

CITY OF HUXLEY

TUESDAY – FEBRUARY 26, 2019 – 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 26th DAY OF FEBRUARY, 2019 TO DISCUSS THE MATTERS ENUMERATED IN THE AGENDA LISTED BELOW.

QUORUM PRESENT

- 1.0) 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:
FEBRUARY 12, 2019 -- 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 SOLID WASTE HAULING PERMITS.
- 5.05) TO APPROVE RESOLUTION NO.19-025 FOR SETTING A HEARING ON SALE OF CITY GROUND TO M.R. PROPERTIES FOR MARCH 12TH.
- 5.06) TO APPROVE DRAFT OF RESOLUTION APPROVING SALE OF GROUND TO M.R. PROPERTIES FOLLOWING MARCH 12TH PUBLIC HEARING

AGENDA ITEMS:

- 6.00) **COMMUNITY BETTERMENT:**
- 6.01) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 19-021 ACKNOWLEDGING NEED FOR KUM AND GO PROJECT AND PAVING 560TH STREET IN THE CITY OF HUXLEY.
- 6.02) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 19-026 PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR KUM AND GO PROJECT.

6.03) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 19-027 THE PROPOSED PRETREATMENT AGREEMENT AND SUPPLEMENTARY AGREEMENT BETWEEN THE CITY OF HUXLEY AND INNOVATIVE TECHNOLOGIES

7.00) PUBLIC SAFETY: NONE

8.00) FINANCE:

8.04) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 19-028 APPROVING A RESOLUTION TO SET PUBLIC HEARING DATE FOR FY 2020 BUDGET.

9.00) LEISURE ACTIVITIES: NONE

10.00) ADMINISTRATIVE BUSINESS: NONE

COMMENTS FROM STAFF, COUNCIL AND MAYOR.

ADJOURNMENT

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

WORKSESSION:

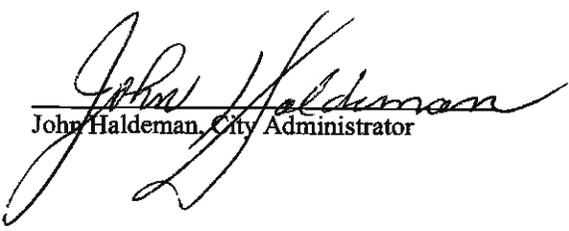
THE CITY COUNCIL WILL MEET FOR AN INFORMAL WORKSESSION TO WORK ON ITEMS AND NOT TAKE ANY ACTION ON THOSE ITEMS DURING THE WORKSESSION.

DISCUSSION TOPICS;

THAT THE FOLLOWING TOPICS ARE SUGGESTED AND THEY DO NOT REFLECT ALL 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. WATER AND SEWER RATE ANALYSIS
2. DEVELOPMENT
3. SIDEWALKS


John Haldeman, City Administrator

CONSENT AGENDA

Huxley City Council Minutes

Tuesday, February 12, 2019

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 6:03 pm.

COUNCIL MEMBERS PRESENT: Peterson, Roberts, Jensen, Mulder, Kuhn

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

CONSULTANTS PRESENT: Forrest Aldrich - city engineer, Alison Steuterman – city attorney

GUESTS PRESENT: Jamie Rochleau, Tom Maher, Chad West, Andrew Gogerty, Larry Wilson, Nate Easter, Don Marner, Mark Lee, Ottie Maxey, Mike Schonhorst, Cheryl Patterson, Scott Wilson, Ethan Hokel, Roger Wheeler,

PRESENTATIONS:

Roger Wheeler, Century 21 representative, informed council of a resolution that was revised to show a name change for a property owner in Industrial Park. There will be a public hearing set for next council meeting for the sale of property to M.R. Properties and also informed council of 52 acres north of high school that was purchased by Advantage Homes.

Ottie Maxey, Ballard Superintendent, and Dan Marner, engineer from Snyder & Associates, provided information to council regarding the proposed improvements to the middle school.

Mark Lee, Kading Properties engineer, requested council to reconsider the developer's funding allocation be increased to 100% of infrastructure costs in their development agreement.

CONSENT AGENDA:

MOTION- Kuhn, Second - Peterson to approve all agenda items as listed. Councilman Jensen requested items 5.07 and 5.08 be discussed separately from Consent Agenda.

- January 29, 2019 Regular Council Meeting and Work Session Minutes
- Financial Reports and Payment of Bills
- Approve Beer, Wine and Liquor Licenses
- Approve Solid Waste Hauling Permits
- Approve Appointments for New Firefighters and EMT's
- Receive and File Communication from Dickson and LuAnn Jensen and Refer to City's Attorneys to Prepare for Necessary Documents
- Approve Resolution No. 19-019 for Conversion Over to LED Lighting
- Approve Resolution 19-020 for the Approval of Rural Subdivision for Lee Farms.
- Roll Call: Jensen, Peterson, Roberts, Mulder, Kuhn voted yes. Motion carried.

Claims:

ALICE SHARPNACK	REIMBURSE FOR OVERPAYMENT	633.66
AMERICAN BUSINESS PHONES	DOWN PAYMENT ON PHONE SYSTEM	5,582.85
ANKENY SANITATION	CITY BUILDINGS GARBAGE REMOVAL	229.57
BAKER & TAYLOR ENTERTAINME	BOOKS	63.91
BUD'S AUTO REPAIR INC	VEHICLE MAINTENANCE	35.78
CARDMEMBER SERVICE	SEE ATTACHED	5,696.67
COCHRAN HTG & CLG	SERVICE CALL AT WATER TREATMEN	1,736.00
CONSOLIDATED MANAGEMENT CO	MEALS FOR SFST CERT SCHOOL	28.92
CONSUMERS ENERGY	GAS AND ELECTRIC	11,389.95
DEMCO	BOOK COVERING SUPPLIES	219.40
DMACC BUSINESS RESOURCES	WW GRADE 3 & 4 CERT. PREP	450.00
DOLLAR GENERAL-REGIONS 410	PAPER TOWEL	43.05
ED M. FELD EQUIPMENT CO. I	FIRE EQUIPMENT	72.06
ELECTRIC WHOLESALE CO.	POWER STRUT SPRING NUT	16.74

FAST LANE MOTOR PARTS, LLC
 GALLS, LLC- DBA CARPENTER
 HACH COMPANY
 HOKEL MACHINE SUPPLY
 HOWE'S WELDING/METAL FAB
 INTERNAL REVENUE SERVICE
 INTERSTATE BATTERIES
 IOWA ASSN. MUN. UTILITIES
 IOWA DOT
 IOWA LAW ENFORCEMENT ACADE
 IOWA MUNICIPAL FINANCE OFF
 JEREMY J. ARENDS
 JOHN FLEENOR
 KELTEK INCORPORATED
 MARY GREELEY MEDICAL CENTE
 MENARDS
 NEW CENTURY FS INC
 PCC AN AMBULANCE BILLING S
 PREMIER OFFICE EQUIPMENT I
 QUALITYONE COMMERCIAL CLEA
 RYAN VINCENT
 SPRAYER SPECIALTIES INC.
 TASC
 U.S. BANK EQUIPMENT FINANC
 VERIZON WIRELESS
 WINDSTREAM IOWA COMMUNICAT

5 GAL WASH AND WAX	194.25
PD UNIFORM PARTS	58.08
THERMOMETER & CHEMICALS	477.88
FIRE EXTINGUISHER INSPECTION	581.98
SOLID STOCK FOR SKID LOADER	69.36
FED WITHOLDING TAX	11,249.91
ECONO BATTERIES	40.00
2019-20 WATER MEMBER DUES	784.00
TRASH BAGS	32.80
MMPI TEST-DENGER	200.00
2019-20 MEMBERSHIP DUES	50.00
JANUARY TREASURER'S REPORT	80.00
CART PAINTING	100.00
LIGHT BAR REPAIR KIT	144.78
SUPPLIES	2.02
SUPPLIES	33.31
DIESEL FUEL	879.94
JANUARY AMBULANCE BILLING	345.52
COPIES	43.94
FEBRUARY CLEANING	2,134.00
REIMBURSED FOR ORAL GLUCOSE	18.90
BRINE SPRAYER SYSTEM W/ MOTOR	5,330.73
FLEX BENEFIT PLANS	558.28
COPIER LEASE	100.28
AMBULANCE CELL PHONES	173.01
DISPATCH PHONE	75.07

		<u>Fund Totals</u>
001	GENERAL FUND	51,611.69
002	LIBRARY	5,113.40
003	RECREATION	5,892.23
004	FIRE AND RESCUE	3,217.19
014	AMBULANCE	4,012.49
110	STREET	17,651.26
319	RECREATION NEW EQUIP	38.83
600	WATER UTILITY	15,896.99
610	SEWER UTILITY	11,248.40
	PAYROLL/MISC	<u>51,005.14</u>
	GRAND TOTAL	165,687.62

Motion – Peterson, Second - Mulder on Consent Agenda Item 5.07 to Direct City Attorney to Prepare Ordinance to Annually Increase Fees for Treatment of Water and Wastewater and Basic Second Meter Monthly Fee. Councilman Jensen requested item be placed as a work session item. Staff to bring back preliminary ordinance for council to review. Roll Call: Mulder, Kuhn, Roberts, Peterson, Jensen voted yes. Motion carried.

Motion – Peterson, Second – Mulder on Consent Agenda Item 5.08 to Approve Resolution No. 19-018 for Setting a Hearing on Sale of City Ground to M.R. Properties. Council requested that hearing be scheduled after city engineer/council discuss contingencies for property. Roll Call: Mulder, Kuhn, Roberts, Peterson, Jensen voted yes. Motion carried.

Motion Roberts, Second – Kuhn to Approve Increase in Costs to Kading Properties in Development Agreement for Infrastructure Costs. Councilman Peterson stated he was not in favor of city offering 100% of infrastructure costs to developers in development agreements. Roll Call: Peterson, Mulder voted no; Roberts, Kuhn voted yes, Jensen abstained. Motion failed.

Motion – Peterson, Second – Jensen to Table Resolution No. 19-021 Acknowledging Need for Kum and Go Project and Paving of 560th Street in the City of Huxley. John Haldeman, City Administrator, told council that much work needed to be done yet before there would be any agreements provided. Councilman Jensen expressed his concern with costs of projects and stated Board of Supervisors was committing only \$750,000 towards 560th Street project. Roll Call: Roberts, Kuhn, Mulder, Jensen, Peterson voted yes to tabling resolution. Motion carried.

Motion to Reconsider Resolution No. 19-009. PULLED – Request from AEDC.

Motion – Mulder, Second – Kuhn to Reconsider Resolution 19-010. Peterson – nay; Roberts, Mulder, Kuhn, Jensen ayes.

Motion – Mulder, Second – Kuhn on Resolution No. 19-010 to Approve Development Agreement Grant with Fenceline Beer Lab LLC and Authorize Internal Advance for Funding. Councilman Peterson requested to see matrix that council had requested staff provide prior to approval of grant. Councilman Mulder stated matrix was being worked on but not yet completed. Councilman Jensen asked what the consequences were if criteria was not met. Roll Call: Peterson, Jensen voted no; Mulder, Kuhn, Roberts voted yes. Motion carried.

Motion – Mulder, Second – Peterson to Approve Resolution 19-022 to Approve CIP for FY2020. Roll Call: Mulder, Kuhn, Roberts, Peterson, Jensen voted yes. Motion carried.

Motion – Mulder, Second – Kuhn on Resolution No. 19-023 to Acknowledge Request from Dickson D. and LuAnn C. Jensen for Tax Increment Financing in Accordance with the Infrastructure Investment Policy...40 acres. Councilman Kuhn stated that agreement must stay at 50% to stay consistent with previous agreements. Roll Call: Mulder, Kuhn, Roberts voted yes; Peterson voted no; Jensen abstained. Motion carried.

Motion – Roberts, Second – Mulder on Resolution No. 19-024 to Acknowledge Request from Dickson D. and LuAnn C. Jensen for Tax Increment Financing in Accordance with the Infrastructure Investment Policy...47.22 acres. Roll Call: Mulder, Kuhn, Roberts voted yes; Peterson voted no; Jensen abstained. Motion carried.

Motion – Kuhn, Second – Mulder on Resolution No. 19-004 and 19-005 from the January 8, 2019 Council Meeting to Make Final Determination on the Sale of Lots 9 and 10 in HDC Plat 3 and Authorize the Execution of Purchase Agreements by and Between the City of Huxley and Iowa Earth Works, LLC (the correct name). Roll Call: Mulder, Kuhn, Roberts, Peterson voted yes; Jensen abstained. Motion carried. Roger Wheeler reported that all property owners had signed amended covenants.

Miscellaneous Comments:

City engineer, Forrest Aldrich, reported to council that the City of Huxley was the only applicant for a grant to resurface E. 1st Street. Presentation was being required from city.

City Clerk reported the installation of new phone service would begin next week.

Councilman Peterson and Roberts thanked public works staff for their snow removal efforts.

Councilman Mulder thanked Budget Committee for their successful efforts to work with staff and come up with a Capital Improvement Plan that stayed within city's existing fund balances.

Councilman Kuhn thanked Roger Wheeler for all his real estate efforts.

Councilman Jensen requested a more detailed attorney's bill for council to review each month. He also asked about the \$9100 in funds that HDC has reported to be holding. Roger Wheeler noted that funds could go towards engineering and legal fees for development of Plat 4. Councilman Jensen requested adopting council agenda rules/transparency and asked that it be a work session discussion item.

Mayor Henry thanked Economic Development Committee for their efforts. Also informed council of a possible Story County Conservation grant to continue paving of bike trail to Cambridge.

Motion – Mulder, Second – Kuhn to Move into Closed Session in Accordance with Iowa Code Section 21.5© to Discuss Strategy with 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. Roll Call: Jensen, Mulder, Kuhn, Roberts, Peterson voted yes. Closed session closed at 8:03pm.

Work Session

FY20 Budget – Budget Committee reported that the line item in the Ambulance budget for stipends would be set at \$80,000. Budget Committee also informed council that one of the audit findings stated that ambulance salaries needed to be approved by council. Councilman Kuhn suggested ambulance staff provide a spreadsheet each month to council that included service hours. Councilman Kuhn also recommended a joint work session occur in the near future with Slater City Council to discuss the future of ambulance service.

ADJOURNMENT: Motion – Kuhn, second – Roberts to adjourn meeting at 8:17 pm. 5 ayes, 0 nays. Motion carried.

Craig D. Henry, Mayor

Attest:

Jolene R. Lettow, City Clerk

Legal Services

Feb. 12th Council

<u>Account No.</u>	<u>Huxley RECAP January-19 Account Name</u>	<u>Balance Due</u>
15398.000	Municipal	\$3,950.47
15398.001	Prosecutions	
15398.002	Fire and Rescue	\$37.50
15398.003	Prairie Ridge	
15398.004	North Development	
15398.005	Litigation	
15398.006	Bond Claims	\$150.00
15398.008	Code Enforcement	
15398.009	2015 Construction Projects	
15398.010	Cemetary	
15398.011	Planning & Zoning	
15398.012	Public Works	
15398.013	Police	\$337.50
15398.014	Parks	
15398.015	Nuisance Abatement	\$338.76
15398.016	HDC	\$612.50
15398.017	Library	
15398.018	Development	\$912.50
	Total:	\$6,339.23

2-26-19 Council Claims

	A	B	C
1	VENDOR NAME	DESCRIPTION	GROSS AMOUNT
2	ALICE SHARPBACK	REIMBURSE FOR OVERPAYMENT	\$ 633.66
3	AMERICAN BUSINESS PHONES	DOWN PAYMENT ON PHONE SYSTEM	\$ 5,582.85
4	ANKENY SANITATION	CITY BUILDINGS GARBAGE REMOVAL	\$ 229.57
5	BAKER & TAYLOR ENTERTAINME	BOOKS	\$ 63.91
6	BUD'S AUTO REPAIR INC	VEHICLE MAINTENANCE	\$ 35.78
7	CARDMEMBER SERVICE	SEE ATTACHED	\$ 5,696.67
8	COCHRAN HTG & CLG	SERVICE CALL AT WATER TREATMEN	\$ 1,736.00
9	CONSOLIDATED MANAGEMENT CO	MEALS FOR SFST CERT SCHOOL	\$ 28.92
10	CONSUMERS ENERGY	GAS AND ELECTRIC	\$ 11,389.95
11	DEMCO	BOOK COVERING SUPPLIES	\$ 219.40
12	DMACC BUSINESS RESOURCES	WW GRADE 3 & 4 CERT. PREP	\$ 450.00
13	DOLLAR GENERAL-REGIONS 410	OFFICE SUPPLIES	\$ 43.05
14	ED M. FELD EQUIPMENT CO. I	FIRE EQUIPMENT	\$ 72.06
15	ELECTRIC WHOLESALE CO.	POWER STRUT SPRING NUT	\$ 16.74
16	FAST LANE MOTOR PARTS, LLC	5 GAL WASH AND WAX	\$ 194.25
17	GALLS, LLC- DBA CARPENTER	PD UNIFORM PARTS	\$ 58.08
18	HACH COMPANY	THERMOMETER & CHEMICALS	\$ 477.88
19	HOKEL MACHINE SUPPLY	FIRE EXTINGUISHER INSPECTIONS	\$ 581.98
20	HOWE'S WELDING/METAL FAB	SOLID STOCK FOR SKID LOADER	\$ 69.36
21	INTERNAL REVENUE SERVICE	PAYROLL TAXES	\$ 11,249.91
22	INTERSTATE BATTERIES	ECONO BATTERIES	\$ 40.00
23	IOWA ASSN. MUN. UTILITIES	2019-20 WATER MEMBER DUES	\$ 784.00
24	IOWA DOT	TRASH BAGS	\$ 32.80
25	IOWA LAW ENFORCEMENT ACADE	MMPI TEST-DENGER	\$ 200.00
26	IOWA MUNICIPAL FINANCE OFF	2019-20 MEMBERSHIP DUES	\$ 50.00
27	JEREMY J. ARENDS	JANUARY TREASURER'S REPORT	\$ 80.00
28	JOHN FLEENOR	CART PAINTING	\$ 100.00
29	KELTEK INCORPORATED	LIGHT BAR REPAIR KIT	\$ 144.78
30	MARY GREELEY MEDICAL CENTE	SUPPLIES	\$ 2.02
31	MENARDS	SUPPLIES	\$ 33.31
32	NEW CENTURY FS INC	UNLEADED AND DIESEL FUEL	\$ 879.94
33	PCC AN AMBULANCE BILLING S	JANUARY AMBULANCE BILLING	\$ 345.52
34	PREMIER OFFICE EQUIPMENT I	COPIES	\$ 43.94
35	QUALITYONE COMMERCIAL CLEA	FEBRUARY CLEANING	\$ 2,134.00
36	RYAN VINCENT	REIMBURSED FOR ORAL GLUCOSE	\$ 18.90
37	SPRAYER SPECIALTIES INC.	BRINE SPRAYER & STORAGE TANK	\$ 5,330.73
38	TASC	FLEX BENEFIT PLANS	\$ 558.28
39	U.S. BANK EQUIPMENT FINANC	COPIER LEASE	\$ 100.28
40	VERIZON WIRELESS	AMBULANCE & PD CELL PHONES	\$ 173.01
41	WINDSTREAM IOWA COMMUNICAT	DISPATCH PHONE	\$ 75.07
42	Payroll Expense		\$ 50,282.12
43	GRAND TOTAL		\$ 100,238.72
44			
45			
46			

2-26-19 Council Claims

	A	B	C
47			
48		FUND TOTALS	
49	001 GENERAL FUND	\$ 10,656.76	
50	002 LIBRARY	\$ 2,268.46	
51	003 RECREATION	\$ 5,065.72	
52	004 FIRE AND RESCUE	\$ 796.72	
53	014 AMBULANCE	\$ 2,474.49	
54	110 ROAD USE TAX	\$ 8,694.32	
55	600 WATER UTILITY	\$ 8,131.11	
56	610 SEWER UTILITY	\$ 11,869.02	
57	01 PAYROLL EXPENSE	\$ 50,282.12	
58	GRAND TOTAL	\$ 100,238.72	
59			
60			
61	Cardmember Services (Visa)		
62	Admin	amazon prime, battery, postage, disputed charges (\$599.09 will be reimbursed on next bill),	\$ 977.89
63	Wastewater	vacuum, fiberglass repair kit, belts, ratchet set, envelopes, light bulbs	\$ 231.47
64	Water	meeting registrations	\$ 80.00
65	Parks and Rec	nets, floor tape, antenna, vb jerseys, ascap licensing fee, aau registration fees, aau coaches fees, daddy/daughter dance supplies, cardstock, curtains, hobby lobby purchase, vending supplies, keytags, business cards, ipr membership fee,	\$ 3,240.70
66	Streets	door handle, hydraulic motor, pump workshop	\$ 319.46
67	Council Contingency	two sympathy flowers	\$ 149.55
68	Ambulance	marco	\$ 515.00
69	FD	postage, background check	\$ 26.80
70	Library	postage, chicken shed, fareway	\$ 155.80
71	Total		\$ 5,696.67

Utility Report

January	2019					
	Water Service:	Sewer Service:	Water Consumption (gallons):	Amount Billed (Water):	Sewer Consumption (gallons):	Amount Billed (Sewer):
Commercial	87	85	542,800	\$3,872.27	512,000	\$4,513.88
Schools	4	3	190,100	\$914.55	190,100	\$920.95
Rural	67	6	326,900	\$3,590.12	26,900	\$404.70
No Charge	20	14	1,042,300	\$0.00	805,000	\$0.00
Residential	1,493	1,487	4,716,139	\$46,504.51	4,685,239	\$57,895.79
Second Meter	131	0	600	\$398.68	N/A	\$0.00
Master Meters	12	0	321,100	\$0.00	N/A	\$0.00
Wells	2	0	7,840,000	\$0.00	N/A	\$0.00
TOTAL:	1,816	1,595	14,979,939	\$55,280.13	6,219,239	\$63,735.32

	Water:	Sewer:	
Total Billed Consumption (gallons):	5,776,539	5,414,239	TOTAL:
Total Billed:	\$55,280.13	\$63,735.32	\$119,015.45

January	2018					
	Water Service:	Sewer Service:	Water Consumption (gallons):	Amount Billed (Water):	Sewer Consumption (gallons):	Amount Billed (Sewer):
Commercial	81	82	3,550	\$3,550.21	547,600	\$4,637.72
Schools	4	3	166,300	\$808.64	166,300	\$815.04
Rural	67	6	147,800	\$4,081.08	29,600	\$422.73
No Charge	20	14	991,700	\$0.00	788,000	\$0.00
Residential	1,461	1,457	4,533,693	\$45,028.21	4,517,793	\$56,232.12
Second Meter	123	N/A	500	\$369.12	N/A	\$0.00
Master Meters	12	N/A	443,800	\$0.00	N/A	\$0.00
Wells	2	N/A	7,827,000	\$0.00	N/A	\$0.00
TOTAL:	1,770	1,562	14,114,343	\$53,837.26	6,049,293	\$62,107.61

	Water:	Sewer:	
Total Billed Consumption (gallons):	4,851,843	5,261,293	TOTAL:
Total Billed:	\$53,837.26	\$62,107.61	\$115,944.87

Key:

- Schools: Bus Barn, Middle School, Athletic Field, High School
- Rural: includes Deer Creek and East First Street (across from water plant)
- No Charge: City Hall, Fire Station, city flushing, Nord Kalsem, Trinity Methodist Church, master meters, bike trail, etc.
- Master Meters: Deer Creek & 11 rural

**COMMUNITY
BETTERMENT**

RESOLUTION NO. 19-025

RESOLUTION FIXING A DATE FOR A PUBLIC HEARING TO CONSIDER THE SALE OF PARCEL "P" IN THE NW/4 OF NE/4 OF SECTION 23, TOWNSHIP 82, RANGE 24 AS SHOWN ON SLIDE 395, PAGE 1 IN HUXLEY, STORY COUNTY, IOWA TO M.R. PROPERTIES, L.C.

WHEREAS, the City of Huxley owns certain real property that is legally described as:

Parcel "P" in the NW/4 of the NE/4 of Section 23, Township 82, Range 24 as shown on Slide 395, Page 1 in Huxley, Story County, Iowa (the "Property"); and

WHEREAS, M.R. Properties, L.C. has presented a Purchase Agreement to the City of Huxley for the purpose of acquiring the Property; and

WHEREAS, the Code of Iowa requires that, before a city may dispose of an interest in real property by sale, the city must set forth its proposal in a resolution and public notice as provided in Section 362.3 of the resolution and of a date, time and place of a public hearing on the proposal; and

WHEREAS, the Code of Iowa also requires that, before a city may enter into a proposed purchase agreement for the real property that a public hearing must be held on the proposed agreement.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Huxley, Iowa, as follows:

Section 1. The City Council will hold a public hearing on the proposal to sell the Property and to enter into Purchase Agreements as set out in the preamble hereof at **6:00 o'clock p.m., on the 12th day of March 2019, at City Hall, in the City of Huxley.**

Section 2. The City Clerk is hereby authorized and directed to give notice of this resolution and of the public hearing on the proposal to sell the Property and to enter into the Purchase Agreement, by publication at least once, not less than four nor more than twenty days before the date of the hearing, in a newspaper of general circulation in the City of Huxley. Such notice shall be substantially in the form that is attached to this Resolution.

Section 3. All resolutions or parts thereof which are 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 26th day of February 2019.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 19-025** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 26th day of February 2019.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

**NOTICE OF HEARING ON A RESOLUTION TO CONSIDER THE SALE OF
PARCEL "P" IN THE NW/4 OF NE/4 OF SECTION 23, TOWNSHIP 82, RANGE 24
AS SHOWN ON SLIDE 395, PAGE 1 IN HUXLEY, STORY COUNTY, IOWA TO M.R.
PROPERTIES, L.C.**

The City Council of the City of Huxley, Iowa has adopted a resolution relating to a proposal to sell and convey certain real property owned by the City of Huxley and legally described as:

Parcel "P" in the NW/4 of the NE/4 of Section 23, Township 82, Range 24 as shown on Slide 395, Page 1 in Huxley, Story County, Iowa (the "Property").

The Property will be sold for the fair market value of \$100,000.

The Huxley City Council will meet at 6:00 p.m. on the 12th day of March 2019, at Huxley City Hall, 515 N Main Street, Huxley, Iowa for the purpose of holding a public hearing on the proposed sale and conveyance.

At that time and place, oral or written comments or objections may be filed or made. Following the hearing, the Huxley City Council will, at that meeting or at a later meeting, make a final determination on the proposal, in accordance with Section 364.7 of the Code of Iowa.

By order of the City Council of the City of Huxley, Iowa.

Jolene Lettow
City Clerk

Published in the _____ on the ____ day of _____ 2019.

**RESOLUTION MAKING FINAL DETERMINATION ON THE SALE OF PARCEL "P"
IN THE NW/4 OF NE/4 OF SECTION 23, TOWNSHIP 82, RANGE 24 AS SHOWN
ON SLIDE 395, PAGE 1 IN HUXLEY, STORY COUNTY, IOWA AND AUTHORIZING
THE EXECUTION OF PURCHASE AGREEMENT BY AND BETWEEN THE CITY
OF HUXLEY AND M.R. PROPERTIES, L.C.**

WHEREAS, the City of Huxley owns certain real property that is legally described as:

Parcel "P" in the NW/4 of the NE/4 of Section 23, Township 82, Range 24 as shown on Slide 395, Page 1 in Huxley, Story County, Iowa (the "Property"); and

WHEREAS, M.R. Properties, L.C. has presented a Purchase Agreement to the City of Huxley for the purpose of acquiring the Property; and

WHEREAS, the Code of Iowa requires that, before a city may dispose of an interest in real property by sale, the city must set forth its proposal in a resolution and public notice as provided in Section 362.3, of the resolution and of a date, time and place of a public hearing on the proposal; and

WHEREAS, the Code of Iowa also requires that, before a city may enter into a proposed purchase agreement for the real property that a public hearing must be held on the proposed agreement; and

WHEREAS, pursuant to said notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Purchase Agreement which include the potential sale of the Property, and has considered the extent of objections received from residents or property owners as to said proposed Purchase Agreement; and, accordingly the following action is now considered to be in the best interest of the City and residents thereof; and

WHEREAS, the Council has determined that the Purchase Agreement is in the best interest of the City and the residents thereof and the performance by the City of its obligations thereunder is a public undertaking and purpose.

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

Section 1. The Council finds that disposal of interests in the Property as set forth in the Purchase Agreement will benefit and is in the best interests of the residents of the City. The Council further finds that transfer of the Property, with consideration as provided in the Purchase Agreement constitutes fair consideration for the disposal of interests in the Property.

Section 2. The proposal to sell the Property pursuant to the terms of the proposed Purchase Agreement is hereby approved.

Section 3. The performance by the City of its obligation under the Purchase Agreement including but not limited to selling the Property to M.R. Properties, L.C. is hereby declared to be a public undertaking and purpose and in furtherance of the best interests of the residents of the City.

Section 4. That the form and content of the Purchase Agreement, the provisions of which are incorporated herein by reference, be and the same hereby is in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal, and deliver the Purchase Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Purchase Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Purchase Agreement as executed.

PASSED AND APPROVED this 26th day of February 2019.

Craig Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

Prepared by John Haldeman, City Administrator, for the City of Huxley Council meeting to be held on the
26th day of February, 2019.

RESOLUTION NO. 19-021

A RESOLUTION ACKNOWLEDGING NEED FOR PUBLIC INFRASTRUCTURE FOR KUM & GO PROJECT AND PAVING OF 560TH STREET IN THE CITY OF HUXLEY, IOWA AND DIRECTING STAFF TO ENGAGE BOND COUNSEL

WHEREAS, the City Council of the City of Huxley, Iowa has been presented with a project by Kum & Go that will require public infrastructure to bring services to the project; and

WHEREAS, the City Council of the City of Huxley acknowledges the need for public infrastructure for this project as well as the need for paving of 560th Street; and

WHEREAS, the City Council of the City of Huxley believes that installation of public infrastructure for the project by Kum & Go and the paving of 560th Street are each in the best interest of the City; and

WHEREAS, the schedule for the *Kum & Go Project* suggest the following actions:

City Council action authorizing engineering design	February 26, 2019
City Council action to set date of public hearing and letting	June 11, 2019
Public hearing and award of contract	July 23, 2019
Project completion	November 19, 2019

TENTATIVE Council Action Dates Relating to *Kum & Go Project* financing: This action does not set dates, information only.

- Tuesday, July 9th Council meeting: Council sets July 23rd as date for public hearing on financing in the "not to exceed" amount of \$_____ (*to be determined*)
- July _____: Publish hearing notice
- Tuesday, July 23rd Council meeting: Hold public hearing on financing and consider resolution taking additional action and approving Preliminary Official Statement (POS); review financing plan with City Council based on construction bids received
- Tuesday, August 13th Council meeting: Council considers resolution approving Bond Purchase Agreement (BPA) and resolution authorizing issuance
- Thursday, August 29th (no Council action): Closing / delivery of funds to City

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUXLEY, IOWA that the City Council acknowledges and approves the schedule as set out above.

BE IT FURTHER RESOLVED that the City Council will consider bond financing for the public infrastructure and the paving.

BE IT FURTHER RESOLVED that the City Administrator is directed to engage Bond Counsel to prepare the required legal proceedings for bond financing of the public infrastructure and the paving.

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

PASSED, ADOPTED AND APPROVED this 26th day of February 2019.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 19-021** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 26th day of February 2019.

Craig D. Henry, Mayor

Attest:

Jolene Lettow, City Clerk

RESOLUTION NO. 19-026

RESOLUTION APPROVING THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR THE DESIGN AND CONSTRUCTION ADMINISTRATION FOR THE HIGHWAY 210 AND INTERSTATE 35 WATER AND SEWER UTILITY EXTENSIONS

WHEREAS, there has been an interest in developing a commercial development project at the intersection of HW 210 and I-35;

WHEREAS, with this development there is a need to extend water and sewer services and they will voluntarily annex into the city of Huxley; and,

WHEREAS. V&K has submitted a proposal for Design and Construction Administration services for this Project; and

WHEREAS. this proposal is being submitted to the City Council for review and approval.

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 February, 2019.

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. 19-026** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this _____ day of February, 2019.

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)

February 20, 2019

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

CITY OF HUXLEY, IOWA
DESIGN AND CONSTRUCTION ADMINISTRATION
HIGHWAY 210 AND INTERSTATE 35 WATER AND SEWER UTILITY EXTENSIONS
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

Enclosed are two copies of the proposed engineering services agreement for the Highway 210 and Interstate 35 Water and Sewer Utility Extensions project. If the agreement is acceptable to the City of Huxley, please arrange for execution of each document. Return one executed document to our office.

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

VEENSTRA & KIMM, INC.

A handwritten signature in black ink, appearing to read 'Forrest S. Aldrich', is written over a light blue horizontal line.

Forrest S. Aldrich

FSA:dml
0-03
Enclosures

AGREEMENT

DESIGN AND CONSTRUCTION ADMINISTRATION HIGHWAY 210 AND INTERSTATE 35 WATER AND SEWER UTILITY EXTENSIONS CITY OF HUXLEY, IOWA

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between the **CITY OF HUXLEY, IOWA**, hereinafter referred to as the **City**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, with principal office in West Des Moines, Iowa, party of the second part, hereinafter referred to as the **Engineers**,

WITNESSETH: THAT WHEREAS, the City desires to extend a sanitary sewer and water main to the south side of Highway 210 just east of Interstate 35 with said improvements referred to as the "**Project**" or "**Highway 210 and Interstate 35 Water and Sewer Utility Extensions**", and

WHEREAS, the City desires to retain the Engineers to perform Design and Construction Administration services for the Project, and

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City does retain the Engineers for professional services as set forth herein for the Project. The Agreement is subject to the following terms, conditions and stipulations, to wit:

- 1. SCOPE OF PROJECT.** The improvements included in the Project are summarized as follows:
 - a. The extension of a 12-inch diameter sanitary sewer from Manhole No. 299 located south of Blue Sky Boulevard, then east across Interstate 35 to the east side of Interstate 35, then south along the east side of Interstate 35 to the south side of Highway 210.
 - b. The extension of a 12-inch diameter water main from the existing water main located on the west side of Interstate 35 southeast of the end of Blue Sky Boulevard to the east side of Interstate 35, then extending an 8-inch diameter water main south along the east side of Interstate 35 to the south side of Highway 210.
- 2. DESIGN SURVEYS.** The Engineers shall prepare their drawings from field topographic surveys. Field surveys will include those surveys necessary for the preparation of plans, specifications and easements. Design surveys do not include property surveys for the acquisition of land or right-of-way.

3. **DESIGN CONFERENCES.** The Engineers shall attend such design conferences with the City as may be necessary to make decisions as to the details of design of the Project.
4. **PLANS AND SPECIFICATIONS.** The Engineers shall prepare such detailed plans and specifications as are reasonably necessary and desirable for construction of the Project. The specifications shall describe, in detail, the work to be done, materials to be used and the construction methods to be followed. Three (3) sets of final plans and specifications shall be submitted to the City.

The Engineers shall make available and distribute plans and specifications in accordance with Section 26.3(2) of the Code of Iowa. The City shall reimburse the Engineers the cost for plans and distribution as required in Section 26.3(2) of the Code of Iowa. The reimbursement for plans and distribution shall be distinct from, and not included in, the design fees set forth in this Agreement. The Engineers shall separately track and account for the cost of plans and distribution, and shall separately invoice the City for said costs as allowed under Section 26.3(2) of the Code of Iowa.

5. **CONSTRUCTION PERMITS.** The Engineers shall be responsible to obtain all necessary permits for construction of the Project including permits required from the Iowa Department of Natural Resources and the Iowa Department of Transportation. Permit fees shall be paid by the City.
6. **ESTIMATE OF COST.** The Engineers shall prepare an estimate of cost for the construction contract of the improvements. The estimate of cost shall be based on the Engineers' best knowledge at the time of preparation of the estimate of cost. The Engineers shall not be responsible if the construction contract awarded for the Project varies from the Engineers' estimate of cost. The Engineers shall advise and assist the City, if necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within available budget limitations.
7. **EASEMENTS.** The Engineers shall prepare legal descriptions and drawings for construction easements along the proposed improvements. The City will be responsible for meeting with property owners and securing the construction easements. The City will be responsible for filing and legal fees.
8. **ADVERTISEMENT FOR BIDS.** The Engineers shall assist in the preparation of notice to contractors and shall provide plans and specifications for prospective bidders. The Engineers shall assist the City during the bidding phase of the Project and prepare required addenda.

- 9. AWARD OF CONTRACT.** The Engineers shall have a representative present when bids and proposals are opened and shall prepare a tabulation of bids for the City and shall advise the City in making the award. After the award is made, the Engineers shall assist in the preparation of necessary contract documents, transmit them to the contractor for execution and deliver them to the City. During the bidding phase, the Engineers shall advise the Owner of the responsiveness of each proposal submitted. The Engineers shall not be responsible for advising the Owner as to the responsibility of any bidder.
- 10. GENERAL SERVICES DURING CONSTRUCTION.** The general services portion of the construction management services shall include the following:
- a. Arrange for and attend a preconstruction conference to be attended by the successful bidder, his subcontractors, members of government agencies, utility representatives and representatives of the City.
 - b. Consult with and advise the City on problems that arise during construction.
 - c. Process and certify payment estimates of the contractor to the City.
 - d. Consult with and advise the City, and prepare routine change orders as required.
 - e. Coordinate work of testing laboratories.
 - f. Assist in the interpretation of plans and specifications.
 - g. Review shop drawings and data of manufacturers.
 - h. Process and certify payment estimates of the contractor to the City.
 - i. Make final review after construction is completed to determine if the construction complies with the plans and specifications, and certify that the reviews were made and that, to the best of the knowledge and belief of the Engineers, the work under the contract has been substantially completed in accordance with the plans and specifications.
 - j. Provide the City with plans showing the final as-built construction.
- 11. CONSTRUCTION STAKING.** The Engineers shall provide construction staking services. Construction staking shall be in such detail as to allow the contractor for the Project to construct the Project. The Engineers shall be responsible to provide one complete set of construction staking. Additional staking required by the contractor's activities shall be considered Extra Work.

12. RESIDENT REVIEW.

- a. Resident review services is understood to include the detailed observation and review of work of the Contractors and materials to determine compliance with the plans and specifications.
- b. The Engineers shall provide resident review services by assigning resident engineers and/or engineering technicians to the Project for such periods reasonably required for proper review of the construction work. On-site review may take place on a part time basis during the construction work on the Project.

13. RESPONSIBILITY OF THE CITY. Unless stated otherwise, the City shall furnish the following information: permission for access to private property to perform work.

14. COMPLETION. The design for the Project shall be completed as follows:

- a. City Council action to set date of public hearing and letting – June 11, 2019.
- b. Public hearing and award of contract – July 23, 2019.

15. COMPENSATION. The City shall compensate the Engineers for the services performed by the payment of fees determined as follows:

- a. For the scope of services set forth in **1. SCOPE OF PROJECT** through **9. AWARD OF CONTRACT**, the fee will be the lump sum amount of One Hundred Thirteen Thousand Seven Hundred Dollars (\$113,700).
- b. For the scope of services set forth in **10. GENERAL SERVICES DURING CONSTRUCTION** through **12. RESIDENT REVIEW**, the total fee shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work. Based on the providing of not more than 600 hours of resident review, the total fee for general services during construction and resident review services shall not exceed the sum of Ninety-nine Thousand Five Hundred Dollars (\$99,500).
- c. The Owner shall compensate the Engineers for the cost of plans and distribution of plans as set forth in **4. PLANS AND SPECIFICATIONS** above as provided in Section 26.3(2) of the Code of Iowa. The reimbursement of the cost plans and distribution of plans as required under Section 26.3(2) of the Code of Iowa is not included in the fees for services set forth under this Agreement

- 16. METHOD OF PAYMENT.** The Engineers shall submit monthly invoices for the actual costs for Project services completed to the end of the invoice period. The monthly invoices of the Engineers shall show the total fees due, the amounts paid to date and the balance of the amount of the contract.

Invoices shall be due and payable upon receipt and shall be paid by the City within thirty (30) days of the date of receipt of an approvable invoice.

- 17. TERMINATION OF AGREEMENT.** The City may terminate this Agreement for the convenience of the City upon seven (7) days written notice to the Engineers. In the event of termination for the convenience of the City, the Engineers shall be paid proportionately for the work and services performed to the date of termination.

- 18. INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the City harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions, or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.

- 19. INSURANCE.** The Engineers shall furnish the City with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the City of Huxley is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis.

General Liability*	\$1,000,000/2,000,000
Automobile Liability	1,000,000
Excess Liability (Umbrella)*	8,000,000/8,000,000
Workers' Compensation, Statutory Benefits Coverage B	1,000,000
Professional Liability**, ***	2,000,000/2,000,000

* Occurrence/Aggregate

**The Owner is not to be named as an additional insured

***Claims made basis

- 20. MODIFICATIONS TO AGREEMENT.** This Agreement may be modified upon written agreement by the City and the Engineers. In the event that any additional services are required of the Engineers that are over and above those described in this Agreement, the services shall not be done without express prior written agreement between the City and the Engineers. The scope of additional services, and fees to be charged, shall be specified in any such written authorization. Additional services to be provided by the Engineers after completion of the work set forth under this Agreement may include general services during construction, resident review, start-up services, preparation of an instruction and/or operation and maintenance manual, supervision of operation or other services that may be mutually agreed upon by the City and Engineers.
- 21. LEGAL SERVICES.** The City shall provide the services of an attorney experienced in legal matters pertaining to this type of project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
- 22. SERVICES NOT INCLUDED.** Services not included under this Agreement include the following:
- a. Archaeological investigation services.
 - b. Environmental assessment services.
 - c. Property acquisition services.
 - d. Geotechnical services and investigation including soil borings.
 - e. Construction testing services.
 - f. Services associated with arbitration or litigation arising out of or in conjunction with the construction contract awarded by the City of Huxley for construction of the Project.
 - g. Services required for the evaluation of and determination to accept defective work by Contractor including required re-design services.
 - h. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, only so long as the original work is reasonably consistent with the Owner's program or other instruction.
 - i. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

- 23. REMEDIES.** In the event the Engineers violates or breaches the terms of this Agreement the City may terminate the contract for cause as provided in **17. TERMINATION OF AGREEMENT** above. The City may seek any additional remedies available to it at law or in contract.
- 24. SUSPENSION.**
- a. The Owner agrees that the Engineer is not responsible for damages arising directly or indirectly from any delays for causes beyond the Engineer's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the Owner; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Engineer to perform its services in an orderly and efficient manner, the Engineer shall be entitled to a reasonable adjustment in schedule and compensation.
 - b. If Engineer's services are extended by Contractor's actions or inactions for more than the scheduled final construction completion, as defined in the Contract Documents, through no fault of the Engineer, the Engineer will be entitled to equitable and agreeable adjustment of rates and amounts of compensation provided in this Agreement.
- 25. BETTERMENT.** When a Change Order is necessitated by an act or omission of Engineer or an error in the design of the Project, responsibility for such act, omission, or error shall be determined in good faith by Owner and Engineer. To the extent that such act, omission, or error arose out of the lack of quality professional services provided by Engineer or of the lack of professional quality deliverables prepared by Engineer, Owner shall be entitled to an amount equal to the difference between the actual cost of the change work and the estimated cost of the change work (less added value to the Owner) if there had been no such act, omission, or error. Engineer shall pay such sum to Owner.
- 26. ASSIGNMENT.** This Agreement and each and every portion thereof shall be binding upon the successors and assigns of the parties hereto. The Engineers shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of the City.
- 27. COMPLETENESS OF CONTRACT.** This document contains all terms and conditions of this Agreement. Any alterations shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.

The undersigned do hereby covenant and state this Agreement is executed in duplicate as though each were an original and there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated there are no other considerations or monies contingent upon or resulting from the execution of this Agreement nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names on the date first written above.

CITY OF HUXLEY, IOWA

ATTEST:

By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By Forrest S. Aldrich
Forrest S. Aldrich

By Deborah M. Luke

HOURLY RATES BY EMPLOYEE CLASSIFICATION
(Effective July 2018)

Management I.....	\$172.00
Management II.....	170.00
Process Engineer.....	193.00
Engineer I-A.....	172.00
Engineer I-B.....	162.00
Engineer I-C.....	154.00
Engineer II-A.....	140.00
Engineer II-B.....	129.00
Engineer III-A.....	122.00
Engineer III-B.....	118.00
Engineer III-C.....	115.00
Engineer IV.....	111.00
Engineer V.....	102.00
Engineer VI.....	99.00
Engineer VII.....	91.00
Engineer VIII.....	87.00
Engineer IX.....	81.00
Engineer X.....	74.00
Engineer XI.....	67.00
Accountant I.....	100.00
Accountant II.....	60.00
IT I.....	125.00
IT II.....	95.00
Design Technician I.....	97.00
Planner I.....	108.00
Planner II.....	75.00
Planner III.....	69.00
Drafter IA.....	96.00
Drafter IB.....	89.00
Drafter II.....	84.00
Drafter III.....	79.00
Drafter IV.....	72.00
Drafter V.....	61.00
Drafter VI.....	58.00
Drafter VII.....	45.00
Clerical I.....	89.00
Clerical II.....	61.00
Clerical III.....	53.00
Clerical IV.....	46.00
Clerical V.....	36.00
Construction Manager.....	166.00
Surveyor I.....	115.00
Surveyor II.....	96.00
Technician I.....	86.00
Technician II.....	79.00

Technician III.....	73.00
Technician IV	69.00
Technician V	62.00
Technician VI	58.00
Technician VII	49.00
Technician VIII	43.00
Technician IX.....	35.00
Building Inspector I.....	154.00
Building Inspector I-A	108.00
Building Inspector II.....	83.00
Building Inspector III.....	61.00
Robotics	30.00/Hour
GPS	30.00/Hour
Leica Total Station.....	20.00/Hour
Total Station Robotics	15.00/Hour
Tablet.....	45.00/Hour
Fluoroscope.....	50.00/Hour
4-Wheeler.....	45.00/Hour
Mileage545¢/Mile

Prepared by John Haldeman, City Administrator, for the City Council meeting to be held on the
26th day of February, 2019

RESOLUTION NO. 19-027

**RESOLUTION APPROVING THE ATTACHED PRE-TREATMENT AGREEMENT
INNOVATIVE TECHNOLOGIES.**

A copy of said Agreement will remain attached to this resolution.

This will be presented at the Council meeting on the 26th of February.

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

PASSED, ADOPTED AND APPROVED this th day of February, 2019.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 19-027** by affixing below my official signature as
Mayor of the City of Huxley, Iowa, this th day of February, 2019

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk



**IOWA DEPARTMENT OF NATURAL RESOURCES
TREATMENT AGREEMENT FORM**

DNR USE ONLY

NPDES NO.

IND. CONT. AGREEMENT NO.

REPLACES AGREEMENT NO.

NOTICE

A properly executed Treatment Agreement must be submitted by the industrial user not less than one hundred eighty (180) days before the new significant industrial user proposes to discharge into a wastewater disposal system. Any proposed expansion, production increase, or process modification that may result in any change to a previous Treatment Agreement requires execution of a new Treatment Agreement.

SIGNIFICANT INDUSTRIAL USER**SYSTEM RECEIVING WASTE**

NAME

Innovative Technologies

NAME

City of Huxley

MAILING ADDRESS

1545 Blue Sky Huxley, Iowa 50124

MAILING ADDRESS

515 N. Main Ave. Huxley, Iowa 50125

AUTHORIZED REPRESENTATIVE

Nick Skow

PHONE NO.

319-325-4468

AUTHORIZED REPRESENTATIVE

Jeff Peterson

PHONE NO.

515-597-2256

CERTIFICATION OF INDUSTRIAL USER

I am the duly authorized representative for the significant industrial user identified above and state that the proposed discharge to the system receiving waste identified above shall not exceed the quantities listed on page two of this form after:

EFFECTIVE DATE

December 21, 2018

I further assure that notice of any anticipated increase in pollutants contributed shall be given to the owner of the system identified above sufficiently in advance of such increase to allow this contributor to submit a new treatment agreement to the Department of Natural Resources no later than sixty days in advance of the increase or change.

TYPED OR PRINTED NAME

Nick Skow

TITLE

Owner and Founder

SIGNATURE

DATE

CERTIFICATION OF SYSTEM RECEIVING WASTE

I am the duly authorized representative for the facility owner named above and state that the owner agrees to accept the discharge described on page two from the contractor identified above, and accepts responsibility for providing treatment of the volume and quantities described on the reverse in accordance with the provisions of Chapter 455B, Code of Iowa, and the rules of the Department of Natural Resources. This agreement is conditioned on the industrial contributor complying with all applicable standards and requirements of the Department of Natural Resources and the United State Environmental Protection Agency. This agreement is entered for the purpose of identifying pollutants contributed and limiting the quantity contributed, and shall not otherwise be construed to affect local ordinances, sewer service agreements or fee systems entered into between the parties.

This agreement may be modified or terminated by the owner of the disposal system if additional pollutants or additional quantities or volumes of pollutants are contributed other than identified on the reverse, or because of any condition that requires either a temporary or permanent reduction or elimination of the accepted contribution.

TYPED OR PRINTED NAME

Craig Henry

TITLE

Mayor

SIGNATURE

DATE



TREATMENT AGREEMENT FORM

1. PROCESS DESCRIPTION

SPECIFIC MANUFACTURING PROCESS		SIC CODES	
--------------------------------	--	-----------	--

CONSUMPTION		PRODUCTION	
PRINCIPAL RAW MATERIAL	AMOUNT CONSUMED PER DAY	PRINCIPAL PRODUCTS	AMOUNT PRODUCED PER DAY

2. HOURLY MAXIMUM FLOW CONTRIBUTION	3. DAYS OF OPERATION PER WEEK	4. HOURS OF OPERATION DURING PEAK DAY OF OPERATION	5. RANGE OF pH LEVEL IN CONTRIBUTION	
			MINIMUM 6.0	MAXIMUM 9.0

6. DESCRIPTION OF PRETREATMENT PROVIDED

--

7. DESCRIPTION OF ANY BATCH OR PERIODIC DISCHARGES

--

8. COMPATIBLE WASTE IN CONTRIBUTION

WASTEWATER PARAMETER	AVERAGE	MAXIMUM	WASTEWATER PARAMETER	AVERAGE	MAXIMUM
Flow (MGD)	.0001	.0002	Ammonia Nitrogen (lbs/day)	--	--
BOD5 (lbs/day)	--	--	Oil and Grease (mg/l)	100	100
Total Suspended Solids (lbs/day)	--	--		Min	Max
Total Kjeldahl Nitrogen (lbs/day)	--	--	pH	6.0	9.0

9. INCOMPATIBLE WASTE IN CONTRIBUTION

WASTEWATER PARAMETER	AVERAGE		MAXIMUM	
	mg/l	lbs/day	mg/l	lbs/day
Zinc	1.48		2.61	

**INSTRUCTIONS FOR COMPLETION OF PAGE 2****ITEM 1**

- A) Enter the industry's Standard Industrial Classification Code Number (SIC Code). The 1987 edition of the "Standard Industrial Classification Manual" contains SIC code numbers and their descriptions.
- B) Specify the principal product(s) or the principal raw material(s) and the maximum quantity produced or consumed in any day. Quantities are to be reported in units of measurement found in the table "Standard Units of Measurement by SIC Code" on the next page. Other industrial SIC categories not included in the table should be listed in units of measurement normally used by the industry.

ITEM 2 - Hourly Maximum is the maximum discharge during any single hour in the peak period of operation.

ITEM 6 - Describe all pretreatment of waste prior to discharge to municipal collection system.

ITEM 7 - Describe any occasional or intermittent discharge and include the frequency of discharges and the amount. Such discharges could upset a treatment plant because of the shock effect of a sudden change in influent loading.

ITEM 8 - Compatible Waste in Contribution means any waste parameter discharged that the receiving treatment works was designed to treat and does remove to a significant degree. Average is to represent the maximum 30-day average likely to occur in any year. Days when no discharge occurs should not be included in the average. Maximum is the maximum single-day contribution during a peak period of operation.

ITEM 9 - Incompatible Waste in Contribution means any waste not qualifying within the definition in Item 8. List all such waste parameters that are contributed in concentrations greater than that present in the raw water supply.

***NOTE:** A "Significant industrial user" means an industrial user of a publicly-owned treatment works (POTW) that meets any one of the following conditions:

1. Discharges an average of 25,000 gallons per day or more of process wastewater excluding sanitary, noncontact cooling and boiler blowdown wastewater;
2. Contributes a process waste stream which makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the POTW;
3. Is subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N; or
4. Is designated by the department as a significant industrial user on the basis that the contributing industry, either singly or in combination with other contributing industries, has a reasonable potential for adversely affecting the operation of or effluent quality from the POTW or for violating any pretreatment standards or requirements.

Upon a finding that an industrial user meeting the criteria in paragraph "1" or "2" of this definition has no reasonable potential for adversely affecting the operation of the POTW or for violating any pretreatment standard or requirement, the department may, at any time on its own initiative or in response to a request received from an industrial user or POTW, determine that an industrial user is not a significant industrial user.



TREATMENT AGREEMENT FORM

STANDARD UNITS OF MEASUREMENT BY SIC CODE

SIC CODE	CODE	UNITS OF MEASUREMENT	INDUSTRY
201; 2077	A-1	Pounds live weight killed (meatpacking in slaughterhouse or packinghouse; poultry processing)	Meat products
	A-2	Pound product (slaughtering & rendering; processing)	
	A-3	Pound raw material (rendering in offsite plant)	
202; 5143	B-1	1,000 lb. milk equivalent	Dairy products
2033; 2034; 2037; 2038	C-1	Ton raw material	Canned and preserved fruits and vegetables
204	D-1	1,000 bu. processed	Grain mill products
2061	E-1	Ton sugar cane processed	Raw cane sugar
2062	E-2	Ton raw sugar processed	Cane sugar refining
2063	E-3	Ton beets sliced	Beet sugar
2077		See SIC 201	
2084	F-1	Ton grapes pressed	Wine, brandy, and brandy spirits
	F-2	1,000 gallon wine (table wine for process season only)	
2085	F-3	1,000 bu. grain processed	Distilled liquor, except brandy
2086	F-4	1,000 standard cases	Bottled and canned soft drinks
2091; 2092	G-1	Ton raw material	Seafoods
22	H-1	1,000 lb. raw material	Textile mill products
	H-2	or 1,000 lb. product	
2421	I-1	1,000 fbm	Sawmills and planing mills
2435; 2436	I-2	1,000 ft ² on three-eighths inch basis	Veneer and plywood
2491	I-3	1,000 ft ³ treated	Wood preserving
2492	I-4	1,000 ft ² on three-fourths inch basis	Particle board
26	J-1	Ton product	Paper and allied products
2812; 2816; 2819	K-1	Ton product	Inorganic chemicals
2821; 2823; 2824; 2891; 3079	L-1	1,000 lb. product	Plastic material and synthetics industry
2822	M-1	1,000 lb. rubber produced	Synthetic rubber (vulcanizable elastomers)
283	N-1	1,000 lb. raw material	Drugs and pharmaceuticals
2481	O-1	1,000 lb. product	Soap and detergent
	O-2	or 1,000 gallon product	
2865; 2869	P-1	1,000 lb. product	Organic chemicals
2873; 2874; 2875	Q-1	1,000 ton product	Fertilizer industry
2879	R-1	1,000 lb. product	Agricultural chemicals and pesticides
2891		See SIC 2821	
2911	S-1	1,000 bbl. crude or partially refined feed stock (stream day)	Petroleum refining
3011; 3021; 3031; 3041; 3069	T-1	1,000 lb. raw material	Rubber products
3111	U-1	1,000 lb. green salted hides or pickled skins	Leather tanning and finishing
3211; 3231	V-1	1,000 ton product	Flat glass and glass products
	V-2	or 1,000 ft ² mirrored surface (for mirrored glass only)	made; purchased glass
3241	V-3	1,000 bbl. product	Hydraulic cement
327	V-4	1,000 ton product	Concrete, gypsum and plastic products
3292	V-5	1,000 ton asbestos used	Asbestos products
331	W-1	Ton dry coal	Coke making
	W-2	Ton hot metal	Blast furnaces
	W-3	Ton liquid steel	Steelworks
	W-4	Ton hot formed steel	Hot forming
	W-5	Ton processed steel	Rolling and finishing mills
332	W-6	Ton metal cast	Iron and steel foundries
333	X-1	1,000 lb. metal product	Primary smelting and refining of nonferrous metals
334	X-2	1,000 lb. metal product	Secondary smelting and refining of nonferrous metals
335	X-3	1,000 lb. metal processed	Rolling, drawing, and extruding of nonferrous metals
336	X-4	1,000 lb. metal cast	Nonferrous foundries
3465; 3711; 3714	Y-1	Unit production	Automobile manufacturing
	Y-2	or square feet	
4911; 4931	Z-1	1,000 MWd generated	Electric power services
4961	Z-1	1 million lb. stream produced	Steam supply

SUPPLEMENTARY AGREEMENT FOR WASTEWATER SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between the City of Huxley, Iowa, a municipal corporation (hereinafter designated as the City) and Innovative Technologies (hereinafter designated as the Participant).

WHEREAS, the City owns, manages and controls a sewerage system, including interceptors, sewers, pumping station, outfall sewers, wastewater treatment facilities and other appurtenances and these facilities and appurtenances are capable of receiving wastewater from the Participant's local facility within the corporate limits of the City, and;

WHEREAS, the parties specify the conditions of Participant's use and provide for remedies in the event Participant's use is inconsistent with the terms of this agreement.

NOW, THEREFORE, it is agreed by the City and the Participant as follows:

Section 1. DEFINITIONS:

A. "Participant's Allowable Effluent" shall mean the following quantity, quality and composition of constituents which the Participant will be entitled to discharge into the sewerage system:

- (1) Flow 200 gal./day (calculated on the basis of a maximum daily discharge).
- (2) Flow 100 gal./day (calculated on the basis of a monthly average of production days).
- (3) Zinc 2.61 mg/l (calculated on the basis of a maximum daily discharge).
- (4) Zinc 1.48 mg/l (calculated on the basis of a monthly average of production days).
- (5) O & G 100 mg/l maximum day concentration.
- (6) O & G 100 mg/l monthly average concentration.
- (7) pH The pH of the Participant's wastewater discharge shall not be less than 6.0 nor greater than 9.0.

- B. "Flow" means the total wastewater volume discharged to the sewerage system as measured by permanent or temporary flow rate measurement equipment.
- C. "O & G" means oil and grease concentration as measured by the Partition-Gravimetric Method set forth in Standard Methods. Extraction- gravimetric w/ Freon test number: EPA 413.1
- D. "Wastewater" means a combination of water carried wastes from Participant's process discharge.
- E. "User" means any person, partnership, institution, corporation or other organization or entity, public or private, which discharges Wastewater into the Sewerage System.
- F. "POTW" Publicly Owned Treatment Works

Section 2. COLLECTION AND TREATMENT:

- A. The Participant may discharge to the Sewerage System and the City will collect and treat the Participant's wastewater, as set forth in this Agreement.
- B. The Participant and the City shall agree to a monitoring station(s) location to measure the participant's wastewater parameters. The monitoring station(s) shall be located as near to the Participant's facilities as reasonably practical. The City shall collect samples and such City collected samples shall be analyzed for the constituents listed in Section 1, paragraph B by an independent testing laboratory. The sampling method shall be 24-hour composite sampling. Copies of all analyses, laboratory reports, flow meter records and Iowa Department of Natural Resources (IDNR) reports regarding the Participant's discharges to the Sewerage System shall be delivered to the Participant on a regular basis after each monitoring period.

The frequency of monitoring and sampling shall be on weekly basis. If the sampling results from four (4) consecutive weekly samples show constituents that are within 10% of the limits or exceed the limits, frequency of sampling shall be increased at the discretion of the City. In any event, the number of sample analyses shall be increased from the aforesaid if required of the City or the Participant by IDNR.

The Participant shall have the right to observe testing and sampling procedures utilized by the City at the composite sampler and to split any samples collected by the City for the Participant's own purposes. The Participant shall have the right to collect its own samples at the testing station. The Participant shall coordinate with the City for sample collection times and frequency as determined by

the City/Wastewater Superintendent. All sample collection by the Participant shall be under the supervision of the City. Copies of the laboratory analysis results of the sample collection by the Participant shall be transmitted directly to the City by the independent laboratory.

- C. The City will, on a regular basis, submit to the Participant a statement setting forth any violations of quality or quantity or composition of the Wastewater the Participant has discharged into the Sewerage System during the preceding billing period, or periods, together with a copy of laboratory test reports of any such violations.

After any two such quarterly documented violations, the City shall evaluate the effect of the wastewater discharge in excess of Participant's Allowable Effluent on the treatment facility operating costs as described in Section 3. In addition, the City may evaluate the need for expansion of the wastewater treatment facility as described in Section 4, paragraph B.

- D. The City shall have the right to free access, subject to reasonable sanitary and safety regulations of the Participant, to the monitoring station facilities, equipment and devices used by the City for monitoring the quality and quantity of the wastewater of the Participant being discharged into the Sewerage System. The Participant shall make the City aware of the required sanitary and safety regulations. The intent of this provision is to provide free and unimpeded access, subject to reasonable sanitary and safety regulations of the Participant, to the monitoring station facilities, equipment and devices by the City. In the event the City's access to the equipment during normal business hours is unreasonably impeded, the Participant and the City shall agree to a new location for the facilities to establish such free and unimpeded access to the City and its authorized representatives.

Section 3- SEWER SERVICE RATES:

- A. The Participant agrees to pay Sewer Service Charges to the City on a monthly basis as established in Chapter 99 of the Code of Ordinances of the City of Huxley.
- B. Sewer Service Charges for the use and for the service supplied by the municipal sanitary sewer utility shall be based upon the amount and rate of water consumed (City may opt for sewer flow meters). Rates for Sewer Service Charges shall be established for Participant by action of the City Council.
- C. The City has the right, under its existing rules and contracts, to set the rates for wastewater treatment. Except to the extent provided in Section 3, paragraph B, and Section 4, paragraph B of this Agreement for use in excess of allowable effluent, the City will not charge any rate differential to Participant over rates applicable to similar users.

- D. The City shall provide 30 day notice to the Participant of any proposed increases in the Sewer Service Rates. Any such notice shall include a specific analysis of actual cost increases on which it is based.
- E. The Participant will pay the independent testing laboratory for the analytical laboratory costs, incurred by the City or Participant to analyze the wastewater samples of the Participant's waste for the sampling and frequency described in Section 2, paragraph B and for the constituents listed in Section 1, paragraph B. Bills for laboratory costs shall be the responsibility of the Participant for payment. A \$200 monthly fee will be invoiced for staff costs incurred by the City for monitoring of the sampling for analysis and shipping/handling.
- F. The Participant will pay all costs associated with monitoring and collection of Participant's wastewater for the monitoring and sampling frequency described in Section 2, paragraph B. The costs associated with monitoring and sampling shall include all labor required to monitor the flow meter and composite sampler at the monitoring station location and collection of samples for analysis. Bills based on actual cost to the City for monitoring and sample collection shall be transmitted from the City to the Participant for payment. Equipment maintenance and report shall be responsibility of the Participant.
- G. The Participant shall be responsible for purchasing and owning the flow monitoring equipment and sampler. Any equipment for flow monitoring or sampling shall be reviewed by the City before installation by the Participant. Calibration of the flow monitoring equipment shall occur at a frequency recommended by the equipment manufacturer as listed in the operation and maintenance manual; with a minimum of once per year. Calibration and maintenance of the flow monitoring equipment shall be the responsibility of the Participant. Maintenance of the sampler shall be the responsibility of the Participant.
- H. In the event there are increases in treatment facility operating costs, such as chemical costs, as a result of treating wastewater discharged by the Participant's facilities with constituents in excess of Participant's Allowable Effluent, the City will notify Participant of its intent to undertake additional treatment. Participant and the City will agree to the methods and costs for the additional treatment and Participant will reimburse the City for any additional cost.

Section 4- TERM OF AGREEMENT:

- A. This Agreement shall be in effect as long as the Participant discharges wastewater to the City's Sewerage System, or until superseded by a new Agreement. If at any time the Participant ceases discharging wastewater to the City's Sewerage System, the Participant may terminate this Agreement

by written notice to the City. Upon such notice, the Participant shall cease discharging Wastewater to the Sewerage System on the effective date of termination stated in such notice.

- B. In the event that the Iowa Department of Natural Resources requires the City to comply with more stringent discharge limitations from its wastewater treatment facility, or expansion of the wastewater treatment facility is required due to Wastewater discharge by the Participant in excess of the Participant's Allowable Effluent, the City reserves the right to modify the user charge rates to the Participant in order to provide appropriate user charges for any additional costs reasonably incurred for the construction, amortization of debt service, operation, maintenance or replacement of such additional facilities as may be necessary to meet such requirements. The City shall determine those costs and notify the Participant of them. Any such additional costs shall be allocated to the Participant in proportion to the Participant's discharges which require the additional facilities or to the total discharges from the City and Participant which require such additional costs. In the event the Participant does not agree with the imposition or allocation of such additional costs, the Participant shall notify the City of its disagreement within sixty (60) days after receiving the City's proposed new cost allocation. After such notice is given, the City and the Participant shall negotiate in good faith to attempt to resolve their disagreement over the imposition or allocation of such additional costs. If the City and the Participant are unable to resolve their disagreement within thirty (30) days after the Participant gives notice of the disagreement, the City may terminate the Agreement on the effective date of the more stringent discharge limitations, or the date by which the treatment facility expansion is to be completed, or after the period which is reasonably necessary for Participant to construct alternative wastewater treatment facilities.

Section 5- MISCELLANEOUS PROVISIONS:

- A. The City and the Participant each warrant that it has the right, title and authority to enter into this Agreement and to perform each and every term, covenant and condition in it.
- B. The City and the Participant agree that this Agreement constitutes the entire understanding of the parties hereto, and that no prior or contemporaneous oral or written understandings of the parties shall be applicable except as specifically set forth herein. Nothing in this Agreement shall prohibit the City from adopting and enforcing ordinances, rules or regulations providing for pretreatment of Wastewater, exclusion of Wastewater, or the establishing of sewer system rates periodically, provided that no such action shall affect the Participant's rights hereunder.
- C. Except as otherwise expressly provided, this Agreement may not be amended, changed or modified unless the amendment, change or modification is in writing and signed by both parties.

D. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given if and when mailed, postage prepaid, by certified or registered mail, to the other party at the following respective addresses:

City of Huxley
ATTN: City Clerk
515 N. Main Avenue
Huxley, IA 50124

Innovative Technologies
ATTN: Nick Skow
1545 Blue Sky Blvd
Huxley, IA 50124

- E. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns, except as herein limited.
- F. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
- G. The Participant will notify the City before implementing facility modifications that will result in a planned non-accidental increased discharge of Wastewater constituents above the Participant's Allowable Effluent. The notice shall include verbal contact between Participant and City's Director of Public Works one day prior to any increase, to include Participant's annual cleanup.
- H. The Participant will notify the City before any new constituents will be discharged into the sewerage system to evaluate the analyte and the effects on the receiving treatment plant on whether it can be treated at the plant and at what concentrations limits. If the new analyte is determined to be a pollutant that is required to be analyzed and documented the new pollutant will be added to the pretreatment agreement with the allowable concentrations and the required frequency of sampling and laboratory analysis.
- I. Failure to notify the City of significant changes to the wastewater prior to the changed discharge will result in penalties and possibly revocation of the wastewater discharge of the facility.
- J. The Participant must notify the Wastewater Superintendent of any significant changes to the Participants operations or system which might alter the nature, quality, or volume of its wastewater at least 60 days before the change.

- K. The Wastewater Superintendent may require the Participant to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application.
- L. In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, a Slug Discharge or Slug Load, that might cause potential problems for the POTW, the User shall immediately telephone and notify the Wastewater Superintendent of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the User.
- M. Within five (5) days following such discharge, the User shall, unless waived by the Wastewater Superintendent, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the User of any fines, penalties, or other liability which may be imposed pursuant to this ordinance.
- N. If a dispute occurs between the Participant and the City regarding monitoring data or its interpretation or use under the Agreement, the Participant may request the City to obtain an opinion from its consulting engineer regarding such dispute.

If it does, then the City shall provide the opinion of its consulting engineer to the Participant in an attempt to resolve the dispute.

If the dispute continues to occur between the Participant and the City, an independent professional engineer experienced in municipal sanitary engineering not regularly within the employ of either the City or the Participant shall be designated by the parties to review the matter in dispute and issue a technical opinion thereof. The parties agree to be bound by the recommendation of the consulting engineer. If the technical opinion by the independent professional engineer substantially conforms to the position of the Participant, the cost of such review shall be borne in its entirety by the City. Conversely, if the technical opinion by the independent professional engineer substantially conforms to the position of the City, the cost of such review shall be borne in its entirety by the Participant.

Any other dispute arising in connection with this Agreement shall be settled by binding arbitration before a single arbitrator conducted in accordance with the rules of the American Arbitration Association.

- O. This Agreement shall supersede any previous Agreement for wastewater service between the parties.
- P. The City and the Participant shall promptly take all action from time to time which may be necessary to implement and comply with this Agreement.
- Q. If the designation of the Authorized Participant is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this permit must be submitted to the City prior to or together with any reports to be signed by the participants Representative.

IN WITNESS WHEREOF, The City and Participant have duly executed this Agreement in triplicate originals as of the date first above.

CITY OF HUXLEY, IA:

INNOVATIVE TECHNOLOGIES:

Mayor

Innovative Technologies
ATTN: Nick Skow
1545 Blue Sky Blvd
Huxley, Iowa 50124

ATTEST:

City Clerk

FINANCE

RESOLUTION NO. 19-028

**RESOLUTION SETTING THE DATE FOR THE PUBLIC HEARING
ON THE PROPOSED FISCAL YEAR 2020 ANNUAL BUDGET FOR
FISCAL YEAR ENDING JUNE 30, 2020**

WHEREAS, the Iowa Legislature adopted legislation that mandates that a city shall prepare and adopt a budget and shall certify taxes; and

WHEREAS, the Iowa Legislature requires each city to conduct a public hearing on the proposed budget prior to adoption; and

WHEREAS, the Huxley City Council invites and welcomes the public to participate in the budget process; and

WHEREAS, the City Clerk shall publish the budget estimates and notice of hearing no less than ten (10) days and no more than twenty (20) days prior to the date of the hearing.

WHEREAS, the detail budget must be made available for public review no less than ten (10) days and no more than twenty (20) days prior to the date of the hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HUXLEY, IOWA, that the Huxley City Council sets the date of March 12, 2019 at 6:00 p.m. for the public hearing on the Proposed FY 2020 Budget and directs the City Clerk to prepare and publish notice of said hearing as attached. The hearing shall take place in the Council Chambers in the City Hall.

PASSED AND APPROVED this ____ day of February, 2019.

Section 1. Budget Summary: Levies				
	FISCAL YEAR 19	FISCAL YEAR 20		FY 2020 DIFFERENCE
<i>General Fund Taxable Valuation W/O G&E</i>	\$ 77,513,129	\$ 85,396,021		+ \$ 7,882,892.00
<i>Debt Service Taxable Valuation W/O G&E</i>	\$ 169,335,310	\$ 180,964,404		+ \$ 11,629,094.00
TYPE OF LEVY	ACTUAL FY 19 LEVY AMOUNT	PROPOSED FY 20 LEVY AMOUNT	ACTUAL FY19 ESTIMATED REVENUES	PROPOSED FY20 ESTIMATED REVENUES
GENERAL FUND LEVY	\$ 8.10000	\$ 8.10000	\$ 627,856.00	\$ 691,708.00
EMPLOYEE BENEFIT FUND LEVY	\$ 0.00000	\$ 0.00000	\$ 0,000.00	\$ 0,000.00
DEBT SERVICE FUND LEVY	\$ 3.75000	\$ 3.75000	\$ 635,007.00	\$ 678,617.00
LIABILITY, PROPERTY, SELF-INS.	\$ 0.00000	\$ 0.00000	\$ 00,000.00	\$ 00,000.00
TOTAL NON-AG PROPERTY TAX LEVY	\$ 11.85000	\$ 11.85000	\$ 1,264,955.00	\$ 1,370,375.00
<i>Ag Valuation</i>			\$ 696,772.00	\$ 668,312.00
AGRICULTURE LEVY	\$ 3.00375	\$ 3.00375	\$ 2,092.00	\$ 2,007.00

Section 2. Budget Summary: Programs			
PROGRAM NUMBER	APPROPRIATIONS FOR FY 18	ADOPTED APPROPRIATIONS FOR FY 19	PROPOSED APPROPRIATIONS FOR FY 20
TRANS OUT	\$ 2,252,977.00	\$ 2,514,278.00	\$ 1,870,737.00
1	\$ 657,969.00	\$ 670,944.00	\$ 869,575.00
2	\$ 429,062.00	\$ 460,572.00	\$ 486,819.00
3	\$ 13,373.00	\$ 15,000.00	\$ 15,250.00
4	\$ 517,773.00	\$ 513,500.00	\$ 564,116.00
5	\$ 820,994.00	\$ 990,497.00	\$ 1,166,029.00
6	\$ 351,541.00	\$ 386,503.00	\$ 440,162.00
7	\$ 2,131,618.00	\$ 2,312,194.00	\$ 2,298,818.00
8	\$ 1,258,794.00	\$ 1,333,047.00	\$ 2,634,255.00
CIP	\$ 522,416.00	\$ 000,000.00	\$ 831,172.00
	\$ 000,000.00	\$ 000,000.00	\$ 000,000.00
	\$ 8,956,517.00	\$ 9,196,535.00	\$ 11,176,933.00
ADOPTED OPERATING BUDGET W/O CIP		\$ 9,196,535.00	\$ 10,345,761.00
ADOPTED NET OPERATING BUDGET*		\$ 6,682,257.00*	\$ 8,475,024.00*

*Does not include transfers.

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

PASSED, ADOPTED AND APPROVED this ____ day of February, 2019.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 19-028** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this ____ day of February, 2019.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

85-816

Adoption of Budget and Certification of City Taxes

FISCAL YEAR BEGINNING JULY 1, 2019 - ENDING JUNE 30, 2020

Resolution No.: _____

The City of: Huxley County Name: STORY Date Budget Adopted: 03/12/2019
(Date) (City)

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages. Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

515-697-2561
Telephone Number

Signature

County Auditor Date Stamp

January 1, 2018 Property Valuations

	With Gas & Electric	Without Gas & Electric	Last Official Census
2a	86,585,276	85,396,021	3,317
3a	182,153,659	180,964,404	
4a	668,312		

TAXES LEVIED

Code Sec.	Dollar Limit	Purpose	(A) Request with Utility Replacement	(B) Property Taxes Levied	(C) Rate
384.1	0.10000	Regular General levy	701,341	691,708	43 8.10000
(384) Non-Voted Other Permissible Levies					
12(8)	0.67500	Contract for use of Bridge	8	0	44 0
12(10)	0.95000	Opr & Maint publicly owned Transit	7	0	45 0
12(11)	Amt Nec	Rent, ins. Maint of Civic Center	8	0	46 0
12(12)	0.13500	Opr & Maint of City owned Civic Center	9	0	47 0
12(13)	0.06750	Planning a Sanitary Disposal Project	10	0	48 0
12(14)	0.27000	Aviation Authority (under sec.330A.15)	11	0	49 0
12(15)	0.06750	Levee Impr. fund in special charter city	13	0	51 0
12(17)	Amt Nec	Liability, property & self insurance costs	14	0	52 0
12(21)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.	462	0	465 0
(384) Voted Other Permissible Levies					
12(1)	0.13500	Instrumental/Vocal Music Groups	15	0	53 0
12(2)	0.91000	Memorial Building	16	0	54 0
12(3)	0.13500	Symphony Orchestra	17	0	55 0
12(4)	0.27000	Cultural & Scientific Facilities	18	0	56 0
12(5)	As Voted	County Bridge	19	0	57 0
12(6)	1.35000	Missi or Missouri River Bridge Const.	20	0	58 0
12(9)	0.03375	Aid to a Transit Company	21	0	59 0
12(18)	0.20600	Maintain Institution received by gift/devise	22	0	60 0
12(18)	1.00000	City Emergency Medical District	463	0	466 0
12(20)	0.27000	Support Public Library	23	0	61 0
28E.22	1.50000	Unified Law Enforcement	24	0	62 0
Total General Fund Regular Levies (5 thru 24)			25 701,341	691,708	
384.1	0.00375	Ag Land	26 2,007	2,007	60 3.00375
Total General Fund Tax Levies (25 + 26)			27 703,348	693,715	Do Not Add
Special Revenue Levies					
324.8	0.27000	Emergency (if general fund at levy limit)	28	0	64 0
384.6	Amt Nec	Police & Fire Retirement	29	0	0
	Amt Nec	FICA & IPERS (if general fund at levy limit)	30	0	0
Rules	Amt Nec	Other Employee Benefits	31	0	0
Total Employee Benefit Levies (29,30,31)			32 0	0	65 0
Sub Total Special Revenue Levies (28+32)			33 0	0	
Valuation					
366	As Req				
		With Gas & Elec	Without Gas & Elec		
SSMID 1	(A)	(B)	34	0	66 0
SSMID 2	(A)	(B)	35	0	67 0
SSMID 3	(A)	(B)	36	0	68 0
SSMID 4	(A)	(B)	37	0	68 0
SSMID 5	(A)	(B)	555	0	665 0
SSMID 6	(A)	(B)	566	0	668 0
SSMID 7	(A)	(B)	1177	0	### 0
SSMID 8	(A)	(B)	1185	0	### 0
Total Special Revenue Levies			39 0	0	
384.4	Amt Nec	Debt Service Levy 76.10(6)	40 683,076	678,617	70 3.75000
384.7	0.67500	Capital Projects (Capital Improv. Reserve)	41	0	71 0
Total Property Taxes (27+39+40+41)			42 1,386,424	1,372,332	72 11.85000

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:

Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

- 1) The prescribed Notice of Public Hearing Budget Estimate (Form 631.1) was lawfully published, or posted if applicable, filed proof was evidenced.
- 2) Budget hearing notices were published or posted not less than 10 days, nor more than 20 days, prior to the budget hearing.
- 3) Adopted property taxes do not exceed published or posted amounts.
- 4) Adopted expenditures do not exceed published or posted amounts in each of the nine program areas, or in total.
- 5) Number of the resolution adopting the budget has been included at the top of this form.
- 6) The budget file uploaded to the SUBMIT Area matched the paper copy certified by the city to this office.
- 7) The long term debt schedule (Form 703) shows sufficient payment amount to pay the G.O. debt certified by the city to this office.

(County Auditor)

**NOTICE OF PUBLIC HEARING
BUDGET ESTIMATE**

FISCAL YEAR BEGINNING JULY 1, 2019 - ENDING JUNE 30, 2020

City of Huxley, Iowa

The City Council will conduct a public hearing on the proposed Budget at Huxley City Hall
on 03/12/2019 at 6:00pm

The Budget Estimate Summary of proposed receipts and expenditures is shown below.
Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.
The estimated Total tax levy rate per \$1000 valuation on regular property . . . 11.85000
The estimated tax levy rate per \$1000 valuation on Agricultural land is 3.00375
At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

(515) 597-2561
phone number

Jolene R. Lettow
City Clerk/Finance Officer's NAME

		Budget FY 2020	Re-est. FY 2019	Actual FY 2018
		(a)	(b)	(c)
Revenues & Other Financing Sources				
Taxes Levied on Property	1	1,372,332	1,293,166	1,141,220
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	1,372,332	1,293,166	1,141,220
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	2,489,537	2,617,542	2,291,113
Other City Taxes	6	555,146	575,607	563,916
Licenses & Permits	7	116,300	100,700	173,862
Use of Money and Property	8	25,500	16,500	50,766
Intergovernmental	9	675,775	510,415	640,771
Charges for Services	10	2,265,107	1,746,817	1,740,415
Special Assessments	11	1,000	0	1,615
Miscellaneous	12	1,906,672	31,000	806,226
Other Financing Sources	13	0	0	48,874
Transfers In	14	1,870,737	2,514,278	2,252,977
Total Revenues and Other Sources	15	11,278,106	9,406,026	9,511,755
Expenditures & Other Financing Uses				
Public Safety	16	869,575	670,944	657,969
Public Works	17	486,819	460,572	429,062
Health and Social Services	18	15,250	15,000	13,373
Culture and Recreation	19	664,116	513,500	517,773
Community and Economic Development	20	1,166,029	990,497	820,994
General Government	21	440,162	386,503	351,541
Debt Service	22	2,298,818	2,312,194	2,131,618
Capital Projects	23	831,172	0	522,416
Total Government Activities Expenditures	24	6,671,941	5,349,210	5,444,746
Business Type / Enterprises	25	2,634,255	1,333,047	1,258,794
Total ALL Expenditures	26	9,306,196	6,682,257	6,703,540
Transfers Out	27	1,870,737	2,514,278	2,252,977
Total Expenditures/Transfers Out	28	11,176,933	9,196,535	8,956,517
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	101,173	209,490	555,238
Beginning Fund Balance July 1	30	5,018,973	4,809,483	4,254,245
Ending Fund Balance June 30	31	5,120,146	5,018,973	4,809,483