.
- Spot clean and polish stainless steel and chrome.
- Dry mop, wet mop and sanitize floors.

Community Center

- Sweep and mop the cement floor.
- Clean and polish the drinking fountains.

Kitchen

- Clean kitchen sink, countertops and tables.
- Wipe down fronts of appliances and cupboards as needed.

Restrooms: (1)

- Empty waste containers and feminine napkin receptacles.
- Re-stock paper products and hand soap dispensers.
- Clean sinks, mirror and, hardware.
- Wipe partitions and spot clean walls.
- Clean toilets inside and out.
- Spot clean and polish stainless steel and chrome.
- Dry mop, wet mop and sanitize floors.

Historic Society / Once Per Week After 5pm

- Vacuum the carpet.

Disposables:

- To be determined.

A Brief Explanation of Our Carpet Cleaning Process and Procedures

Dry Particle Soil Removal: Up to 90% of the soil on a carpet is dry soil and can be removed using a heavy duty commercial style vacuum. This procedure removes the grit and soil that abrades carpet fibers and prematurely destroys your carpet.

Steam Extraction: For both deep cleaning and superior results on heavier soiled or neglected carpets we use steam extraction. Our process gently but thoroughly cleans the entire carpet fiber while doing no damage to the carpet back underlayment. Because the carpets we clean this way dry fast with little or no residue from our cleaning agents, they stay fresh and clean longer.

Bonnet Cleaning: Bonnet cleaning resembles rotary shampooing in that a rotary machine with some modification is used. However, with bonnet cleaning a high absorbent double faced bonnet is used together with a non-residual cleaning agent. The cleaning agent emulsifies the oily soils and lifts them on to the bonnet, leaving the carpet almost completely dry and ready for immediate use.

Scotchgard Carpet Protector: Relax and enjoy your carpet with the first name in protection from dirt, spots and stains. For over 30 years, scotchgard carpet protector has spared countless consumers the frustrating problems of soiled fibers. Dirt particles cling less, so vacuuming is easier and more efficient. Scotchgard Carpet Protector also helps keep spills from penetrating fibers and becoming a hard-to-remove spot or stain. Liquids don't soak into fibers so they can be easily blotted up.

A Brief Explanation of Our Tile Maintenance Process and Procedures

Routine Maintenance: Dust mop and vacuum edges to eliminate dust accumulation. Utilize auto scrubber to scrub and rinse the floor for large areas, and wet mop smaller detailed or intricate areas.

Strip and Finish: This process is used when the floor is ready to be reconditioned to get back to square one. This process consists of stripping the floor clean of all dirt and finish build up and applying several coats of new finish. This process is considered a restoration which is typically done once or twice per year.

Scrub and Recoat: A scrub and recoat is similar to stripping and finishing without the removing of all the finish. Only the dirt and the top one or two coats of finish are removed, leaving the clean base ready to be refinished. This adds maximum economy to a floor maintenance program.

High Speed Buffing: Polishing tile with a high speed buffing machine is necessary when a high level of appearance management is required. In this process, the floor is cleaned thoroughly then buffed with a high rpm rotary machine and a special pad to accomplish a high gloss finish. This process can be done as often as daily and as infrequently as monthly depending on the amount of traffic on a particular floor.

Ceramic Tile/Grout: Restoring ceramic tile and grout requires the use of a special power head in conjunction with a truck mounted steam cleaning extractor. Solution is applied to emulsify soils embedded in grout and the power head is used to inject high pressure/high temperature neutralizer to carry away the soil and chemical residue. This process leaves the grout lines looking new. Have QualityOne seal your grout for longer lasting appearance.

Available QualityOne Disposable Products

Below prices are subject to change due to price fluctuations.

15 Gallon Trash Liners	LL2433-100K Black /250 per	\$28.00
45 Gallon Trash Liners	LH3037-7K Black /500 per	\$39.00
60 Gallon Trash Liner	LR3860-125K Black /100 per	\$38.00
2-ply Toilet Paper	Bay 54000 TP Ecosoft 2ply 4.5x4 96/cs	\$60.00
White Multi-fold Towels	Bay 48500 MF Ecosoft White 4m/cs	\$31.00
Roll Towels	White / Bay 46200	\$41.00
Pearlux Liquid Soap	UPC #75372701712 11-118 4/1 gallon	\$15.00
Lite & Foamy	Cranberry Ice / 1 Gallon	\$17.00
Sanisacs	ROC25025088 #77 Sanisac 500/cs waxed liner	\$28.00
Neutra Air Freshmatic	Dispenser	\$16.00 each
Glade Plug Ins	Six Refill / One Warmer Several Scents Available	\$13.88 each
GoJo Touch Free Dispenser	Gray & White or Black	\$12.00 each
GoJo Refill	TFX / Soap Antibacterial 2 per/cs	\$48.00
GoJo Refill	Foam Soap 2per/cs	\$48.00
Purell Sanitizer	8 oz Pump Bottle 12per/cs	\$69.00
Urinal Screens	Melonmist 10/cs	\$29.00
Oceans Ultrafold	Paper Towel Dispensers	\$41.00
Single Fold	Paper Towels / Brown	\$31.00

GOJO Touch Free Dispensing System

Touch Free Dispenser, 30,000 uses

Uses 3 C Batteries

Gray & White or Black

Fully ADA compliant

UL/CE registered

**GOJO Soap refill**

Antibacterial, w/vitamin e/aloe

Rich thick lather & fresh fragrances

Fresh dispensing valve w/each refill

Sanitary sealed bottle

1200 ml. refill / 2,000 hand washes

**GOJO Soap Refill**

Rich thick lather w/fresh fragrances

Sanitary sealed bottle

Fresh dispensing valve w/each refill

1200 ml. refill / 2,000 hand washes

**Purell Hand Sanitizer**

Instant hand sanitizer

Kills 99.9% of the germs

Dermatologist tested

Capacity / 8 oz

**Glade Plug Ins**

Six Scented Oil Refills

One Warmer

Several Scents Available



Janitorial References

City of Ames (City Hall)
515 Kellogg Ave
Ames, IA 50010
65,000 sq. ft.
John Forth,
Maintenance Director
515-239-5166

ISU Research park
2711 S. Loop Dr.
Ames IA 50014
Michele Farnham,
Facility Service Manager
515-296-6723

ISU Foundation
2505 Elwood Dr.
Ames, IA 50010
35,000 sq. ft.
Deb Hanson
Facilities/Payroll Coordinator
515-294-8593

Federal Highway Administration
105 6th Street
Ames, IA 50010
Irv Netcott
515-708-3530

Lincolnway Energy
59511 W Lincoln Hwy
Nevada, IA 50201
Kay Gammon
515-817-0150

Ames Public Library
515 Douglas
Ames, IA 50010
31,100 sq. ft.
Lynne Carey
Assistant Director
515-239-5656

Westech
600 Arrasmith Trail
Ames, IA 50010
Michael Sutherland
515-268-8440

Brown Insurance Services
327 6th Street
Ames, IA 50010
Bruce A. Brown
515-292-2171

17-040

Tab E, Page 1

RESOLUTION NO. 17-041

**RESOLUTION APPROVING THE ADOPTION OF NEW CITY OF HUXLEY
PURCHASING POLICIES**

WHEREAS, the City of Huxley is applying for a Hazard Mitigation Grant; and

WHEREAS, FEMA requires the City to have formal policies for purchasing large and small purchases; and

WHEREAS, the City Council of the City of Huxley wishes to adopt said policies.

BE IT RESOLVED, THEREFORE, that the City of Huxley City Council approves the attached policies.

Roll Call	Aye	Nay	Absent
Kevin Deaton	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dave Jensen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dave Kuhn	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Craig Hemmen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tracey Roberts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED, ADOPTED AND APPROVED this ____th day of June, 2017.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 17-041** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this __th day of June, 2017.

Craig D. Henry, Mayor

ATTEST:

Amy Kaplan, Deputy City Clerk

CITY OF HUXLEY PURCHASING POLICY

Definitions

“Bid” refers to a complete proposal, submitted in competition, to execute specified job(s) within a prescribed time, and not exceeding a proposed amount that usually includes labor, equipment, and materials.

“Contract” refers to any written instrument or electronic document containing the elements of offer, acceptance, and consideration to which the City of Huxley is a party.

“City Council” refers to the City of Huxley City Council.

“Mayor” refers to the Mayor of the City of Huxley.

“Coordinator” refers to City of Huxley or designate.

“Emergency Fund” refers to funds and emergency spending provisions in City of Huxley.

“Lease” refers to a contract conveying from an entity to City of Huxley the use of real or personal property for a designated period of time in return for payment or other valuable consideration.

“Lease-Purchase” includes, but is not limited to, an arrangement in which title of ownership transfers at or shortly after the end of the lease term.

“Proposal” refers to a price given by a vendor for the supplies, material, equipment and/or services, as described to the vendor, but is not an authorization to ship, or of purchase. Notice to public of Request for Proposal (RFP) shall follow the best communication and practice for good/service requested. (e.g., web pages, mailings within certain range, industry or organization publications, etc.)

“Purchase” is defined as the transmission of public money from City of Huxley to another entity by an act or agreement founded upon valuable consideration resulting in the acquisition of any and all supplies, material, equipment, services, or real or personal property for the benefit of City of Huxley, and includes any and all articles and supplies which shall be furnished to or used by City of Huxley, including any and all printing, periodicals, stationery and the rental, repair and maintenance of equipment and machinery, hardware, software, or intellectual property.

“Quotation” refers to an expected, stated price for goods or services given by a vendor, but is not an authorization to ship or of purchase.

General

The City of Huxley shall conduct all purchasing transactions in full compliance with Federal and State laws and any applicable Federal and State standards. All purchasing transactions, either negotiated or competitively bid, and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition.

Procedures shall be clear and consistent, and maximize the efficiency of payment of purchases.

Local Purchases

Pursuant to *Code of Iowa* §23A.3 City of Huxley shall first consider using locally-owned businesses within the City of Huxley if cost and other considerations are relatively equal. However, City of Huxley reserves the right to purchase items outside of City of Huxley if products or services needed are not readily available in City of Huxley, or if a product or service can be purchased outside City of Huxley at a considerable cost savings. Cost savings may include calculating costs to the City of Huxley of operating, maintaining or upgrading the purchase over its expected useful or contractual life.

Sole-Source Purchasing (Non-Competitive)

All purchasing transactions shall be conducted in a matter so as to provide, to the maximum extent practical, competition. However, if open and free competition is not used, sole-source justification shall be provided with the purchase. The justification shall include a description of why it was necessary to purchase non-competitively, such as lack of legitimate competitors, time constraints, or other pertinent information.

Competitive Bids

Public notice calling for the submission of bids shall follow the relevant provisions of the *Code of Iowa* and the *Iowa Administrative Code*. City of Huxley reserves the right to reject bids or make counter offers.

Procedure by Price Threshold (unless otherwise established by the *Code of Iowa*) *Thresholds for Purchase*

- Less than \$5,000 principal amount
 - Regular claim process
- Between \$5,000 - \$25,000 principal amount; anticipated/acknowledged during the budget process
 - Regular claim process
- Between \$5,000 - \$25,000 principal amount; not anticipated/acknowledged during the budget process
 - Approved by the City Council. The City Council will be informed of the purchase at the next regularly scheduled public meeting
- Greater than \$25,000 principal amount (except during a local declared disaster)
 - Request for Proposal or minimum of two (2) written/email quotations
- Purchases using the Emergency Fund
 - Less than \$5,000, Coordinator approval and use regular claim process
 - Greater than \$5,000, Coordinator approval and use regular claim process
 - Greater than \$25,000 Request for Proposal or minimum of two (2) written/email quotations, if time does not permit soliciting proposals the Coordinator will provide written justification with the claim.

Thresholds for Lease or Lease-Purchase Contract Requirements

- Principal amount less than \$25,000 for real or personal property
 - New – Coordinator approval and place on City Council agenda next meeting as an additional item
 - Recurring – place on City Council agenda as a consent agenda item

- Principal amount between \$25,000 - \$600,000 for real or personal property
 - Place on City Council agenda as a public hearing and
 - ✓ Publish Public Notice of proposed action including statement of purpose and amount
 - ✓ Follow Public Notice publication deadlines as defined by *Code of Iowa* §331.305: published no less than 4 days, no more than 20 days prior to public hearing
 - ✓ Ensure the Public Notice meets the requirements of *Code of Iowa* §618.14

The preparation and timely legal publication of public notices are the responsibility of City of Huxley.

Contract Purchases

Contract purchases, including recurring contracts, shall be approved and entered into by the Coordinator. The Coordinator is responsible for developing and managing City of Huxley contracts, and finalizing the specifications and standards expected from the vendor. These standards should be such that the contract performance can be measured. A new contract for a good or a service should be reviewed by the City of Huxley legal advisor. A recurring contract should be reviewed by the City of Huxley legal advisor if any changes occur. An officer or employee of the City of Huxley shall not have an interest, direct or indirect, in a City of Huxley contract applying the principals of conflict of interest as defined in *Code of Iowa* §331.342.

Process

For purchases made on the City of Huxley account, upon receipt of shipment the Coordinator shall examine the shipping document/invoice and ensure that all items have been received and are not damaged. Correction of discrepancies or replacement of damaged items is the responsibility of the Coordinator.

If the invoice amount is different than the quotation/bid received, it is up to the Coordinator to investigate and determine if the billed price is correct and appropriate.

Once shipment has been verified, the invoice and accompanying documentation shall be attached to a claim form, signed by the applicable Coordinator or Mayor, and submitted to the County Auditor for payment.

Bids for contracts shall be opened at a public meeting.

Emergency Purchases

Emergency purchases may be made by the Coordinator following verbal approval of the Mayor, if said purchase falls within the limits of this Policy. What constitutes an emergency is at the discretion of the Mayor.

Exemptions

The following items shall be exempted from the Purchasing Policy. This list is not necessarily all inclusive and shall be amended as necessary.

- Wages
- Employee Benefits
- Rent – Buildings and Land
- Judgments, Damages and Settlements
- Debt/Lease payments

Claims Processing Procedures

All claims must be for reasonable and necessary items which meet the requirements of public purpose. The public purpose shall be documented on the claim if not readily apparent.

The Auditor's claims procedures are as follows:

Timetable

- For each fiscal year, the Auditor's office shall define a bi-weekly payment schedule
- Claims shall be submitted by the deadlines defined in the bi-weekly payment schedule
 - Claims are due by 3:00 pm on the due date
 - Any late fees incurred for tardy submissions are the responsibility of the submitting department
- Every claim will be file-stamped as received

Process

- Every claim shall be signed by the Coordinator or Mayor.
- Employee claims for reimbursement must be signed by the employee and the Coordinator or Mayor
- Detailed invoices shall be attached to each claim
- The code/line item shall be verified for correctness by the Auditor's office using the Uniform Chart of Accounts for Iowa County Governments
- All purchases will be compared and verified against the approved budget
- The Auditor's office will remove taxes, check for duplication, verify remit-to address, verify compliance with policies, and discuss any necessary changes with the submitting department
- Claims/payments that contain confidential HIPPA information shall be returned to City of XXX once entered for payment
- Purchases and/or agreements that extend beyond one fiscal year require City Council's approval
- If there is a disputed charge, prior to submission of the claim, City of Huxley is responsible for contacting the vendor to verify the situation. This includes credit card purchases. If the dispute results in late fees or other collection situations, City of Huxley shall be responsible for resolution and payments (if any)

Non-conforming submissions

- Claims not conforming to this Purchasing Policy shall be questioned and discussed with the Coordinator for resolution. If the non-conforming claim is not modified to the satisfaction of the Auditor, it will be submitted to the Coordinator for approval prior to payment
- Any non-conforming claim may be selected for further inquiry as part of the City of Huxley annual audit

Thresholds for Physical Inventory and Capital Assets

- If an item exceeds \$500.00, an inventory card shall be created for addition to the inventory list
- If an item exceeds \$5,000.00, it shall be added to the capital asset list and depreciated, and an inventory card shall be created for addition to the inventory list

Guidance For Purchases Using Grant Funds

As a recipient and sub-recipient of State and Federal grant dollars, the City of Huxley shall follow all applicable State procurement requirements. All procurement will be done in accordance 2 CFR, Part 200 Subpart D, section 200.318 through section 200.326 including Appendix II.

METHODS OF PROCUREMENT

Procurement under grants shall be made by one of the following methods, as described herein: (a) small purchase procedures; (b) sealed bids (formal advertising); (c) competitive proposals; (d) noncompetitive proposals.

Small purchase procedures are relatively simple and informal procurement methods that are sound and appropriate for the procurement of services, supplies, or other property, costing in aggregate not more than \$100,000. If small purchase procedures are used for a procurement under a grant, price or rate quotations shall be obtained from an adequate number of qualified sources.

In **sealed bids** (formal advertising), sealed bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all of the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction.

- In order for formal advertising to be feasible, appropriate conditions must be present, including, at a minimum, the following:
 - A complete, adequate and realistic specification or purchase description is available.
 - Two or more responsible bidders are willing and able to compete effectively for City of Huxley business; and
 - The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally on the basis of price.
- When sealed bids are used for a procurement under a grant, the following requirements apply:
 - A sufficient time prior to the date set for opening of bids, bids shall be solicited (publicly advertised) from an adequate number of known suppliers.
 - The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation for bids.
 - All bids shall be opened publicly at the time and place stated in the invitation for bids.
 - A firm-fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of City of Huxley indicates that such discounts are generally taken.
 - Any or all bids may be rejected if there are sound documented business reasons in the best interest of the program.

Procurement by **competitive proposals** is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursable type contract is awarded, as appropriate. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids. If the competitive proposals method is used for a procurement under a grant, the following requirements apply:

- Requests for Proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical.
- Requests for Proposals shall be solicited from an adequate number of qualified sources.
- City of Huxley shall have a method for conducting evaluations of the proposals received and for selecting awardees.
- Awards will be made to the responsible offeror whose proposal will be most advantageous to the procuring party, with price (other than architectural/engineering) and other factors considered. Unsuccessful offerors will be promptly notified in writing.
- City of Huxley may use competitive proposal procedures for qualification-based procurement of architectural/engineering (A/E) professional services whereby competitor's qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in the procurement of A/E professional services. It cannot be used to procure other types of services (e.g., administration professional services) even though A/E firms are a potential source to perform the proposed effort.

Noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation from a number of sources, competition is determined inadequate. Noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids (formal advertising), or competitive proposals. Circumstances under which a contract may be awarded by noncompetitive proposals are limited to the following:

- The item is available from only a single source;
- After solicitation of a number of sources, competition is determined inadequate;
- A public exigency or emergency exists when the urgency for the requirement will not permit a delay incident to competitive solicitation; and
- The awarding agency authorizes noncompetitive proposals. (Sole source procurement for supplies, equipment, construction, and services valued at \$25,000 or more must have prior approval of the awarding agency.
- City of Huxley will provide, to the greatest extent possible, that contracts be awarded to qualified small and minority firms, women business enterprises, and labor surplus area firms whenever they are potential sources.

Any other method of procurement must have prior approval of the awarding agency.

CONTRACT PRICING

The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.

City of Huxley shall perform some form of cost/price analysis for every procurement action, including modifications, amendments or change orders.

PROCUREMENT RECORDS

City of Huxley shall maintain records sufficient to detail the significant history of a procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

Notification of receipt of State or Federal grant for a Department/Office shall be acknowledged by the City Council in a public meeting.

State or Federal grant monies which flow through City of Huxley accounts shall have unique, identifiable accounting codes established by the Auditor's office.

Receipt of property purchased with grant monies shall be used for the purpose intended. City of Huxley will be held accountable for the equipment. The Coordinator shall have a control system in effect to ensure adequate safeguards to prevent loss, damage, or theft of the property. The recipient shall be responsible for proper maintenance and maintain appropriate inventory tracking to assist with financial reporting. Property purchased with State or Federal grant dollars will be subject to physical inventory verification conducted annually by the Auditor's office.

Effective Date

This policy shall be effective upon adoption; it replaces any and all previous versions of the City of Huxley Purchasing Policy.

PASSED, ADOPTED AND APPROVED this ____th day of June, 2017.

RESOLUTION NUMBER 17- 042

PROCUREMENT POLICY

PURPOSE

The purpose of this Procurement Policy is to ensure that sound business judgment is utilized in all procurement transactions and that supplies, equipment, construction, and services are obtained efficiently and economically and in compliance with applicable federal law and executive orders and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition.

APPLICATION

This policy applies to the procurement of all supplies, equipment, construction, and services of and for the City of Huxley related to the implementation and administration of the Federal Award. All procurement will be done in accordance 2 CFR, Part 200 Subpart D, section 200.318 through section 200.326 including Appendix II.

POLICY

METHODS OF PROCUREMENT

Procurement under grants shall be made by one of the following methods, as described herein:

(a) small purchase procedures; (b) sealed bids (formal advertising); (c) competitive proposals; (d) noncompetitive proposals.

- A. Small purchase procedures are relatively simple and informal procurement methods that are sound and appropriate for the procurement of services, supplies, or other property, costing in aggregate not more than \$100,000. If small purchase procedures are used for a procurement under a grant, price or rate quotations shall be obtained from an adequate number of qualified sources.
- B. In sealed bids (formal advertising), sealed bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all of the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction.

1. In order for formal advertising to be feasible, appropriate conditions must be present, including, at a minimum, the following:

- (a) A complete, adequate and realistic specification or purchase description is available.
- (b) Two or more responsible bidders are willing and able to compete effectively for the City of Huxley business; and
- (c) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally on the basis of price.

2. When sealed bids are used for a procurement under a grant, the following requirements apply:

- (a) A sufficient time prior to the date set for opening of bids, bids shall be solicited (publicly advertised) from an adequate number of known suppliers.
- (b) The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation for bids.
- (c) All bids shall be opened publicly at the time and place stated in the invitation for bids.
- (d) A firm-fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of the City of Huxley indicates that such discounts are generally taken.
- (e) Any or all bids may be rejected if there are sound documented business reasons in the best interest of the program.

C. Procurement by competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursable type contract is awarded, as appropriate. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids. If the competitive proposals method is used for a procurement under a grant, the following requirements apply:

- 1. Requests for Proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical.
- 2. Requests for Proposals shall be solicited from an adequate number of qualified sources.

3. The City of Huxley shall have a method for conducting evaluations of the proposals received and for selecting awardees.
 4. Awards will be made to the responsible offeror whose proposal will be most advantageous to the procuring party, with price (other than architectural/engineering) and other factors considered. Unsuccessful offerors will be promptly notified in writing.
 5. The City of Huxley may use competitive proposal procedures for qualification-based procurement of architectural/engineering (A/E) professional services whereby competitor's qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in the procurement of A/E professional services. It can not be used to procure other types of services (e.g., administration professional services) even though A/E firms are a potential source to perform the proposed effort.
- D. Noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation from a number of sources, competition is determined inadequate. Noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids (formal advertising), or competitive proposals. Circumstances under which a contract may be awarded by noncompetitive proposals are limited to the following:
1. The item is available from only a single source;
 2. After solicitation of a number of sources, competition is determined inadequate;
 3. A public exigency or emergency exists when the urgency for the requirement will not permit a delay incident to competitive solicitation; and
 4. The awarding agency authorizes noncompetitive proposals. (Sole source procurement for supplies, equipment, construction, and services valued at \$25,000 or more must have prior approval of the awarding agency.
- E. The City of Huxley will provide, to the greatest extent possible, that contracts be awarded to qualified small and minority firms, women business enterprises, and labor surplus area firms whenever they are potential sources.
- F. Any other method of procurement must have prior approval of the awarding agency.

CONTRACT PRICING

- A. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.

- B. The City of Huxley shall perform some form of cost/price analysis for every procurement action, including modifications, amendments or change orders.

PROCUREMENT RECORDS

The City of Huxley shall maintain records sufficient to detail the significant history of a procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

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

PASSED, ADOPTED AND APPROVED this ____th day of June, 2017.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 17-042** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this __th day of June, 2017.

Craig D. Henry, Mayor

ATTEST:

Amy Kaplan, Deputy City Clerk