

CITY OF HUXLEY

TUESDAY – DECEMBER 12, 2017 – HUXLEY CITY HALL

AGENDA

CITY COUNCIL MEETING – 6:00 PM

PUBLIC NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF HUXLEY, IOWA, WILL MEET AT THE HUXLEY CITY HALL 515 N. MAIN AVE., HUXLEY, IOWA, FOR THEIR REGULAR COUNCIL MEETING AT 6:00 PM ON TUESDAY THE 12th DAY OF DECEMBER, 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): NONE
- 4.00) CONSENT AGENDA:

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

- 4.01) TO APPROVE THE MINUTES FROM THE FOLLOWING MEETINGS:
November 28, 2017 – Regular Council Meeting

- 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 SOLID WASTE HAULER'S PERMIT RENEWAL/NEW APPLICATIONS.
- 4.05) TO APPROVE APPOINTMENT OF APPLICANT TO THE FIRE DEPARTMENT.

- 5.00) PUBLIC HEARING(S): NONE

AGENDA ITEMS:

- 6.00) COMMUNITY BETTERMENT:

- 6.01) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION 17-097 TO APPROVE ENGINEERING AGREEMENT FOR INSPECTION OF 550TH STREET.
- 6.02) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION 17-098 TO APPROVE FINAL PLAT FOR IRON BRIDGE.
- 6.03) DISCUSSION AND POSSIBLE ACTION ON SECOND READING OF ORDINANCE NO. 465 REGULATING FOOD VENDORS.
- 6.04) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION 17-095 APPROVING THE FINAL PLAT FOR PRAIRIE RIDGE #2.

6.05) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION 17-099 TO APPROVE ENGINEERING AGREEMENT FOR INSPECTION OF MEADOW LANE PLAT 3

7.00) PUBLIC SAFETY: NONE

8.00) FINANCE:

8.01) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION 17-100 APPROVING PURCHASE OF TAR KETTLE FROM STAR EQUIPMENT.

9.00) LEISURE ACTIVITIES:

9.01) DISCUSSION AND POSSIBLE ACTION ON A RESOLUTION 17-101 TO APPROVE PURCHASE OF LAWNMOWERS.

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. Building Codes
2. Miscellaneous

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


John Haldeman, City Administrator

MONTHLY REPORTS AND COMMUNICATIONS

**City of Huxley
Huxley Police Department
Monthly Report for
November 2017**

11/1/2017 4:00 PM Officer responded to a domestic altercation at the 100 block of National Drive. The altercation was verbal and the male half decided to stay the rest of the night at a friend's in Ames.

11/4/2017 12:00 PM Officer took a criminal mischief complaint at the 200 block of Centennial. A mailbox was struck and knocked over sometime during the day. No suspects.

11/6/2017 11:05 AM Officer responded to a two vehicle accident at a business located at the 100 block of Highway 69. A vehicle operated by a Boone man struck a parked vehicle owned by an Ames man causing approximately \$600 in total damage.

11/7/2017 8:15 PM Officer responded to a car vs. deer accident on Highway 69 near Campus Drive. A vehicle operated by an Ankeny man struck a deer. The vehicle was still able to drive from the scene.

11/9/2017 3:25 PM Officer stopped a vehicle for a traffic violation on Highway 69 near the north city limits. The driver of the vehicle, a 25 year old Marshalltown man, was suspended from driving. He was cited and released with a court date for Driving Under Suspension.

11/9/2017 5:50 PM Officer responded to a two vehicle accident on Highway 69 near E 5th Street. A vehicle operated by a Des Moines man was rear ended by a vehicle operated by a Cambridge woman causing approximately \$2500 in damage.

11/17/2017 1:08 AM Officer responded to a domestic altercation at the 200 block of Oak Blvd. The altercation was verbal and both parties agreed to stay at different residences for the rest of the night.

11/17/2017 4:46 PM Officer received a harassment complaint at the 100 block of National Drive. Contact was made with a Huxley woman who agreed to stop the behavior in order to avoid future police attention.

11/17/2017 7:45 PM Officer stopped a vehicle for a traffic violation on Highway 69 near East 3rd Street. The driver of the vehicle, a 20 year old Ankeny man, was arrested for Possession of Paraphernalia, and Possession of Alcohol Under the Legal Age.

11/22/2017 7:00 PM Officer received a complaint of harassment at the 100 block of Oak Blvd. Contact was made with an Ames man who agreed to stop the behavior in order to avoid future police attention.

11/23/2017 9:03 PM Officer was asked to check the welfare of a Huxley resident at the 200 block of Oak Blvd. Contact was made with the citizen who agreed to transport to the Hospital for treatment.

11/27/2017 5:45 PM Officer responded to the 500 block of E 4th Street for a vehicle that had been hit while parked in the parking lot. A small dent was noticed on the rear driver's side of the victim's vehicle. No suspects.

11/27/2017 10:37 PM Officer responded to a domestic altercation at the 100 block of Oak Blvd. The altercation was verbal and both parties agreed to remain separate for the rest of the night.

11/28/2017 3:10 PM Officer stopped a vehicle for a traffic violation on Ballard Drive near Lynwood. The driver of the vehicle, a Slater juvenile, was suspended from driving. He was cited and released with a court date for Driving Under Suspension.

11/30/2017 9:15 AM Officer received a theft report at the 100 block of Main. Several LED light bulbs were taken from a business totaling approximately \$100 in loss.

Huxley Officers had three arrests for the month. Two were for Driving Under Suspension and one was for Possession of Drug Paraphernalia. Officers issued fourteen citations for traffic violations and gave fifty two warnings. Officers received 138 calls for service or assistance and had 290 contacts for the month. Officers used 228.25 hours toward investigations, answering calls for service, or providing assistance, and gave 367.5 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	2	3	10	3	2	3	0	71
Traffic Citations	14	24	25	19	10	22	19	29	31	20	14	0	227
Traffic Warnings	60	75	88	82	56	76	58	61	90	58	52	0	766
Parking Tickets	6	17	21	2	4	1	3	0	0	0	0	0	54
Alcohol-.02	0	0	0	0	0	1	0	0	0	1	0	0	2
Alcohol- Consumption	16	12	21	18	18	21	24	11	11	16	10	0	178
Alcohol-Open Container	1	0	2	0	0	1	0	0	0	0	0	0	4
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	3	2	1	2	1	1	0	16
Animal Call	5	10	5	13	7	14	10	18	10	8	3	0	103
Assaults	0	1	0	2	1	1	3	0	3	0	3	0	14
Assist Fire/Med/Co	21	32	32	22	30	34	26	41	33	36	25	0	332
Assist Motorist	16	6	16	25	12	13	10	4	7	5	7	0	121
Burglary	1	0	0	2	9	0	1	0	0	0	2	0	15
Child Abuse	1	0	0	0	0	0	0	1	2	0	1	0	5
Civil Dispute	2	4	2	3	4	5	4	5	0	5	0	0	34
Criminal Mischief	1	7	0	2	2	0	2	0	3	1	0	0	18
D, P & Q	4	2	5	5	5	3	7	1	1	4	2	0	39
Drug Paraphernalia	0	5	4	2	1	0	2	3	1	0	0	0	18
Disorderly Conduct	0	2	0	0	1	0	3	2	2	0	1	0	11
Domestic	6	0	3	2	11	7	5	0	2	5	4	0	45
Harassment	3	6	0	5	6	3	0	3	3	12	4	0	45
Info. Call	176	166	144	173	194	153	162	181	124	110	138	0	1721
Mental Patient	4	10	9	7	0	4	3	5	3	5	1	0	51
Missing Person	0	2	1	1	0	4	1	1	2	0	0	0	12
Sex Abuse	0	0	1	1	0	0	0	1	0	0	0	0	3
Susp/Rev/Barred Driver	2	2	6	3	3	0	0	1	0	1	1	0	19
Susp. Person	6	7	3	7	10	9	6	9	6	6	3	0	72
Susp. Vehicle	7	7	4	1	7	7	4	6	6	3	4	0	56
Traffic Call	16	17	14	11	11	8	10	17	11	12	6	0	133
Traffic Accident	8	4	6	7	4	4	3	5	4	8	3	0	56
Trespass	1	2	0	2	2	2	0	1	1	0	1	0	12
Theft	5	1	1	8	5	1	4	6	2	1	1	0	35
Unattended Death	0	0	1	1	0	0	0	1	0	0	0	0	3
	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Contacts	390	433	427	441	434	399	375	424	363	320	290	0	4296
Investigations	30	22.5	14.5	29	42	1	24.25	29.5	19.75	16.5	13.25	0	242.25
On-Call	6.25	0	0	0	0	0	0	4	0	0.25	0	0	10.5
Office / Other	250.5	235	260.75	251	236	230.75	217	236.75	225.25	217.5	215	0	2575.5
Patrol / SRO	441.25	413.75	437.5	459.25	434.75	431.5	418.75	457.75	466.5	400	367.5	0	4728.5
	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Hours	728	671.25	712.75	739.25	712.75	663.25	660	728	711.5	634.25	595.75	0	7556.75

From: Deyoe, Dave [LEGIS] <Dave.Deyoe@LEGIS.IOWA.GOV>
Sent: Monday, December 04, 2017 10:01 PM
To: REPRESENTATIVE_DEYOE@LISTSERV.LEGIS.IOWA.GOV
Subject: [REPRESENTATIVE_DEYOE] The Deyoe Dispatch

The Deyoe Dispatch

By State Representative Dave Deyoe

Debunking political talking points

A couple of the of the most persistent political talking points of those criticizing Iowa's last several budgets are:

1. We are shortchanging K-12 education funding and are consequently falling behind other states in our support for kids, and
2. The reason our budgets have come up short the past couple years is because of tax credit giveaways to big corporations.

K-12 School Funding

There was recently an interesting study released by the liberal Center for Budget and Policy Priorities which analyzed each state's funding from 2008 to 2015 and adjusted these figures for inflation to determine whether each state had increased funding or not. The study found that twenty-nine states were providing less funding to schools than they were in the fiscal year preceding the last recession (2008).

Iowans who have been subjected to the repeated claims by the media about how woeful our support for education has been, would assume that Iowa is amongst the twenty-nine who have cut funding during this seven-year period. These folks will be surprised to learn that the Center's study not only finds that state funding to Iowa schools increased during this time, but the increase in our state funding was the fourth highest in the country at 20.6 percent growth. Iowa's growth in school funding is only surpassed by Alaska, Illinois, and North Dakota.

The Center for Budget and Policy Priorities study found that state school spending in Nebraska rose by 3.1 percent during this same period. Kansas experienced 6.5 percent growth. The study found that South Dakota reduced its funding to schools by 11.8 percent, while Wisconsin saw a decrease of 10.6 percent. What about Minnesota, the state often held out as the example of what Iowa should be doing with education? State funding to their schools grew during this time by just 1.5 percent.

The budgets we have passed since the period covered by this report have continued to increase, and this past year we also made several changes to school governance that have provided schools much more flexibility, allowing them to make local decisions to do what is best for their districts.

Tax Credits

The issue of tax credits is complex, and I think a good argument can be made that we have too many tax credits and special exemptions in our tax code meant to offset our high rates, which are some of the highest in the nation. But this has been a long term problem in Iowa, and it has nothing to do with our unexpected budget shortfalls the past few years.

As part of the process for forecasting state revenue, the Department of Revenue issues a Contingent Liabilities Report three times a year. This report gives the Revenue Estimating Conference and state policymakers a snapshot view of the amount of tax credits issued each year, how much of these credits have been redeemed in a year, and a projection of the amount of outstanding tax credits yet to be claimed and how much is

expected to come in each year. The revenue predictions we use to build each budget already have all the tax credits built in.

The October report found that the amount of tax credits claimed in Fiscal Year 2017 currently sits at **\$322.5 million**. This is **\$22.5 million less** than what was claimed by Iowa taxpayers in Fiscal Year 2016. It is also significantly less than the Department of Revenue's last projection in March, when they expected that **\$406.5 million** of tax credits would be claimed by taxpayers in 2017.

The tax credit with the largest amount claimed was the Earned Income Tax Credit, which paid out \$69.4 million in FY 2017. Next largest is the Historic Preservation and Cultural and Entertainment District Tax Credit, which had \$45.7 million claimed in FY 2017. These two credits have experienced significant growth in the last few years. In contrast, many of the business or "corporate" tax credits have been declining.

The largest of these is the Research Activities Tax Credit. In FY 2017, \$41.4 million was claimed by qualifying businesses, down from the previous year's level of \$53.9 million.

Our budget problems the past four years have been because we have been building budgets on revenue forecasts that are too rosy. Clearly the cause has not been tax credits.

If you have any questions or concerns, please contact me.

Home phone: 515-382-2352

E-mail: Dave.Deyoe@legis.iowa.gov

To opt out of this list, please send an email to LISTSERV@LISTSERV.LEGIS.STATE.IA.US with the following in the BODY of the mail: "SIGNOFF REPRESENTATIVE_DEYOE"

UNDERGROUND UTILITIES CONSTRUCTION

DAY: Friday			DATE: 11 24 17			WORKING DAY		
WEATHER CONDITIONS						YES <input type="checkbox"/> NO <input type="checkbox"/>		
AM	TEMP	CONDITIONS	PM	TEMP	CONDITIONS	REASON FOR NO WORK		
CONTRACTOR/SUES			WORK PERFORMED			EMPLOYEES	HOURS	FOREMAN
Chris Gardner			Talk about mistakes on the phone			1		Chris
EQUIPMENT ON PROJECT		WORKING		AVAILABLE (ON SITE) YES NO	DOWNTIME AND/OR EXPLANATION FOR NO WORK			
DESCRIPTION	NUMBER	YES	NO					
CONTACTS MADE - PERSON/COMPANY				SUBJECT/ISSUE DISCUSSED - DECISION OR RESULT				
VISITORS ON PROJECT				REPRESENTING				

OPERATIONS	STATION		LENGTH FEET	SOIL TYPE AND CONDITION	PIPE	
	FROM	TO			TYPE/CLASS	ADJ.
EXCAVATION OR BORING						
PLACE STONE LAY/PULL PIPE						
BACKFILL AND COMPACTION						

DAILY OBSERVATION NOTES

Chris Gardner call about 1:49, I call back about 3:49,
Chris said they pour intakes. I ask about conc. tests
Chris said no tests was done. I told Chris he would have to talk
to Forrest Aldrich about job

Signed: *B B*

TAP OR WYE INFORMATION		STATION OFFSET		SIZE AND PIPE OF TAP OR WYE	SIZE TYPE LENGTH OF SERVICE DEPTH OF SERVICE MAIN
DISTANCE AND DIRECTION FROM	WYE	ST. WYE	ST. TAP		

STRUCTURE INFORMATION		STRUCTURE TYPE		SLAB TOP OR RIM ELEVATION	PIPE INVERT ELEVATION AND DIRECTION			
STATION/LOCATION		ROBBER HOLE	DIMENSION/DIAMETER					
		FT.	FT.	PRECAST	POURED	IN	OUT	N. S. E. W.

UNDERGROUND UTILITIES CONSTRUCTION

[illegible]

OPERATIONS	STATION		LENGTH FEET	SOIL TYPE AND CONDITION	PIPE	
	FROM	TO			PIPE/CLASS	DIA.
EXCAVATION						
OR BORING						
PLACE STONE						
LAY/PULL PIPE						
BACKFILL AND						
COMPACTION						

DAILY OBSERVATION NOTES

Contractor On Track Cons, crew of two, setting intake grates again. I call Chris Gardner and talk more about intakes and how the steel was set up in each one. Chris would call when intakes are ready to be broken.

Signed: *BB*

MAN OR WVE INFORMATION		STATION/LOCATION		SIZE AND TYPE OF MAN OR WVE	SIZE AND LENGTH OF SERVICE PIPE/CLASS AND DEPTH OF SERVICE CHAIN
DISTANCE AND DIRECTION FROM	MAN VALVE	STATION	STREET		

STRUCTURE INFORMATION		STRUCTURE TYPE DIMENSION (DIA) METER		SLAB TOP OR RIM ELEVATION	PIPE INVERT ELEVATION AND DIRECTION				
STATION/LOCATION	OFFSET	PRECAST	BOURED		IN	OUT	NE	SE	SW

DAILY OBSERVATION REPORT

UNDERGROUND UTILITIES CONSTRUCTION

[illegible]

OPERATIONS	STATION		DEPTH FEET	SOIL TYPE AND CONDITION	PIPE	
	FROM	TO			TYPE/CLASS	DIAM.
EXCAVATION						
OR BORING						
PLACE STONE						
LAY/PULL PIPE						
BACKFILL AND						
COMPACTION						

DAILY OBSERVATION NOTES

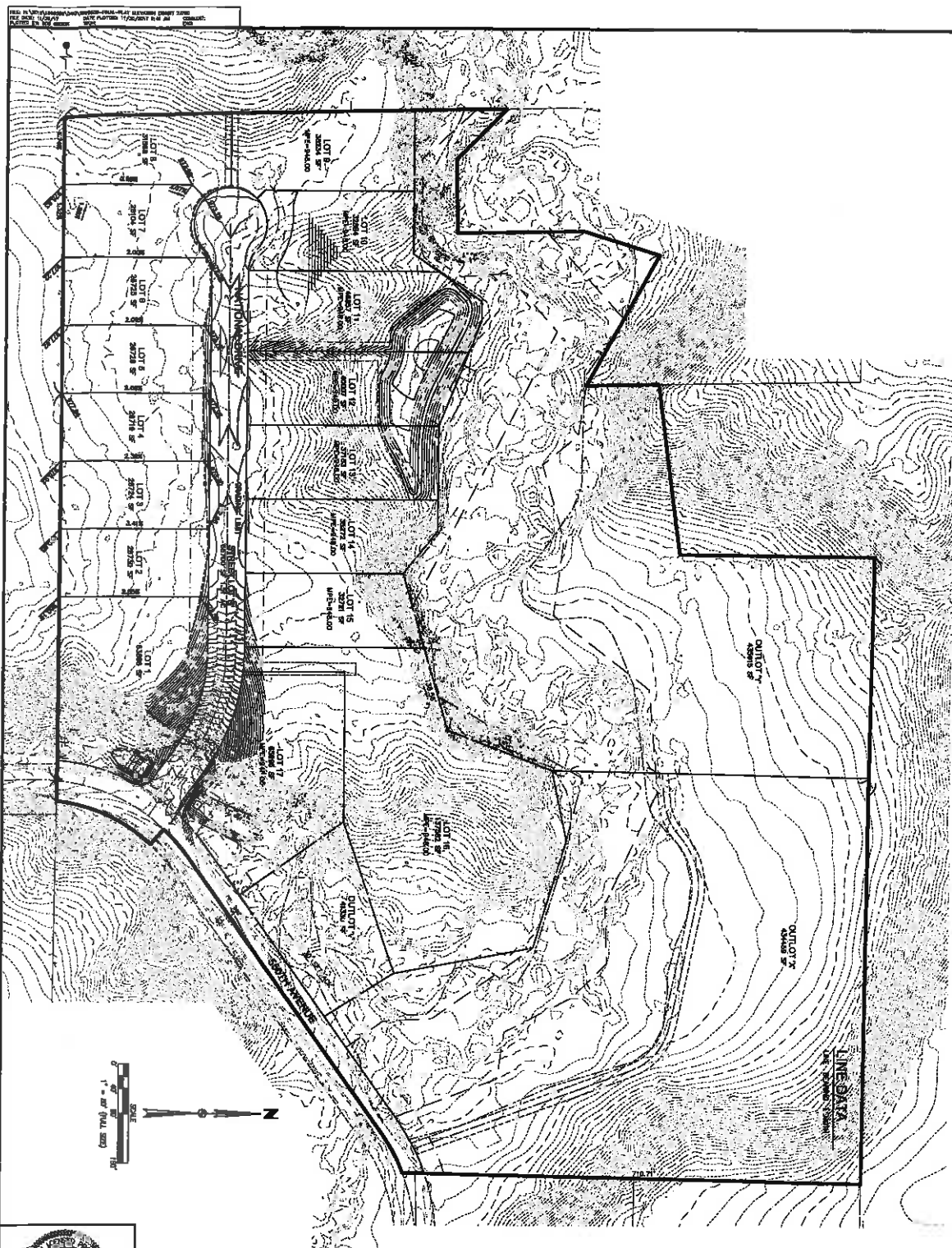
Back plastic all curb on both sides of street and cut-de-sac.
 Check size of joint cut 1/8 look good
 Parking lot crew is here to fill joints with tar
 Call Chris to tell him about back plastic curb, he said will do the
 job on Friday.
 Chris said he would call when intakes are ready to be pour.

Signed: *BB*

IMPORTANT INFORMATION		STRUCTURE TYPE		SIZE AND TYPE	SPREADER/LENGTH OF SERVICE
DISTANCE AND DIRECTION FROM	VALVE	STAMP	STAMP	DIAMETER OF VALVE	DEPTH OF SERVICE MAIN

STRUCTURE INFORMATION		STRUCTURE TYPE		SLAB TOP OF CURB ELEVATION	PIPE INVERT ELEVATION AND DIRECTION				
STATION/LOCATION	CHSE	DIMENSIONS (W x H)							
		LT	RT		PRECAST	POURED	IN	OUT	N S E W

IRON BRIDGE ELEVATION EXHIBIT



IRON BRIDGE
CONSTRUCTION

1. HEREBY CERTIFY THAT THE LAND SHOWN IS ACCORDING TO THE RECORD MAP AND THE SHOWN BRIDGE IS THE PROPOSED BRIDGE. THE LAND IS A 1/2 SECTION 10, T10N, R10E, S10E, AND THE BRIDGE IS A 1/2 SECTION 10, T10N, R10E, S10E. THE BRIDGE IS A 1/2 SECTION 10, T10N, R10E, S10E. THE BRIDGE IS A 1/2 SECTION 10, T10N, R10E, S10E.

DATE: _____

Huxley Fire and Rescue

104 E. Railway Street
Huxley, Iowa 50124
515.597.2345



**Fire Chief
Chad Anthony**

*Firefighter
firechief@huxleyiowa.org*

**Deputy Fire Chief
Scott Hermann**

*Firefighter, EMT
huxleyfire1206@gmail.com*

**Deputy EMS Chief
Krista McGinn**

*EMT
huxleyems@gmail.com*

**EMS Captain
Clint Bennethum**

*EMT-Advanced
huxleyemscaptain@
gmail.com*

**Secretary
Betty Robb**

*EMT
bettyrobb@huxcomm.net*

December 4, 2017

Dear Chief Pote:

Would you take a few minutes to extend our gratitude to Officer Nate Albaugh for the documentation and extra support he provides to us on medical scenes.

Recently he was first on scene along with Deputy EMS Chief McGinn and took over CPR immediately. He was instrumental in saving this person's life. On other medical calls, with his EMT background, he documents patient information prior to our arrival. This often saves us precious time tending to and transporting the patient.

At a recent Officer meeting all of us thought it best to call this to your attention. Please relay to Office Albaugh our gratitude and appreciation.

Best regards,

Chad Anthony, Fire Chief
Huxley Fire and Rescue

cc: Mayor Craig Henry

CONSENT AGENDA

Huxley City Council Minutes

Tuesday, November 28, 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, Deaton, Kuhn, Hemmen, Roberts

CITY STAFF PRESENT: John Haldeman-City Administrator, Jolene Lettow-City Clerk, Mark Pote – Police Chief, Travis Bakken – Parks and Recreation Director, Rocky Smith – Parks Superintendent, Chad Anthony - Fire Dept. Chief, Krista McGinn – EMS Director

CONSULTANT PRESENT: Jeremy Enano, city engineer

GUESTS PRESENT: Rick Peterson, Chris Gardner, Steve Domino, Ryan Vincent, Bob Gibson, Darrold Primmer

PRESENTATION: Chris Gardner asked council's permission to put up a skating rink at the sand volleyball courts next to fire station. Mr. Gardner told council he would handle all costs except requested that water for the ice be provided by city. Council approved request.

CONSENT AGENDA:

MOTION-Kuhn, Second - Roberts to approve all agenda items as listed.

- Approve November 14, 2017 Regular Council Meeting Minutes
- Approve Financial Reports and Payment of Bills
- Approve Solid Waste Haulers Renewal Permits

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

Claims:

AMY KAPLAN	GAS REIMBURSEMENT FOR CONFEREN	10.17
ASPA	MEMBERSHIP RENEWAL	130.00
BUD'S AUTO REPAIR INC	SERVICE TAHOE	332.92
CARDMEMBER SERVICE	COPIES AT STAPLES AND	224.09
CARPENTER UNIFORM CO.	UNIFORM PARTS FOR 649	360.62
CASEY'S GENERAL STORES INC	UNLEADED AND DIESEL FUEL	1,224.17
CINTAS CORPORATION	FIRST AID SUPPLIES	63.87
CON-STRUCT, INC.	MAIN AVE. STORM SEWER RESTORAT	3,698.12
CONSUMERS ENERGY	ELECTRIC	8,527.44
CULLIGAN WATER CONDITIONIN	CARBON FILTERS & LABOR	142.44
CUMMINS CENTRAL POWER	TROUBLESHOOT COOLANT HEATER	689.36
DOLLAR GENERAL CORPORATION	PLASTIC CUTLERY	91.75
EMERGENCY MEDICAL PRODUCTS	VACUUM SPLINT	571.95
GREENLAND HOMES	BUILDING PERMIT DEPOSIT REFUND	500.00
HEARTLAND CO-OP	ANTI-FOAMING AGENT	55.60
HEATHER DINGER	FITNESS INSTRUCTOR	395.78
INTEGRATED PRINT SOLUTIONS	STAFF SHIRTS & HATS	317.80
INTERSTATE BATTERIES	BATTERIES	47.80
IOWA ONE CALL	EMAIL LOCATES	80.10
J.A. KING & COMPANY, LLC	SCALE RECERTIFICATION	105.00
JEREMY J. ARENDS	OCTOBER'S TREASURER'S REPORT	80.00
KAITLIN ROMSEY	REIMBURSE FOR FRAMING	164.19
LAURIE OXLEY	PILATES INSTRUCTOR	211.05
MARTIN MARIETTA MATERIALS	CLEAN ROCK	491.82
MARY GREELEY MEDICAL CENTE	MEDICAL SUPPLIES	35.86
METERING & TECHNOLOGY SOLU	METERS, ERTS, FLANGES, GASKETS	4,334.00
MIDWEST ALARM SERVICES	ANNUAL FIRE ALARM MONITORING	432.00
MURPHY EXCAVATING & GRADIN	DRAIN TILE FOR WORK ON HOINT	269.50
STAPLES ADVANTAGE	TAX FORMS, CARD STOCK, FOLDERS	148.40

001	GENERAL FUND	4,166.06
002	LIBRARY	173.54
003	RECREATION	994.79
004	FIRE AND RESCUE	61.08
014	AMBULANCE	976.09
110	STREET	400.00
200	MAIN AVE STORM SEWER	3,698.12
600	WATER UTILITY	8,491.48
610	SEWER UTILITY	<u>5,260.08</u>
	GRAND TOTAL	24,221.24

PUBLIC HEARING on Proposed Amendment to the Huxley Urban Renewal Area. Mayor opened meeting at 6:09pm. Amend urban renewal area to include Innovative Technologies Plant in Blue Sky Commons area. There being no comments, motion – Deaton, seconded – Hemmen to close hearing at 6:10pm. 5 ayes, 0 nays. Motion carried.

PUBLIC HEARING on Proposed Development Agreement with SP Enterprises LLC aka Innovative Technologies. Mayor opened meeting at 6:11 pm. Agreement will begin in 2020 for seven years. There being no comments, motion – Hemmen, seconded by Roberts to close hearing at 6:16pm. 5 ayes, 0 nays. Motion carried.

PUBLIC HEARING on Proposed Development Agreement with M.R. Properties, LLC. Mayor opened meeting at 6:17pm. Councilman Jensen wanted clarification stipulated in agreement as to allowable expenses on \$200,000 loan. There being no comments from public, motion – Kuhn, seconded by Deaton to close hearing at 6:25pm. 5 ayes, 0 nays. Motion carried.

Motion- Roberts, Second – Deaton on Resolution No. 17-091 to Approve Urban Renewal Plan Amendment for the Huxley Urban Renewal Area. Roll Call: Kuhn, Deaton, Roberts, Hemmen, Jensen voted yes. Motion carried.

Motion – Deaton, Second – Roberts on Resolution No. 17-092 to Approve Development Agreement with SP Enterprises, LLC aka Innovative Technologies, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreements. Roll Call: Kuhn, Deaton, Roberts, Hemmen, Jensen voted yes. Motion carried.

Motion – Deaton, Second – Roberts on Resolution No. 17-093 to Approve Amended Development Agreement with M.R. Properties, L.C. Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement. Roll Call: Kuhn, Deaton, Roberts, Hemmen, Jensen voted yes. Motion carried.

Motion – Kuhn, Second – Jensen on Resolution No. 17-094 Authorizing Internal Advance for Funding of Urban Renewal Iron Bridge Project. Funds to be pulled from Northview Donation Fund. Roll Call: Kuhn, Deaton, Roberts, Hemmen, Jensen voted yes. Motion carried.

Motion – Kuhn, Second Roberts on First Reading of Ordinance No. 465 Regulating Food Vendors. Councilman Kuhn recommended removing Item C: Mobile Unit Inspection from ordinance. Roll Call: Kuhn, Deaton, Roberts, Hemmen, Jensen voted yes. Motion carried.

Moved to Next Council Meeting: Resolution No. 17-095 Approving Site Plan for Prairie Ridge #2.

Motion – Kuhn, Second – Hemmen to Support Ambulance Service to Adjust Service and Call Stipend for Huxley Ambulance Personnel. Rate to increase to \$8/non-peak and \$10/peak. Council will review progress in 90 days. 4 ayes, 1 nay – Jensen. Motion carried.

Motion – Deaton, Second – Roberts on Resolution No. 17-089 Approving the Story County TIF Report for FY2019. Roll Call: Kuhn, Deaton, Roberts, Hemmen, Jensen voted yes. Motion carried.

Motion – Deaton, Second – Hemmen to Table Motion to Approve Purchase of Lawnmowers Until Outside Lawn Service Costs Can be Brought to Council. 5 ayes, 0 nays. Motion approved.

Miscellaneous

- Chad Anthony, Huxley Fire Chief, thanked council for conversation during meeting regarding ambulance service.
- City clerk announced that two new council members were going to attend the Municipal Leadership Academy held by Iowa League of Cities.
- Councilman Jensen encouraged council and economic development committee to promote Industrial Park
- Mayor Henry reported that Story County Housing Fund had been certified. Focus for 2018 will be low income rental and homeowner assistance.

ADJOURNMENT: Motion –Kuhn, second – Deaton to adjourn meeting at 8:10pm. 5 ayes, 0 nays.

Craig D. Henry, Mayor

Attest:

Jolene R. Lettow, City Clerk

12-12-17 Council Claims

	A	B	C
1	VENDOR NAME	DESCRIPTION	GROSS AMOUNT
2	AFLAC	AFLAC	\$ 4.00
3	ALLIANT ENERGY	GAS AND ELECTRIC	\$ 8,557.02
4	ANKENY SANITATION	WWTP, 3C'S, NORD KALSEM, MAINTENANCE SHOP	\$ 220.73
5	ARNOLD MOTOR SUPPLY	12 QUARTS OF OIL	\$ 52.68
6	BEGG CONSTRUCTION	BUILDING PERMIT DEPOSIT REFUND	\$ 500.00
7	BRICK GENTRY P.C.	LEGAL FEES	\$ 3,125.00
8	CARDMEMBER SERVICE	SEE ATTACHED	\$ 1,764.97
9	CARPENTER UNIFORM CO.	EQUIPMENT AND CLOTHES FOR 649	\$ 43.98
10	CENTRAL STATES BANK & ROGE	CENTRAL STATES BANK	\$ 28,303.43
11	CHRISTIAN GLOEDE	TOBACCO BUYS	\$ 50.00
12	COMPASS MINERALS AMERICA	COURSE BULK SALT	\$ 3,277.20
13	DB IOWA HOLDINGS	LEGAL PUBLICATIONS	\$ 704.22
14	DELTA DENTAL PLAN OF IOWA	DENTAL INSURANCE	\$ 1,513.58
15	DICKSON & LUANN JENSEN	DEVELOPERS AGREEMENT	\$ 186,192.34
16	ED M. FELD EQUIPMENT CO. I	NEW BADGE FOR 649	\$ 125.00
17	EDWARD JONES	IRA	\$ 250.00
18	FAREWAY STORES, INC.	DEVELOPERS AGREEMENT	\$ 15,654.33
19	FIDELITY SECURITY LIFE	VISION INS	\$ 306.62
20	FORTERRA PIPE & PRECAST	3 CONCRETE RINGS	\$ 204.00
21	GRAINGER	AXIAL CONFINED SPACE FAN	\$ 515.34
22	GREENLAND HOMES	BUILDING PERMIT DEPOSIT REFUND	\$ 500.00
23	HACH COMPANY	CHEMICALS FOR WATER TREATMENT	\$ 408.58
24	HALLETT MATERIALS	SAND	\$ 156.86
25	HAWKINS, INC.	GAS DETECTOR AND INSTALLATION AND CHEMICALS FOR WATER TREATMENT	\$ 4,661.85
26	HOKEL MACHINE SUPPLY	WWTP MIXER CABLES	\$ 104.46
27	INDEPENDENT SALT	TONS OF ROAD SALT	\$ 2,092.74
28	INTEGRATED PRINT SOLUTIONS	YOUTH BBALL T-SHIRTS	\$ 1,119.00
29	INTERNAL REVENUE SERVICE	FED WITHOLDING TAX	\$ 19,200.34
30	INTERSTATE ALL BATTERY CEN	LAPTOP SCREEN	\$ 180.00
31	INTOXIMETERS, INC.	DRY GAS TANK	\$ 115.00
32	IOWA DOT	MIA FLAGS, JANITORIAL SUPPLIES	\$ 356.16
33	IPERS	IPERS	\$ 11,999.44
34	J.P. COOKE CO., THE	2018 PET LICENSE TAGS	\$ 89.50
35	JACQUE GLOEDE	REIMBURSEMENT FOR MACE CAN	\$ 16.95
36	JOHNATHAN ELLIOT	BUILDING PERMIT DEPOSIT REFUND	\$ 500.00
37	KEYSTONE LABORATORIES	MONTHLY SAMPLING	\$ 433.70
38	LETTOW, JOLENE	GCMOA LUNCHEON REIMBURSEMENT	\$ 34.00
39	LINCOLN FINANCIAL GROUP	DISABILITY & LIFE INSURANCE	\$ 918.64
40	LOWE'S	PROSTEEL DOOR & CAN OF FOAM	\$ 133.24
41	MARCO, INC.	COPIER MAINTENANCE AGREEMENT	\$ 469.48
42	MARTIN MARIETTA MATERIALS	7.42 TONS OF 1" ROAD STONE	\$ 106.85
43	MASS MUTUAL RETIREMENT SER	DEFERRED COMPENSATION	\$ 250.00

12-12-17 Council Claims

	A	B	C
44	MEADOW LANE INVESTMENTS, L	DEVELOPERS AGREEMENT	\$ 17,262.44
45	MENARDS	PRO ALL WEATHER	\$ 12.57
46	MISCELLANEOUS VENDOR	MISC. UTILITY REFUNDS	\$ 315.28
47	MOSQUITO CONTROL OF IOWA	2017 MOSQUITO CONTROL	\$ 11,535.00
48	MR. STORAGE, LLC	DEVELOPERS AGREEMENT	\$ 5,332.71
49	NAPA AUTO PARTS	RUBBER CEMENT & TIRE PATCHES	\$ 39.50
50	NOVA FITNESS EQUIPMENT	BATTERY AND WORK ON TREADMILL	\$ 108.29
51	OAKSTONE HOMES	BUILDING PERMIT DEPOSIT REFUND	\$ 500.00
52	OTIS ELEVATOR COMPANY	12/1/17-2/28/18 SERVICE	\$ 204.48
53	POSTMASTER	BULK POSTAGE	\$ 334.53
54	QUALITYONE COMMERCIAL CLEA	DECEMBER JANITORIAL SERVICES	\$ 2,134.00
55	QUICK'S HARDWARE HANK	SEE ATTACHED	\$ 204.96
56	RELIASTAR LIFE INSURANCE C	LIFE INSURANCE	\$ 374.14
57	SAFE BUILDING COMPLIANCE &	BUILDING INSPECTIONS	\$ 2,662.31
58	SOUTH STORY BANK & TRUST	DEVELOPERS AGREEMENT	\$ 21,422.82
59	SPORTSMAN'S WAREHOUSE	QUALIFICATION AMMO	\$ 229.90
60	STAPLES ADVANTAGE	BINDER CLIPS & COPY PAPER	\$ 134.42
61	STAR EQUIPMENT LTD.	TWO 12X25 BLANKETS	\$ 190.00
62	STORY COUNTY AUDITOR	CITY ELECTION MATERIALS	\$ 1,556.31
63	TASC	FLEX BENEFIT PLANS	\$ 1,152.44
64	TASC - CLIENT INVOICES	2108 FLEX SPENDING RENEWAL FEE	\$ 179.91
65	TREASURER, STATE OF IOWA	STATE WITHHOLDING	\$ 3,121.00
66	TRICKLE'S L.L.C.	TIRES FOR JETTER	\$ 445.00
67	TYLER & RACHEL PETERSEN	BUILDING PERMIT DEPOSIT REFUND	\$ 500.00
68	UHS PREMIUM BILLING	MEDICAL INSURANCE	\$ 16,429.32
69	USA BLUEBOOK	EIGHT METER LOCKS	\$ 120.94
70	VEENSTRA & KIMM, INC.	ENGINEERING FEES	\$ 16,442.00
71	VERIZON WIRELESS	PUBLIC WORKS & ADMIN CELL PHONES	\$ 282.18
72	VISIONBANK	DEVELOPERS AGREEMENT	\$ 3,710.06
73	WINDSTREAM IOWA COMMUNICAT	PD PHONE AT DISPATCH	\$ 70.96
74	Payroll Expense		\$ 83,500.52
75	GRAND TOTAL		\$ 485,719.22
76			
77		FUND TOTALS	
78	001 GENERAL FUND	\$ 67,875.01	
79	002 LIBRARY	\$ 5,261.06	
80	003 RECREATION	\$ 6,916.24	
81	004 FIRE AND RESCUE	\$ 379.94	
82	014 AMBULANCE	\$ 426.78	
83	100 PRAIRIE RIDGE DEVELOPM	\$ 62.50	
84	110 ROAD USE TAX	\$ 12,907.62	
85	125 TIF	\$ 277,878.13	
86	600 WATER UTILITY	\$ 20,577.13	
87	610 SEWER UTILITY	\$ 9,934.29	
88	01 PAYROLL EXPENSE	\$ 83,500.52	
89	GRAND TOTAL	\$ 485,719.22	

QUICKS BREAK DOWN		
Parks	\$ 37.95	spray paint, staples, safety hasp, padlock for concession stand,
P & R	\$ 4.47	key
PD	\$ 7.99	batteries
Water	\$ 2.09	grass seed
Streets	\$ 90.46	multi-tool, 90 degree street, pvc coupling, grease zerts, cartridge filter, barrel bolt, key, key ring, quick snap, aluminum tape, key blank, nozzle,
Wastewater	\$ 34.02	fuel line, nipples, air freshener, enamel pen, rope twist,
FD	\$ 27.98	hex key cushion grip, hose reel leader
Total	\$ 204.96	

VISA BREAK DOWN		
Library	\$ 6.00	dmca copyright
Admin	\$ 298.00	annual fee, fred pryor conference
P & R	\$ 532.46	candy for vending, sugar cookies for Santa event
Council	\$ 199.97	funeral flowers, registration for mla
Community Beauty	\$ 113.75	christmas light bulbs
Water	\$ 453.79	business cards, irwa membership, iamu conference
Wastewater	\$ 78.79	business cards
Ambulance	\$ 47.99	batteries
PD	\$ 34.22	thumb drives
Total	\$ 1,764.97	

HUXLEY
— OFFICE OF THE TOWN ENGINEER —

2018 Application for Garbage Hauling Permit

Required:

☐ \$75 annual permit fee CK #1044

☐ Certification of insurance

Minimum: Bodily injury: \$100,000 per person

\$300,000 per occurrence

Property damage: \$50,000

☐ Equipment: Please provide a complete and accurate listing of the number and type of collection and transportation equipment to be used.

Business Name: Garbage Guys

Business Address: 52160 320th St Slater Iowa 50244

Phone Number: 515-707-3866

Email address: clint@garbageguys@gmail.com

Check all that apply:

Collection will occur on:

☒ Monday

☒ Tuesday

☒ Wednesday

☒ Thursday

☒ Friday

☐ Saturday

Collection will occur at:

☒ Residential properties

☒ Apartments

☒ Commercial properties

Collection times per section 106.08 of City of Huxley Code of Ordinances: No collector of solid waste shall start the collection of solid waste within city limits before 6 a.m. or collect after 8 p.m., Monday through Saturday. The collection of solid waste is not permitted on Sundays without written approval from the Police Chief, Mayor, or City Council.

Signature of Authorized Agent: [Signature]

Approved by City Council on: _____

715.537.2561

515 N. Main Avenue
Huxley, IA 50124

www.huxleyiowa.org

New Plate GKY491

Pat. No. 8,371,816

Eichinger Brothers LLC
52160 320TH ST
SLATER, IA 502448539

**Valid for one month after expiration

IOWA



****Keep this receipt with vehicle**

Registration Receipt

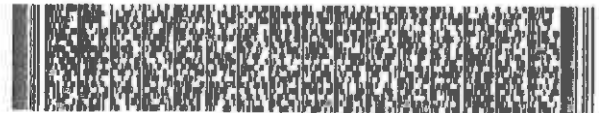
**Expiration Date 12/31/2018

County **Story**
Usage **Regular**
Title No. **85AC77950**

Issue Date **12/01/2017**
Tonnage **21**

Validation No. **GKY49112201801**
Plate No. **GKY491**

Eichinger Brothers LLC
52160 320TH ST
SLATER IA 502448539



VIN **3ALACXFC7JDJN7771**

Type **Truck**

Year	2018	Make	Freightliner	Model	M2 106 Medium Duty	Style	Dump Truck
Cyl.	6	Fuel	Diesel	Weight	10,800	GVWR	33,000
Color	White			LP		Sq. Ft.	

Plate Type **County Std**
Designation
Cumulative Damage
Annual Fee **\$715**

tleh
Audit No. 10230811

Renee M. Twedt
County Treasurer

	Fee	Penalty
Title Fees	\$25.00	\$0.00
Fee for New Reg	\$7,226.45	
Registration Fees	\$837.00	\$0.00
SI Fees	\$10.00	
Plate Fees	\$0.00	
Other Fees	\$0.00	
Totals	\$8,098.45	\$0.00
Grand Total	\$8,098.45	

DO NOT DETACH

If the vehicle being sold is a regular or semi trailer weighing 2,000 lbs. or less and not issued a title, complete the information below and give to the buyer.

Date of Sale _____

Buyer _____

Buyer's Address _____

Seller's Signature _____



EICHI-2

OP ID: JN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/05/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gateway Insurance Services 1416 Buckeye Avenue Ames, IA 50010-1910 Daniel J. Knutson	515-232-6001	CONTACT NAME: Monica Danner PHONE (A/C, No, Ext): 515-232-6001 FAX (A/C, No): 515-232-6236 E-MAIL ADDRESS: mdanner@gisiowa.com
INSURED Eichinger Brothers LLC 52160 320th St Slater, IA 50244		INSURER(S) AFFORDING COVERAGE INSURER A: Grinnell Mutual Reinsurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 14117

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PENDING	12/05/2017	12/05/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PENDING	12/05/2017	12/05/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			PENDING	12/05/2017	12/05/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT COVERED			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

CITY/AME

City of Ames
City Clerk Office
PO Box 811
Ames, IA 50010

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Huxley Fire and Rescue

104 Railway
Huxley, Iowa 50124

Council:

Please consider the approval of Sean Evans to membership for the Huxley Fire Department. We feel he would be a great asset to the department.

Chad Anthony

Fire Chief

COMMUNITY BETTERMENT

*

RESOLUTION NO. 17-097

**RESOLUTION APPROVING THE PROFESSIONAL ENGINEERING SERVICES
AGREEMENT FOR THE INSPECTION OF THE 550TH STREET PAVING
PROJECT.**

BE IT RESOLVED, THEREFORE, that the City Council of Huxley, Iowa does hereby approve the attached contract for Engineering Services submitted by V&K, Inc. for the Inspection of the 550th Street Paving Project.

FURTHERMORE, the Huxley City Council authorizes the Mayor to sign agreement as per attached. Copy of signed agreement to remain with resolution.

Section 1. All resolutions or parts thereof which are in conflict herewith are hereby repealed.

PASSED, ADOPTED AND APPROVED this ____ day of December, 2017.

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

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 17-097** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this _____ day of December, 2017.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

December 6, 2017

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

CITY OF HUXLEY, IOWA
CONSTRUCTION REVIEW AND TESTING
IRON BRIDGE SUBDIVISION
550TH AVENUE
ENGINEERING SERVICES

This letter contract sets forth our understanding of engineering services for construction review of 550th Avenue for the Iron Bridge Subdivision in Huxley, Iowa.

SCOPE OF SERVICES

We understand the engineering services are to include the following:

1. The project construction will be reviewed in the field. Construction review will include only utilities and street pavement that will be accepted by the City of Huxley as public improvements, including storm sewers and public street pavement. The construction review will not include construction staking.
2. Veenstra & Kimm, Inc., on behalf of the City of Huxley, will coordinate with Construction Materials Testing (CMT) to provide the City with a proposal to provide construction testing services on the project which will include utility trench backfill compaction, pavement subgrade compaction, structural and pavement concrete strength, and percent air and slump testing. This proposal/agreement for services will be between the City of Huxley, Iowa and CMT.
3. Other services Veenstra & Kimm, Inc. will provide for the project include:
 - Coordinating and attending a preconstruction meeting.
 - Reviewing shop drawings submitted.
 - Make a final review after construction is complete to determine that the construction is substantially in compliance with the plans and specifications.

4. A letter will be provided certifying that the work observed by Veenstra & Kimm, Inc. has been completed in accordance with the plans and specifications, and a recommendation made for acceptance of the work by the City Council. A copy of the letter will be provided to the developer and the developer's engineer.
5. The scope of services includes storm sewer, culverts and pavement on 550th Avenue south of the Iron Bridge Subdivision entrance.

ENGINEERING COSTS

The estimated costs for the above engineering services are summarized as follows:

1. The fee for construction review services under this Agreement shall be on the basis of \$71/hour of the Engineers' personnel actually engaged in the performance of the services.
2. The fees for construction review services shall be paid monthly based on the statement of services submitted to the City. Payment for services during construction shall be due and payable upon receipt of the statement of services.
3. Mileage will not be billed separately and is included in the hourly rate for construction review services.
4. The maximum not to exceed fee is based on the level and hours of review for each component of the subdivision as shown in Exhibit A.

Review time amounts that exceed the total hours shown in Exhibit A shall have the remainder of the time covered with City staff or provided with no coverage.

5. The fee for general services during construction for shop drawing review, preconstruction meeting services, final review, and construction coordination shall be on the basis of the standard hourly fees of the Engineer's personnel actually engaged in the performance of the services, plus direct out of pocket expenses.
6. The fee for construction review services shall not exceed the amount of \$71 per hour multiplied by the total hours shown in Exhibit A without the consent of the City Council.

John Haldeman
December 6, 2017
Page 3

7. The fee for general services during construction shall not exceed the amount of Four Thousand Eight Hundred Dollars (\$4,800) without the consent of the City Council.

If you have any questions or comments, please contact us at 1-800-241-8000.

This letter may be made a contract by affixing the proper date and signatures in the spaces below and returning one copy to us.

VEENSTRA & KIMM, INC.



Forrest S. Aldrich

600-3

Accepted this _____ day of _____, 2017.

CITY OF HUXLEY, IOWA

ATTEST:

By _____
Mayor

By _____
City Clerk

Exhibit A – Estimated Full Time Review

<u>Description</u>	<u>Approximate Level of Review</u>	<u>Hours</u>
Storm Sewer and Culverts	Full Time	80
Storm Sewer Video Review	Full Time	10
Pavement Subgrade Preparation	Full Time	40
Pavement	Full Time	80
Surface Restoration	Full Time	40
Cleanup/Punch List	Full Time	<u>10</u>
Total		260 Hours

RESOLUTION NO. 17-098

RESOLUTION APPROVING FINAL PLAT FOR IRON BRIDGE DEVELOPMENT

WHEREAS, Chris Gardner has. submitted a Final Plat for review ; and

WHEREAS, the Final Plat has been reviewed by the City Engineer and Public Works Director and they recommend conditional approval per attached letter.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HUXLEY, IOWA, that the Huxley City Council has reviewed said Final Plat and approves subject to the conditions and/or waivers and per attached letter.

Roll Call	Aye	Nay	Absent
Kevin Deaton	<u> </u>	<u> </u>	<u> </u>
Craig Hemmen	<u> </u>	<u> </u>	<u> </u>
Dave Jensen	<u> </u>	<u> </u>	<u> </u>
Dave Kuhn	<u> </u>	<u> </u>	<u> </u>
Tracey Roberts	<u> </u>	<u> </u>	<u> </u>

PASSED AND APPROVED this ____ day of December, 2017.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 17-098** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this ____ day of December, 2017.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

ORDINANCE NO. 465

**AN ORDINANCE AMENDING THE CITY CODE OF ORDINANCES OF
THE CITY HUXLEY, IOWA, BY ADDING NEW CHAPTER 124 “MOBILE
FOOD VENDORS”**

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

Section 1. The Huxley City Code is hereby amended by adding the following:

**CHAPTER 124
“MOBILE FOOD VENDORS”**

124.01 DEFINITION. MOBILE FOOD VENDOR: A person engaged in the business of selling food or beverages from a mobile food unit.

124.02 MOBILE FOOD UNITS.

A. Mobile Food Unit Licensing: It shall be unlawful for any person to engage in the sale of food or beverages to the public from a temporary or mobile facility within the corporate limits of the city of Huxley, Iowa without first obtaining a mobile food unit license from the city, in addition to any other state, federal, or county permits, certifications and licenses.

1. A mobile food unit license is an annual license that expires on April 15 each year and must be renewed prior to the first event after that date.

2. Each mobile food unit shall be licensed separately. No license transfer is allowed.

3. Although certain activities may be exempt from the licensing requirements of this chapter, any food service to the public in the city of Huxley, Iowa is expected to comply with all other local, county and state requirements for health inspections, licensing, safety and fire code requirements.

4. The following shall be exempt from this requirement:

a. Catering businesses.

b. Grilling and food preparation activities of brick and mortar establishments on the establishment's premises for immediate consumption by patrons or employees.

c. Concession stands associated with sports or recreational venues that have been approved as part of a site plan or permitted conditional use permit for the venue.

B. License/Inspection Fee(s): At the time of the submittal of a license application, the applicant shall pay to the City Clerk the applicable license fee in addition to any applicable inspection fee(s).

1. The amount of the license and applicable inspections fee(s) shall be determined in accordance with an established fee schedule, which fee schedule may be modified from time to time with approval of the council.

2. Any licensee who surrenders their license prior to the date of expiration shall not be entitled to a refund of any portion of the fee.

C. Mobile Food Unit Licensing Application:

1. Filing: Application requests shall be filed with the city clerk. No application request shall be accepted for filing and processing unless it conforms to the requirements of this title. This would include a complete and true application, all of the required materials and information prescribed, and is accompanied by the appropriate fees.

2. Timely Submittal: Unless otherwise provided herein, applications must be submitted not less than ten (10) calendar days prior to the proposed start date of the mobile food unit activities. The city reserves the right to reject any applications that have not been timely submitted to the city.

3. Applicant's Responsibility: Receiving approval of a mobile food unit license from the city shall not preclude, supersede, circumvent, or waive the applicant's responsibility to obtain any additional permits, licenses, and approvals for other applicable local, state, and federal regulations.

4. Application Contents: Application shall be made on a form provided by the city and shall include:

- a. Full name of the applicant.
- b. Applicant's contact information including mailing address, phone numbers and e-mail address.
- c. State health inspection certificate with the classification level of the state license.
- d. Description of the kitchen facilities, cooking facilities, preparation area, safety features (such as, but not limited to, suppression system) of the mobile food unit.
- e. Photographs of the mobile food unit from the front, side and back.
- f. Make, model and year of vehicle to be used and the license plate number.
- g. Overall size of the vehicle; length and width.
- h. Copy of fire department inspection certificate.
- i. Fee.

5. Character Of Applicant: Upon receipt of the complete application as required by this chapter, the police chief or a designee shall investigate the applicant as deemed necessary for the protection of the public health, safety, welfare and good.

a. Unsatisfactory Character And Business Responsibility: If, as a result of such investigation, the applicant's character and business responsibility are found to be unsatisfactory such that would harm the public good, the police chief may endorse on such application disapproval and state reasons for disapproval and return the application to the city clerk who

shall notify the applicant in writing that the application has been disapproved, state the reasons for the denial, and the applicant's right to appeal under subsection D5c of this section.

b. Satisfactory Character And Business Responsibility: If, as a result of such investigation, the applicant's character and business responsibility are found to be satisfactory, the police chief may endorse approval on the application and shall return the application to the city clerk and the license may be issued.

c. Right To Appeal: Any applicant whose application for license was disapproved as under subsection D5a of this section may appeal to the city council at its next regularly scheduled meeting by filing with the city clerk a written request for an appeal to the city council at least seven (7) days prior to the meeting. As a result of this appeal, the city council may affirm, modify or reverse the decision of the clerk not to issue the license. If the application for license is denied, the applicant is not eligible for the issuance of a license under this chapter for a period of one year from the date of notification that the license application was disapproved, was served in person or deposited in U.S. mail.

6. Applications Deemed Withdrawn: Any application received shall be deemed withdrawn if it has been held in abeyance, awaiting the submittal of additional requested information from the applicant, and if the applicant has not communicated in writing with the city and made reasonable progress within thirty (30) days from the last written notification from the city to the applicant. The application fee is nonrefundable. Any application deemed withdrawn shall require submission of a new application and fees to begin a new review and approval process.

7. Issuance Of License: Upon completion of the review process and a determination of compliance with the applicable regulations, the city clerk will issue a mobile food unit license.

8. Modification Of License After Issuance: Should the mobile food vendor change the food or beverage being offered during the term of an issued license that would change the designation of the mobile food unit to a higher state licensing level classification, a new application and fire inspection shall be required.

D. Mobile Food Units On Public Property: No mobile food unit may be operated on public property except as part of an approved event under a public property special event permit issued by the city clerk's office or as authorized by the Public Works or their designee, within a city park or greenway. Requests for authorization to vend within a city park or greenway (not as part of a city permitted public property special event) may be submitted no less than five (5) days and no more than fifteen (15) days prior to the requested day of vending.

E. Unattended Mobile Food Unit: No mobile food unit shall be left unattended or stored on any site overnight, unless that property is under the ownership or control of (by way of a lease or other contractual agreement) the operator of the unit and is being done so in compliance with all other city code requirements or the mobile food unit is a participant in a multiple (contiguous) day, city permitted, public property special event. Any mobile food unit found unattended shall be considered in violation of these regulations and subject to license revocation, municipal infraction, towing, or any other action legally allowed.

F. Music And Sound Making Devices: The use of music or sound making devices as a part of a mobile food unit shall be prohibited, unless expressly allowed as part of an approved event.

G. Mobile Food Unit Performance Standards: Persons conducting business from a mobile food unit must do so in compliance with the following standards:

1. The mobile food vendor must obtain expressed written consent of the property owner or lessee to use the property on which they propose to operate. The written consent must be kept in the unit at all times that the unit is on the property. Written consent does not excuse or permit the violation of any other imposable regulations.

2. The operator of the mobile food unit shall display their city license in full view of the public in or on the unit.

3. Mobile food units shall only be allowed on nonresidential properties, except in the case of an approved residential block party or private catering arrangement, so long as it is in compliance with all other city code requirements related to residential property.

4. Mobile food units that are within three hundred feet (300') of a residential use or residentially zoned property, shall be limited to hours of operation between seven o'clock (7:00) A.M. and ten thirty o'clock (10:30) P.M.

5. A mobile food unit operating on nonresidential property (excluding those operating as part of city permitted "public property special event") may only do so during the usual posted business hours of the consenting business(es) of the property the mobile food unit is utilizing or during the posted hours of the city park being utilized. Mobile food units may enter a nonresidential property in order to set up to conduct business up to one-half ($\frac{1}{2}$) hour (30 minutes) prior to the usual posted opening time of the corresponding business or city park and must depart from the property no later than one-half ($\frac{1}{2}$) hour (30 minutes) after the usual posted closing time of the corresponding business or city park. In the case of operating a mobile food unit on nonresidential property where the corresponding business(es) does not have usual posted business operating hours or operates on a twenty-four (24) hour type basis, the mobile food unit may not remain on the premises for longer than eighteen (18) hours and must depart for at least six (6) hours before reentering unless operating under an approved public property special event permit.

6. A mobile food unit operating on nonresidential property as part of a city permitted public property special event may only do so during the granted time period for the event.

7. Mobile food units must maintain a minimum separation between units of fifteen feet (15').

8. Mobile food unit operation is not a generally acceptable use of a nonresidential parking lot and may only be allowed if doing so does not diminish the usable number of parking spots within the lot to below the minimum threshold needed as established by the city site plan for the property. It is the joint responsibility of the property owner or lessee and mobile food unit owner to ensure that this provision is not violated. Exceptions to this rule may be applied for by way of a city approved temporary site plan amendment.

9. Mobile food units shall serve patrons which are on foot only; no drive-up service to the unit itself shall be provided or allowed.

10. The mobile food unit must be located on a paved surface, unless approved as part of a public property special event permit or through a temporary site plan amendment.

11. No mobile food unit may be located on a vacant property or lot with a vacant building. Exceptions to this rule may be granted by city staff after a review of the particular property and the vendor has been able to make arrangements to ensure safe and sanitary conditions. This would include, but is not limited to: employee access to restrooms, adequate access for fire and police personnel/vehicles, and that the site in general is free from hazards or dangerous conditions.

12. No mobile food unit may operate within one hundred feet (100') of a permanent restaurant or business offering food or beverage services unless they receive expressed written consent of the restaurant or business owner.

13. All mobile food units shall maintain a minimum separation from buildings, five feet (5') for state IA class I and II units and fifteen feet (15') for state IA class III and IV units, as measured to the closest building element including awnings or canopies, tents or membrane structures. Location of the food unit shall not impede pedestrians entering or exiting a building.

14. The window or area where a patron orders and receives their purchase shall be located so as to not require a patron to stand, or create a line that may cause pedestrians to be in the public right of way, vehicle travel lane, including parking lot drive aisles, or similar situation that may create a potential safety hazard. Adequate safe space for patrons waiting for their order must be available on the property where the mobile food unit is located.

15. With the exception of pushcarts as allowed herein, no mobile food unit shall be placed on a public or private sidewalk. Pushcarts may locate on or adjacent to a private sidewalk or public sidewalk only as part of an approved public property special event permit. However, a minimum forty-eight inch (48") open walkway must be maintained for passing pedestrians. The placement of the pushcart shall be in such a manner so as to minimize encroachment into the forty-eight inch (48") walkway by patrons waiting in line for service from the pushcart.

16. Signs are limited to those that are attached to the exterior of the mobile unit and must be mounted flat against the unit and not project more than six inches (6") from the exterior of the unit. No freestanding signs, banners, flags, or similar items are allowed. Off premises signs directing patrons to the mobile food unit are prohibited.

17. During business hours, the mobile food vendor shall provide a trash receptacle for use by customers.

18. The mobile food vendor shall keep the area around the mobile food unit clear of litter and debris at all times.

19. All mobile food units shall be located in such a manner as to not create a safety hazard, such as blocking emergency access to buildings and the site, obstructing access to fire hydrants, impeding entering and exiting from a building, creating a visual impediment for the motoring public at drive entrances, intersections, pedestrian crossings, or similar movement and access.

H. Property Owner/Lessee Responsibility: By allowing the mobile food unit on their property, the property owner or lessee jointly and severally with the vendor are responsible for compliance with this chapter and to ensure the safety of pedestrians and access of emergency vehicles to and around the site. Failure to do so could result in the property owner or lessee being party to any enforcement actions or penalties allowed by law.

124.03 UNLAWFUL ACTS.

A. Fraudulent Representation/Harassment: No licensee shall falsely or fraudulently misrepresent the quality, character, or quantity of any article, item, or commodity offered for sale, or sell any unwholesome or tainted food or foodstuffs. No licensee shall harass, intimidate, coerce, or threaten any individual to induce a sale.

B. Failure To Maintain Licenses And Permits: Failure of any applicant to maintain the appropriate county, state and federal licenses and permits, during the term of the local license or permits shall be considered an unlawful act and subject to revocation or any other penalties available to the city.

124.04 SUSPENSION OR REVOCATION OF LICENSE.

A. Any license issued under the provisions of this chapter may be suspended or revoked by the city as follows:

1. Grounds: The city clerk or clerk's designee may suspend or revoke any license issued under this chapter, for any of, but not limited to, the following reasons:

a. The licensee has made fraudulent statements in his/her application for the license or in the conduct of his/her business.

b. The licensee has violated this chapter or any other chapter of this code or has otherwise conducted his/her business in an unlawful manner.

c. The licensee has conducted his/her business in such manner as to endanger the public welfare, safety, order, or morals.

d. The city clerk has received and investigated three (3) or more found complaints during the licensed period related to the manner in which the licensee is conducting business.

2. Notice Of Suspension Or Revocation; Right To Appeal: The clerk or clerk's designee shall cause notice of the license revocation to be served in person by a city official or by mail to the licensee's local address, which notice shall specify the reason(s) for such action, at which time operations of the licensee must cease within the corporate limits of the city of Huxley. The licensee may appeal the revocation of the license to the city council at its next regularly scheduled meeting by filing with the clerk a written request for an appeal to the city council at least seven (7) days prior to the meeting. The city council may affirm, modify or reverse the decision of the clerk to revoke such license. If a license is revoked, no refund of any license fee paid shall be made. Upon the revocation of a license, the licensee is not eligible for the issuance of a new license under this chapter for a period of one year from the date the license revocation is served in person or deposited in the U.S. mail.

124.05 PENALTY.

Unless another penalty is expressly provided by this chapter for any particular provision or section, violations of this chapter are simple misdemeanors subject to a fine of not more than five hundred dollars (\$500.00) and may also be punishable as municipal infractions subject to a civil penalty as set forth in this code. Each day a municipal infraction occurs and/or is permitted to exist constitutes a separate offense. Police officers, code enforcement officers and the police chief's designees shall have the authority to issue citations for violations of this chapter, and shall have the discretion to enforce this chapter as either a simple misdemeanor or municipal infraction.

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

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

PASSED AND ADOPTED at Huxley, Iowa, this ____ day of _____, 2017.

Craig D. Henry, Mayor

Attest:

Jolene Lettow, City Clerk

• • • • •

RESOLUTION NO. 17-095

RESOLUTION APPROVING FINAL PLAT PRAIRIE RIDGE PLAT #2

WHEREAS, Duane Jensen, of J Corp, Inc. has. submitted a Final Plat for review ; and

WHEREAS, the Commission voted to recommend approval of the bulk regulation changes at their October 2, 2017 meeting.

WHEREAS, the Final Plat has been reviewed by the City Engineer and he recommends conditional approval per attached letter.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HUXLEY, IOWA, that the Huxley City Council has reviewed said Final Plat and approves subject to the conditions and/or waivers and per attached letter.

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

PASSED AND APPROVED this ___ day of November, 2017.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 17-095** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this ___ day of November, 2017.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

RESOLUTION NO. 17-099

**RESOLUTION APPROVING THE PROFESSIONAL ENGINEERING SERVICES
AGREEMENT FOR CONSTRUCTION REVIEW AND TESTING MEADOW LANE
PLAT #3 SUBDIVISION**

BE IT RESOLVED, THEREFORE, that the City Council of Huxley, Iowa does hereby approve the attached contract for Engineering Services submitted by V&K, Inc. for Construction Review and Testing of Meadow Lane Plat #3 Subdivision.

FURTHERMORE, the Huxley City Council authorizes the Mayor to sign agreement as per attached. Copy of signed agreement to remain with resolution.

Section 1. All resolutions or parts thereof which are in conflict herewith are hereby repealed.

PASSED, ADOPTED AND APPROVED this ____ day of December, 2017.

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

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 17-099** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this _____ day of December, 2017.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

December 6, 2017

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

CITY OF HUXLEY, IOWA
CONSTRUCTION REVIEW AND TESTING
MEADOW LANE PLAT 3 SUBDIVISION
ENGINEERING SERVICES

This letter contract sets forth our understanding of engineering services for construction review of the Meadow Lane Plat 3 Subdivision in Huxley, Iowa.

SCOPE OF SERVICES

We understand the engineering services are to include the following:

1. The project construction will be reviewed in the field. Construction review will include only utilities and street pavement that will be accepted by the City of Huxley as public improvements, including water mains, storm sewers, sanitary sewer services and public street pavement. The construction review will not include construction staking.
2. Veenstra & Kimm, Inc., on behalf of the City of Huxley, will coordinate with Construction Materials Testing (CMT) to provide the City with a proposal to provide construction testing services on the project which will include utility trench backfill compaction, pavement subgrade compaction, structural and pavement concrete strength, and percent air and slump testing. This proposal/agreement for services will be between the City of Huxley, Iowa and CMT.
3. Other services Veenstra & Kimm, Inc. will provide for the project include:
 - Coordinating and attending a preconstruction meeting.
 - Reviewing shop drawings submitted.
 - Make a final review after construction is complete to determine that the construction is substantially in compliance with the plans and specifications.

4. A letter will be provided certifying that the work observed by Veenstra & Kimm, Inc. has been completed in accordance with the plans and specifications, and a recommendation made for acceptance of the work by the City Council. A copy of the letter will be provided to the developer and the developer's engineer.
5. The scope of services includes water main, storm sewer, sanitary sewer services, culverts and pavement within the Meadow Lane Plat 3 Subdivision.

ENGINEERING COSTS

The estimated costs for the above engineering services are summarized as follows:

1. The fee for construction review services under this Agreement shall be on the basis of \$71/hour of the Engineers' personnel actually engaged in the performance of the services.
2. The fees for construction review services shall be paid monthly based on the statement of services submitted to the City. Payment for services during construction shall be due and payable upon receipt of the statement of services.
3. Mileage will not be billed separately and is included in the hourly rate for construction review services.
4. The maximum not to exceed fee is based on the level and hours of review for each component of the subdivision as shown in Exhibit A.

Review levels that are less than full time and for review time amounts that exceed the total hours shown in Exhibit A shall have the remainder of the time covered with City staff or provided with no coverage.

5. The fee for general services during construction for shop drawing review, preconstruction meeting services, final review, and construction coordination shall be on the basis of the standard hourly fees of the Engineer's personnel actually engaged in the performance of the services, plus direct out of pocket expenses.
6. The fee for construction review services shall not exceed the amount of \$71 per hour multiplied by the total hours shown in Exhibit A without the consent of the City Council.

John Haldeman
December 6, 2017
Page 3

7. The fee for general services during construction shall not exceed the amount of Three Thousand Four Hundred Dollars (\$3,400) without the consent of the City Council.

If you have any questions or comments, please contact us at 1-800-241-8000.

This letter may be made a contract by affixing the proper date and signatures in the spaces below and returning one copy to us.

VEENSTRA & KIMM, INC.



Forrest S. Aldrich

600-3

Accepted this _____ day of _____, 2017.

CITY OF HUXLEY, IOWA

ATTEST:

By _____
Mayor

By _____
City Clerk

Exhibit A – Estimated Half Time Review

<u>Description</u>	<u>Approximate Level of Review</u>	<u>Hours</u>
Water Main	1/2 Time	25
Storm Sewer	1/2 Time	50
Storm Sewer and Sanitary Sewer Services	1/2 Time	35
Testing	None	0
Storm Sewer Video Review	None	0
Pavement Subgrade Preparation	1/3 Time	30
Pavement	Full Time	90
Surface Restoration	None	0
Cleanup/Punch List	Full Time	<u>10</u>
Total		240 Hours

Exhibit A – Estimated Two-Third Time Review

<u>Description</u>	<u>Approximate Level of Review</u>	<u>Hours</u>
Water Main	1/2 Time	25
Storm Sewer	1/2 Time	50
Storm Sewer and Sanitary Sewer Services	1/2 Time	35
Testing	None	0
Storm Sewer Video Review	None	0
Pavement Subgrade Preparation	Full Time	100
Pavement	Full Time	90
Surface Restoration	None	0
Cleanup/Punch List	Full Time	<u>10</u>
Total		310 Hours

Exhibit A – Estimated Full Time Review

<u>Description</u>	<u>Approximate Level of Review</u>	<u>Hours</u>
Water Main	Full Time	50
Storm Sewer	Full Time	100
Storm Sewer and Sanitary Sewer Services	Full Time	70
Testing	Full Time	20
Storm Sewer Video Review	Full Time	10
Pavement Subgrade Preparation	Full Time	100
Pavement	Full Time	90
Surface Restoration	Full Time	30
Cleanup/Punch List	Full Time	<u>10</u>
Total		480 Hours

FINANCE

RESOLUTION NO. 17-100
APPROVING PURCHASE OF TAR KETTLE

WHEREAS, the Public Works Department has researched the possibility of buying a used Tar Kettle; and

WHEREAS, quotes were solicited..

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Huxley, Iowa, that the following equipment is approved to purchase from Star Equipment in Ames, Iowa as follows:

Tar Kettle (used)
\$ 12,995.00

Section 1. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED, ADOPTED AND APPROVED this ___ day of December, 2017.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 17-100** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this _____ day of December, 2017.

Craig D. Henry, Mayor

Attest: _____

Jolene Lettow, City Clerk

Dear Council,

12/7/2017

We have another opportunity to buy a used tar kettle that we feel is priced right and in good shape for what we need. As you recall earlier this summer we provided bids for a used tar kettle and some pricing for new ones which range from the upper thirty's to eighty thousand. I think this would be a good time to purchase this kettle since good used ones are very hard to find and they don't last long on the market as we found out last time. We had one in the range of \$18,000.00 this spring and Mat found one with Star Equipment in the amount of \$12,995.00 that he feels will do what we need for the City's needs in filling the cracks for our street maintenance program. There are many benefits to having a tar kettle than how we do it now as we explained before with the following points:

- Less time spent taring the cracks.
- Much more efficient and less waste.
- Easy clean-up
- Fills cracks better and last longer due to it being a better material.
- It would cut down on the cost of ag lime that we use now to put over the tar so it does not get tracked.
- It would keep the ag lime out of our storm sewers which will save on cost of cleaning.
- It is less of mess
- Looks nicer

I recommend the purchase of the used Tar Kettle that mat has provided to you for your review and approval.

Mat has provided a memo in your packet and the bid for your review.

Jeff Peterson PWD

To Mayor and Council Members,

As you know I have been looking for a tar kettle for awhile now only to find many of them are in the 25,000 to 45,000 dollar range. I have found this one at Star Equipment It is an older model but has had many new part put and is in good working order. I don't believe that the we need to buy a brand-new machine for the number of hours we will be putting on it each year. Also, the newer machines are a lot bigger in size and due to the lack of space we have now I would like to keep the machine small like this one so we can keep it stored inside when not being used.



1998 Cimline 105DMA Tar-pot

1286Hrs

\$12,995.00



Purchase Agreement

STAR EQUIPMENT, LTD. CONSTRUCTION EQUIPMENT & SUPPLIES SALES SERVICE RENTAL

- ☐ 1401 2ND AVENUE · DES MOINES, IA 50314 · (515) 283-2215
- ☒ 2100 E. LINCOLN WAY · AMES, IA 50010 · (515) 233-9500
- ☒ 2950 6TH STREET S.W. · CEDAR RAPIDS, IA 52404 · (319) 365-5139
- ☐ 2625 W. AIRLINE HWY · WATERLOO, IA 50703 · (319) 236-6830

☒ **PA 171260938**

PURCHASER'S INFORMATION

Company City of Huxley
 Contact Mat Kahler
 Billing Address 515 N Main Ave
 City, State, Zip Huxley, Ia 50124
 County Story

Date 12/6/17
 Phone _____
 Cell Phone (515) 822-3800
 Email _____
 P.O. # Verbal Matt

hereinafter called "Purchaser/Debtor", agrees to purchase from STAR EQUIPMENT, Ltd., 1401 2nd AVE., DES MOINES, IOWA, 50314. hereinafter called "Seller/Secured Party", subject to all terms, conditions and agreements herein contained and the additional provisions printed on the reverse side hereof, the following described: Class C Used equipment and is subject to the warranties for that class equipment as set forth on this agreement.

PURCHASED EQUIPMENT

QTY	PURCHASED EQUIPMENT	HOURS	SERIAL #	UNIT PRICE	EXTENDED PRICE
1	Used Cimline 105DMA Tar Pot 1998		320164	12,995.00	\$ 12,995.00
	ID 320164				0.00
					0.00
					0.00
					0.00
					0.00
					\$ 12,995.00

QTY	TRADE EQUIPMENT	HOURS	SERIAL #	UNIT PRICE	EXTENDED
					0.00
					0.00
					0.00

Purchaser hereby grants to Seller a purchase money security interest in the above-described equipment until the purchase price is paid in full. Purchaser agrees to execute before or at the time of delivery of the property covered by this Agreement, such security agreements and financing statements as may be appropriate to perfect the Seller's security interest. Purchaser grants Seller power of attorney security interest.

Pre-Delivery & Inspection	\$ 0.00
Subtotal	\$ 12,995.00
Tax Rate & Tax Due	Exempt \$ 0.00
Freight	0.00
Other	\$ 0.00
Subtotal	\$ 12,995.00
Down Payment	\$ 0.00
TOTAL DUE	\$ 12,995.00

F.O.B. Star - Ames

Fees and miscellaneous charge NA

By ☐ cash, ☒ Check, ☐ CC with this agreement Check

Equipment to be shipped to Purchaser at City of Huxley via Mike Cooling - 59

on or about 2017-12-12, subject to strikes, accidents, or other delays beyond the control of the Seller. The cash price shown above is subject to change, without notice, to reflect any increase in the manufacturer's cost to Seller prior to delivery.

PURCHASER AGREES THAT THIS AGREEMENT, INCLUDING THE ADDITIONAL PROVISION PRINTED BELOW HEREOF, CONSTITUTES THE ENTIRE AGREEMENT RELATING TO THE SALE OF SAID PROPERTY, AND THAT PURCHASER HAS RECEIVED A TRUE COPY THEREOF.

PURCHASER'S NAME	PURCHASER'S SIGNATURE	TERR #	MANAGER SIGNATURE	DATE
<u>Mat Kahler</u>	<u>Mat Kahler</u>	<u>59</u>		<u>12-6-17</u>

NOTE: This agreement is subject to written acceptance by a duly authorized officer of Star Equipment, Ltd. Purchaser's deposit shall be returned if this agreement is not accepted; and the cashing and depositing of any check of Purchaser shall not alone constitute acceptance of this agreement.

ADDITIONAL TERMS AND PROVISIONS OF AGREEMENT

In the event that the trade in, or any part thereof is not to be delivered to Seller, until delivery to Purchaser of the property hereby purchased, the seller may at its option, request a revaluation of the property at the time of such delivery to determine the allowance to then be made for such trade-in. In the event Purchaser and Seller, cannot agree upon a valuation, then each party shall select one appraiser, and the two selected shall select a third party, and the determination of said appraisers, or a majority of them, shall be binding upon and shall form the basis for computing the trade-in allowance. Further, in the event that either party shall fail to select an appraiser within five (5) days after the Seller has notified Purchaser of its intention to revalue said trade-in, then any appraiser selected hereunder shall make the appraisal which shall be binding upon the parties.

Purchaser agrees to pay to Seller the list price of said property in effect at the time of delivery and in the event that such cash delivery once is increased, Purchaser may, if dissatisfied, therewith by written notice to Seller within five (5) days after being notified by Seller of any increase in price cancel this Agreement in which event, if property has been traded in as a part of the consideration for the purchase of said property from Seller, it shall be returned to Purchaser upon the payment of reasonable charge for storage and repairs, if any, or if such trade-in property has been previously resold by Seller, then the amount received therefor less any salesman's commission and any other selling expense, including storing, conditioning, repairing, insuring or advertising said property, for sale, shall be returned to Purchaser. Until the property hereby ordered is delivered to and accepted by Purchaser, all property traded in by Purchaser shall remain at Purchaser's risk.

In the event this Agreement is not cancelled by Purchaser as herein above provided, and Purchaser shall fail or refuse to accept delivery of the property hereby ordered or to comply with any other terms and provisions of this Agreement, then Seller, in addition to any other right or remedy afforded by law, may retain as liquidated damages any cash deposit made by Purchaser and any property traded in by Purchaser.

Purchaser authorizes Seller, upon acceptance of this Agreement by Seller, to complete for and on behalf of Purchaser, the forms of promissory note(s), security agreement and financing statements which Purchaser may have signed contemporaneously herewith in blank, by inserting in such instruments, in the first instances, dates, names of parties, the description of the property purchased, amount and terms of payment, and in the event of changes or substitutions herein prior to final delivery by inserting the description of the property finally delivered and the final amount and terms of payment thereof.

If the property specified herein is new equipment, then Purchaser is entitled to all warranties of the manufacturer. The Seller makes no warranties with respect to new equipment, except that the Seller is lawfully entitled to sell same.

If the equipment is sold as a Class "A" machine, i.e. rebuilt and reconditioned, in the event any major parts or workmanship are proved to be defective within a period of thirty (30) days from date of delivery, (warranty does not apply to tires and battery), Seller, at its own expense agrees to furnish such parts and perform such labor as made necessary by inherent defects of material or workmanship. If, however, any major parts or workmanship are proved to be defective after a period of thirty (30) days from the date of delivery, but not more than sixty (60) days, from date of delivery, Seller agrees to furnish such parts and labor necessary to correct such inherent defects of material or workmanship, and Purchaser hereby agrees to pay one-half of the standard charges covering the parts and labor so furnished by Seller in any case herein mentioned. Purchaser agrees to deliver the equipment to the place designated by Seller for the purpose of making such repairs.

If the equipment is sold as Class "B" machine, which as been "serviced and conditioned" by Seller to be in good working condition, any major parts (tire and battery excluded), workmanship proved to be defective within a period of thirty (30) days from date of delivery. Seller agrees to furnish such parts and labor necessary to correct such inherent defects of material and workmanship and Purchaser hereby agrees to pay one-half of the standard charges covering major parts and labor so furnished by Seller. Purchaser agrees to deliver the equipment to place designated by Seller for purpose of making such repairs.

On a class "C" machine sold on an "as is" basis, it is distinctly understood that Seller does not represent, warrant, or guarantee in any manner, the condition, quality or fitness of the property herein specified, and Purchaser so acknowledges.

THE WARRANTIES HEREIN CONTAINED, AND SELLER'S OBLIGATIONS THEREUNDER, ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES; AND SELLER SHALL NOT BE RESPONSIBLE FOR DAMAGES OR DELAYS CAUSED BY DEFECTIVE MATERIAL OR WORKMANSHIP ON EITHER NEW OR USED EQUIPMENT, NOR SHALL ANY ALLOWANCE BE MADE BY SELLER TO REPAIRS, PARTS, OR ALTERATIONS OF THE PROPERTY HEREIN SPECIFIED, UNLESS THE SAME ARE AUTHORIZED IN WRITING BY SELLER.

ADDITIONAL TERMS AND PROVISIONS OF SECURITY AGREEMENT

If the Collateral is new property, the Debtor is entitled to all warranties with respect to new property. If the Collateral has been sold as a Class "A" machine, i.e. rebuilt and reconditioned, in the event any major parts or workmanship are proved to be defective within a period of thirty (30) days from date of delivery, (tire and battery excluded), Secured Party, at its own expense, agrees to furnish such parts and perform such labor as made necessary by inherent defects of material or workmanship. If, however, any parts or workmanship are proved to be defective after a period of thirty (30) days from date of delivery but no more than sixty (60) days thereafter, Secured Party agrees to furnish such parts and labor necessary to correct such inherent defects of material and workmanship, and Debtor hereby agrees to pay one-half (1/2) of the regular charges covering the parts and labor so furnished by Secured Party in any case herein mentioned. Debtor agrees to deliver the equipment to the place designated by Secured Party for purpose of making such repairs.

If the Collateral has been sold as a Class "B" machine, which has been serviced and "conditioned" by Secured party to be in good working condition, any major parts (tires and battery excluded), workmanship proved to be defective within a period of thirty (30) days from date of delivery, Secured party agrees to furnish such parts and labor necessary to correct such inherent defects of material and workmanship and Purchaser hereby agrees to pay one-half of the standard charges covering major parts and labor so furnished by Secured Party. Purchaser agrees to deliver the equipment to place designated by Secured Party for purpose of making such repairs.

On a Class "C" machine sold on an "as is" basis, it is distinctly understood that Secured party does not warrant, represent or guarantee in any manner the condition, quality or fitness of the Collateral and Debtor so acknowledges.

THE WARRANTIES HEREIN CONTAINED, AND SECURED PARTY'S OBLIGATIONS THEREUNDER, ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES; AND SECURED PARTY SHALL NOT BE RESPONSIBLE FOR DAMAGES OR DELAYS CAUSED BY DEFECTIVE MATERIAL OR WORKMANSHIP ON EITHER NEW OR USED COLLATERAL, NOR SHALL ANY ALLOWANCE BE MADE BY SECURED PARTY FOR REPAIRS, PARTS, OR ALTERATIONS OF THE PROPERTY HEREIN SPECIFIED, UNLESS THE SAME ARE AUTHORIZED IN WRITING BY THE SECURED PARTY.

If the Collateral, or any part thereof, is a motor vehicle subject to registration under the laws of the State of Iowa, then Debtor may pay in full at anytime before maturity the debt of this contract and in so paying such debt shall receive for such anticipation of payments a refund credit in an amount as provided by Sec. 537.25100 Code of Iowa. 1975.

DEBTOR WARRANTS, COVENANTS AND AGREES:

1. That no financing statement covering said Collateral, or any proceeds thereof, is on file in any public office.

2. That Debtor shall not sell, transfer, or otherwise dispose of the Collateral or any interest therein, and will not permit any other lien or security interest to be attached thereto without the prior written consent of Secured Party.

3. That Debtor shall promptly pay when due any and all taxes or charges which may be assessed or levied against the Collateral.

4. That Debtor shall keep said Collateral insured from loss or destruction by fire, theft, collision and all other perils, as Secured Party requires, in an amount not less than the full insurable value of the Collateral, or the amount secured hereby, whichever is lesser, with said insurance being payable to Secured Party as its interest may appear, and Debtor shall deliver to Secured Party a Certificate of said insurance which shall provide that said insurance may only be cancelled after ten (10) days written notice to Secured Party. To the extent of the security interest herein granted, Debtor hereby appoints the Secured Party the agent and attorney to the Debtor, in adjusting and canceling such insurance and endorsing settlement drafts, and hereby assigns to the Secured Party all sums, including return premiums and dividends, as additional security, specifically agreeing that Secured Party may cancel said insurance upon any default by Debtor and apply any refund to the balance due.

5. That Debtor will defend the Collateral against all claims and demands of all persons or any time claiming the same or any interest therein.

6. That Secured Party has the option, but is not obligated, without notice to Debtor, to pay and discharge taxes, liens, encumbrances or security interests upon the Collateral, to pay for the insurance on the Collateral, and to pay for repairs, maintenance and preservation of the Collateral. Any amounts so paid by Secured Party, shall become additional obligations secured by this Security Agreement and shall bear interest at the highest lawful contract rate from the dates of any such payments until repaid.

7. That Secured Party shall have the right to negotiate or assign the security interest evidenced by this agreement and the note(s) which it secures, and understand that Secured Party may do so, without any notice to Debtor. Debtor specifically agrees that if there is any assessment or transfer of the Security Agreement or note(s), the assignee or transferee shall have all of the Secured Party's rights and remedies under this agreement, but the assignee shall not be chargeable with any obligations or liabilities of the Secured Party, and Debtor will assert as a defense, counterclaim, setoff, cross complaint or otherwise any claim, known or unknown, which he now or hereafter acquires against the original Secured Party herein in any action commenced by any assignee or transferee of this agreement and the note(s) which it secures.

8. That any extension of the time for payment of any installment hereunder, or the acceptance of only parts of such installment, or the failure of the Secured Party to enforce the strict performance of any covenant, promise or condition herein contained on the part of the Debtor to be performed, shall not operate as a waiver of the right of the Secured Party, thereafter to require that the terms hereof be strictly performed according to the tenor hereof. No party to this agreement shall be discharged from liability to the Secured Party by reason of the Secured Party's extending the time for payment of any installment or installments owing or due upon said secured obligation, or by reason of the Secured Party's waiver or modification of any terms of the note evidencing such obligation, or of any terms of the agreement.

9. That Debtor will keep the Collateral in good repair, and will not sell, lease, exchange, waste, or remove the Collateral from the country of his residence above specified, or otherwise dispose of the Collateral or execute any financing statement covering this Collateral or create any security interest in the Collateral except that created by this agreement, without the written consent of the Secured Party.

10. That this agreement shall be deemed to have been made in the State of Iowa and shall be construed according to the laws of said State. If any part of this agreement is contrary to the laws of any state, the other parts of this agreement shall remain valid, effective and enforceable.

11. That the rights and remedies herein conferred upon the Secured Party shall be cumulative and not alternative and shall be in addition and not in substitution of, or in derogation of the rights and remedies conferred by the Uniform Commercial Code of Iowa and any other laws.

12. That all rights of the Secured Party hereunder shall insure to the benefit of its successors and assigns any and all obligations of the Debtor shall bind his heirs, personal representatives, successors or assigns. If there be more than one Debtor, their obligations hereunder shall be joint and several.

13. That at any reasonable time, the Debtor will allow the Secured Party or representatives of the Secured Party to examine and inspect the Collateral wherever located. That if the Collateral hereunder is inventory or equipment used for business purposes, the Debtor will keep accurate books and records of the Collateral and shall allow the Secured Party or representatives of the Secured Party to examine said books and records at any reasonable time as well as the Collateral itself.

14. That if the Collateral is inventory, the security interest herein granted shall also extend to all proceeds realized by the Debtor from the sale of the Collateral.

15. That upon the occurrence of any of the following events, the Secured Party may accelerate any obligation secured by this agreement and may declare Debtor in default under this agreement said events being as follows: (a) If the Debtor fails to perform any obligation contained in any note evidencing any obligation hereby secured. (b) If the Debtor fails or neglects to fully comply with any provision, term, covenant, or warranty of this Security Agreement. (c) If any warranty, representation of statement made or furnished to the Secured Party by or on behalf of the Debtor was false in any material respect when made or furnished. (d) If there occurs the dissolution, termination of existence or business failure of the Debtor, or there is commenced any proceeding under any bankruptcy or insolvency laws by or against the Debtor or any guaranty or security for the Debtor, or if the Debtor shall make an assignment for the benefit of creditors. (e) If any loss, theft, or damage or destruction of the Collateral not covered by insurance containing a loss payable clause naming Secured Party occurs. (f) If a judgement is entered against the Debtor or any guarantor or surety for the Debtor in any court, in any jurisdiction or if any event occurs which results in the acceleration of the maturity of the indebtedness of the Debtor to the Secured Party or others under any other undertaking, or (g) The occurrence of any event that causes the Secured Party to deem itself insecure.

16. That upon default or breach of any of the terms, covenants, conditions or agreements of this Security Agreement herein provided to be observed and performed by Debtor, or at any time thereafter, Secured Party may without notice declare all obligations owed hereunder immediately due and payable and shall have all the rights and remedies of a secured party under the Uniform Commercial Code of Iowa and any other applicable laws. Debtor will, at Secured Party's request, assemble the Collateral and make it available to the Secured Party at such place as is designated by the Secured Party, which shall be reasonably convenient, if being specifically agreed by the Debtor that at any regular place of business of Secured Party which may be designated by the Secured Party shall be deemed reasonably convenient to Debtor and Secured Party. Any requirements of reasonable notice by the Secured Party shall be met if such notice is mailed by certified mail, postage prepaid to the address of the Debtor shown at the beginning of this Agreement (or to such other address as the Debtor may have requested in writing) at least seven (7) days before the time of the event set forth in such notice and such notice shall be deemed to have been given upon the date that the envelope containing the notice properly addressed is deposited in the United States mail. Expense of retaking, holding, repairing, preparing for sale, selling and the like include the Secured Party's reasonable attorney fees and legal expenses, allowable by law, incurred by Secured Party in enforcing its rights under this agreement.

17. That the Collateral shall in no use or manner become attached to real estate, nor shall it become a fixture.

PURCHASER'S INITIALS:

MC

DATE: 12/6/17

LEISURE ACTIVITIES

RESOLUTION NO. 17-101

APPROVING PURCHASE OF MOWERS

WHEREAS, the Parks and Recreation Department and Public Works has researched the possibility of buying replacement mowers; and

WHEREAS, quotes were solicited.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Huxley, Iowa, that the following equipment is approved to purchase from;

Van Wall Equipment (Nevada) -- \$18,000 (-) Trade In \$7500 = Net Purchase \$10,500

Central Iowa Lawn and Home Care -- \$ 16,599 (-) Trade In \$3600 = Net Purchase \$12,999

To be funded from General Fund and Road Use Tax Cash Balances

Section 1. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED, ADOPTED AND APPROVED this ____ day of December, 2017.

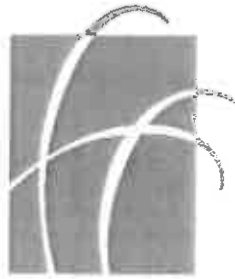
APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 17-100** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this ____ day of December, 2017.

Craig D. Henry, Mayor

Attest: _

Jolene Lettow, City Clerk



HUXLEY

PARKS & RECREATION DEPARTMENT

MEMORANDUM

To: Honorable Mayor Craig Henry & City Council
From: Travis Bakken
Date: 12/6/17
Re: Parks Department Mowers

Action-Items

Parks Department Mowers

Please review and discuss possible approval for the purchase of new mowers for the Parks Department.

Thanks

Travis Bakken



HUXLEY

PARKS & RECREATION DEPARTMENT

MEMORANDUM

To: Honorable Mayor Craig Henry & City Council
From: Travis Bakken
Date: 12/6/17
Re: Parks Department Mowers

The Parks Department would like approval to purchase two new mowers. The new mowers would replace a 2001 John Deere 1145 that has over 2300 hours on it and a John Deere 997 that has over 1300 hours on it.

The department would recommend purchasing a new 2017 John Deere Z997R Diesel 72" mower and trading in our 2013 John Deere 997 through Van-Wall Equipment.

New 997	\$18,000
TRADE IN OF 2013 997	<u>\$7,500</u>
Price	\$10,500

The department would recommend purchasing a new 2017 Bad Boy Diesel 72" mower and trading in our 2000 John Deere 1145 72" through Central Iowa Lawn & Home Care.

New Bad Boy 72" Diesel	\$16,599
Trade in of John Deere 1145	<u>\$3,600</u>
Price	\$12,999

Funds to pay for these purchases would come from General Fund and Road Use Tax Fund.

Quotes for outsourcing the mowing were submitted from JM Lawn and Landscapes, and Lawn Cutters Lawn and Landscape. Landscapes by Design informed the department on December 5 they were not interested in submitting a bid and Calvert Lawn Care submitted an incomplete bid, so it has not been included. Department costs for mowing have been included for comparison.

JM Lawn and Landscapes cost to mow for 28 weeks:	\$146,300.00
Lawn Cutters Lawn & Landscape cost to mow for 28 weeks	\$43,036.00
City of Huxley cost to mow for 28 weeks:	\$40,859.60

Quotes are attached.

Thank you

Travis Bakken & Rocky Smith

Director: Travis Bakken 515 North Main Avenue Huxley, Iowa 50124
Phone: (515) 597-2515 Fax: (515) 597-2570 Email: tbakken@huxleyiowa.org



Shop: 2725 E. Lincoln Way, Ames, IA 50010
 Office: 3911 Christytown Rd, Story City, IA 50248
 Ph.# (515) 233-1201 Fax #: (515) 232-0254
 Email: info@jmlawn.net

PROPOSAL

Servicing The Ames & Surrounding Communities Since 1979

Proud Members of:



To: City Of Huxley
 515 N. Main Ave.
 Huxley, IA. 50124

Phone: 515-597-2515

Cell Phone:

Email: tbakken@huxleyiowa.org

Date: 12/5/2017

Job Name: Mowing 2018

Location: Various locations

Contact: Travis Bakken

Contractor is bonded & insured. Contractor will provide all necessary equipment & supplies unless otherwise stated.

Office must be notified within 12 hrs. of complaints.

We hereby submit specifications for:

(1) Centennial Park: \$1,440.00 Per Mowing	(17) Prairie Ridge Park: \$95.00 Per Mowing	1,440
(2) Larson Family Sports Fields: \$315.00 Per Mowing	(18) Railroad Park: \$135.00 Per Mowing	315
(3) North Entry To Town: \$157.50 Per Mowing	(19) City Hall: \$202.50 Per Mowing	157.5
(4) Oak Lift Station: \$45.00 Per Mowing		45
(5) Shop: \$395.00 Per Mowing		395
(6) Berhow Park: \$450.00 Per Mowing		450
(7) Timberlane Triangle: \$45.00 Per Mowing		45
(8) Nord Kalsem Park: \$360.00 Per Mowing		360
(9) East 4th Retention Pond: \$85.00 Per Mowing		85
(10) Water-Waste Water Plant: \$720.00 Per Mowing		720
(11) Trail Ridge Park: \$180.00 Per Mowing		180
(12) Sand Cherry Lift Station: \$202.50 Per Mowing		202.5
(13) South 69 Row's: \$95.00 Per Mowing		95
(14) Fire station/Old Water Plant: \$112.50 Per Mowing		112.5
(15) Memorial Park & Water tower: \$95.00 Per Mowing		95
(16) West Row's: \$95.00 Per Mowing		95
All prices listed are + Tax		135
	28 weeks x	202.5
		5,225
	\$5,225.00	\$146,300

IF THIS PROPOSAL IS ACCEPTED, PLEASE SIGN & SEND THE ORIGINAL BACK TO THE OFFICE.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manor according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Not responsible for adverse weather conditions or acts of God that may effect the outcome of the furnished project. If proposal is for sodding or seeding, JM Lawn is not responsible for watering unless stated in writing; and there is no warranty provided past time of completion of project. If plants are warranted for 1 year, warranty covers plant material only, not labor to reinstall - labor charges will be applied. By accepting this proposal I agree as authorized representative of the above company, not to hire any employees of JM Lawn & Landscape or it's subsidiaries that are sent to do the work at my facility for a period of 2 years after they are employed by JM Lawn & Landscape or it's subsidiaries unless agreed upon with JM Lawn & Landscape.

AUTHORIZED SIGNATURE: *Jason Holsommer*

Note: This proposal may be withdrawn by us if not accepted within 15 days.

****CANCELLATION OF ANY SERVICES MUST BE DONE IN WRITING-BY MAIL, FAX OR EMAIL ONLY.

ACCEPTANCE OF PROPOSAL- The prices, specifications and conditions and are satisfactory and are hereby accepted as specified. Payment is due upon completion of project.

If you choose to make payment by credit card, a 3.8% convenience fee is charged by the vendor.

SIGNATURE: _____

DATE: _____

Lawn Cutters Lawn & Landscape
 Po Box 331
 Cambridge, ia 50046

515-460-1788

Estimate

Date	Estimate #
12/4/2017	3

Name / Address
city of huxley

Project

Description	Qty	Rate	Total
#1 centennial park		390.00	390.00
#2 haroon family sports field		73.00	73.00
#3 north entry to town		68.00	68.00
#4 oak lift station		20.00	20.00
#5 stop		72.00	72.00
#6 beaver park		135.00	135.00
#7 timberline triangle		35.00	35.00
#8 nord killeen park		82.00	82.00
#9 east 4th retention pond		35.00	35.00
#10 waste water plant		172.00	172.00
#11 trail ridge park		52.00	52.00
#12 sand cherry lift station		58.00	58.00
#13 south 69 row's		38.00	38.00
#14 fire station old water plant		38.00	38.00
#15 memorial park water tower		35.00	35.00
#16 west row's 57		57.00	57.00
#17 prairie ridge park		67.00	67.00
#18 railroad park		48.00	48.00
#19 city hall		42.00	42.00
Sales Tax polk county		7.00%	0.00
Total			\$1,537.00

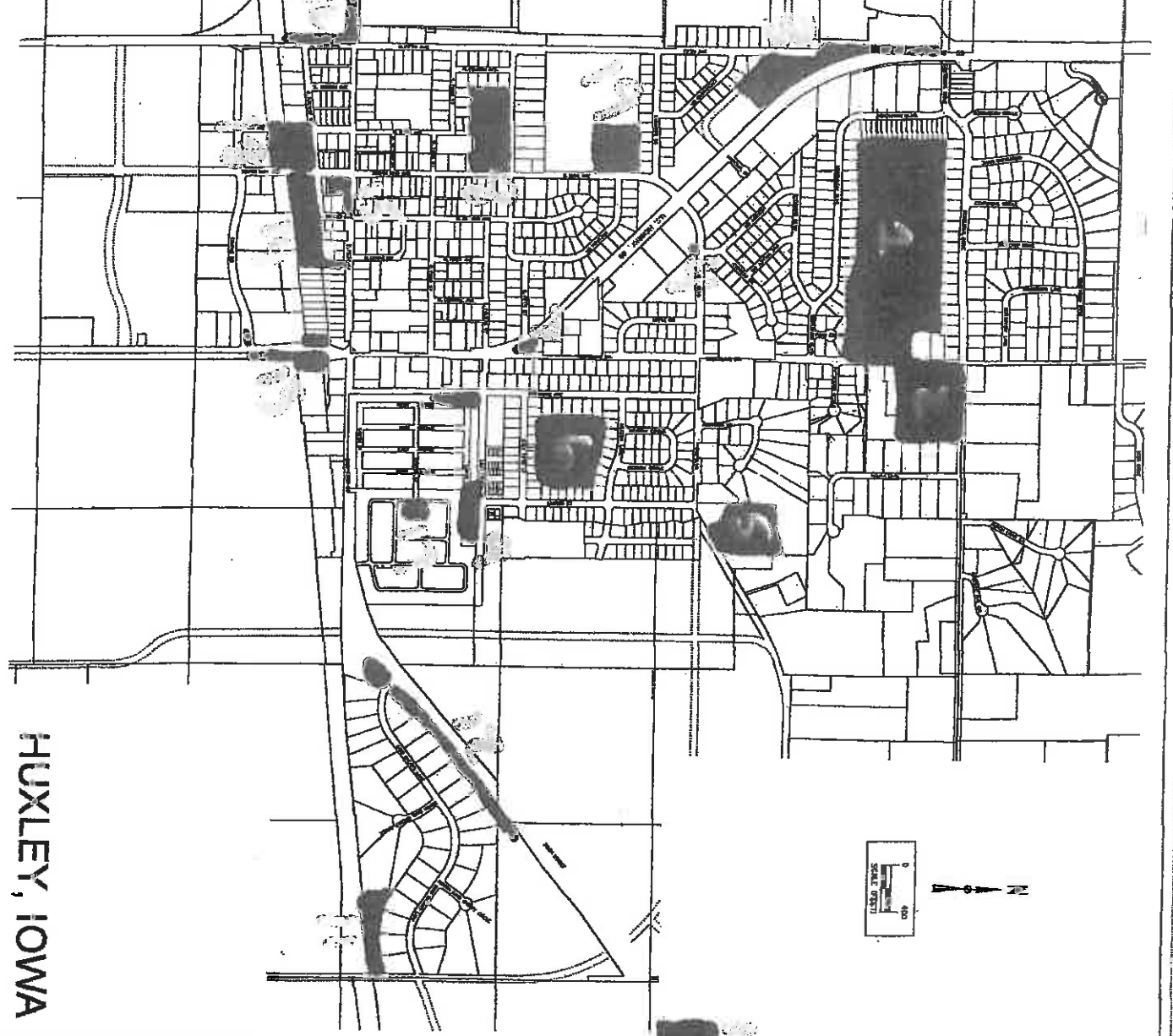
45 WEEKS 38,425
 26 WEEKS 39,962
 27 WEEKS 41,999
 28 WEEKS 43,036



City Mowing of City Grounds

	Hourly Pay	Weekly Hours	Weekly Total	Summer Total
Rocky	\$15.99	30	\$479.70	
Summer help 1	\$10.00	30	\$300.00	
Summer help 2	\$10.00	30	\$300.00	
Summer help 3	\$10.00	30	\$300.00	
Fuel Diesel	\$2.50 a gallon	30 gal a week \$75		\$2,100.00
Gas /Oil	\$2.60 a gallon	10 gal a week \$26		\$728.00
Summer help for 16 weeks 3people		90	\$900.00	\$14,400.00
Rocky total for 28 weeks		30	\$479.70	\$13,431.60
Other city personnel for 12 weeks	\$20 hour	30	\$600.00	\$7,200.00
Yearly Maintenance Budget				\$3,000.00
Total				\$40,859.60

- 1.- Centennial Park (50)
- 2.- Larson Family Sports Fields
- 3.- North Entry to Town
- 4.- Oak Lift station
- 5.- Shop
- 6.- Bernoulli Park (7)
- 7.- Timberlane Triangle
- 8.- Nord Walscum Park (4)
- 9.- East 4th Recreation Blvd
- 10.- Water-Wastewater Plant
- 11.- Trail Bridge Park (1)
- 12.- Sand Cherry Lift station (10)
- 13.- South 69 Road's
- 14.- First station / Old water plant
- 15.- Memorial Park / Water Tower
- 16.- West Road's
- 17.- Prairie Ridge Park
- 18.- Railroad Park
- 19.- City Hall



HUXLEY, IOWA

SNYDER & ASSOCIATES
Engineers and Planners

MARCH 30, 2005