

# CITY OF HUXLEY

TUESDAY – AUGUST 14, 2018 – 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 14TH DAY OF AUGUST, 2018 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) PUBLIC HEARING(S): NONE
- 5.00) 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.

- 5.01) TO APPROVE THE MINUTES FROM THE FOLLOWING MEETINGS:  
JULY 24, 2018 -- Regular Council Meeting & Worksession
- 5.02) TO APPROVE FINANCIAL REPORTS AND PAYMENT OF BILLS.
- 5.03) TO APPROVE BEER, WINE AND LIQUOR LICENSES, CIGARETTE PERMITS RENEWALS.
- 5.04) TO APPROVE AN AGREEMENT WITH CENTURY 21 AND TO AUTHORIZE MAYOR TO SIGN.
- 5.05) TO APPROVE MOTION TO DIRECT CITY ATTORNEY TO GIVE NOTICE OF TERMINATION OF FARM TENANCY IN ACCORDANCE WITH IOWA LAW FOR CURRENT VERBAL AGREEMENTS WITH TENANTS AND DIRECT STAFF TO NEGOTIATE NEW WRITTEN LEASES ON FORMER HDC PROPERTY.

### AGENDA ITEMS:

- 6.00) COMMUNITY BETTERMENT:
  - 6.01) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 18-068 APPROVING GAS FACILITIES EXTENSION AGREEMENT WITH ALLIANT.
  - 6.02) DISCUSSION AND POSSIBLE ACTION ON THE SECOND READING OF ORDINANCE NO. 484 AMENDING THE CODE OF ORDINANCES, CHAPTER 166 SUBDIVISION REGULATIONS TO REQUIRE SEPARATE EASEMENT AGREEMENTS AS PART OF THE PLAT REQUIREMENTS

6.03) DISCUSSION AND POSSIBLE ACTION ON FIRST READING OF ORDINANCE # 486 AMENDING THE CODE OF ORDINANCES OF THE CITY OF HUXLEY, IOWA, CHAPTER 160, SWIMMING POOL AND SPA CODE, REGARDING PERMITS.

6.04) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 18-069 MEADOW LANE STORMWATER DETENTION POND APPROVING THE PLAN AND A SCHEDULE FOR THE IMPLEMENTATION OF THE PLAN.

**7.00) PUBLIC SAFETY:**

7.01) DISCUSSION AND POSSIBLE ACTION ON MOTION TO POST FOR HIRING A 5<sup>TH</sup> POLICE OFFICER.

7.02) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 18-070 APPROVING 28E AGREEMENT WITH ISU FOR OFFICERS.

7.03) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 18-071 APPROVING A 3-WAY STOP AT NORTH 5<sup>TH</sup> AVE AND BALLARD MIDDLE SCHOOL.

7.04) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 18-072 APPROVING THE REQUEST FOR STREET LIGHTS IN THE KADING DEVELOPMENT.

**8.00) FINANCE:**

8.01) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 18-067 APPROVING ADMIN FEES FOR POOL PERMITS. (**MOTION TO UNTABLE**)

8.02) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 18-073 APPROVING AND AUTHORIZING THE PLACEMENT OF FUNDS IN VARIOUS DEPOSITORIES AS APPROVED BY THIS RESOLUTION.

**9.00) LEISURE ACTIVITIES:**

9.01) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 18-074 TO HIRE HEATHER DINGER AS THE HUXLEY PARKS AND RECREATION DIRECTOR.

9.02) DISCUSSION AND POSSIBLE ACTION ON MOTION APPROVING THE USE OF MEMORIAL PARK FOR THE FIRST NATION / FARMER CLIMATE UNITY MARCH CAMPOVER ON SEPTEMBER 2<sup>ND</sup>.

**10.00) ADMINISTRATIVE BUSINESS: NONE**

***COMMENTS FROM STAFF, COUNCIL AND MAYOR.***

**ADJOURNMENT**

WORKSESSION:

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

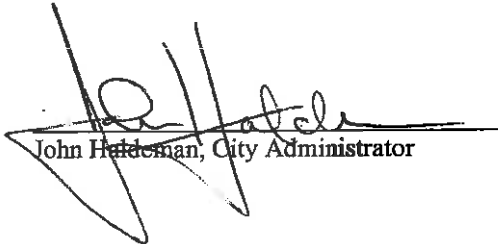
*DISCUSSION TOPICS;*

THAT THE FOLLOWING TOPICS ARE SUGGESTED AND THEY DO NOT REFLECT ALL THE 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. NO PARTICULAR ORDER AT THIS TIME

1. Northland Financing and CIP
2. Police Department Reorganization
3. Engineering Agreement for the bike trail project

*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**

**City of Huxley  
Huxley Police Department  
July 2018  
Monthly Report**

**July 2<sup>nd</sup> 2018 4:45 PM** Officer responded to a domestic altercation at the Heart of Iowa Trail near Railway. Two Huxley residents who live nearby were involved in a verbal altercation and both agreed that the altercation was only verbal and no further police help was needed.

**July 3<sup>rd</sup> 2018 2:45 AM** Officer was asked to check the welfare of a juvenile Huxley resident by a concerned caller. Contact was made with the juvenile who was transported to the Hospital for a possible drug overdose.

**July 5<sup>th</sup> 2018 8:25 AM** Officer responded to a verbal domestic at the 300 block of West 1<sup>st</sup> Street. The altercation was verbal and both parties agreed to remain separated for the time being. The female half elected to stay with a friend for the time being.

**July 9<sup>th</sup>, 2018 5:10 PM** Officer responded to a two vehicle accident on E 1<sup>st</sup> near Sandcherry. A vehicle operated by a Huxley woman was rear ended by a vehicle operated by a Villisca, IA man causing approximately \$2200 in damage. No injuries.

**July 9<sup>th</sup>, 2018 1:05 PM** Officer responded to an unattended death at the 500 block of Preston Dr. It was determined by medics and the Medical Examiner that the male had died of natural causes. The body was released to a funeral home.

**July 11<sup>th</sup>, 2018 11:39 AM** Officer responded to a theft complaint at the 200 block of Oak Blvd. \$60.00 in cash was taken from the victim's wallet while he was away from the apartment. No suspects.

**July 14<sup>th</sup>, 2018 5:35 PM** Officer stopped a vehicle for a traffic violation on Highway 69 near Campus Drive. The driver of the vehicle, a 29 year old Colo man, was suspended from driving. He was cited and released for Driving Under Suspension.

**July 15<sup>th</sup>, 2018 5:58 PM** Officer was asked to check the welfare on a Huxley resident at the 200 block of Oak Blvd. Contact was made and the resident was transported to the Hospital for treatment.

**July 16<sup>th</sup>, 2018 10:00 PM** Officer received a harassment complaint at the 600 block of Maple Drive. After investigation, a warrant was requested for the arrest of a 26 year old former Cambridge man for harassment 2<sup>nd</sup>.

**July 18<sup>th</sup>, 2018 7:17 PM** Officer responded to the 100 block of National Drive for an out of control teen. Officer was able to assist the parent with the juvenile who was transported to Rosedale in Ames on a parental placement.

July 20<sup>th</sup>, 2018 9:30 AM Officer responded to a Criminal Mischief complaint at the 400 block of Bella Vista Court. A window had been damaged by what appeared to be a BB from a gun. Unknown suspects.

July 23<sup>rd</sup>, 2018 7:15 PM Officer responded to a two vehicle accident at the 500 block of Larson. A vehicle operated by a Cambridge woman backed into a parked vehicle owned by a Cambridge man causing approximately \$1000 in damage. No injuries.

July 25<sup>th</sup>, 2018 1:00 AM Officer stopped a vehicle for a traffic violation on Highway 69 near Campus Drive. The driver of the vehicle, a 25 year old Ames man, was suspended from driving. He was cited and released with a court date for Driving Under Suspension.

July 26<sup>th</sup>, 2018 10:34 AM Officer received a call at Monsanto reporting damage to an electrical box. Surveillance footage showed a semi attempting to turn around using the building lot and hitting the box causing approximately \$4000 in damage.

July 27<sup>th</sup>, 2018 10:17 PM Officers responded to an altercation between neighbors at the 300 block of E 5<sup>th</sup> Street. Both neighbors agreed that the dispute was verbal and one of the tenants of the apartment elected to stay at a different residence for the night.

July 29<sup>th</sup>, 2018 4:29 PM Officer responded to a two vehicle accident on Highway 210 and Interstate 35. A vehicle operated by a Bettendorf, IA man was struck by a Waukee man causing approximately \$7000 in total damage. No injuries.

Huxley Officers had three arrests for the month. Two were for Driving Under Suspension, and one was for Harassment 2<sup>nd</sup>. Officers issued eleven citations for traffic violations and gave fifty four warnings. Officers received 124 calls for service and had a total of 324 contacts for the month. Officers used 250 hours toward investigations, answering calls for service, or providing assistance and gave 478.75 hours of general patrol.

During the month of July one Huxley Officer attended ALICE training which and will be able to teach faculty and students drills regarding school intruders. Two officers went to a training for Sex Assault Response. One officer was given special assignment at the Iowa Games bike time trials. And three officers were given a special assignment at the County Fair during the overnights.

Chief Gerry Stoll

Huxley

Monthly Aggregate	January	February	March	April	May	June	July	August	September	October	November	December	Yearly Aggregate
Arrests	2	6	9	5	2	3	3	0	0	0	0	0	30
Traffic Citations	11	7	23	21	15	19	11	0	0	0	0	0	107
Traffic Warnings	66	42	92	86	90	75	54	0	0	0	0	0	505
Parking Tickets	37	13	19	0	1	1	0	0	0	0	0	0	71
Alcohol-.02	0	0	0	0	0	0	0	0	0	0	0	0	0
Alcohol- Consumption	11	7	7	11	11	3	11	0	0	0	0	0	61
Alcohol-Open Container	0	0	0	0	0	0	0	0	0	0	0	0	0
Alcohol-Possession	0	0	2	0	0	0	0	0	0	0	0	0	2
Alcohol-Pub. Intox	0	0	1	0	0	2	1	0	0	0	0	0	4
Alcohol-OWI	1	0	1	2	1	3	1	0	0	0	0	0	9
Animal Call	7	11	9	10	18	11	14	0	0	0	0	0	80
Assaults	0	0	0	2	3	1	0	0	0	0	0	0	6
Assist Fire/Med/Co	28	33	26	33	34	37	33	0	0	0	0	0	224
Assist Motorist	14	13	22	12	19	5	8	0	0	0	0	0	93
Burglary	0	1	1	1	0	1	0	0	0	0	0	0	4
Child Abuse	0	0	0	0	2	0	0	0	0	0	0	0	2
Civil Dispute	4	2	1	5	0	4	5	0	0	0	0	0	21
Criminal Mischief	2	1	1	1	1	2	2	0	0	0	0	0	10
D, P & Q	1	2	3	2	3	5	16	0	0	0	0	0	32
Drug Paraphernalia	1	3	8	1	0	1	0	0	0	0	0	0	14
Disorderly Conduct	1	2	1	0	2	1	0	0	0	0	0	0	7
Domestic	6	3	2	6	2	4	4	1	0	0	0	0	28
Harassment	5	5	0	3	3	4	2	0	0	0	0	0	22
Info. Call	135	144	153	138	187	162	124	0	0	0	0	0	1043
Mental Patient	1	6	3	1	2	3	4	0	0	0	0	0	20
Missing Person	0	0	0	1	3	1	2	0	0	0	0	0	7
Sex Abuse	0	1	0	3	0	3	1	0	0	0	0	0	8
Susp/Rev/Barred Driver	0	0	0	0	1	0	1	0	0	0	0	0	2
Susp. Person	2	2	1	2	9	7	10	2	0	0	0	0	35
Susp. Vehicle	4	1	7	7	8	3	5	0	0	0	0	0	35
Traffic Call	6	16	20	13	11	12	2	0	0	0	0	0	80
Traffic Accident	3	3	6	5	4	2	4	0	0	0	0	0	27
Trespass	0	0	1	0	0	5	2	0	0	0	0	0	8
Theft	9	1	4	4	1	5	3	0	0	0	0	0	27
Unattended Death	0	0	0	0	0	0	1	0	0	0	0	0	1
	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Contacts</b>	357	325	423	375	433	385	324	3	0	0	0	0	2625
Investigations	10.5	21	27.75	21.5	10.5	16	7.75	0	0	0	0	0	115
On-Call	0	0	0	0	0	0	0	0	0	0	0	0	0
Office / Other	221	194.25	254.5	250.45	270	250	242.25	1	0	0	0	0	1683.45
Patrol / SRO	397.5	345.75	467.5	451.95	476.55	496.5	478.75	5.5	0	0	0	0	3120
	3.75	0	0	0	0	0	0	0	0	0	0	0	3.75
<b>Total Hours</b>	629	561.05	749.75	723.9	757.05	762.5	728.75	6.5	0	0	0	0	4918.5

# CONSENT AGENDA



## Huxley City Council Minutes

### Tuesday, July 24, 2018

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:** Roberts, Jensen, Kuhn, Mulder, Peterson - absent

**CITY STAFF PRESENT:** John Haldeman-City Administrator, Jolene Lettow-City Clerk, Gerry Stoll – Police Chief, Jeff Peterson – Public Works Director, Kevin Deaton – Asst. Fire Chief, Heather Denger – Interim Parks and Recreation Director

**CONSULTANTS PRESENT:** Forrest Aldrich - City Engineer, Matt Brick – City Attorney

**GUESTS PRESENT:** Todd & Amber Sommerfeld, Tony Hogan, Kathie Sommerfeld, Andrew Gogerty, Darren Geil, Rob & Penny Soat, Grant Boyko, Brenda Dryer, Kevin Brooks, Roger Wheeler, Adam & Jessica Crudele, Janet Stoll, Hannah & Logan McDermott, Jesse Stoll, Kirke Quinn

**CLOSED SESSION:** Motion – Roberts, Second – Mulder to hold a closed session pursuant to Iowa Code Section 21.5 Subsection C to discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation. Motion – Roberts, Second – Mulder to close session at 6:21pm. Roll Call: Jensen, Mulder, Kuhn, Roberts voted yes.

**PRESENTATION:** Steve Quick, asked council to remove restriction placed on phase three of Meadowlane development to not issue building permits until litigation regarding the retention pond had been resolved.

Todd Sommerfeld, Kreg Tool, announced to council that the company that has been in Huxley for over 25 years would be relocating to Ankeny. The company has outgrown its current property and needs to be closer to a denser population to achieve the company's workforce needs. In a parting good faith effort, the company offered the city \$500,000 that could go towards a city project that would be selected by a Kreg Tool task force along with 6.68 acres of land that Kreg Tool currently utilized as parking space. Kreg Tool also asked council to declare that they would not object to the company moving to another community. Motion – Jensen, Second – Roberts on Resolution No. 18-064 to Approve Letters of Non-Objection be sent to the City of Ankeny and the State of Iowa. Roll Call: Roberts, Mulder, Jensen voted yes; Kuhn voted no. Council will discuss offer of monies and land offer at future meeting.

#### CONSENT AGENDA:

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

- Approve July 10th, 2018 Council Meeting and Work Session Minutes
- Approve Financial Reports and Payment of Bills
- Approve Beer, Wine and Liquor Licenses, Cigarette Permit Renewals.
- Approve Street Closings for Prairiefest
- Approve Block Party Request

Roll Call: Kuhn, Jensen, Roberts, Mulder, Peterson voted yes. Motion carried.

Claims:

A TECH-TCI	7/1-9/30/18 ALARM MONITORING	105.00
AFLAC	AFLAC	4.00
AMES ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT AGREEMENT	30,000.00
ANKENY SANITATION	CENTENNIAL PARK	317.29
BAKER & TAYLOR ENTERTAINME	BOOKS	114.19
BRICK GENTRY P.C.	ATTORNEY FEES	62.50
BRUNS, RICH	POLICE TAHOE DOOR REPAIR	520.06
BUD'S AUTO REPAIR INC	VEHICLE SERVICE	61.64
CARDMEMBER SERVICE	SEE ATTACHED	5,314.39
CASEY'S GENERAL STORES INC	GASOLINE	1,389.70
CENTERPOINT LARGE PRINT	LARGE PRINT WESTERNS	42.54

CHITTY GARBAGE SERVICE INC  
 CONSUMERS ENERGY  
 D & K PRODUCTS  
 DB IOWA HOLDINGS  
 DELTA DENTAL PLAN OF IOWA  
 DEMCO  
 DOLLAR GENERAL-REGIONS 410  
 DORSEY & WHITNEY LLP  
 EBS  
 EDWARD JONES  
 ELECTRONIC ENGINEERING  
 EMERGENCY MEDICAL PRODUCTS  
 ENERGY DOCTOR  
 FIDELITY SECURITY LIFE  
 GALL'S, LLC  
 HACH COMPANY  
 HEARTLAND CO-OP  
 HOMES BY ADVANTAGE LLC  
 HUXLEY COMMUNICATIONS COOP  
 INTEGRATED PRINT SOLUTIONS  
 INTERNAL REVENUE SERVICE  
 INTOXIMETERS, INC.  
 IOWA DNR  
 IOWA DOT  
 IOWA ONE CALL  
 IOWA PRISON INDUSTRIES  
 IPERS  
 JEREMY J. ARENDS  
 KEYSTONE LABORATORIES  
 KRISTIN CLARK  
 LINCOLN FINANCIAL GROUP  
 MARCO, INC.  
 MASS MUTUAL RETIREMENT SER  
 MISCELLANEOUS VENDOR  
 MUNICIPAL SUPPLY  
 NAPA AUTO PARTS  
 NEW CENTURY FS INC  
 O'REILLY AUTOMOTIVE, INC.  
 OVERDRIVE, INC.  
 OXEN TECHNOLOGY  
 PLUMB SUPPLY COMPANY - AM  
 POSTMASTER  
 PREMIER OFFICE EQUIPMENT I  
 SAFE BUILDING COMPLIANCE &  
 STAR EQUIPMENT LTD.  
 STATE LIBRARY OF IOWA  
 SYNCB/AMAZON  
 TASC  
 TREASURER, STATE OF IOWA  
 U.S. BANK EQUIPMENT FINANC  
 VAN-WALL EQUIPMENT INC.  
 VEENSTRA & KIMM, INC.  
 VERIZON WIRELESS  
 VISA

FD GARBAGE PICKUP 42.80  
 GAS AND ELECTRIC 8,181.35  
 GRASS SEED 10.00  
 LEGAL PUBLICATIONS 431.10  
 DENTAL INSURANCE 1,539.66  
 BOOK COVERING & OFFICE SUPPLIE 788.64  
 PROGRAM AND OFFICE SUPPLIES 176.95  
 2017 IRON BRIDGE UR AREA 14,703.50  
 MEDICAL INSURANCE 14,704.56  
 IRA 250.00  
 THIRTY-TWO TOWER FEES FOR FD 2,505.60  
 ADJUSTABLE COLLAR 338.24  
 FINAL PAYMENT ON LIBRARY LIGHT 2,400.50  
 VISION INS 273.28  
 UNIFORM PANTS 70.00  
 SUPPLIES FOR WATER DEPT. 252.42  
 WEED SPRAY & TORDON 79.10  
 BUILDING PERMIT DEPOSIT REFUND 500.00  
 INVERTOR 100.00  
 MEN'S BBALL CHAMPION SHIRTS 160.00  
 FED WITHOLDING TAX 11,123.37  
 PBT MOUTHPIECES 95.00  
 ANNUAL WATER SUPPLY FEE 380.97  
 BOXES OF DISPOSABLE GLOVES 1,254.40  
 EMAIL LOCATES 75.60  
 LETTERS FOR DISC GOLF 10.40  
 IPERS 13,296.71  
 JUNE TREASURER'S REPORT 240.00  
 WATER SAMPLING TESTING 520.50  
 UKULELE PROGRAM 25.00  
 DISABILITY INSURANCE 994.37  
 PRINTER MAINTENANCE 403.40  
 DEFERRED COMPENSATION 750.00  
 HASBROUCK, JASON :US REFUND 218.42  
 BLUE MARKING PAINT, METER STUD 1,682.85  
 SYNTHETIC 31.15  
 UNLEADED FUEL 1,868.69  
 RADIATOR AND ANTIFREEZE 143.49  
 BRIDGES CONTENT 671.21  
 ONLINE MICROSOFT OFFICE 219.50  
 HOT WATER HEATER SENSOR 28.27  
 POSTMASTER 347.62  
 PRINTER CONTRACT 21.64  
 BUILDING INSPECTIONS 5,621.36  
 SEALING DISK AND SQUEEGEE 1,365.00  
 DATABASE SUBSCRIPTIONS 284.02  
 BOOKS & PROGRAM SUPPLIES 171.79  
 FLEX BENEFIT PLANS 574.96  
 STATE WITHOLDING 3,609.00  
 COPIER LEASE 99.00  
 PARTS FOR JOHN DEERE TRACTOR 177.90  
 BLUE SKY COMMONS-GENERAL 1,056.00  
 AMBULANCE CELL PHONES 572.30  
 SEE ATTACHED 55.00

001	GENERAL FUND	73,212.68
002	LIBRARY	7,663.40
003	RECREATION	5,362.18
004	FIRE AND RESCUE	3,478.76
014	AMBULANCE	4,717.89
110	AMBULANCE	10,474.73
600	WATER UTILITY	15,393.11
610	SEWER UTILITY	13,125.15
	PAYROLL	51,047.72
	GRAND TOTAL	184,475.62

Motion – Mulder, Second – Roberts on Resolution No. 18-066 to Appoint Gerry Stoll as the Next Police Chief for Huxley, Iowa. Swearing in of Officer Stoll was conducted by Mayor Henry. Roll Call: Jensen, Roberts, Kuhn, Mulder voted yes.

Councilman Roberts left at 7:18pm

Motion – Kuhn, Second – Jensen on Resolution No. 18-065 to Approve Gas Facilities Extension Agreement with Alliant Energy. City Administrator, John Haldeman, explained that gas utilities will extend into several lots not currently serviced in industrial park. Councilman Mulder asked if utility could not go further west to all lots. Agreement will be revised to include all lots not currently serviced with cost not to exceed \$20,000. Roll Call: Mulder, Jensen, Kuhn voted yes.

Motion – Kuhn, Second – Mulder to Approve Policy for Police Department Use of Narcan. Police Chief Stoll explained that drug is used to reverse the effects of an opioid overdose. 3 ayes, 0 nays. Motion carried.

Motion – Mulder, Second – Jensen to Table Resolution No. 18-067 to Approve Administrative Fees for Swimming Pool Permits. Council decided more discussion was needed before setting permit fees. Council will review permit fees and concerns with pool guidelines at August 14<sup>th</sup> meeting. Roll Call: Mulder, Jensen, Kuhn voted yes. Motion tabled.

#### Miscellaneous

Interim Parks and Recreation Director, Heather Denger, requested input from council regarding request from Youth and Shelter Services to use gymnasium for After School Program. Council directed Ms. Denger to research what other communities allow and costs.

Public Works Director, Jeff Peterson, reported that new tornado siren at Nord Kalsem park had been installed and all that was left to do was connect the electricity.

City Engineer, Forrest Aldrich, stated that construction of Villas at 315 development was underway.

City Administrator, John Haldeman, reported that Machine Shed mobile truck would be in town on July 26<sup>th</sup>. He met with Century 21 representative to discuss realtor agreement for vacant industrial park lots to be presented at August 14<sup>th</sup> council meeting.

City Clerk, Jolene Lettow, informed council that auditors would be conducting annual audit week of July 30<sup>th</sup>.

Councilman Jensen requested that the council receive breakdown of legal fees in each council packet.

Councilman Kuhn suggested council discuss Main Street project.

ADJOURNMENT: Motion – Kuhn, second – Jensen to adjourn meeting at 7:55pm. 3 ayes, 0 nays. Motion carried.

#### **WORK SESSION:**

*Mayor opened meeting at 8:00 pm.*

Steve Quick, Meadowlane developer, asked council for information regarding decision to place hold on issuance of building permits in development due to retention pond concerns.

City Administrator distributed spreadsheet listing capitol improvement projects for next five years.

Council asked for status of Huxley Development Corporation.

ADJOURNMENT: Motion – Mulder, second – Jensen to adjourn meeting at 8:20pm. 3 ayes, 0 nays. Motion carried.

Attest:

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Craig D. Henry, Mayor

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Jolene R. Lettow, City Clerk

**8-14-18 Council Claims**

	A	B	C
1	VENDOR NAME	DESCRIPTION	GROSS AMOUNT
2	ALLIANT ENERGY	GAS AND ELECTRIC	\$ 11,426.47
3	AMY'S SCHOOL OF DANCE	SUMMER READING PROGRAM	\$ 30.00
4	ANKENY SANITATION	CITY PROPERTY TRASH PICKUP	\$ 317.29
5	ANNA DEHAMER	BASKETBALL CAMP INSTRUCTOR	\$ 596.30
6	ARNOLD MOTOR SUPPLY	AUTO MAINT SUPPLIES	\$ 359.88
7	BAKER GROUP	MAINT AGREEMENTS	\$ 8,192.00
8	BOUND TREE MEDICAL	MEDICAL SUPPLIES	\$ 146.31
9	BROWN SUPPLY CO. INC.	LUG, GASKET, BOLTS, NUTS	\$ 313.64
10	CASEY'S GENERAL STORES INC	GASOLINE	\$ 1,329.79
11	CHRISTINA JENNINGS	REFUND/OVERCHARGE ACH	\$ 58.77
12	COMPASS MINERALS AMERICA	COARSE BULK SALT	\$ 3,359.56
13	CORE & MAIN LP	VALVE SETTER	\$ 75.00
14	DORSEY & WHITNEY LLP	URBAN RENEWAL AREA	\$ 18,500.00
15	ED M. FELD EQUIPMENT CO. I	BUNKER GEAR	\$ 625.55
16	ELECTRONIC ENGINEERING	SIREN	\$ 8,962.93
17	FJELLAND, MATT	YOUTH TENNIS INSTRUCTOR	\$ 412.05
18	GALL'S, LLC	UNIFORM PARTS	\$ 137.66
19	GREENLAND HOMES	BUILDING PERMIT DEP REFUNDS	\$ 1,000.00
20	HACH COMPANY	SENSOR CAP REPLACEMENT	\$ 239.40
21	HALVORSON TRANE	HEATING/COOLING SYSTEM REPAIR	\$ 708.00
22	HAWKINS, INC.	CHEMICALS FOR WATER PLANT	\$ 2,253.79
23	HEARTLAND CO-OP	CHEMICALS	\$ 136.00
24	HEATHER DINGER	FITNESS INSTRUCTOR	\$ 274.70
25	HOKEL MACHINE SUPPLY	CYLINDER RENTAL	\$ 742.12
26	HUXLEY COMMUNICATIONS COOP	PHONE, CABLE, INTERNET	\$ 1,726.37
27	INTERNAL REVENUE SERVICE	PAYROLL TAXES	\$ 12,424.86
28	INTERSTATE ALL BATTERY CEN	PAGER BATTERIES	\$ 54.00
29	INTERSTATE POWER & LIGHT	TWO LGHT POLES AT HUX DEV PRK	\$ 2,740.21
30	IOWA DNR	FY19 NPDES PERMIT FEE	\$ 210.00
31	IOWA DOT	SIGNS, POSTS, ETC. FOR PROJECT	\$ 1,729.64
32	IPERS	IPERS	\$ 6,846.22
33	JACQUE GLOEDE	POUCH & FLASHLIGHT HOLDER	\$ 39.20
34	KEMPKER'S TRUE VALUE AND R	SEE ATTACHED	\$ 466.51
35	KEYSTONE LABORATORIES	CHLORIDE & TKN TESTS	\$ 75.20
36	LOWE'S	DEHUMIDIFIER	\$ 160.55
37	MANATTS	CONCRETE FOR STORM SEWER	\$ 903.75
38	MARCO, INC.	ADMIN COPIER/PRINTER MAINT AGR	\$ 303.46
39	MARCO, INC.	COPIER/PRINTER MAINT AGREE	\$ 203.46
40	MASS MUTUAL RETIREMENT SER	DEFERRED COMPENSATION	\$ 375.00
41	MENARDS	SUPPLIES	\$ 172.30
42	METERING & TECHNOLOGY SOLU	METER, ERT, AND SPUDS	\$ 415.00
43	MISCELLANEOUS VENDOR	UTILITY DEPOSIT REFUNDS	\$ 393.33
44	MOODY ELECTRIC, INC.	TORNADO SIREN INSTALLATION	\$ 5,587.12
45	MUNICIPAL SUPPLY	SUPPLIES FOR WATER DEPT.	\$ 1,980.90

**8-14-18 Council Claims**

	A	B	C
46	NICKOLAY CONSULTING, LLC	JULY IT SUPPORT	\$ 105.00
47	O'REILLY AUTOMOTIVE, INC.	DRAIN COCK	\$ 2.62
48	OXEN TECHNOLOGY	OFFICE 365 AND MICROSOFT EXCHA	\$ 439.00
49	PAXXO (USA), INC.	LONGOPAC CASSETTE MAXI	\$ 145.47
50	PLAY AND PARK STRUCTURES	REPAIR BOUNCER AT CENT PARK	\$ 56.32
51	SAFE BUILDING COMPLIANCE &	BUILDING INSPECTIONS	\$ 3,368.84
52	SECRETARY OF STATE	NOTARY APPLICATIONS	\$ 60.00
53	SPRINGER PROFESSIONAL HOME	PEST CONTROL	\$ 84.00
54	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	\$ 579.50
55	STAR EQUIPMENT LTD.	TAR FOR CRACK SEALING	\$ 2,535.00
56	STORY COUNTY RECORDER	RECORDING FEES	\$ 144.00
57	STRYKER SALES CORPORATION	BATTERIES	\$ 994.30
58	TASC	FLEX BENEFIT PLANS	\$ 576.16
59	TASC - CLIENT INVOICES	SEPT ADMIN FEES	\$ 67.91
60	TONYA BECKER	FITNESS INSTRUCTOR	\$ 159.12
61	TREASURER, STATE OF IOWA	STATE WITHHOLDING	\$ 2,058.00
62	VEENSTRA & KIMM, INC.	ENGINEERING FEES	\$ 14,429.00
63	VERIZON WIRELESS	CITY ADMIN CELL PHONE	\$ 44.56
64	WINDSTREAM IOWA COMMUNICAT	DISPATCH PHONE	\$ 141.86
65	Payroll Expense		\$ 55,544.27
66	<b>GRAND TOTAL</b>		<b>\$ 178,539.22</b>
67		<b>FUND TOTALS</b>	
68	001 GENERAL FUND	\$ 76,194.64	
69	002 LIBRARY	\$ 3,478.33	
70	003 RECREATION	\$ 3,932.80	
71	004 FIRE AND RESCUE	\$ 2,554.69	
72	014 AMBULANCE	\$ 3,392.24	
73	110 ROAD USE TAX	\$ 13,106.03	
74	125 TIF	\$ 2,740.21	
75	600 WATER UTILITY	\$ 12,397.28	
76	610 SEWER UTILITY	\$ 5,198.73	
77	01 PAYROLL EXPENSE	\$ 55,544.27	
78	<b>GRAND TOTAL</b>	<b>\$ 178,539.22</b>	
79			
80	<b>TRUE VALUE BREAK DOWN</b>		
81	PD	patch and paint for detective office	\$ 156.20
82	Parks	connector, nuts, bolts,	\$ 8.69
83	Water	farm sprayer, trim line,	\$ 51.98
84	P & R	plates, wasp & hornet spray,	\$ 9.07
85	FD	batteries, simple green, weed killer,	\$ 61.45
		nuts, bolts, ring terminals, mending plate,	
86	Streets	super gel, torch kit, ball mount, hitch ball,	\$ 115.82
		landscape foam,	
87	Wastewater	pole tog switch, elbow, vent, nuts, bolts,	\$ 63.30
		taper reducer, clear silicone,	
88	<b>Total</b>		<b>\$ 466.51</b>

To: Huxley Mayor and City Council  
John Haldeman, City Administrator

From: Rog Wheeler, C21 SRE

RE: City Council Directive for C21 SRE to Market City Owned Property(s)

Please use this memo to provide direction to appropriate staff/council that might be able to sign real estate listing agreements. I have provided a packet of documents to City Administrator Haldeman that must be signed by a City representative before we are legally able to market properties.

Commission rate on listings will be 6%.

This includes lots in the Huxley Development Park: #5,6,7,8,9,10 & 11

This also includes the remaining Prairie View lot on Highway 69

Let me know if there is anything more that you might need from us. If not, CENTURY 21 SRE is ready to begin marketing those properties upon receipt of those signed documents.

Rog Wheeler

CENTURY 21 SRE

515-249-0107

## John Haldeman

---

**From:** Amy Beattie <Amy.Beattie@brickgentrylaw.com>  
**Sent:** Wednesday, August 1, 2018 1:54 PM  
**To:** John Haldeman  
**Subject:** Re:

Motion to direct City attorney to give Notice of Termination of Farm Tenancy in accordance with Iowa law for current verbal agreements with tenants and direct staff to negotiate new written leases on HDC property.

Amy S. Beattie  
Brick Gentry, P.C.  
6701 Westown Parkway, Suite 100  
West Des Moines, IA 50266  
Phone: 515-274-1450  
Fax: 515-274-1488

Confidentiality Notice: The information contained within this transmission (including all attached files) contains confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on or regarding the contents of this information is strictly prohibited. If you have received this correspondence in error, immediately notify the sender to secure its prompt return.

Circular 230 Disclaimer: To ensure compliance with Treasury Regulations governing written tax advice, please be advised that any tax advice included in this communication, including any attachments, is not intended, and cannot be used, for the purpose of (i) avoiding any federal tax penalty or (ii) promoting, marketing, or recommending any transaction or matter to another person.

> On Aug 1, 2018, at 12:58 PM, John Haldeman <jhaldeman@huxleyiowa.org> wrote:

>

> Hi Amy

>

> Do you want to put something together for Council on cancelling the leases.

>

> Thank you

>

> John

>

>

> John Haldeman

> City Administrator

> 515-597-2561

> Huxley, Iowa 50124

> www.huxleyiowa.org

>

# **COMMUNITY BETTERMENT**



Prepared by John Haldeman, City Administrator for the meeting of the City Council to be held on the  
24th day of July, 2018.

**RESOLUTION NO. 18-065**

**RESOLUTION APPROVING THE AGREEMENT FOR THE EXTENSION OF GAS  
FACILITIES IN THE HUXLEY BUSINESS PARK**

***BE IT RESOLVED, THEREFORE,*** that the City Council of Huxley, Iowa does hereby approve the attached agreement for extension of gas facilities in the Huxley Business Park Phase III.

***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 July, 2018.

Roll Call	Aye	Nay	Absent
David Jensen	___	___	___
Dave Kuhn	___	___	___
Greg Mulder	___	___	___
Rick Peterson	___	___	___
Tracey Roberts	___	___	___

**APPROVAL BY MAYOR**

I hereby approve the foregoing **Resolution No. 18-065** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this \_\_\_\_\_ day of July, 2018.

\_\_\_\_\_  
Craig D. Henry, Mayor

ATTEST:

\_\_\_\_\_  
Jolene Lettow, City Clerk

**RESOLUTION NO. 18-068**

**RESOLUTION APPROVING THE REVISED AGREEMENT FOR THE  
EXTENSION OF GAS FACILITIES IN THE HUXLEY BUSINESS PARK**

***BE IT RESOLVED, THEREFORE,*** that the City Council of Huxley, Iowa does hereby approve the attached revised agreement for extension of gas facilities in the Huxley Business Park Phase III.

***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 August, 2018.

Roll Call	Aye	Nay	Absent
David Jensen	___	___	___
Dave Kuhn	___	___	___
Greg Mulder	___	___	___
Rick Peterson	___	___	___
Tracey Roberts	___	___	___

**APPROVAL BY MAYOR**

I hereby approve the foregoing **Resolution No. 18-068** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this \_\_\_\_\_ day of August, 2018.

\_\_\_\_\_  
Craig D. Henry, Mayor

ATTEST:

\_\_\_\_\_  
Jolene Lettow, City Clerk

**ORDINANCE 484**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE  
CITY OF HUXLEY, IOWA, CHAPTER 166, SUBDIVISION  
REGULATIONS, TO REQUIRE SEPARATE EASEMENT  
AGREEMENTS AS PLAT REQUIREMENT**

Be It Ordained By The City Council Of The City Of Huxley, Iowa:

**Section 1.** The Code of Ordinances of the City of Huxley, Iowa, is hereby amended in Section 166.31(13), Final Plat Attachments, by deleting the stricken language and adding the underlined language as follows:

13. ~~Written easement document covering all easements as required in Section 166.11~~ A separate written easement document for each easement required in Section 166.11.

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

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

**PASSED, APPROVED AND ADOPTED by the Huxley City Council this \_\_\_\_ day of August, 2018.**

\_\_\_\_\_  
**Craig D. Henry, Mayor**

**Attest:**

\_\_\_\_\_  
**Jolene Lettow, City Clerk**

Record Of Vote of Ordinance No. 484

Publication Date: \_\_\_\_\_

**First Reading** \_\_\_\_\_ (Date)

Roll Call	Aye	Nay	Absent
Dave Jensen	_____	_____	_____
Dave Kuhn	_____	_____	_____
Greg Mulder	_____	_____	_____
Rick Peterson	_____	_____	_____
Tracey Roberts	_____	_____	_____

**Second Reading** \_\_\_\_\_ (Date)

Roll Call	Aye	Nay	Absent
Dave Jensen	_____	_____	_____
Dave Kuhn	_____	_____	_____
Greg Mulder	_____	_____	_____
Rick Peterson	_____	_____	_____
Tracey Roberts	_____	_____	_____

**Third Reading** \_\_\_\_\_ (Date)

Roll Call	Aye	Nay	Absent
Dave Jensen	_____	_____	_____
Dave Kuhn	_____	_____	_____
Greg Mulder	_____	_____	_____
Rick Peterson	_____	_____	_____
Tracey Roberts	_____	_____	_____

STATE OF IOWA  
COUNTY OF STORY  
CITY OF HUXLEY

SS:

I, the undersigned, City Clerk of the City of Huxley, Iowa, do hereby certify that the attached is a true, correct and complete copy of all the records of the City Council of the City relating to the adoption of an ordinance entitled "Ordinance No. 484 . An Ordinance Amending Chapter 165 of the Huxley Municipal Code of Iowa.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Published by posting on the \_\_\_\_ day of \_\_\_\_\_ 2018.

**ORDINANCE 486**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE  
CITY OF HUXLEY, IOWA, CHAPTER 160, SWIMMING POOL AND  
SPA CODE, REGARDING PERMITS**

Be It Ordained By The City Council Of The City Of Huxley, Iowa:

**Section 1.** The Code of Ordinances of the City of Huxley, Iowa, is hereby amended in 160.07, Section 105.5.3 Expiration, of the ISPSC, by adding the underlined language as follows:

Notwithstanding anything contained herein, a permit for an aboveground pool that is taken down and put up annually shall be required to obtain a permit for the first installation only.

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

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

**PASSED, APPROVED AND ADOPTED by the Huxley City Council this \_\_\_\_ day of August, 2018.**

\_\_\_\_\_  
**Craig D. Henry, Mayor**

**Attest:**

\_\_\_\_\_  
**Jolene Lettow, City Clerk**

Publication Date: \_\_\_\_\_

Record Of Vote of Ordinance No. \_\_\_\_\_

**First Reading** \_\_\_\_\_ (Date)

Roll Call	Aye	Nay	Absent
Dave Jensen	_____	_____	_____
Dave Kuhn	_____	_____	_____
Greg Mulder	_____	_____	_____
Rick Peterson	_____	_____	_____
Tracey Roberts	_____	_____	_____

**Second Reading** \_\_\_\_\_ (Date)

Roll Call	Aye	Nay	Absent
Dave Jensen	_____	_____	_____
Dave Kuhn	_____	_____	_____
Greg Mulder	_____	_____	_____
Rick Peterson	_____	_____	_____
Tracey Roberts	_____	_____	_____

**Third Reading** \_\_\_\_\_ (Date)

Roll Call	Aye	Nay	Absent
Dave Jensen	_____	_____	_____
Dave Kuhn	_____	_____	_____
Greg Mulder	_____	_____	_____
Rick Peterson	_____	_____	_____
Tracey Roberts	_____	_____	_____

STATE OF IOWA  
COUNTY OF STORY  
CITY OF HUXLEY

SS:

I, the undersigned, City Clerk of the City of Huxley, Iowa, do hereby certify that the attached is a true, correct and complete copy of all the records of the City Council of the City relating to the adoption of an ordinance entitled "Ordinance No. 486 . An Ordinance Amending Chapter 160 of the Huxley Municipal Code of Iowa.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Jolene Lettow, City Clerk



Prepared by John Haldeman, City Administrator, for the City Council meeting to be held on the  
14th day of August, 2018.

**RESOLUTION NO. 18-069**

**RESOLUTION APPROVING MEADOW LANE STORMWATER  
DETENTION POND PLAN AND A SCHEDULE FOR THE IMPLEMENTATION  
OF THE PLAN.**

This will be presented at the Council meeting on the 14<sup>th</sup> of August.

Roll Call	Aye	Nay	Absent
David Jensen	—	—	—
David Kuhn	—	—	—
Greg Mulder	—	—	—
Rick Peterson	—	—	—
Tracey Roberts	—	—	—

***PASSED, ADOPTED AND APPROVED*** this   14  th day of August, 2018

**APPROVAL BY MAYOR**

I hereby approve the foregoing **Resolution No. 18-069** by affixing below my official signature as  
Mayor of the City of Huxley, Iowa, this   14  th day of August, 2018.

\_\_\_\_\_  
Craig D. Henry, Mayor

ATTEST:

\_\_\_\_\_  
Jolene Lettow, City Clerk

MEADOW LANE L.C., P.O. BOX 396, HUXLEY, IA 50124



### Sheet List Table

WORKSHEET NUMBER	SHEET TITLE
01	COVER SHEET
02	PRODUCTION, DRAWING & UTILITIES

## CONTACTS

[illegible]

## GENERAL NOTES

CONSTRUCTION;  
CITY OF ALBANY, NEW YORK

- [illegible]

## GRADING NOTES

1. 519P1030L FROM ALL AREAS WHICH ARE TO RECEIVE 519P1030L FILL
2. ALL AREAS TO RECEIVE FILL TO BE DEMARDED.

- [illegible]

### STORM SEWER NOTES

1. FOOTING DRAIN COLLECTOR PIPES ARE TO BE SDR 35 PVC
2. SUMP PUMP SERVICES ARE TO BE PVC SCHEDULE 40.

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### GENERAL LEGEND

- [illegible]

## BENCHMARK

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ELEVATION = 1023.57



**CERTIFICATION**

I HONESTLY BELIEVE THAT THE DISTRICTS SOUGHT  
WAS PROVIDED BY HIS OFFICER IN CHARGE FOR PROPER  
SUPERVISION AND THAT I AM A FULLY LICENSED  
PROFESSIONAL ENGINEER UNDER THE LAWS OF THE  
STATE OF IOWA.

MEADOWLANE OUTLET  
HUXLEY, IOWA

COVER SHEET

DATE:	August 08, 2018	REVISIONS	COMMENTS
		1	
		2	
		3	
DATE OF SURVEY:		4	
DESIGNED BY:	SJD	5	



**Civil Engineering Consultants, Inc.**  
2400 86th Street, Unit 12, Des Moines, Iowa 50322  
515.276.4884, Fax 515.276.7064, mail@ceclac.com



# **PUBLIC SAFETY**

August 9<sup>th</sup>, 2018

Mayor Henry and the Huxley City Council  
Administrator Haldeman

RE: Open Police Officer Position

Since the Chief position was filled by me on July 24<sup>th</sup> that opened a vacant Police Officer position that needs to be filled. At this time, I am respectfully asking the City Council for its consideration and action to approve the posting to fill the vacant Police Officer position.

If you should have any questions, please feel free to contact me at [gstoll@huxleyiowa.org](mailto:gstoll@huxleyiowa.org) or call me cell at 515-231-4724.

Thank you,  
Gerry Stoll  
Huxley Police Chief

**RESOLUTION NO. 18-070**

**RESOLUTION APPROVING THE ATTACHED 28 E FOR ALL LAW ENFORCEMENT AGENCIES IN STORY COUNTY WITH ISU.**

**WHEREAS**, the City Council of the City of Huxley, Iowa at their August 14, 2018 meeting was presented with a copy of a 28E Agreement for all law enforcement agencies in Story County with Iowa State University for special events.

**BE IT RESOLVED, THEREFORE**, that the City Council of Huxley, Iowa does hereby approve the said polices, which is attached, and authorizes the Mayor to sign.

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

Roll Call	Aye	Nay	Absent
David Jensen	—	—	—
David Kuhn	—	—	—
Greg Mulder	—	—	—
Rick Peterson	—	—	—
Tracey Roberts	—	—	—

**PASSED, ADOPTED AND APPROVED** this 14th day of August, 2018

**APPROVAL BY MAYOR**

I hereby approve the foregoing **Resolution No. 18-070** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 14th day of August, 2018.

\_\_\_\_\_  
Craig D. Henry, Mayor

ATTEST:

\_\_\_\_\_  
Jolene Lettow, City Clerk

August 9<sup>th</sup>, 2018

Mayor Henry and City Council Members  
Administrator Haldeman

RE: ISU Football Games 28E Agreement

In the fall of 2017, ISUPD Chief Newton spoke to former Huxley Police Chief Pote about hiring our Police Officers to help work ISU Football games. The Police Officers would be assigned to a full time ISUPD Police Officer to assist enforcement in the stadium and in the stadium parking lots.

Chief Pote presented the special assignment opportunity to the City Council. The City Council stated they would approve the special assignment if there was a 28E agreement made between the ISUPD and the HPD. This was not accomplished until after the ISU Football season.

On 8-1-18, ISUPD Police Chief Newton requested assistance from the Huxley Police Department to assist the ISUPD with home ISU football games. At this time, I respectfully ask the City Council for its consideration and action to approve the 28E agreement and allow the Huxley Police Officers to assist the ISUPD during home ISU football games.

If you should have any questions, please feel free to contact me at [gstoll@huxleyiowa.org](mailto:gstoll@huxleyiowa.org) or call my cell at 515-231-4724.

Thank you,  
Gerry Stoll  
Huxley Police Chief



Paul D. Pate  
Secretary of State  
State of Iowa

## 28E Agreement

FOR OFFICE USE ONLY:

FILED

M510826

5/17/2018 12:17:33 PM

**PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM**

Item 1. The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	Story County	County	Story
Party 2	City of Nevada	City	Story
Party 3	City of Ames	City	Story
Party 4	City of Story City	City	Story
Party 5	City of Huxley	City	Story

\*Enter "Other" if  
not in Iowa

Item 2. The type of Public Service included in this agreement is: 110 Police Protection  
(Enter only one Service Code and Description) Code Number Service Description

Item 3. The purpose of this agreement is: (please be specific)  
Permit the Parties to share personnel for the purpose of combined routine patrol, investigations, and any other law enforcement related activities as the Parties deem appropriate.

Item 4. The duration of this agreement is: (check one) ☒ Agreement Expires 2/28/2028 ☐ Indefinite Duration  
[mm/dd/yyyy]

Item 5. Does this agreement amend or renew an existing agreement? (check one)

☒ NO

☐ YES Filing # of the agreement: \_\_\_\_\_

(Use the filing number of the most recent version filed for this agreement)  
The filing number of the agreement may be found by searching the 28E database at: <http://sos.iowa.gov/28e>.

Item 6. Attach two copies of the agreement to this form if not filing online.

Item 7. The primary contact for further information regarding this agreement is: (optional)

LAST Name Wright

FIRST Name Kerin

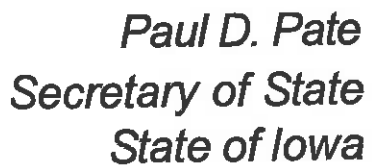
Title City Clerk

Department City Clerk

Email kwright@cityofnevadaiaowa.org

Phone 5153825466





**FOR OFFICE USE ONLY:**

5/17/2018 12:17:33 PM

\*Enter "Other" if  
not in Iowa

## INTERGOVERNMENTAL 28E AGREEMENT FOR COMBINED LAW ENFORCEMENT OPERATIONS

THIS AGREEMENT, made by and among the County of Story, Iowa, the City of Ames, Iowa, the City of Nevada, Iowa, the City of Story City, Iowa, the City of Huxley, Iowa, Story County Conservation, and Iowa State University of Science and Technology, with their respective law enforcement agencies, the Story County Sheriff's Office, the Ames Police Department (hereinafter "Ames PD"), the Nevada Public Safety Department (hereinafter "Nevada PD"), the Story City Police Department (hereinafter "Story City PD"), the Huxley Police Department (hereinafter "Huxley PD"), Story County Conservation Public Safety (hereinafter "Story County PS"), and the Iowa State University of Science and Technology Department of Public Safety (hereinafter "ISU DPS"), (hereinafter collectively "the Parties"), is entered into to permit combined law enforcement activities within their boundaries pursuant to Chapter 28E of the Iowa Code, providing as follows:

### I. PURPOSE

WHEREAS, this Agreement does not contemplate and shall not be construed to limit or expand the powers of the participating entities, except as expressly stated in this Agreement;

WHEREAS, the undersigned entities provide law enforcement services to their respective constituents; and

WHEREAS, the Parties recognize that in certain situations, the use of law enforcement officers and other law enforcement employees to perform law enforcement duties outside of the territorial limits of the political subdivision or institution where such officers are legally employed may be desirable and necessary to preserve and protect the health, safety, and welfare of the public; and

WHEREAS, the Parties recognize that there are certain types of criminal activities or trends that are a local, regional, state, and/or national problem involving violations of laws that cross political jurisdictional lines and that law enforcement officers from the jurisdictions listed in this Agreement may be called to render assistance to officers and/or become independently involved in law enforcement activities outside of their respective political subdivision or institution. The parties further recognize that there are certain prearranged law enforcement tasks that may be planned which will involve participation of law enforcement officers from all Parties and that these tasks may take place outside of their respective subdivision or institution; and

WHEREAS, the Parties recognize that there are certain criminal activities or investigative tasks that the officers identified in this Agreement may become independently involved in outside of their jurisdiction without participation of any officers of the jurisdiction where those activities are taking place.

IT IS, THEREFORE, the purpose of this Agreement to permit the Parties, through their respective law enforcement agencies, to share personnel for the purpose of combined routine patrol, investigations, and any other law enforcement related activities as the Parties deem appropriate.

## II. NATURE OF AGREEMENT

This Agreement is made pursuant to Chapter 28E, Code of Iowa. This Agreement is to permit joint law enforcement activities by the Parties. No separate legal entity is established by this Agreement. Each Party shall independently finance and budget for its activities under this Agreement. No real or personal property will be purchased, held or disposed of in the performance of this Agreement.

## III. MUTUAL AID

Mutual aid means a voluntary exchange of services, personnel, and/or equipment among the Parties.

Mutual aid may be provided between and among the Parties during a natural disaster, public disorder, State emergency, other emergency, or routine police work when it would best serve the interests of the Parties and public within the respective jurisdictions.

All law enforcement personnel employed by each party shall have authority to render mutual aid at the request of personnel from another party's law enforcement agency unless such authority is revoked or restricted by a commanding officer of either agency. Such revocation or restriction may be made at any time, but not without first notifying the requesting party. A request for aid may be made through commanding officers, through law enforcement dispatchers or directly from one officer to another. In any case where mutual aid is rendered, every officer involved shall report the extent of aid rendered to their respective commanding officers.

## IV. AUTHORITY OF PARTICIPATING OFFICERS

The officers designated pursuant to this Agreement shall have full powers as peace officers when participating in the law enforcement activities identified in this Agreement anywhere in the jurisdictions of the participating agencies. However, they shall have no greater authority than they have when in their employing jurisdiction or institution.

The Police Chief of the City of Ames, the Sheriff of Story County, the Police Chief of Nevada, the Police Chief of Story City, the Police Chief of Huxley, the Director of Public Safety for Story County Conservation, and the Assistant Vice President/Chief of Police for the Department of Public Safety at Iowa State University, or any officer commanding in their absence, shall retain full command of and authority over officers employed by their respective agencies at all times, even while in the process of rendering mutual aid, unless specific orders to the contrary are issued by the officer's commander. A delegation of command authority to another agency shall not relieve the delegating Party from its obligations to hold harmless and indemnify the other Parties to this Agreement as set forth below.

## V. COMPENSATION

It shall be the responsibility of each party to this agreement to provide compensation to its own personnel and to provide appropriate insurance for its personnel who may suffer injury, disability, or death in the performance of official duties while assisting the other party under the

terms of this Agreement. No participating law enforcement agency shall be required to compensate officers of another agency.

Each party to this Agreement shall be responsible for the issuance of, repairs, and maintenance on its own vehicles and other equipment.

## VI. LIABILITY

Employees or volunteers of any party acting pursuant to this Agreement shall be considered as acting under the lawful orders and instructions pertaining to their employment or volunteer status with such party. Under no circumstances are employees or volunteers of one party to be considered employees or volunteers of the other party.

Each party waives all claims against the other for compensation for any property loss or damage and/or personal injury or death to its personnel as consequence of the performance of this Agreement unless such loss, damage, injury, or death arises from the negligent or willful misconduct of a party. Each party shall bear the liability and/or costs of damage to its equipment and facilities, and the compensation of its employees or volunteers, including injury and death of its personnel, occurring as a consequence of the performance of this Agreement, whether the damages, costs, injury, or death occurs at an emergency in the party's own jurisdiction or in the jurisdiction of the other party unless such damages, injury, liability, or death arises from the negligent or willful misconduct of a party. Nothing in this Agreement is intended nor does it waive any right to seek federal or other assistance provided for disaster relief.

A party shall hold harmless and indemnify the other parties from any liability to third parties arising out of its negligent or willful misconduct, or arising from the execution of a specific command or order pursuant to this Agreement. Nothing in this Agreement shall prevent or limit any party to this Agreement from recovering or attempting to recover costs of services rendered to a third party where such recovery of costs is provided for by law.

The Parties to this Agreement do not waive any defenses, immunities, or other limitations applicable to a respective party and nothing herein shall be so construed. Each party to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to asserting defenses of immunities available under applicable law.

This article shall survive the termination of this Agreement where necessary to protect each party to this Agreement.

## VII. RULES AND REGULATIONS

The commanding officers of the participating law enforcement agencies are authorized to establish the operational rules and regulations for the law enforcement officers' conduct pursuant to this Agreement, covering such matters as administrative duties and command responsibility for the personnel and equipment involved.

Unless otherwise agreed by the respective parties to a specific case, the party requesting mutual aid shall be responsible for original case preparation and filing criminal charges, if any. In cases where this agreement is invoked to address potential or perceived conflict of interest, the party leading the investigation will be responsible for case preparation and filing of criminal charges. The secondary party shall provide supplementary reports as needed. Both parties shall maintain their respective copies of criminal reports generated by a mutual aid request.

A sworn officer making an arrest shall be responsible for maintaining custody and writing reports generating from the arrest. If the arrest is based on officer observation or investigation, that officer must file the appropriate criminal charge(s) (citation of complaint) with the appropriate courts.

Officers responding outside of their jurisdiction will notify the agency whose jurisdiction they are entering as soon as possible of the criminal activity.

#### VIII. TERM

The term of this Agreement shall commence when approved by the governing body of each law enforcement agency and signed by the representative of each governing body and continue until terminated as provided herein. The term of this Agreement shall end on February 28, 2028, unless previously terminated as provided herein.

This Agreement may be terminated at any time by the mutual agreement of all parties or by the political entity authorizing this agreement by furnishing written notice to the other agencies of the termination. All Parties to this Agreement must provide 90 days notice prior to terminating participation in this Agreement. This Agreement would remain in effect as to the non-terminating agencies, and an amendment to the Agreement made and filed. .

#### IX. AMENDMENTS

This Agreement represents the entire agreement of the parties. This Agreement is not intended to supersede any prior agreements between participating agencies or prevent any of the Parties from adopting other agreements relating to cooperative law enforcement activities. Any amendments must be in writing, approved by the governing bodies of all Parties, and executed by the authorized representatives of all Parties. All executions, terminations, and amendments of this Agreement will be filed in the office of the Iowa Secretary of State, in accordance with Chapter 28E.8 of the Code of Iowa.

#### X. VALIDITY

In the event any part or paragraph of this Agreement is declared void as being contrary to Iowa law, the remaining portions of the Agreement that are valid shall continue in full force and effect.

#### XI. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (excluding conflict of laws rules), and applicable federal law.

## **XII. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

## **XIII. AUTHORITY**

Each party to this Agreement represents and warrants to the other that it has the right, power and authority to enter into and perform its obligations under this Agreement; and that it has taken all requisite actions necessary to approve the execution, delivery and performance of this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates given below.

# **HUXLEY POLICE DEPARTMENT**

## **OFF-DUTY EMPLOYMENT POLICY**

### **I. PURPOSE**

The purpose of this policy is to set forth guidelines for off-duty public-safety employment by officers of the Huxley Police Department.

### **II. POLICY**

The policy of this agency is to provide guidelines to law enforcement employees to inform them of the types of off-duty public-safety employment that are appropriate, and to establish procedures to maintain accountability for the welfare of the agency. This policy is essential for the efficient operation of the agency and for the protection of officers, the agency, and the community. Whether working public-safety off-duty at a special event or on a regular basis for an outside entity, an officer's primary obligation is to enforce federal and state laws, the City of Huxley Ordinances, and to abide by the rules, regulations, and procedures of the Huxley Police Department.

### **III. APPROVAL**

In order to be eligible for off-duty public-safety employment:

A. Officers must be in good standing with the agency.

B. Officers must request permission from the Chief of Police in writing, stating the work hours and duties of such employment. Such requests must be approved prior to the commencement of any employment. Any change in previously approved off-duty employment requires permission from the Chief of Police.

C. Off-duty employment must be scheduled in a manner that does not conflict or interfere with the Officer's performance of duty.

### **IV. REGULATIONS**

A. Officers engaging in off-duty public-safety employment shall conduct themselves according to state law, and to the rules, regulations and procedures of the Huxley Police Department.

B. All officers will utilize their department issued radio to notify the Huxley Police Department prior to starting any off-duty employment and at the conclusion of any off-duty employment. No land line, cellular telephone, or other conveyance other than radio communication should be used.

C. The following regulations apply to off-duty employment:

1. The seasonal uniform dictated for duty wear by the Huxley Police Department shall be the standard uniform worn; however, Officers may request to wear an alternate uniform





or plain clothes. Such request will be considered on an individual basis. All grooming and appearance standards must be met regardless of the officer's regular duty assignment. Additionally, officers wearing plainclothes must be in compliance with all applicable equipment and firearm standards detailed in the department's rules and regulations.

2. An officer engaged in off-duty employment is subject to callout in case of emergency, and may be expected to leave off-duty employment in such situations. An officer working off-duty employment shall respond to any life-threatening emergency of which they become aware.

## **V. RESTRICTIONS**

Officers shall not engage in any off-duty employment whereby the nature of such employment would create a conflict of interest, interfere with the performance of official duties, involve the participation either directly or indirectly in any labor dispute, jeopardize in any manner the impartial position of the Huxley Police Department or involve the officer in any violation of any procedures, ordinances, or state law.

## **VI. RATE OF PAY**

A. Officers may work a special event or engage in regularly-scheduled off-duty employment where an outside entity has a contract agreement with the City of Huxley for such employment. It will be at the Police Chief's discretion to determine if it is Standard or Special Event work.

B. Standard Off-Duty Work. Full-time officers will receive their standard overtime rate of pay and for Reserve / part-time officers will receive an overtime rate equivalent to the lowest overtime rate of pay of the full-time officers and or not less than a regularly hourly rate of \$20 / hr which would be an OT rate of \$30 / hr. Such off-duty work and the outside entity will be billed by the City at a rate of \$40.00 per hour.

C. Special Event Off-Duty Work. Full-time officers will receive their standard overtime rate of pay for the off-duty work. Reserve and part-time officers will receive an overtime rate equivalent to the lowest overtime rate of pay of the full-time officers and or not less than a regularly hourly rate of \$20 / hr which would be an OT rate of \$30 / hr. The outside entity will be billed by the City at a rate of \$60.00 per hour.

## **VII. NOTIFICATION PROCEDURES**

All employees using their police powers while performing off-duty employment must advise communications by radio on an approved channel of their start and end time as well as the name and address of the location being worked.

## **VII. REVOCATION**

Permission for an officer or officers to engage in off-duty employment may be revoked at any time and for any reason by the Chief of Police.



**RESOLUTION NO. 18-071**

**RESOLUTION APPROVING LOCATIONS FOR STOP SIGNS AT  
BALLARD MIDDLE SCHOOL AND NORTH FIFTH AVENUE.**

**WHEREAS**, Huxley Municipal Code Section 61.01 provides that any new traffic controls in the City after February, 2005, shall be established by resolution of the council; and

**WHEREAS**, the Police Chief reviewed the request from Ballard Middle School; and

**WHEREAS**, school is nearing its opening date Chief Stoll is forwarding his recommendation onto the City Council for their consideration.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City of Huxley, Iowa, that the attached Chief's recommendation is being submitted and are being recommended for approval.

**FURTHERMORE**, this resolution declares null and void any sections of previously approved salary resolutions in conflict with sections of this resolution.

Roll Call	Aye	Nay	Absent
David Jensen	_____	_____	_____
David Kuhn	_____	_____	_____
Greg Mulder	_____	_____	_____
Rick Peterson	_____	_____	_____
Tracey Roberts	_____	_____	_____

**PASSED, ADOPTED AND APPROVED** this 14th day of August, 2018

**APPROVAL BY MAYOR**

I hereby approve the foregoing **Resolution No. 18-071** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 14th day of August, 2018.

\_\_\_\_\_  
Craig D. Henry, Mayor

ATTEST:

\_\_\_\_\_  
Jolene Lettow, City Clerk

August 4<sup>th</sup>, 2018

Mayor Henry  
City Council Member  
City Administrator Haldeman

RE: 3-Way Stop at N 5<sup>th</sup> Ave and Ballard Middle School

On Friday August 3<sup>rd</sup>, 2018, I met with Ballard Superintendent Ottie Maxey and Ballard Transportation Director Marcy Nessa. We discussed trying to control traffic flow at the intersection of N 5<sup>th</sup> Ave and Ballard Middle School west entrance.

During the school year approximately 15 Ballard Buses converge on the westside of the Ballard Middle School at 509 N Main Ave to transfer students from one bus to another. The buses enter and exit the west entrance of the Ballard Middle School off N 5<sup>th</sup> Ave. Parents and students also use the same entrance to drop off students. This occurs Monday through Friday between 0700-hrs to 0800-hrs and again at 1500-hrs to 1545-hrs. The entrance is also used for after school events such as football games, softball games, track meets, and so on the west entrance is also used for school buses and vehicle.

Entering and exiting the west entrance on to N 5<sup>th</sup> Ave came be quite challenge and causes school bus delays due to free-flowing traffic on N 5<sup>th</sup> Ave. We have had vehicle and school bus accidents at this intersection due to the heavy free flowing traffic.

I am proposing we make the a 3-way stop at the entrance. This will regulate the traffic in more of a safer condition using the entrance. This will also help slow down vehicles on N 5<sup>th</sup> Ave since it is constant problem throughout the year. The 3-way stop could cause a little traffic congestion during the morning, but I believe the safety factor out weighs it.

If you should have any questions, please feel free to contact me at [gstoll@huxleyiowa.org](mailto:gstoll@huxleyiowa.org) or call my cell at 515-231-4724.

Thank you,  
Gerry Stoll  
Huxley Police Chief

**RESOLUTION NO. 18-072**

**RESOLUTION ORDERING THE PLACEMENT OF STREET LIGHTS WITHIN  
THE KADING DEVELOPMENT IN THE CITY OF HUXLEY**

*WHEREAS*, the developer for Kading Development has submitted a request for Street Lights to be installed in the above named subdivision.

*NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HUXLEY, IOWA*, that this resolution is approved, approving the request for street lights in the Kading Development. Also, the City Clerk shall notify the appropriate utility service to install the lights at the approved locations.

*FURTHERMORE*, this resolution declares null and void any sections of previously approved salary resolutions in conflict with sections of this resolution.

Roll Call	Aye	Nay	Absent
David Jensen	___	___	___
David Kuhn	___	___	___
Greg Mulder	___	___	___
Rick Peterson	___	___	___
Tracey Roberts	___	___	___

***PASSED, ADOPTED AND APPROVED*** this     th day of August, 2018

**APPROVAL BY MAYOR**

I hereby approve the foregoing **Resolution No. 18-072** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this     th day of August, 2018.

\_\_\_\_\_  
Craig D. Henry, Mayor

ATTEST:

\_\_\_\_\_  
Jolene Lettow, City Clerk



## STREET LIGHTING RESOLUTION

The following Resolution \_\_\_\_\_ was adopted by the City Council of the City of \_\_\_\_\_ at a meeting held on \_\_\_\_\_, 20\_\_\_\_\_.

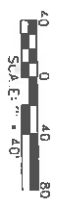
Be it resolved by the City Council of the City of \_\_\_\_\_, that Alliant Energy Inc. is hereby directed to make the following changes to the existing system, at the locations described below (or shown on an attached map made a part of this Resolution) according to the terms expressed in the existing street light contract:

NEW INSTALLATION OR CHANGES IN EXISTING SYSTEM					
ADD NUMBER	DELETE NUMBER	WATTAGE	STYLE OF LUMINAIRE	TYPE AND HEIGHT OF POLE	WIRING (check one)
1. _____	_____	_____	_____	_____	<input type="checkbox"/> OH <input type="checkbox"/> UG
2. _____	_____	_____	_____	_____	<input type="checkbox"/> OH <input type="checkbox"/> UG
3. _____	_____	_____	_____	_____	<input type="checkbox"/> OH <input type="checkbox"/> UG

LOCATION OF NEW INSTALLATION OR CHANGES	
1. _____	_____
2. _____	_____
3. _____	_____

Mayor \_\_\_\_\_  
declared said Resolution duly passed and adopted the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_.

Attest \_\_\_\_\_  
Title \_\_\_\_\_

[illegible]

BRISQIN READY DATE	12-28-14
DATE PLOPPED	07-03-16
PREDICAMENT FIELD	08-06-00
WORK COMPLETED	
FIELD WORK IN	2013-01

Job No.  
17024

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# FINANCE



Prepared by John Haldeman, City Administrator for the City of Huxley, Iowa on the 24th day of July, 2018.

**RESOLUTION NO. 18-067**

**RESOLUTION AMENDING FEE STRUCTURE FOR THE CITY OF HUXLEY**

**BE IT RESOLVED, THEREFORE,** the City Council of Huxley, Iowa approves the following fees for processing permits for pools;

Pool Value	Fee
\$700-\$25,000	\$50.00
\$25,000 +	\$100.00

***PASSED, ADOPTED AND APPROVED*** this \_\_\_\_ day of July, 2018.

Roll Call	Aye	Nay	Absent
David Jensen	___	___	___
David Kuhn	___	___	___
Greg Mulder	___	___	___
Rick Peterson	___	___	___
Tracey Roberts	___	___	___

**APPROVAL BY MAYOR**

I hereby approve the foregoing **Resolution No. 18-067** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this \_\_\_\_\_ day of July, 2018.

\_\_\_\_\_  
Craig D. Henry, Mayor

ATTEST:

\_\_\_\_\_  
Jolene Lettow, City Clerk

**RESOLUTION NO. 18-073**

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

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

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

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

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

**Authorized Depositors:**

Jolene Lettow  
Lisa Wheeler  
John Haldeman

Gerry Stoll  
Amy Kaplan  
Craig Henry

David Kuhn  
Heather Denger

**Authorized Depositories:**

**SOUTH STORY BANK AND TRUST – HUXLEY**

Maximum balance in effect under prior resolution	\$ 4,000,000.00
Maximum balance in effect under this resolution	\$ 10,000,000.00

**FIDELITY BANK – HUXLEY**

Maximum balance in effect under prior resolution	\$ 4,000,000.00
Maximum balance in effect under this resolution	\$ 10,000,000.00

**VISION BANK - HUXLEY**

Maximum balance in effect under prior resolution	\$ 4,000,000.00
Maximum balance in effect under this resolution	\$ 10,000,000.00

***BANKERS TRUST — DES MOINES***

Maximum balance in effect under prior resolution	\$ 4,000,000.00
Maximum balance in effect under this resolution	\$ 10,000,000.00

***AMES CITY EMPLOYEES CREDIT UNION - AMES***

Maximum balance in effect under prior resolution	\$ 5,000.00
Maximum balance in effect under this resolution	\$ 5,000.00

***SECTION 2.*** This resolution declares null and void any sections of previously approved salary resolutions in conflict with sections of this resolution.

<b>Roll Call</b>	<b>Aye</b>	<b>Nay</b>	<b>Absent</b>
David Jensen	_____	_____	_____
David Kuhn	_____	_____	_____
Greg Mulder	_____	_____	_____
Rick Peterson	_____	_____	_____
Tracey Roberts	_____	_____	_____

***PASSED, ADOPTED AND APPROVED*** this     th day of August, 2018

**APPROVAL BY MAYOR**

I hereby approve the foregoing **Resolution No. 18-073** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this     th day of August, 2018.

\_\_\_\_\_  
Craig D. Henry, Mayor

ATTEST:

\_\_\_\_\_  
Jolene Lettow, City Clerk

# **LEISURE ACTIVITIES**

**RESOLUTION NO. 18-074**

**A RESOLUTION APPOINTING HEATHER DENGEL AS INTERIM PARKS  
AND RECREATION DIRECTOR**

**WHEREAS**, the City of Huxley, Iowa, Parks and Recreation Director left his position on July 20, 2018; and

**WHEREAS**, Heather Dengel was then appointed Interim Parks and Recreation Director; and

**WHEREAS**, now it is the recommendation of the City Administrator that Heather Dengel be appointed the Parks and Recreation Director.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Huxley, Iowa, that Heather Dengel be appointed as Parks and Recreation Director.

**BE IT FURTHER RESOLVED**, that Heather Dengel as Parks and Recreation Director be paid \_\_\_\_\_ wage during probation and \_\_\_\_\_ when successfully completing her probationary period and receiving all eligible benefits.

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

Roll Call	Aye	Nay	Absent
David Jensen	_____	_____	_____
David Kuhn	_____	_____	_____
Greg Mulder	_____	_____	_____
Rick Peterson	_____	_____	_____
Tracey Roberts	_____	_____	_____

***PASSED, ADOPTED AND APPROVED*** this   14  th day of August, 2018

**APPROVAL BY MAYOR**

I hereby approve the foregoing **Resolution No. 18-074** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this   14  th day of August, 2018.

\_\_\_\_\_  
Craig D. Henry, Mayor

ATTEST:

\_\_\_\_\_  
Jolene Lettow, City Clerk

## John Haldeman

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**From:** Craig & Jeannie R. Henry <henry@huxcomm.net>  
**Sent:** Monday, August 6, 2018 7:01 AM  
**To:** John Haldeman  
**Subject:** FW: First Nation / Farmer Climate Unity March 9/1-8 in Huxley  
**Attachments:** Copy of September 2018 March Flyer.pdf; Roadshow Boone Flier.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Red category

FYI

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**From:** Sarah Spain [mailto:sarah@climatemarch.org]  
**Sent:** Friday, August 03, 2018 9:35 PM  
**To:** Craig & Jeannie R. Henry  
**Subject:** First Nation / Farmer Climate Unity March 9/1-8 in Huxley

Dear Mayor Craig D. Henry and City of Huxley IA,

Thank you for accommodating our march stopping in Huxley overnight on Sunday, September 2. We plan to camp at Memorial Park, and have a community forum with music either there, or under the awning across the street at Railroad Park.

You can find a promotional video regarding this march [here](http://boldiowa.com/2018-first-nation-farmer-climate-unity-march/). (<http://boldiowa.com/2018-first-nation-farmer-climate-unity-march/>) PLEASE POST THIS ON THE TOWNS FB PAGE.

This link takes you directly to our website where you can see all of our marcher profiles that are up, as well as many other questions you may have, including the route.

As I mentioned logically, we have a large kitchen truck (The Veggie Thumper food bus), a 26' gear truck, solar generator, mobile solar shower trailer and truck, as well as other support vehicles that will be needing to be parked over night. As agreed we will keep our parking limited to the west end of the park and across the street, not to block the fire department, or other establishments.

Marchers will be tent camping mostly. (20 tents max). After they leave the next day, we have a camp scape crew that stays behind to make sure everything is left as good, or better than we found it. Our large vehicles will be pulling out a bit later (by 10-11am usually).

Our evening program can be found on the website also. We welcome anyone who wants to join us in the evening to have dinner with us and participate in public discussion regarding this lawsuit as well as climate change.

Afterwards there may be some musical instruments that come out and then usually by 9:30 most everything is shut down and resting for the next day. Its important we have a quiet evening for adequate rest.

Attached are two PDF's  
#1: regarding the March - this flyer can be printed and posted

#2 the community forum we are having in Boone on August 23 that addresses the lawsuit which is open to the public.

Please don't hesitate to call or email me with any questions,  
Sarah Spain

**Sarah Spain**

Logistics Director / First Nation – ~~Project~~ **Climate Unity March / 2018**  
Program Coordinator / Stop Eminent Domain Abuse Roadshow / 2018  
[sarah@climatemarch.org](mailto:sarah@climatemarch.org)  
[boldiowa.com](http://boldiowa.com)  
530-289-6683

*“The Holy Land is Everywhere”*  
Nicholas Black Elk

# Join us!



**FIRST NATION  
FARMER  
CLIMATE  
UNITY  
MARCH**



## September 1 - 8, 2018

**STOP EMINENT DOMAIN ABUSE: Protect land, water and climate!**

Landowners who had their property taken by force for the Dakota Access Pipeline have joined with the Iowa Sierra Club in a lawsuit against the Iowa Utilities Board (IUB). They allege the IUB illegally allowed Energy Transfer Partners to use eminent domain to build the Dakota Access Pipeline. Their case is strong and potentially has historic significance.

To raise awareness of the importance of this lawsuit, Bold Iowa and Indigenous Iowa are organizing an eight-day, 90-mile march. Marchers will set out from the IUB's headquarters in Des Moines on September 1. We'll parallel the route of the pipeline through Story, Boone and Webster counties and arrive in Fort Dodge on September 8 for an action at the conclusion of the march.

We invite you to march for the whole week or as long as you are able. Go to [boldiowa.com](http://boldiowa.com) to learn more about getting involved with the March, including application, campsites, food and other logistics.

### 2018 Route (approximate distances)

- Sat, Sept. 1: Des Moines to Ankeny (13 miles)
- Sun, Sept. 2: Ankeny to Huxley (10 miles)
- Mon, Sept 3: Huxley to Ames (10 miles)
- Tue, Sept 4: Ames to Boone (14 miles)
- Wed, Sept 5: Boone to Pilot Mound (13 miles)
- Thu, Sept 6: Pilot Mound to Dayton (10 miles)
- Fri, Sept 7: Dayton to Lehigh (10 miles)
- Sat, Sept 8: Lehigh to Fort Dodge (12 miles)



### Organizing Partners



[boldiowa.com](http://boldiowa.com)



[indigenoussiowa.org](http://indigenoussiowa.org)



[sierraclub.org/iowa](http://sierraclub.org/iowa)



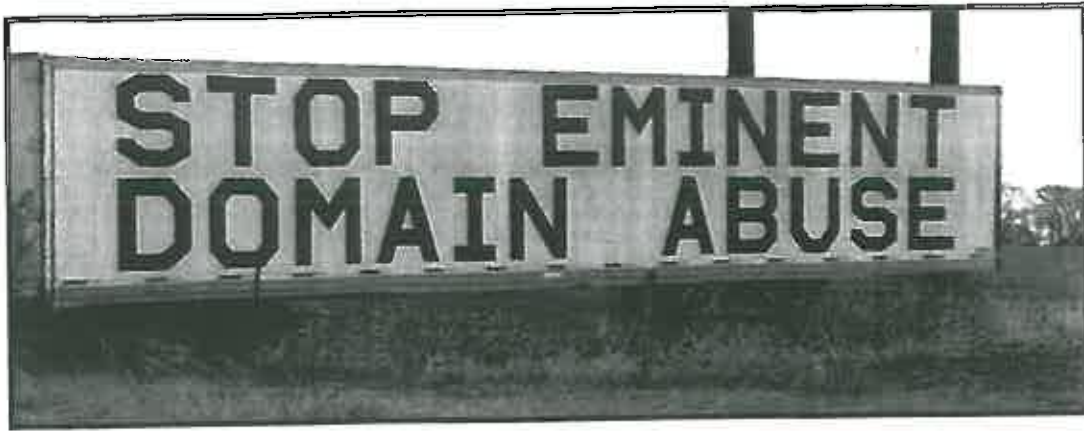
[seedingsovereignty.org](http://seedingsovereignty.org)



[climatemarch.org](http://climatemarch.org)

Contact Sarah Spain at (530)289-6683 / [sarah@climatemarch.org](mailto:sarah@climatemarch.org)





**Bring your lunch and learn about the  
historic eminent domain lawsuit  
before the Iowa Supreme Court  
filed by the Iowa Sierra Club and landowners along the route  
of the Dakota Access Pipeline**  
(Iowa Supreme Court No. 17-0423)

# **BOONE COMMUNITY FORUM**

## **Thursday, August 23, 11:30am-1:00pm**

### **Ericson Public Library**

**702 Greene St. / 515-432-3727**

#### **PROGRAM:**

- Welcome and Introduction
  - Overview of the lawsuit
  - The pipeline's impact on farmers and landowners
  - Indigenous concerns about the pipeline
  - Film Presentation of "***Crossing the Divide***" by Ralph King, filmed last spring as the 2017 Climate Justice Unity March walked 85 miles to Des Moines. The 15-minute film shows the value of rebuilding trust and unity across political, cultural and geographic lines.
  - Promo Video of First Nation - Farmer Climate Unity March
  - Discussion, Q & A, next steps.
- 
- Contact Sarah Spain at (530) 289-6683 or [sarah@climatemarch.org](mailto:sarah@climatemarch.org)
  - Sponsors: [Bold Iowa \(boldiowa.com\)](http://boldiowa.com), [Indigenous Iowa](http://indigenouiowa.com) and [Climate March](http://climatemarch.org)

