

CITY OF HUXLEY

TUESDAY – MARCH 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 MARCH, 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):
 - 2.01) Westview Heights Concept
 - 2.02) Meadow Lane Concept
- 3.00) PROCLAMATION(S): NONE
- 4.00) PUBLIC HEARING(S): NONE
- 5.00) CONSENT AGENDA: ROLL CALL

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:
MARCH 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) RESOLUTION NO. 19-012 APPROVING THE AMENDED AND SUBSTITUTED RESOLUTION MAKING FINAL DETERMINATION ON THE SALE OF THE SALE OF LOT 8 IN HUXLEY DEVELOPMENT CORPORATION PLAT 3 AND AUTHORIZING THE EXECUTION OF PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF HUXLEY AND DZ FLEX SPACE LLC.
- 5.05) TO APPROVE 2 % INFLATION FACTOR FOR FY 20 SALARIES
- 5.06) TO APPROVE THE PURCHASE OF NEW LOCKERS FOR THE FIRE DEPARTMENT.
- 5.07) TO APPROVE THE APPOINTMENT OF RYAN VINCENT TO DEPUTY CHIEF OF EMS AND TO WAIVE 35.07 OF THE CITY CODE ALLOWING HIM TO LIVE OUTSIDE OF 3 MILES UNTIL AUGUST 1, 2019. ALSO, TO WAIVE RESIDENCY REQUIREMENT ALSO FOR CHIEF CHAD ANTHONY.

- 5.08) TO RECEIVE AND FILE REQUESTS FOR ANNEXATION AND DIRECT STAFF TO PREPARE NECESSARY DOCUMENTS:
WESTVIEW HEIGHTS (DICKSON AND LUANN JENSEN).
KUM AND GO
- 5.09) TO DIRECT STAFF TO HAVE BOND COUNSEL TO PREPARE DEVELOPMENT AGREEMENT FOR IOWA EARTH WORKS AND JOE JENSEN.
- 5.10) TO APPROVE THE APPOINTMENT OF JEFF BEGG AND TIM WILSON TO ZONING BOARD OF ADJUSTMENT.

AGENDA ITEMS:

6.00) COMMUNITY BETTERMENT:

- 6.01) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 19-035 TO APPROVE REQUESTS TO CALCULATE DEVELOPMENT AGREEMENTS AT 100 % OF THE PUBLIC INFRASTRUCTURE COST FOR THE FOLLOWING RESIDENTIAL DEVELOPMENTS AND ASK STAFF TO DIRECT ATTORNEYS TO PROCEED PUTTING DOCUMENTS TOGETHER. :
- MEADOW LANE DEVELOPMENT – COREY KAUTZ
 - WESTVIEW HEIGHTS --- DICKSON AND LUANN JENSEN
- 6.02) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 19-036 APPROVING THE AGREEMENT WITH STORY COUNTY FOR THE JOINT PROJECT FOR THE PAVING OF 560TH AVE.
- 6.03) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 19-037 APPROVING ENGINEERING CONTRACT FOR 560TH PAVING.
- 6.04) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 19-038 APPROVING THE EXTENSION AGREEMENTS FOR GAS AND ELECTRIC FROM ALLIANT.
- 6.05) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 19-039 APPROVING THE ACCEPTANCE OF WARRANTY DEEDS FOR LOTS 1 AND 2 IN PHASE III OF THE HUXLEY BUSINESS PARK.
- 6.06) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 19-040 APPROVING WATER TREATMENT FACILITY EXPANSION STUDY PROFESSIONAL SERVICES AGREEMENT.

7.00) PUBLIC SAFETY: NONE

8.00) FINANCE: NONE

9.00) LEISURE ACTIVITIES: NONE

10.00) ADMINISTRATIVE BUSINESS: NONE

COMMENTS FROM STAFF, COUNCIL AND MAYOR.

CLOSED SESSION – CHAPTER 21.5 (c)

A Motion to hold a Closed Session in accordance with Iowa Code Section 21.5(c) 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.

DISCUSSION AND POSSIBLE ACTION ON MOTION TO PROCEED.

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. REQUEST FROM SCOTT WILSON
2. DEVELOPMENT
3. PARKING TICKETS
4. FLEET SAFETY GUIDELINES

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

CONSENT AGENDA

Huxley City Council Minutes

Tuesday, March 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 Pro Tem Kuhn called the meeting to order at 6:00 pm.

COUNCIL MEMBERS PRESENT: Kuhn, Peterson, Jensen, Mulder, Roberts – via conference call

CITY STAFF PRESENT: John Haldeman-City Administrator, Jolene Lettow-City Clerk, Gerry Stoll- Police Chief, Jeff Peterson – Public Works Director, Cathy Van Maanen – Library Director, Kevin Deaton – Asst. Fire Chief, Mat Kahler – Street Supt

CONSULTANTS PRESENT: Amy Bettie – city attorney, Forest Aldrich – city engineer, Heidi Kuhl & Chip Schultz – Northland Securities

GUESTS PRESENT: Scott Wilson, Chad West, Don Marner, Jamie Rochleau, Steve Domino, Andrew Gogerty, Ryan Vincent, Roger Wheeler

COMMENTS FROM PUBLIC: Roger Wheeler, Century 21 realtor, informed council that Lot 8 is last lot in Huxley Development Park to be sold. Currently working on deeds for Lots 1 and 2. Asked council to hold special meeting to discuss Garnaas project. Also told council that Advantage Homes is ready to begin residential development on 132 acres NW of town. Preliminary plat for development to be completed by March 25th.

Hearing on Sale of City Ground to M.R. Properties:

Mayor Pro Tem Kuhn open meeting at 6:07pm. Roger Wheeler, Century 21 representative, commented that developer has a good concept in place for property. There being no further comments there was a motion made by Peterson and seconded by Mulder to close hearing at 6:08pm. 5 ayes.

Hearing on FY20 Budget:

Mayor Pro Tem Kuhn open meeting at 6:09pm. City Clerk, Jolene Lettow, asked council if they had any questions. There being no further comments there was a motion by Jensen, second by Peterson to close hearing at 6:10pm. 5 ayes.

CONSENT AGENDA:

MOTION- Peterson, Second - Mulder to approve all agenda items as listed:

- February 26, 2019 Regular Council Meeting and Work Session Minutes and March 5, 2019 Work Session Minutes
- Financial Reports and Payment of Bills
- Approve Resolution No. 19-029 Approving Sale of Property to M.R. Properties.

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

Claims:

A TECH-TCI	FIRE ALARM MONITORING	105.00
AFLAC	AFLAC	4.00
AIR-CON MECHANICAL CORPORA	CHECK & REPAIR MAKE-UP AIR	641.40
ALLIANT ENERGY	GAS AND ELECTRIC	3,242.04
ANKENY SANITATION	CITY BUILDINGS TRASH PICKUP	229.57
ARNOLD MOTOR SUPPLY	OIL AND FILTER	93.15
ASHTON HERMANN	REF AND SCORE KEEPER	72.00
AUTOMATIC SYSTEMS CO.	REPROGRAM DELAYS ON DETENTION	456.50
BEN JOHNSON	REF AND SCORE KEEPER	124.00
BOUND TREE MEDICAL	MEDICAL SUPPLIES	19.76
BRICK GENTRY P.C.	HDC	5,770.30
BROOKE LOEWE	REF AND SCORE KEEPER	139.00
CASEY'S GENERAL STORES INC	UNLEADED AND DIESEL FUEL	1,018.38
CENTRAL PUMP & MOTOR, LLC	SERVICE CALL ON PUMP	363.60
CINTAS CORPORATION	MEDICAL SUPPLIES	72.96
DELTA DENTAL PLAN OF IOWA	DENTAL INSURANCE	1,429.70
DNH VOLLEYBALL	AAU VOLLEYBALL TOURN REGISTRAT	125.00
DOORS INC.	FIVE SAFE ROOM KEYS FOR PD	1,232.00
EBS	MEDICAL INSURANCE	15,228.21
ED M. FELD EQUIPMENT CO. I	EQUIPMENT ADAPTERS	307.00

EDWARD JONES	IRA	250.00
EMERGENCY MEDICAL PRODUCTS	MEDICAL SUPPLIES	94.60
FIDELITY SECURITY LIFE	VISION INS	279.02
GALLS, LLC- DBA CARPENTER	CREDIT	136.02
GATEHOUSE-AMES TRIBUNE	LEGAL PUBLICATIONS	326.96
HALLETT MATERIALS	SNOW CONTROL SAND	328.86
HAWKINS, INC.	WATER TREATMENT CHEMICALS	1,170.76
HUXLEY COMMUNICATIONS COOP	PHONES, CABLE, INTERNET	1,805.60
IAWEA	2019 REGION 5 SPRING MEETING	160.00
INTERNAL REVENUE SERVICE	FED WITHHOLDING TAX	11,518.46
INTERSTATE BATTERIES	ECONO BATTERY	75.00
IOWA AUTOMATION CO.	TROUBLE SHOOT HEATER & PUMP	383.04
IOWA DOT	PARTS FOR SIGNS	9.62
IOWA MUNICIPAL FINANCE OFF	2019 CONFERENCE REGISTRATION	125.00
IOWA ONE CALL	EMAIL LOCATES	40.50
IPERS	IPERS	14,866.07
JAYDEN CATTELL	REF AND SCORE KEEPER	200.00
KEMPKER'S TRUE VALUE AND R	SEE ATTACHED	462.25
KEYSTONE LABORATORIES	MONTHLY WATER SAMPLING	314.67
KRISTINA BREKKE	WEIGHT LOSS CHALLENGE WINNER	162.50
LETTOW, JOLENE	GCMOA LUNCH REIMBURSEMENT	10.39
LINCOLN FINANCIAL GROUP	DISABILITY INSURANCE	1,115.96
LOGAN MULDER	REF AND SCORE KEEPER	165.00
MARCO, INC.	PD CONTRACT FEE	1,065.38
MASS MUTUAL RETIREMENT SER	DEFERRED COMPENSATION	175.00
MID-IOWA OCCUPATIONAL TEST	RANDOM TEST & ANNUAL DOT FEE	260.00
NICK WACHA	SCOREKEEPER	108.00
OTIS ELEVATOR COMPANY	ELEVATOR SERVICE 3/1-5/31/19	218.13
OXEN TECHNOLOGY	MONTHLY EXCHANGE ONLINE	439.00
PEPSI-COLA	VENDING PRODUCT	340.24
PETERSON, JEFFERY	CLASS B CDL LICENSE FOR PETERS	64.00
PEYTON ELLIOTT	REF AND SCORE KEEPER	111.00
PINGEL MUDJACKING, LC	RAISE AND LEVEL CONCRETE	1,600.00
POSTMASTER	PRESORT MAIL FEE	235.00
QUALITYONE COMMERCIAL CLEA	JANITORIAL SERVICES	2,134.00
SAFE BUILDING COMPLIANCE &	BUILDING INSPECTIONS	4,652.21
SPRINGER PROFESSIONAL HOME	MONTHLY PEST CONTROL	42.00
STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	204.89
SYNCB/AMAZON	BOOKS AND DVDS	385.09
TASC	FLEX BENEFIT PLANS	558.28
TASC - CLIENT INVOICES	APRIL FLEX PLAN ADMIN FEE	69.82
TREASURER, STATE OF IOWA	STATE WITHHOLDING	3,655.00
TROY CALVERT	WEIGHT LOSS CHALLENGE WINNER	162.50
UPDATE 2019	UPDATE 2019 EMS CONFERENCE	475.00
VEENSTRA & KIMM, INC.	BALLARD MS RENOVATION SITE PLA	732.50
VERIZON WIRELESS	PUBLIC WORKS CELL PHONES	305.42
YELLOWBLUE LED	LIGHTING FOR 3C'S BUILDING	14,531.77
ZIEGLER INC	COUPLING FOR SKID LOADER	77.03

	<u>Fund Expenses</u>	<u>Fund Revenues</u>
001 GENERAL FUND	43,095.68	6,765.55
002 LIBRARY	4,030.69	208.71
003 RECREATION	5,399.39	14,285.31
004 FIRE AND RESCUE	2,566.86	576.00
014 AMBULANCE	2,931.55	1,583.48
110 STREET	12,652.41	2,544.66
200 DEBT SERVICE		980.43
319 RECREATION NEW EQUIP	3,592.25	
324 CITY PROPERTY SALES		137,988.30
600 WATER UTILITY	12,439.36	52,502.47
610 SEWER UTILITY	11,184.44	59,399.34
PAYROLL/MISC	51,425.14	
GRAND TOTAL	149,317.77	275,853.82

Motion – Peterson, Second – Jensen on Resolution No. 19-030 to Approve Site Plan and Easements for the 2019 Middle School Renovation. John Haldeman, City Administrator, reported to council that P&Z had recommended approval of project; legal counsel and city engineer had also given approvals. Councilman Kuhn asked if P&Z had discussed elimination of school parking spaces due to remodel. He asked if there were any parking codes that need to be enforced and how was school dealing with additional traffic on Lynwood. Councilman Kuhn also inquired about the diagonal parking on Main Avenue. School engineer replied that parking in front of school would not be available in mornings, notification would be sent out to parents and school would monitor situation. Roll Call: Mulder, Jensen, Peterson, Roberts, Kuhn voted yes. Motion carried.

Motion – Peterson, Second – Mulder on Resolution No. 19-034 to Approve Easements for the Heart of Iowa Trail Improvement Project. City engineer explained to council that existing trail from Highway 69 to West 5th Avenue is not always on city easement property. Therefore, city needs to work with property owners and get property lines figured out. Discussion has already taken place with one property owner that would like to swap easements. City will donate easement on east side for west side easement on Heinen property. Council agreed to postpone bid letting since project deadline isn't until October 2020 to allow staff to attain proper easements along trail. Roll Call: Mulder, Jensen, Peterson, Roberts, Kuhn voted yes. Motion carried.

Motion – Peterson, Second – Mulder on Resolution No. 19-031 to Approve Proposed Stipends for Huxley Fire and Rescue. Various hourly rates, depending on department status and experience, were submitted to council for review. Kevin Deaton, Assistant Fire Chief, told council that department was looking into changing the pay to an On-Call rate as opposed to hourly rate for overnight shifts. Roll Call: Mulder, Jensen, Peterson, Roberts, Kuhn voted yes. Motion carried.

Motion – Peterson, Second – Jensen on Resolution No. 19-032 to Approve FY20 Budget. Councilman Kuhn thanked budget committee for work preparing new budget. Roll Call: Mulder, Jensen, Peterson, Roberts, Kuhn voted yes. Motion carried.

Motion – Mulder, Second – Peterson on Resolution No. 19-033 to Approve Purchase of Truck Chassis. Street Superintendent, Mat Kahler, provided photo of truck. Cost to purchase truck higher than originally projected. Vehicle will include wing and belly plow. Truck will be purchased under the State bid. Roll Call: Mulder, Jensen, Peterson, Roberts, Kuhn voted yes. Motion carried.

Miscellaneous Comments:

- Cathy Van Maanen, Library Director, informed council that demo work was done in computer area and they were ready for next phase of project.
- Kevin Deaton, Assistant Fire Chief, told council that election was going to be held for Deputy Chief of EMS. Also stated that department needed new lockers. Sent out request for bids and only one was received. Bid was for \$7,430. Requested council approval to purchase lockers out of existing budget. Reported that Chief Anthony had sold his house and would be temporarily living in Ankeny until new house is built in Huxley. Ryan Vincent also requested waiver to live outside of town until lease is up in July.
- Public Works Director, Jeff Peterson, informed council that frozen pipe caused water damage to floor in Nord Kalsem Community Center. Asbestos was discovered underneath existing floor. Staff working to have asbestos removed and new flooring laid.
- Councilman Peterson pointed out that issue needs to be resolved regarding resident that lives next to 3C's and wants city to put up fence.

ADJOURNMENT: Motion – Peterson, second – Mulder to adjourn meeting at 6:54 pm. 5 ayes, 0 nays. Motion carried.

WORK SESSION:

Water/Sewer Rate Analysis

Heidi Kuhl from Northland Securities provided data pertaining to consumption rate increases for water and sewer. Reviewed funds needed to cover bond costs for future Water Treatment Facility upgrades. Council decided to increase water consumption rates and not base rates in effort to get community to be more conservation-aware. Water consumption rates would increase annually - 6% for water and 3% for sewer. Second meter base rates would increase from \$3.00/month to \$6.00/month with consumption rate increase of 20%. Council to review after three years.

Kum N Go Update

Staff met with representatives. Still several issues to resolve: rural water territory, calculation of water usage, etc.

560th Street Paving

City engineer provided four options/costs for project to pave 560th Street from E. 1st Street to Blue Sky Blvd. Council reviewed options and choose Option #2 with a cost of \$2,450,000. Story County to contribute \$1,000,000 towards project. Bid letting could possibly occur in fall 2019.

ADJOURNMENT: Motion – Mulder, second – Peterson to adjourn meeting at 8:30 pm. 4 ayes, 0 nays. Motion carried.

David Kuhn, Mayor Pro Tem

Attest:

Jolene R. Lettow, City Clerk

3-26-19 Council Claims

	A	B	C
1	VENDOR NAME	DESCRIPTION	GROSS AMOUNT
2	AMERICAN BUSINESS PHONES	NEW PHONE SYSTEM	\$ 16,157.26
3	ARNOLD MOTOR SUPPLY	WIPER BLADES, FUEL & OIL FILTERS, OIL, TURN SIGNAL SWITCH, REAR FENDER REPAIR	\$ 638.71
4	BAKER & TAYLOR ENTERTAINME	BOOKS	\$ 207.04
5	CARDMEMBER SERVICE	SEE ATTACHED	\$ 3,380.71
6	CEDAR RIVER SIGNS, INC.	DOOR LOGOS FOR TRUCKS	\$ 209.12
7	COMPASS MINERALS AMERICA	COARSE ROCK SALT	\$ 3,589.84
8	COMPUTER RESOURCE SPECIALI	IT FOR PHONE SYS, FIREWALL, ETC	\$ 3,123.72
9	CONSUMERS ENERGY	GAS AND ELECTRIC	\$ 11,634.49
10	CUSTOM STEEL SERVICE	SHOWER REPAIR	\$ 14.79
11	D.A. DAVIDSON & CO.	BOND ISSUES	\$ 1,000.00
12	DIGITAL ALLY	FLASH CARDS	\$ 108.00
13	DOLLAR GENERAL-REGIONS 410	OFFICE & JANITORIAL SUPPLIES	\$ 82.50
14	ED M. FELD EQUIPMENT CO. I	EQUIPMENT ADAPTERS	\$ 59.00
15	ELECTRIC WHOLESALE CO.	P5 WHITE SWITCH PLATE	\$ 9.78
16	FIRE SERVICE INSTITUTE	FIRE SCHOOL-MEINERS	\$ 115.00
17	GALLS, LLC- DBA CARPENTER	DENGER UNIFORM PARTS	\$ 59.99
18	GATEHOUSE-AMES TRIBUNE	LEGAL PUBLICATIONS	\$ 543.53
19	HACH COMPANY	WATER & SEW TREATMENT CHEMS	\$ 163.75
20	INTERNAL REVENUE SERVICE	PAYROLL TAXES	\$ 11,100.77
21	INTERSTATE BATTERIES	ECONO BATTERY	\$ 40.00
22	IOWA DOT	JANITORIAL SUPPLIES	\$ 373.62
23	JERRY CARNEY AND SONS INC.	REAR BUMPER FOR /03 CHEVY	\$ 275.00
24	KERRIE MULDER	TRAVEL REIMBURSEMENT	\$ 19.72
25	KEYSTONE LABORATORIES	WASTEWATER SAMPLING	\$ 128.70
26	LEEDS, JESSICA	REIMBURSE FOR STORAGE CONTAINER	\$ 36.40
27	M.R. PROPERTIES LC	DEVELOPER'S AGREEMENT	\$ 4,199.45
28	MIDWEST AUTOMATIC FIRE SPR	3C'S BACKFLOW INSPECTIONS	\$ 321.25
29	MOODY ELECTRIC, INC.	DEMO AND REPAIR IN LIBRARY	\$ 7,000.00
30	NEW CENTURY FS INC	UNLEADED AND DIESEL FUEL	\$ 2,616.67
31	NICKOLAY CONSULTING, LLC	MAILJET HOSTING	\$ 105.00
32	O'HALLORAN INTERNATIONAL	WIPER ARM FOR '90 DUMP	\$ 81.75
33	OXEN TECHNOLOGY	MICROSOFT OFFICE UPGRADE	\$ 135.00
34	PCC AN AMBULANCE BILLING S	AMBULANCE BILLING	\$ 1,207.45
35	PEPSI-COLA	VENDING PRODUCT	\$ 753.49
36	POSTMASTER	POSTAGE	\$ 351.47
37	PREMIER OFFICE EQUIPMENT I	B/W AND COLOR COPIES	\$ 48.72
38	PRO-VISION, INC.	BODY CAMERA MOUNT	\$ 33.47
39	SHAFFER'S AUTO BODY CO INC	2016 FORD EXPLORER REPAIR	\$ 8,890.31
40	TASC	FLEX BENEFIT PLANS	\$ 558.28
41	TONYA BECKER	FALL & WINTER 2018 TRX FUSION INSTRUCTOR	\$ 533.21
42	TRINITY UNITED METHODIST C	ELECTRIC FOR CITY SIGN	\$ 328.74

Cardmember Services (Visa)		
Admin	amazon prime, bitfender security, extension cable, modem,	\$ 153.11
Wastewater	fixed dock ladders, bitfender security, rubber gloves, boots, brush & telescope poles, aux audio jack plug, postage, blue pens, office chair, push button, velcro strips, tape, rubber pump tubing	\$ 972.68
PD	peer support training, bitfender security, gtsb conference, sexual assault training	\$ 708.60
Parks and Rec	food for daddy daughter dance, tshirts, wristbands, bulletin board, scoreboards, medals, vending product, concession products, clips, balls, curtain rods,	\$ 863.72
Streets	exhaust pipe, bitfender security, dewalt grinder, toilet paper	\$ 261.35
Water	y strainer pvc, bitfender security, mirror for water truck, awwa membership, faucet	\$ 520.94
Building & Grounds	blades for snow plow	\$ 149.80
Admin	credit on disputed charges	\$ (599.09)
Library	postage, liquid web, lowes purchase, stallies sweets, fareway	\$ 349.60
Total		\$ 3,380.71

March Report- HR/Administrative Coordinator

I attended the Annual Meeting for the Iowa Governmental Health Care Plan on February 22nd in Johnston. This is the Annual Meeting where the thirty-one members of the Trust gather together to meet. Part of the gathering is the board meeting, of which I am a member. I also was elected to be a part of the Wellness Committee. I'm not sure what that entails, but I'm sure I'll find out soon 😊. The renewal was presented at the meeting, and IGHCP is recommending that we renew with Wellmark BC/BS. The renewal came in at a 5.98% increase. The City Administrator and I will be meeting with the City's account executives from Holmes Murphy and a representative from IGHCP in April to discuss the renewal. With the City being partially self-funded, there might be a chance that we can get the renewal down from 5.98%.

I met with Melynda DeCarlo from The Meyvn Group in Des Moines. I'll be getting together with the City Administrator and possibly the Personnel Committee to discuss options.

Administrative staff processed forty-four passports so far in March. This is a big increase from the thirteen we did in February.

I prepared packets for each Department Head to do performance evaluations. Each packet contains copies of the Performance Evaluation, a copy of the Compensation Policy, and a spreadsheet that shows current staff salaries for their employees and the Salary Matrix that was approved by Council in December. Department Heads should have Performance Evaluations completed by May 1st.

Received one tax match for the Income Offset Program for delinquent ambulance accounts. So, I processed the paperwork to the customer to pay the owed amount. If I don't hear back, then I will notify the Income Offset Program Director to authorize release of funds to the City.

Processed pet licenses.

Submitted monthly IPERS report.

Processed monthly leave accrual and sick leave conversion.

Processed payroll and paid payroll taxes.

Processed and paid monthly insurance premium payments.

Processed claims and prepared claims list for Council and wrote Department Report.

Ordered office supplies for all departments.

Filed paid bills, time sheets, and other forms.

Retrieved and sorted daily mail.

Accepted payments and entered them in Incode.

Processed ambulance payments and submitted them to PCC.

Nord-Kalsem doesn't have any reservations in March and won't have any reservations in April due to the renovations. The Ballard Middle School Bid Letting was held in the Saferoom in March. The Girl Scouts have it reserved, as well, and it's also reserved for a 50th Wedding Anniversary the end of March.

Applicant License Application (LC0044179)

Name of Applicant: <u>claudia longoria</u>		
Name of Business (DBA): <u>victor's mexican restaurant</u>		
Address of Premises: <u>602 n highway 69</u>		
City <u>Huxley</u>	County: <u>Story</u>	Zip: <u>50124</u>
Business	<u>(515) 597-4639</u>	
Mailing	<u>400 hackley ave</u>	
City <u>des moines</u>	State <u>IA</u>	Zip: <u>50315</u>

Contact Person

Name <u>claudia longoria</u>	
Phone: <u>(515) 867-8020</u>	Email <u>victorsmexicanrestaurant@gmail.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 03/13/2019

Expiration Date: 03/12/2020

Privileges:

Class C Liquor License (LC) (Commercial)

Status of Business

BusinessType: <u>Sole Proprietorship</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

claudia longoria-perez

First Name: <u>claudia</u>	Last Name: <u>longoria-perez</u>
City: <u>Des Moines</u>	State: <u>Iowa</u> Zip: <u>50315</u>
Position: <u>owner</u>	
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>

Insurance Company Information

Insurance Company: <u>Illinois Union Insurance Company</u>	
Policy Effective Date: <u>03/13/2019</u>	Policy Expiration <u>03/13/2020</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

AMENDED AND SUBSTITUTED RESOLUTION NO. 19-012

**AMENDED AND SUBSTITUTED RESOLUTION MAKING FINAL DETERMINATION ON
THE SALE OF THE SALE OF LOT 8 IN HUXLEY DEVELOPMENT CORPORATION PLAT 3
AND AUTHORIZING THE EXECUTION OF PURCHASE AGREEMENT BY AND BETWEEN
THE CITY OF HUXLEY AND DZ FLEX SPACE LLC**

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

Lot 8 in Huxley Development Corporation Plat 3 in Huxley, Story County, Iowa (the "Property");
and

WHEREAS, Zachary Binder has presented a Purchase Agreement to the City of Huxley for the purpose of acquiring the Property; and

WHEREAS, the attorney for the purchaser has requested an amended and substituted Resolution showing that DZ Flex Space LLC is the correct name of the purchaser; and

WHEREAS, Zachary Binder has provided documentation confirming the same; 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 Agreements, 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 **DZ Flex Space LLC** 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.

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

PASSED AND APPROVED this 26th day of March 2019.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

AMENDED AND SUBSTITUTED RESOLUTION NO. 19-__

**AMENDED AND SUBSTITUTED RESOLUTION MAKING FINAL DETERMINATION ON
THE SALE OF THE SALE OF LOT 8 IN HUXLEY DEVELOPMENT CORPORATION PLAT 3
AND AUTHORIZING THE EXECUTION OF PURCHASE AGREEMENT BY AND BETWEEN
THE CITY OF HUXLEY AND DZ FLEX SPACE LLC**

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

Lot 8 in Huxley Development Corporation Plat 3 in Huxley, Story County, Iowa (the "Property");
and

WHEREAS, Zachary Binder has presented a Purchase Agreement to the City of Huxley for the
purpose of acquiring the Property; and

WHEREAS, the attorney for the purchaser has requested an amended and substituted
Resolution showing that DZ Flex Space LLC is the correct name of the purchaser; and

WHEREAS, Zachary Binder has provided documentation confirming the same; 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 Agreements, 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 **DZ Flex Space LLC** 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.

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

PASSED AND APPROVED this 26th day of March 2019.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

Huxley Fire and Rescue

104 E. Railway Street
Huxley, Iowa 50124
515.597.2345



**Fire Chief
Chad Anthony**

*Firefighter
firechief@huxleyiowa.org*

**Deputy Fire Chief
Kevin Deaton**

*Firefighter
huxleyfirechief@gmail.com*

**Deputy EMS Chief
Ryan Vincent**

*EMT
huxleyems@gmail.com*

March 5, 2019

Honorable Mayor, Council and Administrator Haldeman

The Fire Department would like to purchase new lockers for the fire department.

We sent out bids to 3 Companies but only received one bid back for \$7,435.00 which would be taken out of our expenditure budget line item numbers 004.5.150.2.6313, 004.5.150.2.6230 and 004.5.150.2.6333.

We are asking for Council approval for this purchase.

Best regards,

Chad Anthony, Fire Chief
Huxley Fire and Rescue

<https://www.huxleyiowa.org>

Huxley Fire and Rescue

104 E. Railway Street
Huxley, Iowa 50124
515.597.2345



**Fire Chief
Chad Anthony**

Firefighter
firechief@huxleyiowa.org

**Deputy Fire Chief
Kevin Deaton**

Firefighter, EMT
huxleyfirechief@gmail.com

**Interim Deputy EMS Chief
Ryan Vincent**

EMT
huxleyemschief@gmail.com

**Secretary
April Tieck**

EMT
april.tieck@huxcomm.net

March 15, 2019

Dear Honorable Mayor, City Council Members, and City Administrator:

With Krista McGinn stepping down as Deputy Chief of EMS, we recently held a re-election for that position. Captain Ryan Vincent won that election and is currently asking for approval from the Mayor and Council members.

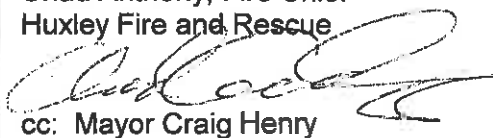
With Captain Vincent living outside of City limits (Ames), we as a Department are asking that you give Ryan a waiver until his lease is done in July. He is currently planning on moving into Huxley around the time his lease ends in July.

He has been on this Department for five years and has the dedication that any other member has for this department. He has served as our Association VP for two terms before stepping down because he was filling in as Interim Deputy Chief of EMS. He also served as EMS Captain since June. When needed, Ryan has stepped up and filled in when a position needed to be filled.

I would recommend that you accept Captain Ryan Vincent's promotion to Deputy Chief of EMS and give him a waiver to Huxley City Code 35.06: Election of Officers.

Best regards,

Chad Anthony, Fire Chief
Huxley Fire and Rescue



cc: Mayor Craig Henry

March 20th, 2019

Mayor Henry and the Huxley City Council
Administrator Haldeman

RE: Delinquent Parking Tickets

Since Huxley Police Department began issuing parking tickets, we have never had a way to collect delinquent tickets. Since the beginning of the year we have issued 32 parking tickets and most of the tickets are for snow removal (\$25 fine). At this point 21 parking tickets have not been paid within the 30-day period and become delinquent. This is very common to have parking tickets not be paid.

On 3-8-18 I met with the newly elected Story County Treasurer Ted Rasmusson. He told me that he could assist Huxley with the collection of delinquent parking tickets through motor vehicle registration renewal. He explained that I would provide him a list of vehicle registration plate numbers assigned to the delinquent parking tickets and he would put a hold on renewing the vehicle registration until the vehicle owner paid the Huxley parking ticket. This would only apply to Iowa registered vehicles and would cost a \$5.00 processing fee. If the Council decided to go this route, I would suggest adding a \$5.00 penalty to delinquent tickets or just raising all fines \$5.00. I would also suggest making several public announcements prior to starting the collection process.

At this time, I am respectfully asking the City Council for its consideration and action to approve the new delinquent parking ticket collection process.

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

Thank you,
Gerry Stoll
Huxley Police Chief

APPLICATION FOR VOLUNTARY ANNEXATION
TO THE CITY OF HUXLEY, IOWA

To: The City of Huxley, Iowa

THE UNDERSIGNED, Dickson D. Jensen and Luann C. Jensen, Owner of all of the property legally described in Exhibit "A" attached hereto and by this reference made a part hereof, respectfully request that the property identified in Exhibit "A" be annexed and become a part of the City of Huxley, Iowa.

Dated: 3-22, 2019.



Dickson D. Jensen



Luann C. Jensen

EXHIBIT "A"

The Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Fourteen (14), Township Eighty-two (82) North, Range Twenty-four (24) West of the 5th P.M., Story County, Iowa.

8201503

January 30, 2019

Huxley City Council
515 North Main Avenue
Huxley, Iowa 50124

RE: Voluntary Annexation Request

Dear Mayor Henry and Huxley City Council Members:

As owner of property located at 56800 Highway 210, I am writing to you in request of voluntary annexation to incorporate 4.58 acres of land into the City of Huxley. This land is located at the southeast corner of the intersection of Interstate 35 and Highway 210 and abuts current Huxley city limits to the land's north side. The land is legally described as follows:

A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31,
TOWNSHIP 82 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF HUXLEY, STORY COUNTY,
IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 31; THENCE SOUTH
89°51'29" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST
QUARTER, 836.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°51'29"
EAST ALONG SAID NORTH LINE, 264.00 FEET; THENCE SOUTH 00°04'23" EAST, 320.98 FEET;
THENCE SOUTH 89°55'37" WEST, 770.61 FEET TO THE EASTERLY RIGHT OF WAY LINE OF
INTERSTATE 35; THENCE NORTH 26°44'29" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE,
197.41 FEET; THENCE NORTH 41°24'32" EAST CONTINUING ALONG SAID EASTERLY RIGHT OF
WAY, 103.60 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY 210; THENCE NORTH
86°32'45" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 349.54 FEET;
THENCE NORTH 00°04'23" WEST, 47.56 FEET TO THE POINT OF BEGINNING AND CONTAINING
4.58 ACRES (199,622 SQUARE FEET). PROPERTY SUBJECT TO ROADWAY EASEMENT
CONTAINING 0.29 ACRES (12,426 SQUARE FEET).

Enclosed with this request, you will find an Annexation Exhibit, which identifies the property's location and its relation to the City of Huxley.

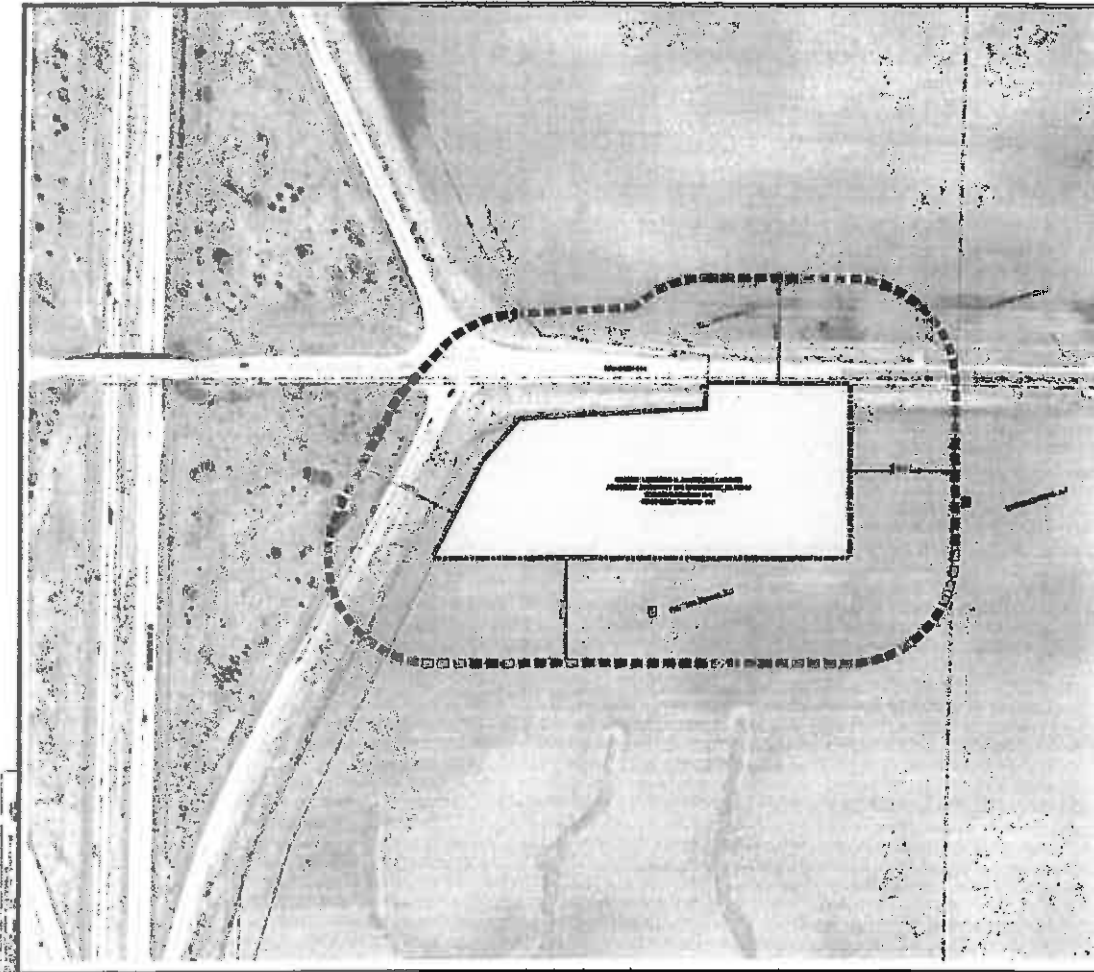
Please consider this request as soon as practical and let me know if you need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Leonard Larson', with a stylized, cursive script.

Leonard Larson

Copy: Emmy Meyer, Kum & Go
Keith Weggen, CDA



PROPOSED ZONING DISTRICTS				
NO.	DISTRICT NAME	AREA (AC)	PERCENTAGE OF TOTAL AREA	PERCENTAGE OF TOTAL POPULATION
1	Residential Single-Family	100.00	100.00	100.00
2	Residential Medium-Density	0.00	0.00	0.00
3	Residential High-Density	0.00	0.00	0.00
4	Commercial	0.00	0.00	0.00
5	Industrial	0.00	0.00	0.00
6	Office	0.00	0.00	0.00
7	Public Use	0.00	0.00	0.00
8	Unincorporated	0.00	0.00	0.00
9	Other	0.00	0.00	0.00
10	Total	100.00	100.00	100.00

PROPOSED ZONING DISTRICTS
 The following table shows the proposed zoning districts for the subject property. The proposed zoning district is shown in the first column, the area of the property in the second column, the percentage of the total area in the third column, and the percentage of the total population in the fourth column.

OWNER
 [Name]
 [Address]
 [City, State, Zip]

APPLICANT
 [Name]
 [Address]
 [City, State, Zip]

REMARKS
 [Text]
 [Text]
 [Text]



0131 - HUXLEY, IOWA
 IA-210
 REZONING EXHIBIT

1 OF 1

TAX REBATE SCHEDULE GUIDELINE FOR NEW CONSTRUCTION OF BUILDINGS FOR COMMERCIAL AND/OR INDUSTRIAL

Net New Full Time Equivalent (FTE) Jobs Created	NET INCREASE IN INCREMENTAL VALUE (NIIV)				
	\$125,000 to \$499,000			\$500,000 to \$999,000	\$1,000,000 and up
	3, 5, 7 Year Property Tax Rebatement %				
	3			5	7
1 to 6 FTE	25%	20%	15%	5 years at 45%	9% of NIIV paid over 7 years
7 to 13 FTE	30%	25%	20%	5 years at 50%	10% of NIIV paid over 7 years
14 to 25 FTE	40%	35%	30%	5 years at 60%	12% of NIIV paid over 7 years
26 or more FTE	50%	40%	35%	5 years at 70%	15% of NIIV paid over 7 years

Redevelopment

Number of new FTEs	2-Year Rebate	Valuation Increase from \$0 to \$124,999
1-4 FTE	25% each year	
5-8 FTE	30% each year	
9-14 FTE	40% each year	
15 -25 FTE	50% each year	
26 + FTE	60% each year	

ALL FINAL DECISIONS ON REQUEST FOR ASSISTANCE WILL BE MADE BY THE HUXLEY CITY COUNCIL. THE HUXLEY CITY COUNCIL WILL HAVE THE FINAL DECISION WHETHER TO GRANT OR NOT TO GRANT ASSISTANCE.



APPLICATION FOR FINANCIAL ASSISTANCE

THE BUSINESS ENTERPRISE HEREINAFTER IDENTIFIED SUBMITS THIS APPLICATION TO THE CITY COUNCIL, OF HUXLEY, IOWA, FOR FINANCIAL ASSISTANCE UNDER CHAPTER 15A OF THE CODE OF IOWA AND IN SUPPORT THEREOF STATE AS FOLLOWS:

1. NAME OF BUSINESS ENTERPRISE: Iowa Earth Works
2. FORM OF ENTITY: ☐ Corporation; ☐ General Partnership; ☒ Limited Partnership; ☐ Sole Proprietorship
3. IF ENTITY IS A CORPORATION OR PARTNERSHIP, ARE COPIES OF ITS ARTICLES ATTACHED? ☐ YES
☒ NO
4. CURRENT BUSINESS MAILING ADDRESS: PO Box 112 Huxley, IA 50124
5. CURRENT HOME MAILING ADDRESS: 54464 306th lane Huxley, IA 50124
6. TAXPAYER ID NUMBER _____ TELEPHONE NUMBER (515) 290-3438
7. NAMES, TITLES AND MAILING ADDRESSES OF TWO PRINCIPAL OFFICERS, PARTNERS OR OWNERS:
Joe Jensen 54464 306th lane Huxley, IA 50124
Maddison Jensen PO Box 112 Huxley, IA 50124
8. IDENTIFY TYPE OF BUSINESS AS EITHER: ☒ COMMERCIAL/RETAIL; OR ☐ MANUFACTURING
9. DESCRIBE BUSINESS IN WHICH ENTERPRISE IS ENGAGED: Construction
10. IDENTIFY LOCATION OF PRINCIPAL BUSINESS ACTIVITY: 516 E. 1st St.
Huxley, IA 50124
11. NUMBER OF YEARS, IF ANY, PRINCIPAL BUSINESS ACTIVITY HAS BEEN LOCATED IN THE CITY OF HUXLEY: 3
12. NUMBER OF PERSONS CURRENTLY EMPLOYED BY BUSINESS ENTERPRISE ON A FULL-TIME BASIS (30 HOURS OR MORE PER WEEK FOR AT LEAST THE PAST 24 WEEKS): 4;
PART-TIME BASIS: 0 (Less than 30 hours)
13. LOCATION AT WHICH ABOVE LISTED PERSONS ARE CURRENTLY EMPLOYED: 516 E. 1st
St. Huxley, IA 50124

14. DESCRIBE PROJECT FOR WHICH FINANCIAL ASSISTANCE IS REQUIRED: Building of
new contractors shop.
15. PROJECT WILL INCREASE NUMBER OF FULL-TIME EMPLOYEES FROM 4 TO 5 AND NUMBER
OF PART-TIME EMPLOYEES FROM _____ TO _____ [THREE YEARS FROM START OF BUSINESS].
16. LIST WAGES OF EMPLOYEES \$40,461 \$32,851 \$37,459 \$68,856
17. DO EMPLOYEES HAVE BENEFITS (IE. INSURANCE)? Health and dental
18. WHAT TYPE OF INSURANCE COVERAGE? Health and dental
19. DESCRIBE HOW PROJECT IS TO BE FINANCED: Local bank
20. HAS COMMERCIAL FINANCING BEEN APPLIED FOR: _____ YES X NO
21. IF NOT, WHY: Ground not purchased yet.
22. DESCRIBE COMMERCIAL FINANCING FOR PROJECT BY NAME OF LENDER AND AMOUNT OF LOAN:
N/A
23. DESCRIBE OTHER GOVERNMENTAL ASSISTANCE FOR PROJECT BY NAME OF AGENCY, NAME OF
PROGRAM AND AMOUNT: N/A
24. DESCRIBE PRODUCTS THAT WILL BE SOLD AS A RESULT OF PROJECT: Construction services
25. ARE THE PRODUCTS THAT WILL BE SOLD AS A RESULT OF THE PROJECT AGRICULTURE RELATED? _____
YES _____ NO X
26. WHERE WILL THE SALES RESULTING FROM THE PROJECT BE MADE? 100 % WITHIN THE STATE;
0 % OUT OF STATE; 0 % OUT OF COUNTRY.

27. LOCATION OF PROJECT SITE: Industrial park

28. DESCRIPTION OF FACILITIES THAT WILL HOUSE THE PROJECT: (square footage of building, type of building, etc.)

to be determined

29. ESTIMATED TAX VALUE OF THE PROJECT GROUND: BEFORE COMPLETION BO AND
AFTER COMPLETION \$550,000

30. WILL PROJECT BUILDING BE NEW CONSTRUCTION? X YES NO. IF THE ANSWER IS NO,
BRIEFLY DESCRIBE IMPROVEMENTS THAT WILL BE MADE TO THE BUILDING FOR YOUR BUSINESS.
ALSO, STATE THE CURRENT TAX VALUE OF STRUCTURE BEFORE IMPROVEMENTS:

31. ESTIMATED TAX VALUE OF THE PROJECT BUILDING UPON COMPLETION:

\$550,000

32. WILL THE BUSINESS ENTERPRISE LEASE THE PROJECT SITE AND FACILITIES? YES X NO. IF THE
ANSWER IS YES, FURNISH THE NAME AND ADDRESS OF THE LANDLORD.

33. ESTIMATED TAX VALUE OF THE IMPROVEMENTS TO BE MADE EITHER IN EXISTING BUILDING THAT YOU
PURCHASED OR LEASED BUILDING?

N/A

34. WILL THE BUSINESS ENTERPRISE OWN THE PROJECT SITE AND FACILITIES? X YES NO.

35. WILL IT BE NECESSARY FOR MUNICIPAL INFRASTRUCTURE IMPROVEMENTS TO BE CONSTRUCTED TO SERVE THE PROJECT SITE? ____ YES X NO. IF YES, DESCRIBE THE IMPROVEMENTS AND EXPLAIN WHY THEY ARE NECESSARY:


36. IS PROJECT LOCATED IN T.I.F. DISTRICT? X YES ____ NO. IF YES, IN WHICH DISTRICT IS IT LOCATED?

37. IN ORDER TO RECEIVE FINANCIAL ASSISTANCE FROM A T.I.F. DISTRICT, WOULD THE APPLICANT BE WILLING TO ENTER INTO AND SIGN A MINIMUM TAX VALUATION AGREEMENT WITH THE CITY OF HUXLEY AND STORY COUNTY? X YES ____ NO.

38. OTHER PERTINENT INFORMATION: _____

ALL FINAL DECISIONS ON REQUEST FOR ASSISTANCE WILL BE MADE BY THE HUXLEY CITY COUNCIL. THE HUXLEY CITY COUNCIL WILL HAVE THE FINAL DECISION WHETHER TO GRANT OR NOT TO GRANT ASSISTANCE.

ON THIS 6 DAY OF Feb, 20 19, ON BEHALF OF THE BUSINESS ENTERPRISE IDENTIFIED ABOVE, I CERTIFY UNDER PENALTY OF PERJURY AND PURSUANT TO THE LAWS OF THE STATE OF IOWA (SECTION 622.1 OF THE CODE) THAT THE PRECEDING IS TRUE AND CORRECT.

 Owner
NAME

Owner
BUSINESS TITLE

Attested:



2-6-19
Date

#550,000 1-new
Base valuation - \$21,400

$$\begin{array}{r} \$550,000 \\ 21,400 \\ \hline \$528,600 / \$1K = \$528,600 \end{array}$$

TIF Levy
 $\$528,600 \times 28.083117 =$
 $\$14,845 \times .45 =$
 $\$6680$

$$\begin{array}{r} \$6680 \times 5\text{-yr} = \\ \$33,400 \end{array}$$



HUXLEY
-- HEART OF THE PRAIRIE --

CITY OF HUXLEY
APPLICATION FOR APPOINTMENT TO BOARDS & COMMISSIONS

The City of Huxley appreciates your interest in serving the community and welcomes your application. Please complete all sections of this application. If you have any questions, please contact the City Clerk's Office at (515) 597-2561. Additional information may be found on the city web site at www.huxleyiowa.org. The City of Huxley is committed to providing equal opportunity for citizen involvement.

Please indicate those Boards and/or Commissions on which you would be willing to serve by checking below:

☐ Library Board of Trustees
☒ Zoning Board Of Adjustments
☐ Planning & Zoning Commission

☐ Tree Board
☐ Parks and Recreation Board
☐ Huxley Volunteer Fire Department

Name: Wilson Tim Wayne Date: 3/21/19
Last First Middle
Address: 1106 Ridgeway Dr. Huxley IA 50124
Street City State Zip
Occupation: Insurance Agent

Employer's Name & Address:

Wilson Insurance Services LLC
602 N Main Ave PO Box 181 Huxley IA 50124

Work Telephone No: 515-597-2140 Hours which you can be reached at this number: 8-5

Home Telephone No: 515-597-4526 Hours which you can be reached at this number: 5-10

Cell Phone No. 515-715-5580 Hours which you can be reached at this number: Anytime

Email: twilson@wilsonins.org

How long have you resided in Huxley? 13 years

Please list any previous Board membership positions (City, Church, School, Professional, etc.) and dates of service:

Huxley Tree Board - 2007 - 2016
Palesine Lutheran Church Council - 2013-2016 2017-Present
Huxley Prairie Fest - 2010-2014 Present

Please indicate below the reasons why you would like to be appointed to a Board or Commission and any specific skills or experience that you believe support your application:

Being a business owner and resident in this community, it's
very important to me to contribute, and keep Huxley a
great place to live.

Please list two references other than a family member:

Name: Clayton Osburn Relationship: Former Boss Phone Number: 515-509-0693
Name: Daryl Dietrich Relationship: Former Co-Worker Phone Number: 515-520-7125

Do you sell to, or are you in any manner a part to, any contract to furnish supplies, material, or labor to the City of Huxley? No If so, please list dates of employment and positions held.

Have you ever been employed by the City? No If so, please list dates of employment and Position(s) held. _____

Do you have relatives working for the City? No If so, please give name and relationship. _____

Please mail completed application to the office of the City Clerk at the following address:

City of Huxley
515 N. Main Ave.
Huxley, IA 50124
ATTN: Jolene Lettow

.....

Mayor Approval: _____

Council Approval Date: _____

Term Start Date: _____ Expiration Date: _____



CITY OF HUXLEY
APPLICATION FOR APPOINTMENT TO BOARDS & COMMISSIONS

The City of Huxley appreciates your interest in serving the community and welcomes your application. Please complete all sections of this application. If you have any questions, please contact the City Clerk's Office at (515) 597-2561. Additional information may be found on the city web site at www.huxleyiowa.org. The City of Huxley is committed to providing equal opportunity for citizen involvement.

Please indicate those Boards and/or Commissions on which you would be willing to serve by checking below:

☐ Library Board of Trustees
☒ Zoning Board Of Adjustments
☐ Planning & Zoning Commission

☐ Tree Board
☐ Parks and Recreation Board
☐ Huxley Volunteer Fire Department

Name: BEGG JEFF Date: 15 MAR 19
Last First Middle

Address: 822 Ballard Av. Huxley IA 50124
Street City State Zip

Occupation: Building Inspector

Employer's Name & Address: SAFE Building Compliance & Tech

Work Telephone No: 515 333-4161 Hours which you can be reached at this number: 8-4

Home Telephone No: _____ Hours which you can be reached at this number: _____

Cell Phone No. 515 291-4199 Hours which you can be reached at this number: 24-7

Email: beggteam@yahoo.com

How long have you resided in Huxley? 6 yrs

Please list any previous Board membership positions (City, Church, School, Professional, etc.) and dates of service:

Church Council - 1998-2003

Please indicate below the reasons why you would like to be appointed to a Board or Commission and any specific skills or experience that you believe support your application:

I believe that my experience as a home builder for 20 yrs + my knowledge of building codes and City of Huxley's Code of Ord. provide a base of understanding flexibility and consistency.

Please list two references other than a family member:

Name: Emily Macky Relationship: co worker Phone Number: 515-333-4161

Name: Ron Graze Relationship: " Phone Number: "

Do you sell to, or are you in any manner a part to, any contract to furnish supplies, material, or labor to the City of Huxley? _____ If so, please list dates of employment and positions held.

Have you ever been employed by the City? NO If so, please list dates of employment and

Position(s) held. _____

Do you have relatives working for the City? NO If so, please give name and relationship.

Please mail completed application to the office of the City Clerk at the following address:

City of Huxley
515 N. Main Ave.
Huxley, IA 50124
ATTN: Jolene Lettow

Mayor Approval: Craig D. Hennig

Council Approval Date: _____

Term Start Date: _____ Expiration Date: _____

COMMUNITY BETTERMENT

RESOLUTION NO. 19-035

**A RESOLUTION ACKNOWLEDGING REQUESTS BY GREENLAND HOMES, INC. AND
DICKSON AND LUANN JENSEN FOR TAX INCREMENT FINANCING ASSISTANCE IN
HUXLEY, IOWA AND DIRECTING STAFF TO ENGAGE BOND COUNSEL**

WHEREAS, the City Council of the City of Huxley, Iowa has received a request from Greenland Homes, Inc. and Dickson and Luann Jensen for Tax Increment Financing for their developments as listed on the attached documents; and

WHEREAS, the City Council of the City of Huxley has adopted a policy for providing financial assistance for infrastructure in Huxley; and

WHEREAS, the City Council of the City of Huxley believes that the proposal by Greenland Homes, Inc. and Dickson and Luann Jensen (Westview Heights) are in the best interest of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUXLEY, IOWA that the City Council approves providing tax increment financing at 100% reimbursement for qualified public infrastructure in the Greenland Homes, Inc. project and the Westview Heights project of Dickson and Luann Jensen.

BE IT FURTHER RESOLVED that the City Administrator is directed to engage Bond Counsel to prepare the required legal proceedings and agreement required in order to provide tax increment financing to Greenland Homes, Inc.

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

PASSED, ADOPTED AND APPROVED this _____ day of March, 2019.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 19-035** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this _____ day of March, 2019.

Craig D. Henry, Mayor

Attest:

Jolene Lettow, City Clerk

To whom it may concern:

Dickson and Luann Jensen are owners of the following real estate parcels located in Huxley's city limits:

SECTION:14 TOWNSHIP:82 RANGE:24 SE SW EX RY HUXLEY

WESTVIEW HEIGHTS PLAT 1 (AG) OUTLOT B HUXLEY

We have owned these 2 parcels for several years, and they are both included in previous developers agreement(s) related to Northview Heights and Westview Heights. We would like to have these parcels removed from any previous developer's agreements – as they have not yet been developed – so that they can be integrated into an exciting new development for the City of Huxley.

In order to accomplish this, we will need to work through a site plan process with the City, and we are actively working on a concept that we hope to present to the pertinent officials during the month of February. We are hopeful that lots can be made available for construction as early as the fall of 2019, weather allowing, and assuming our concepts meet with the stated plans and goals of the City.

It is our intention to ask the City Council to create a developer's agreement that will pledge 100% of infrastructure costs be recoverable through the TIF district. We understand that it is up to the developer to front the costs for such improvements as streets, sewer and water extensions, etc; and we are prepared to complete that process. However, in order to make those lots affordable within this current real estate market, it is necessary for us to work with the City through the TIF process, allowing us to recover those costs over the subsequent years.

Our intent is to present to the marketplace somewhere between 40-45 single family estate lots (.5-8 acres each). We have previously developed Timber Ridge Subdivision, Northview Heights and Westview Heights subdivisions in Huxley, and those have been a great addition to the community.

Please let us know if there is more that we should do in order to begin the development process in town. But please consider this letter our formal request to have these parcels removed from any prior developer's agreements.

We sincerely look forward to working with all of the officials and residents of the city of Huxley. We have asked Roger Wheeler, a local real estate agent in town, to represent us through this process...but certainly let us know if there is something more that we can do to make this project more successful for everyone in town.

Dickson and Luann Jensen

RESOLUTION NO. 19-023

**A RESOLUTION ACKNOWLEDGING REQUEST BY DICKSON D. AND LUANN C. JENSEN
FOR TAX INCREMENT FINANCING IN ACCORDANCE WITH THE INFRASTRUCTURE
INVESTMENT POLICY IN THE CITY OF HUXLEY, IOWA AND DIRECTING STAFF TO
ENGAGE BOND COUNSEL**

WHEREAS, the City Council of the City of Huxley, Iowa has received a request from Dickson and Luann C. Jensen. to add the following 40 acres in Story County, Iowa:

Sec-Twp-Rng 14-82-24
Brief Tax Description SECTION 14 TOWNSHIP 82 RANGE 24 SW SW - 40 acres

to the City's Urban Renewal Area and thereafter provide for Tax Increment Financing on the development on the property; and

WHEREAS, the City Council of the City of Huxley has adopted a policy for providing financial assistance for infrastructure in Huxley; and

WHEREAS, the City Council of the City of Huxley believes that the proposal by Dickson D. and Luann C. Jensen is in the best interest of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUXLEY, IOWA that the City Council will consider providing tax increment financing up to 100% reimbursement for qualified infrastructure in the Dickson D. and Luann C. Jensen project in accordance with the adopted Infrastructure Investment Policy.

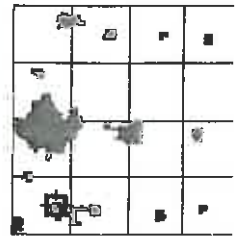
BE IT FURTHER RESOLVED that the City Administrator is directed to engage Bond Counsel to prepare the required legal proceedings and agreement required in order to add the property to the City's Urban Renewal Area and to provide tax increment financing to Dickson D. and Luann C. Jensen.

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

PASSED, ADOPTED AND APPROVED this 12th day of February 2019.



Overview



Legend

- ☐ Parcels
- ☐ Lots
- ☐ Townships
- ☐ Sections
- ☐ Quarter Quarters
- ☐ Corporate Limits
- ☐ Road Centerlines

Parcel ID	1314300300	Alternate ID	1314300300	Owner Address	JENSEN, DICKSON D & LUANN C
Sec/Twp/Rng	14-82-24	Class	A - Agriculture		4611 MORTENSEN RD STE 106
Property Address		Acreage	40		AMES IA 50014
District	60021 - PALESTINE TWP/BALLARD SCH				
Brief Tax Description	SECTION:14 TOWNSHIP:82 RANGE:24 SW SW				
	(Note: Not to be used on legal documents)				

Concerning Assessment Parcels and Platted Lots Within the City of Ames Jurisdiction:

The solid parcel boundary lines represent the legal description as recorded and are not necessarily the official platted lot lines. Dashed lines are official platted lots. If a parcel contains dashed lines, please contact the Ames Planning & Housing Department (515-239-5400) to determine which lines can be recognized for building permit or zoning purposes. If you have questions regarding the legal description or parcel measurements, please contact the Story County Auditor's office (515-382-7210).

Date created: 3/13/2019
Last Data Uploaded: 3/12/2019 11:56:02 PM

Developed by  **Schneider**
GEOSPATIAL

RESOLUTION NO. 19-024

**A RESOLUTION ACKNOWLEDGING REQUEST BY DICKSON D. AND LUANN C. JENSEN
FOR TAX INCREMENT FINANCING IN ACCORDANCE WITH THE INFRASTRUCTURE
INVESTMENT POLICY IN THE CITY OF HUXLEY, IOWA AND DIRECTING STAFF TO
ENGAGE BOND COUNSEL**

WHEREAS, the City Council of the City of Huxley, Iowa has received a request from Dickson D. and Luann C. Jensen to end the development agreement known as the Ballard LLC Development Agreement for the below pieces of property located in Story County, Iowa as follows:

- | | |
|------------------------------|--|
| 1.) Sec-Twp-Rng | 14-82-24 |
| Brief Tax Description | Section 14 Township 82 Range 24 SE SW 37.92 Acres ✓ |
| 2.) Sec-Twp-Rng | 23-82-24 |
| Brief Tax Description | Westview Heights Plat 1 (AG) Outlot B Huxley 9.30 Acres ✓ |

and to provide financial assistance for these properties for public infrastructure improvements; and

WHEREAS, the City Council of the City of Huxley has adopted a policy for providing financial assistance for infrastructure in Huxley; and

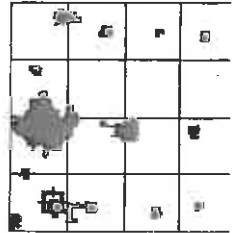
WHEREAS, the City Council of the City of Huxley believes that the proposal by Dickson D. and Luann C. Jensen is in the best interest of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUXLEY, IOWA that the City Council will consider providing tax increment financing up to 100% reimbursement for qualified infrastructure in the Dickson D. and Luann C. Jensen project (properties listed above) in accordance with the adopted Infrastructure Investment Policy.

BE IT FURTHER RESOLVED that the City Administrator is directed to engage Bond Counsel to prepare the required legal proceedings and agreement required in order to provide tax increment financing to Dickson D. and Luann C. Jensen.



Overview



Legend

- ☐ Parcels
- Lots
- ☐ Townships
- ☐ Sections
- ☐ Quarter Quarters
- ☐ Corporate Limits
- Road Centerlines

Parcel ID	1314300405	Alternate ID	1314300405	Owner Address	JENSEN, DICKSON & LUANN
Sec/Twp/Rng	14-82-24	Class	A - Agriculture		4611 MORTENSEN RD STE 106
Property Address		Acreage	37.9		AMES IA 50014
District	06014 - HUXLEY CITY AG/BALLARD SCH				
Brief Tax Description	SECTION: 14 TOWNSHIP: 82 RANGE: 24 SE SW EX RY HUXLEY				
	(Note: Not to be used on legal documents)				

Concerning Assessment Parcels and Platted Lots Within the City of Ames Jurisdiction:

The solid parcel boundary lines represent the legal description as recorded and are not necessarily the official platted lot lines. Dashed lines are official platted lots. If a parcel contains dashed lines, please contact the Ames Planning & Housing Department (515-239-5400) to determine which lines can be recognized for building permit or zoning purposes. If you have questions regarding the legal description or parcel measurements, please contact the Story County Auditor's office (515-382-7210).

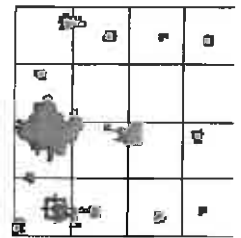
Date created: 3/13/2019

Last Data Uploaded: 3/12/2019 11:56:02 PM

Developed by  **Schneider**
GEOSPATIAL



Overview



Legend

- ☐ Parcels
- - Lots
- ☐ Townships
- ☐ Sections
- ☐ Quarter Quarters
- ☐ Corporate Limits
- Road Centerlines

Parcel ID	1323120000	Alternate ID	1323120000	Owner Address	JENSEN, DICKSON & LUANN
Sec/Twp/Rng	23-82-24	Class	A - Agriculture		4611 MORTENSEN RD STE 106
Property Address	BALLARD DR HUXLEY	Acreage	9.3		AMES IA 50014
District	06014 - HUXLEY CITY AG/BALLARD SCH				
Brief Tax Description	WESTVIEW HEIGHTS PLAT 1 (AG) OUTLOT B HUXLEY (Note: Not to be used on legal documents)				

Concerning Assessment Parcels and Platted Lots Within the City of Ames Jurisdiction:

The solid parcel boundary lines represent the legal description as recorded and are not necessarily the official platted lot lines. Dashed lines are official platted lots. If a parcel contains dashed lines, please contact the Ames Planning & Housing Department (515-239-5400) to determine which lines can be recognized for building permit or zoning purposes. If you have questions regarding the legal description or parcel measurements, please contact the Story County Auditor's office (515-382-7210).

Date created: 3/13/2019

Last Data Uploaded: 3/12/2019 11:56:02 PM

Developed by  **Schneider**
GEOSPATIAL

1-19-19

City of Huxley
515 N Main Ave
Huxley IA, 50124

Greenland Homes Inc.
1680 SW Ankeny Blvd, Suite 2A
Ankeny IA, 50023

RE: Meadow Lane/ Quick Property

OUTLOT Z MEADOW LANE PLAT 3 EAST, AN OFFICIAL PLAT IN THE CITY OF HUXLEY, STORY COUNTY,
IOWA.

Dear Council Members,

We are in the evaluation process pertaining to 40 acres remaining in the Meadow Lane Development that is currently owned by Steve and Annie Quick. We are requesting that council consider granting TIF on this project at the rate of 100%.

We feel this would be a positive addition to the city of Huxley. With TIF this addition would be made feasible and create affordable housing for one hundred Story County families.

Greenland Homes and its principles are humble in asking this request.

Sincerely,



Corey Kautz

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

RESOLUTION NO. 19-036

A RESOLUTION APPROVING THE JOINT AGREEMENT WITH STORY COUNTY FOR THE JOINT PROJECT FOR THE PAVING OF 560TH AVENUE.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Huxley, Iowa hereby approves said copy of agreement which is attached to this Resolution, and the Mayor and City Clerk are authorized and directed to execute same on behalf of the City.

PASSED, ADOPTED AND APPROVED this ____ day of March 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. 19-036** by affixing below my official signature as Mayor of the City of Huxley, Iowa, on this the ____th day of March, 2019.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER
Prepared by: Story County Engineer, 837 N Ave., Nevada, IA 50201; (515) 2382-7355

STORY COUNTY SUPERVISORS RESOLUTION NO. 19-76
CITY OF HUXLEY RESOLUTION NO. 19-036

AGREEMENT FOR GRADING AND PAVING OF 560th AVE. (E63 SOUTH 0.91 MILES)

THIS IS AN AGREEMENT made pursuant to Iowa Code section 28E.12 by and between City and County upon the following terms and conditions:

1. **DEFINITIONS.** When used in this agreement, unless otherwise required by the context:
 - a. **"CITY"** means the City of Huxley, Iowa, a municipal corporation located in the county of Story, state of Iowa.
 - b. **"COUNTY"** means Story County, Iowa, a municipal subdivision of the state of Iowa.
 - c. **"PROJECT"** means the grading, drainage structures, and paving of 560th Ave. from E63 south 0.91 miles.
 - d. **"PLANS"** means the construction drawings and specifications to be prepared by or for CITY and approved by CITY and COUNTY.
 - e. **"ADMINISTRATOR"** means the Public Works Director and/or the City Engineer of Huxley.
 - f. **"AGREEMENT"** means this instrument in its entirety and the PLANS which shall constitute an integral part hereof.

2. DURATION. This agreement shall take effect from the date of its execution by both CITY and COUNTY and shall thereafter continue in full force and effect for such time as shall be necessary to fully accomplish its stated purposes and until it is terminated in accordance with its terms.

3. NO SEPARATE ENTITY. The agreement does not create a separate legal or administrative entity.

4. PURPOSE. The purpose of the agreement is to provide for the joint and cooperative design, construction and contract administration of the PROJECT in Story County inside and outside of the City's corporate limits.

5. CONSTRUCTION BIDS. After the PLANS have been approved by CITY and COUNTY, CITY shall let the PROJECT. Thereafter, and prior to the awarding of any contract for construction of the PROJECT, CITY shall submit to COUNTY for review copies of all bids received along with CITY'S recommendations concerning the award of contracts for construction of the PROJECT.

6. AWARD OF CONTRACTS. After COUNTY has approved CITY'S recommendations concerning the award of contracts for the construction of the PROJECT, CITY may enter into contracts for the construction of the PROJECT. COUNTY will not be a party to the construction contract or the engineering consultant contracts. The County shall review all consultant contracts before CITY approval.

7. SUPERVISION OF CONSTRUCTION. The ADMINISTRATOR shall have general supervisory authority over the PROJECT. COUNTY'S engineer may inspect the PROJECT from time to time at his discretion for purposes of verifying compliance with this agreement.

8. ACCEPTANCE OF CONSTRUCTION. After construction of the PROJECT has been completed in an acceptable manner and so certified by the ADMINISTRATOR and approved by COUNTY, CITY shall formally accept the work performed under the construction contracts.

9. PAYMENT OF PROJECT COSTS. All costs of the PROJECT will be shared equally by CITY and COUNTY, but the maximum total amount that the COUNTY will reimburse to the CITY is \$1,000,000 for this PROJECT. The CITY will bill the COUNTY its portion of reimbursable cost once a month and payment will be made within 30 days of receipt. All invoices to COUNTY must include detailed documentation of reimbursable costs. Within 90 days after CITY'S formal acceptance of the completed PROJECT the CITY shall bill to the COUNTY all remaining reimbursable cost, and final payment will be made to the Contractor. Reimbursable costs shall include costs for engineering, preparation of construction drawings and specifications, construction costs and costs for construction administration and inspections. Each party shall be responsible for the costs of acquiring the required right-of-way for the PROJECT that falls within their jurisdiction as it exists on the date of this agreement.

10. TIMETABLE. COUNTY and CITY shall each proceed with reasonable diligence in the performance of all actions required by them, respectively, under this agreement.

11. TERMINATION. Upon completion of the PROJECT and performance of all actions required by COUNTY and CITY by this agreement, as acknowledged by resolution adopted, respectively, by the Board of Supervisors of COUNTY and the Council of CITY, this agreement shall terminate. Upon completion of the PROJECT the CITY shall accept jurisdiction and control of this segment of roadway.

12. MULTIPLE COPIES. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

PURSUANT TO authority contained in Chapter 28E of the Code of Iowa, and by virtue of a resolution adopted by its Board of Supervisors, COUNTY has caused this agreement to be executed on its behalf on this 5th day of March, 2019.

Moved by: Murken
Seconded by: Olson
Voting aye: Murken, Olson
Voting nay: None
Absent: Rick Sanders
Not voting: None

(SEAL)

STORY COUNTY, IOWA

By 
Lauris Olson, Chair
Board of Supervisors

ATTEST

By 
Lucy Martin, County Auditor

STATE OF IOWA, COUNTY OF STORY, ss:

On the _____ day of _____, 2019, before me, the undersigned, a notary public in and for said state, personally appeared Lauris Olson and Lucy Martin, to me personally known, and who, being by me duly sworn, did say that they are the Chair of the Board of Supervisors and County Auditor, respectively, of the County of Story, State of Iowa; that the seal affixed to the foregoing instrument is the corporate seal of Story County, Iowa; and that the foregoing instrument was signed and sealed on behalf of Story County, Iowa, by authority of its Board of Supervisors, as contained in Resolution adopted by the Board of Supervisors on the _____ day of _____, 2019, and that the said Lauris Olson and Lucy Martin acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of Story County, Iowa.

Notary Public in and for the State of Iowa

PURSUANT TO authority contained in Chapter 28E of the Code of Iowa and by virtue of a resolution adopted by its Council, CITY has caused this agreement to be executed on its behalf on this _____ day of _____, 2019.

CITY OF Huxley, IOWA

(SEAL)

By _____
Craig Henry, Mayor

ATTEST

By _____
Jolene Lettow, City Clerk

STATE OF IOWA, COUNTY OF STORY, ss:

On the _____ day of _____, 2019, before me, the undersigned, a notary public in and for said state, personally appeared Craig Henry and Jolene Lettow, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Huxley, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation; that the said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council, as contained in Resolution adopted by the City Council on the _____ day of _____, 2019, and that the said Craig Henry and Jolene Lettow acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation.

Notary Public in and for the State of Iowa

RESOLUTION NO. 19-037

**RESOLUTION APPROVING THE PROFESSIONAL ENGINEERING SERVICES
AGREEMENT FOR THE DESIGN AND CONSTRUCTION ADMINISTRATION
FOR THE 560TH AVENUE JOINT PAVING PROJECT.**

WHEREAS, there has been an interest in improving the surface and condition of 560th Avenue for further industrial development within Blue Sky Commons and development in adjoining ground; and

WHEREAS, V&K has submitted a proposal for Design and Construction Administration services for this Joint 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 March, 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. 19-037** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this _____ day of March, 2019.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

AGREEMENT

DESIGN AND CONSTRUCTION ADMINISTRATION 560th AVENUE PAVING - BLUE SKY BLVD to E 1ST ST 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 pave 560th Avenue between Blue Sky Boulevard and East 1st Street with said improvements referred to as the "**Project**" or "**560th Avenue Paving – Blue Sky Blvd to E 1st St**", 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 paving of approximately 0.93 miles of 560th Avenue between Blue Sky Blvd and E 1st St. Includes the paving of the south return of the intersection of 560th and E 1st; the straightening of the alignment of 560th south of Sand Cherry Lane; improvements to the Heart of the Iowa Nature Trail where it crosses that part of 560th to be straightened; and miscellaneous storm sewer improvements. 560th will be paved as a 24-foot wide, 9-inch thick, Portland cement concrete roadway with ditches and storm sewers will be installed in the ditches at spot locations. A box culvert will be needed where 560th is to be straightened.
- 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. Includes property surveys for the acquisition of land or right-of-way where 560th is proposed to be straightened.

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. Ten (10) 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. 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. **PROPERTY ACQUISITION AND EASEMENTS.** The Engineers shall prepare legal descriptions and drawings for construction easements and property acquisitions along the proposed improvements. The Engineers will be responsible for meeting with property owners and securing the construction easements and property acquisitions. 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 are 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: plans and specifications for other City projects in the vicinity of the Project.

14. COMPLETION. The Engineers understand the tentative date for the start of construction is Fall 2019 / Spring 2020. The Engineers shall complete the work outlined in this Agreement within a time mutually agreed upon by the City Administrator and Engineers.

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 Fifty-Five Thousand Five Hundred Dollars (\$155,500).
- 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 800 hours of resident review, the total fee for general services during construction and resident review services shall not exceed the sum of One Hundred Twenty-One Thousand Seven Hundred Dollars (\$121,700).
- 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. Geotechnical services and investigation including soil borings.
 - d. Construction testing services.
 - e. 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.
 - f. Services required for the evaluation of and determination to accept defective work by Contractor including required re-design services.
 - g. 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.
 - h. 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

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

RESOLUTION NO. 19-038

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

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

FURTHERMORE, the Huxley City Council authorizes the Mayor to sign agreement as per attached. Copies of signed agreements 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 March, 2019.

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. 19-038** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this _____ day of March, 2019.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

GAS FACILITIES EXTENSION AGREEMENT (ADVANCE)

THIS AGREEMENT, made this 14th day of March, 2019, between **Interstate Power and Light Company**, hereinafter called the Company, and the City of Huxley, hereinafter called the Customer/Developer.

WITNESSETH:

WHEREAS, the Company is engaged in the distribution of gas in the City of Huxley, Iowa; and

WHEREAS, the Customer/Developer is the owner of the following legally described premises: Huxley Development Corporations Plat 3, Huxley, Iowa, as shown on the map attached hereto (marked Exhibit A) and made a part hereof; and

WHEREAS, the Company desires to sell natural gas to the ultimate owners or occupants of the residences, or other buildings being built or installed on said premises, and the Customer/Developer desires to have natural gas available for such residences or other buildings to be used for heating, water heating, cooking and other uses, hereinafter called gas service.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Company agrees to construct, install, maintain and operate natural gas facilities to serve said premises; upon application for gas service made by the owner or occupant of each such building.
2. The Customer/Developer agrees to advance to the Company the estimated cost of construction of gas facilities, as set out in Exhibit B, attached, and the Company agrees to refund to the Customer/Developer the cost of installing the facilities, as set forth in Paragraph 4 below.
3. For the purpose of this agreement, the Company's estimated cost and the Customer/Developer advance for this gas extension are shown on Exhibit B.
4. The Customer/Developer agrees to advance \$8907.47 to the Company payable prior to the commencement of construction. Upon acceptance by the Company of each application for gas service by Customer/Developers along the extensions contemplated herein, the Company shall refund Customer/Developer's advances in accordance with the Company's Gas Tariff Extension policy on file with the Iowa Utilities Board. The Company shall not be obligated to refund more than the original amount advanced and the refunds shall be without interest.
5. The obligation of the Company to make refund to the Customer/Developers shall be null and void after the expiration of ten (10) years from the date of this agreement, and any and all monies remaining unrefunded in the hands of the Company shall then become the sole property of the Company.
6. The Customer/Developer agrees to furnish at his own expense all necessary easements and permits required for the installation of said gas main, and the Customer/Developer

and the Company will cooperate so that said construction and installation can be accomplished in the most economical manner.

7. Title to all gas facilities installed pursuant to this agreement shall be in the Company.

8. Applications for gas service referred to above shall be subject to and pursuant to applicable rules and regulations of the Company effective at the date of said applications with respect to the availability of natural gas and the rates and charges for same.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

INTERSTATE POWER AND LIGHT COMPANY

By_____

Title_____

CUSTOMER/DEVELOPER

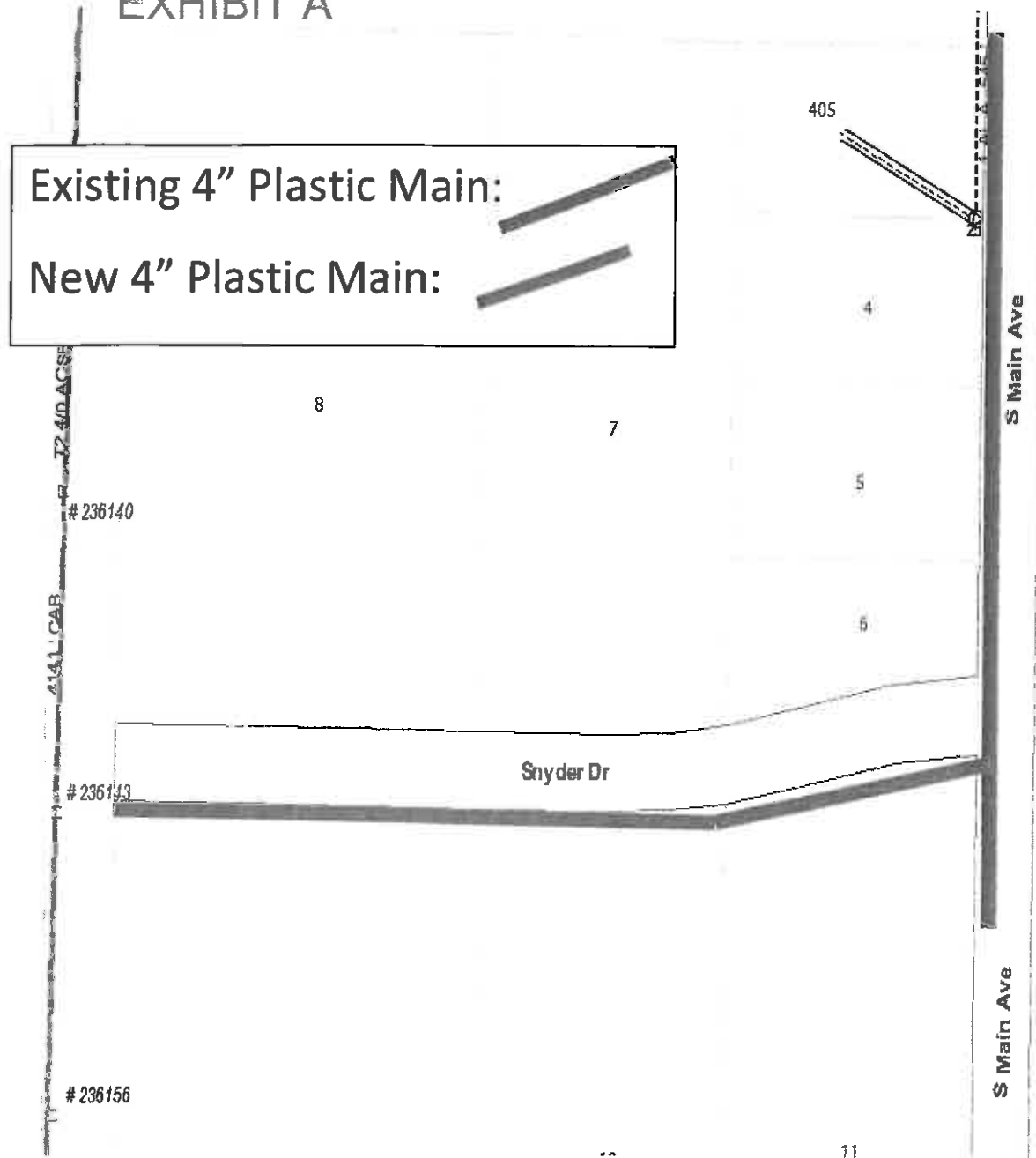
By_____

Title_____

EXHIBIT A

Existing 4" Plastic Main:

New 4" Plastic Main:



Interstate Power & Light Company (Applicable to the Iowa Service Area)

EXHIBIT "B"

ATTACHED GAS FACILITIES EXTENSION AGREEMENT

Customer Name: CITY OF HUXLEY

Date: 3/14/2019

Mailing Address: 515 N MAIN AVE
HUXLEY, IA 50124

Phone # 515-597-2561

Project Address: SYNDER DR
HUXLEY, IA 50124
HUXLEY DEVELOPMENT PARK PHASE 2

NUB Account ID
NUB SA ID
Gas WR # 4165903
Contract #

The gas project contemplated herein is based upon the Company's Standard Charges for installation of new facilities.

Standard Charge Description	Billing Code	Qty	Installed Cost
Distribution			
MAIN PLASTIC - 4"	G-12	700 feet	\$4,060.00
TRENCH/PLOW	I-19	700 feet	\$2,870.00
GAS 3 PERSON CREW SET-UP FEE	G-10	1 each	\$510.00

Total Installed Cost = \$7,440.00
Marginal Estimated Future Revenue Allowance = \$0.00
Total Installed Cost Without Tax Adder = \$7,440.00

Iowa Advance Tax Adder = 19.724%
Tax Adder Amount = \$1,467.47

Total Refundable Advance In Aid of Construction (for Extension) Required = \$8,907.47

COMMENTS:

COST TO EXTEND GAS MAIN TO THE WEST END OF SYNDER DR. COST DOES NOT INCLUDE ADVERSE CONDITIONS SUCH AS NON-DIGGABLE ROCK, TREE ROOTS, EXCESSIVE MUD, ETC. IF ADVERSE CONDITIONS OCCUR DURING CONSTRUCTION ADDITIONAL CHARGES WILL APPLY.

Pricing valid for 30 calendar days. (until 04/13/2019)



INTERSTATE POWER AND LIGHT COMPANY
Applicable to the Iowa Service Area

Electric Facilities Extension Agreement (Advance by Cash Deposit)

Contract No.

This agreement made this 14 day of March, 2019 by and between Interstate Power and Light Company, an Iowa corporation headquartered at 200 First Street SE, Cedar Rapids, Iowa, (hereinafter referred to as "the Company") and City of Huxley, a corporation/partnership/proprietorship with principal offices at City of Huxley, State of Iowa, (hereinafter referred to as "the Customer/Developer"):

WITNESSETH,

WHEREAS, the Company is engaged in the distribution of electricity in the State of Iowa, and

WHEREAS, the Customer/Developer is the owner of the following legally described premises: Huxley Development Corporations Plat 3, Iowa, as shown on the map attached hereto (marked Exhibit A) and made a part hereof and;

WHEREAS, the Company desires to sell electricity to the owners or occupants of the residences, or other buildings being built or installed on said premises, and the Customer/Developer desires to have electricity available for such residences or other buildings, hereinafter called "Electric Service".

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Company agrees to construct, install, maintain and operate electric distribution facilities to serve said premises upon application for Electric Service made by the owner or occupant of each such residence or other building.
2. Thirty (30) days prior to the commencement of construction, by the Company of electric distribution facilities, the Customer/Developer shall execute this agreement and shall advance to the Company the estimated cost of construction of electric distribution facilities, as set out in Exhibit B attached.
3. Upon acceptance by the Company of each attachment for Electric Service by Customers/Developers along the extensions specifically contemplated in Exhibit B, the Company shall refund amounts, in accordance with the Company's current electric tariff on file with the Iowa Utilities Board, three (3) years estimated revenue minus the revenue for recovery of fuel and energy efficiency program costs for the said three (3) years. The Company shall not be obligated to refund more than the original amount advanced and the refunds shall be without interest.
4. The obligation of the Company to make refunds to the Customer/Developer shall be null and void after the expiration of ten (10) years from the date of the advance, and any and all monies remaining unrefunded in the hands of the Company shall then become the sole property of the Company.
5. The Customer/Developer agrees to furnish at his own expense all necessary easements and permits required for the installation of said electric extensions. Prior to

electric facilities installation the customer/developer agrees to install lot pins and have existing grade within six inches of final grade. The Customer/Developer and the Company will cooperate so that said construction and installation can be accomplished in the most economical manner.

6. The Customer/Developer agrees to physically mark the location of all obstacles on Customer/Developer's site that lie underground within ten feet of proposed excavation. Such obstacles may include, but are not limited to, septic and sewer systems, buried wire for out-buildings or decorative lighting, drain tiles and LP gas lines. The Customer/Developer shall mark the location of all such obstacles with stakes or flags or by painting the ground prior to and maintained until commencement of the proposed excavation. The Customer/Developer accepts full responsibility for any and all damage to, or damage caused by, Company or its contractor striking any such underground obstacles the Customer/Developer fails to mark or marks incorrectly.
7. Title to all electric facilities installed pursuant to this agreement shall be in the Company.
8. Applications for Electric Service referred to above shall be subject to and pursuant to applicable rules and regulations of the Company as contained in its tariff effective at the date of said applications with respect to the availability of Electric Service and the rates and charges for same.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

INTERSTATE POWER AND LIGHT COMPANY

By _____

Title _____

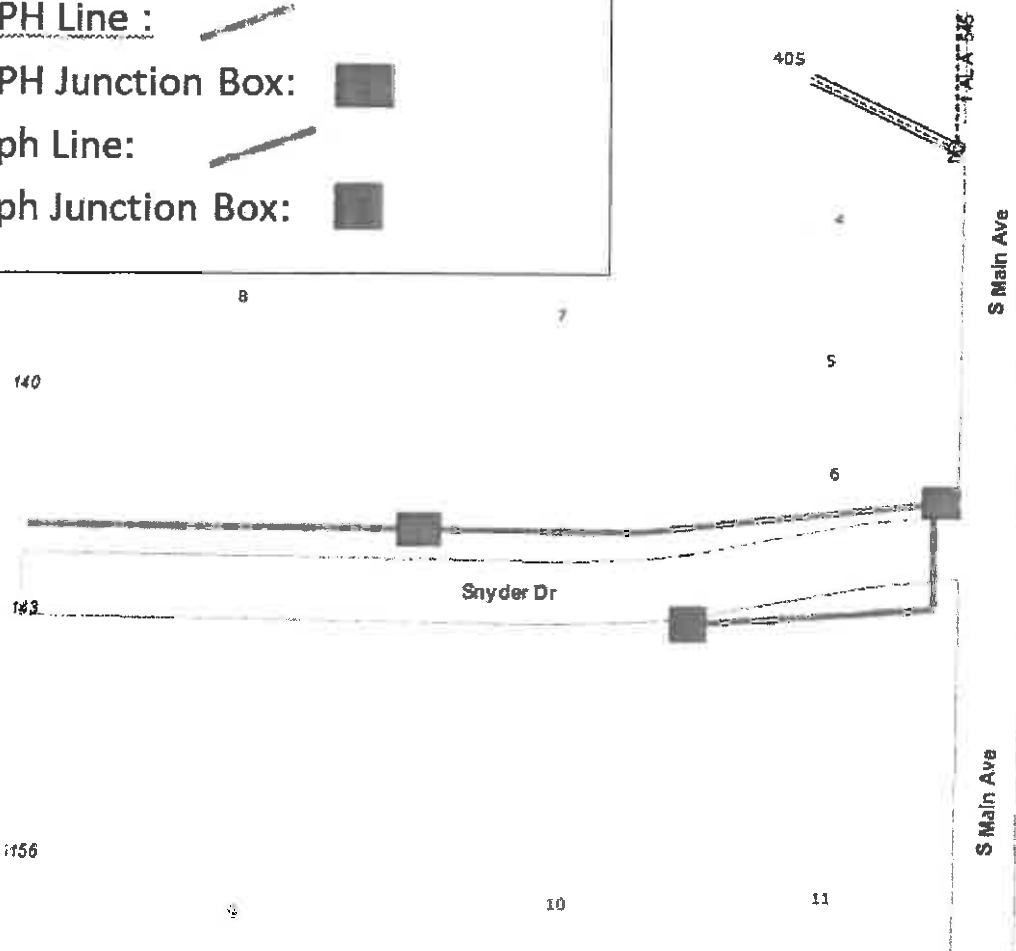
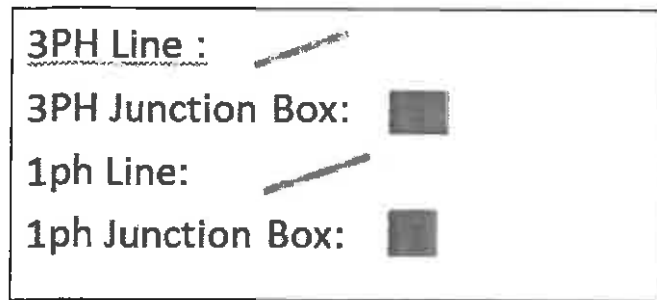
CUSTOMER/DEVELOPER

Tax ID # _____

By _____

Title _____

EXHIBIT A



Interstate Power & Light Company (Applicable to the Iowa Service Area)

EXHIBIT "B"

ATTACHED ELECTRIC FACILITIES EXTENSION AGREEMENT

Customer Name: CITY OF HUXLEY

Date: 3/14/2019

Mailing Address: 515 N MAIN AVE
HUXLEY, IA 50124

Phone # 515-597-2561

Project Address: SNYDER DR
HUXLEY, IA 50124
HUXLEY DEVELOPMENT PARK PHASE 2

NUB Account ID
NUB SA ID
Electric WR # 4165902
Contract #

The electric project contemplated herein is based upon the Company's Standard Charges for installation of new facilities.

Standard Charge Description	Billing Code	QTY	Installed Cost
Distribution			
1 PHASE CABLE ONLY - UNDERGROUND PRIMARY - #2 AL	E-26	350 feet	\$805.00
1 PHASE JUNCTION BOX	E-29	1 each	\$2,303.00
3 PHASE CABLE - UNDERGROUND PRIMARY - #2 AL	E-48	1,000 feet	\$6,700.00
3 PHASE JUNCTION BOX - 200 AMP	E-50	2 each	\$8,068.00
TRENCH/PLow	I-19	1,300 feet	\$5,330.00
DIRECTIONAL BORING - 2"	I-10	50 feet	\$810.00
DUCT - PVC 2" # of Ducts = 1	I-12	50 feet	\$140.00
LABOR - CABLE PULLING (PER FOOT PER DUCT) # of Ducts = 1	I-06	50 feet	\$135.00
ELECTRIC 3 PERSON CREW SET-UP FEE (OH OR UG)	E-22	1 each	\$739.00

Total Installed Cost = \$25,030.00
Marginal Estimated Future Revenue Allowance = \$0.00
Total Installed Cost Without Tax Adder = \$25,030.00

Iowa Advance Tax Adder = 19.016%
Tax Adder Amount = \$4,759.70

Total Refundable Advance In Aid of Construction (for Extension) Required = \$29,789.70

COMMENTS:

COST TO EXTEND THREE PHASE AND SINGLE PHASE PRIMARY ALONG WITH 2 3 PHASE JUNCTION BOXES AND 1 SINGLE PHASE JUNCTION BOX THROUGHOUT SNYDER DR. COST DOES NOT INCLUDE ADVERSE CONDITIONS SUCH AS NON-DIGGABLE ROCK, TREE ROOTS, EXCESSIVE MUD, ETC. IF ADVERSE CONDITIONS OCCUR DURING CONSTRUCTION ADDITIONAL CHARGES WILL APPLY.

Pricing valid for 30 calendar days. (until 04/13/2019)

RESOLUTION NO. 19-040

**RESOLUTION APPROVING THE PROFESSIONAL ENGINEERING SERVICES
AGREEMENT FOR THE WATER TREATMENT FACILITY EXPANSION STUDY
PAVING OF THE 560TH AVE. JOINT PAVING PROJECT.**

WHEREAS, there has been an interest in improving Huxley's capability in the treatment of water: and

WHEREAS, with the growth Huxley has been experiencing the Council has elected to find out where improvements need to be made: and

WHEREAS. V&K has submitted a proposal for the study of this question; 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 March, 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. 19-040** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this _____ day of March, 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)

March 19, 2019

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

CITY OF HUXLEY, IOWA
WATER TREATMENT FACILITY EXPANSION STUDY
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

Enclosed are two copies of the proposed engineering services agreement for the Water Treatment Facility Expansion Study 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', written over a horizontal line.

Forrest S. Aldrich

FSA:dml
0-03
Enclosures

AGREEMENT FOR PROFESSIONAL SERVICES

WATER TREATMENT FACILITY EXPANSION STUDY 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 offices in West Des Moines, Iowa, party of the second part, hereinafter referred to as the **Engineers**,

WITNESSETH; THAT WHEREAS, the City of Huxley currently owns and operates water supply and water treatment facilities to serve the needs of the City of Huxley, and

WHEREAS, the City of Huxley continues to experience residential and commercial growth, resulting in continuing increases in average daily and peak day pumpage, and

WHEREAS, the City of Huxley has determined it appropriate to develop projections of water demand for the period 2020 through 2040 and to determine the most appropriate method of providing water supply and treatment for the City of Huxley through the 20 year planning period, and

WHEREAS, the City desires to complete an analysis and evaluation, and the development of a long range water treatment plant and water supply study with said analysis being referred to as the **Water Treatment Facility Expansion Study** or the "**Project**", and

WHEREAS, the City has selected the Engineers to perform professional services on the Project and to prepare the report on the water treatment facility and water supply.

NOW, THEREFORE, It is agreed by and between the parties hereto the City retains the Engineers to provide professional services as set forth hereinafter for the Project. Such agreement shall be subject to the following terms and conditions, to wit:

- 1. SCOPE OF STUDY.** The study and analysis will include, but not necessarily be limited to, the following:
 - a. Compile and review all available information on the existing water supply and water treatment facility.
 - b. Evaluate the capacity of the existing water sources during average conditions and dry weather conditions with minimal yield.
 - c. Evaluate the existing water treatment plant capacity.

- d. Review and evaluate the City's existing water pumpage to determine average day and peak day conditions.
- e. Develop and project future average day and peak day pumpage requirements through the year 2040.
- f. Based on existing and future water demand, determine the water supply and water treatment requirements of the City for average day and peak day conditions.
- g. Evaluate methods to optimize the capacity and performance of the existing water supply and water treatment plant.
- h. Identify and review regulatory standards for water quality which will impact water supply and water treatment.
- i. Identify alternatives for water treatment technologies based on the water quality objectives and size of treatment plant.
- j. Develop cost estimates and phased implementation recommendations for water treatment and supply.
- k. Working in consultation with the City seek outside funding through grant and loan funding.
- l. Develop and prepare draft report on Water Treatment Facility Expansion Study. The draft report will set forth the findings of the study and recommended alternatives.
- m. Review draft report with the City of Huxley and incorporate appropriate modifications based on review and comment by the City.
- n. Prepare and present the final report.

It is understood and agreed the exact scope of work tasks may be modified by mutual agreement during the course of the study. The goal of the study is to identify a long term plan for water treatment and water supply to meet the needs of the City of Huxley.

2. **REPORT DATA.** The City shall provide all available records and information which would assist the Engineers in the completion of the study. It is understood and agreed the Engineers shall be primarily responsible for review and research of existing data.

3. **REPORT CONFERENCES.** During the course of the performance of the study, the Engineers will meet with City staff on a regular basis to review the data evaluation and recommendations of the study.
4. **REPORT.** The Engineers shall provide 5 copies of the preliminary draft report and 10 copies of the final report.
5. **COMPENSATION.** The fees for services under this Agreement shall be on the basis of the standard hourly fees of the Engineers personnel actually engaged in the performance of the services, plus direct out-of-pocket expenses. The services under this Agreement shall not exceed the sum of Thirty-four Thousand Eight Hundred Dollars (\$34,800). The fees for services under this Agreement shall be due and payable on a monthly basis as invoiced by the Engineers on the basis of work completed.
6. **SERVICES NOT INCLUDED.** Services not included under this Agreement include the following:
 - a. Geotechnical analysis and investigation of the water supply.
 - b. Preparation of any working drawings or contract documents, preparation of plans and specifications or taking of bids for any project recommended as part of this Agreement.
 - c. Any services associated with litigation or claims resolution resulting from the final adoption of the report by the City. Any additional services as a result of litigation or claims resolution shall be considered Extra Work.
7. **CHANGES.** If, after the report is completed and approved by the City, the Engineers are required to change the report because of changes made by the City, the Engineers shall receive additional compensation for making such changes. The compensation for such changes shall be based upon the standard hourly fees plus expenses for personnel of the Engineers actually engaged in making the changes.
8. **EXTRA WORK.** Fees stated in this Agreement cover the specific services outlined in this Agreement for the Project. If the City requires additional services of the Engineers in connection with the Project, such additional compensation shall be at the standard hourly fees for personnel of the Engineers, plus expenses for personnel engaged in the authorized extra work. The fee for such services shall be billed and payable monthly.

9. 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.

10. 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 City of Huxley is not to be named as an additional insured.

***Claims made basis

11. TERMINATION. Should the City abandon the Project before the Engineers have completed their work, the Engineers shall be paid proportionately for the work and services performed until the date of termination

12. ASSIGNMENT. This Agreement and each and every portion thereof shall be binding upon the successors and assigns of the parties hereto.

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 Adkins

By Debora M. Luke

WORKSESSION

March 20th, 2019

Mayor Henry and the Huxley City Council
Administrator Haldeman

RE: Delinquent Parking Tickets

Since Huxley Police Department began issuing parking tickets, we have never had a way to collect delinquent tickets. Since the beginning of the year we have issued 32 parking tickets and most of the tickets are for snow removal (\$25 fine). At this point 21 parking tickets have not been paid within the 30-day period and become delinquent. This is very common to have parking tickets not be paid.

On 3-8-18 I met with the newly elected Story County Treasurer Ted Rasmusson. He told me that he could assist Huxley with the collection of delinquent parking tickets through motor vehicle registration renewal. He explained that I would provide him a list of vehicle registration plate numbers assigned to the delinquent parking tickets and he would put a hold on renewing the vehicle registration until the vehicle owner paid the Huxley parking ticket. This would only apply to Iowa registered vehicles and would cost a \$5.00 processing fee. If the Council decided to go this route, I would suggest adding a \$5.00 penalty to delinquent tickets or just raising all fines \$5.00. I would also suggest making several public announcements prior to starting the collection process.

At this time, I am respectfully asking the City Council for its consideration and action to approve the new delinquent parking ticket collection process.

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

Thank you,
Gerry Stoll
Huxley Police Chief

City of Huxley

Fleet Safety Program (Non-DOT)

Purpose

The operation of motor vehicles is a necessary part of City of Huxley business. The operation of motor vehicles exposes our company to the risk of loss – through injury to employees or the general public, damage to property and to our company's overall reputation. Therefore, as a part of management's commitment to operate all aspects of the business in a safe and responsible manner, we have created the following Fleet Safety Program.

The purpose of this Fleet Safety Program is to detail the policies and procedures City of Huxley takes to minimize the frequency and severity of vehicle accidents. All employees are required to follow the procedures outlined in this program. Any deviations from this program must be immediately brought to the attention of the Fleet Safety Program Administrator.

Scope

This policy applies to all drivers of company-owned, leased, rented or borrowed vehicle and all drivers of non-owned company vehicles while being operated on company business regardless of the amount of time spent in the vehicle.

The Fleet Safety Program Administrator is responsible for the program's implementation, management and recordkeeping requirements.

Program Responsibilities

Management. The management of City of Huxley is committed to the Fleet Safety Program. Management supports the efforts of the Fleet Safety Program Administrator by pledging financial and leadership support towards the identification and control of hazards related to motor vehicle operation.

Fleet Safety Program Administrator. The Program Administrator reports directly to upper management and is responsible for this program. All driver selection, vehicle maintenance, training and other program components will be coordinated under the direction of the Program Administrator in collaboration with management. The Program Administrator monitors the results of the program to determine needed modifications or additional areas of focus. The Program Administrator also performs the following duties:

- Evaluates applicants to determine if they are eligible to drive our vehicles or other vehicles on company business
- Authorizes those persons who are allowed to operate vehicles
- Ensures vehicles are maintained in safe condition
- Develops and enforces fleet safety rules and policies
- Investigates all vehicle accidents and recommends any necessary corrective actions
- Annually reviews this written program and makes any changes needed. Documents the annual review on the proper forms (found in **Appendix A**) and submits the report to upper management

Employees. Every employee of City of Huxley is responsible for conducting himself/herself in accordance with this program. Employee involvement is an essential element to the success of our fleet safety efforts. Employees may be solicited for their input regarding vehicle selection, safety features, training programs and other topics related to this program.

Driver Selection

City of Huxley will check the driving history of all applicants through the use of a Motor Vehicle Record (MVR) before they are granted driving privileges and obtain an updated MVR for all approved drivers annually thereafter. MVRs will also be checked whenever an employee is involved in a motor vehicle accident. A driver list is maintained and updated annually, including the last date of an MVR for each driver. The approved drivers' list will be recorded on the proper form found in **Appendix B** and maintained by the Program Administrator.

Employees will be prohibited from operating vehicles on company business under any of the following conditions:

- Employee is under 18 years of age
- Employee does not have a valid driver's license, or the license has been suspended or revoked
- Employee does not have at least one year of verifiable driving experience
- Employee's MVR indicates more than two at-fault accidents, or three moving violations, or two moving violations plus one at-fault accident in the past three years
- Employee's MVR indicates any one of the following major violations within the past five years:
 - Driving under the influence
 - Reckless driving/speed contests
 - Hit and run
 - Vehicular manslaughter/homicide
 - Leaving the scene of an accident
 - Fleeing/eluding a police officer
 - Passing a stopped school bus
 - Speeding 15 or more miles over the speed limit
 - Refusing a chemical test
 - Operating with a suspended or revoked license
- Employee has tested positive in an alcohol or drug test while in our employment

Authorized Vehicle Use

The Program Administrator determines who is authorized to operate vehicles on company business. No employee or nonemployee (for example, an employee's spouse or child) is allowed to operate a company vehicle, or their own vehicle on company business, unless the Program Administrator has authorized that person to drive. Before any nonemployee is permitted to use a company vehicle, he or she must meet the same qualifications as those for employees. Use of company vehicles by employees and nonemployees under the age of 18 is prohibited.

Vehicle Maintenance

To extend the useful life of vehicles, regular inspections and maintenance will be completed on all company owned and operated vehicles per the manufacturer's recommendations. If during an inspection any of the items are found "not okay," the vehicle will be removed from service until it can be repaired or replaced. All problems must be promptly reported to the Program Administrator. Each driver will inspect the vehicle before each use. The inspection will consist of all items listed in the Vehicle Self-Inspection Report (form located in **Appendix C**). All vehicle Self-Inspection Reports will be submitted to the Program Administrator within one business day.

In states that require emissions testing, all vehicles will comply with the state's requirements.

Driver Safety Rules

All motor vehicle operators must obey all state laws and posted signs when operating vehicles. In addition, the following rules must be followed at all times.

Cell Phones and Other Distractions. The use of handheld or hands-free cell phones, or other devices that take attention away from the driving task, are prohibited when driving company vehicles. Passengers may use devices only if the use will not be distracting to the driver. Cell phone calls should be made prior to or at the completion of a trip. If a call must be made during a trip, drivers must pull into a safe location and stop before making the call. If the driver receives an incoming call while driving, they must allow the call to go to voicemail and return the call when stopped in a safe location. Eating while driving is prohibited. Nonalcoholic drinks may be consumed with great discretion and only in situations where driving hazards are minimal (i.e., not in traffic, through road construction, etc.)

Seat Belts. Seat belts must be properly worn by all drivers and passengers while the vehicle is in operation. Children being transported in a company vehicle must remain properly secured in a child safety seat or booster seat according to state law.

Drugs and Alcohol. Drivers will not operate a motor vehicle at any time when his/her ability is impaired, affected or influenced by alcohol, illegal drugs, medication, illness, fatigue or injury. The sale, purchase, transfer or possession of any controlled substance (except medically prescribed drugs) is strictly prohibited while using a company vehicle, while on the company premises or while engaged in company business.

Severe Weather. Extreme caution must be exercised when driving in severe weather conditions. If a driver has any doubt about the safety of travel, they must contact their supervisor or the Program Administrator for guidance.

Radar Detectors. The use of radar detectors or any other device with the purpose of detecting or interfering with police radar is prohibited.

Glass. Damaged glass should be reported immediately to the Program Administrator. To reduce windshield damage, drivers will:

- Keep a safe distance between vehicles, especially on gravel roads
- Use clean, greaseless, dry cloths to wipe the windshield
- Replace worn wiper blades as soon as they begin to streak
- Use plastic or rubber ice scrapers, never metal

Towing. Only vehicles specifically approved for towing by the Program Administrator may be used to tow trailers of any size or type.

Traffic Violations and Citations

Drivers are responsible for all citations received. Traffic citations must be reported to the Program Administrator as soon as possible. The Program Administrator will review the driving privileges of any employee charged with a serious offense. Disciplinary action may include warnings, probation or suspension of driving privileges. For those jobs that require operation of a company vehicle, loss of driving privileges may result in termination.

Vehicle Accident Investigation. Vehicle accident investigations are handled internally and may utilize external documents such as police reports. Vehicle accident reports are to be filled out by the driver and returned to the Program Administrator as soon as reasonably possible. The Program Administrator will determine accident preventability and the proper course of disciplinary action that might be necessary. The Program Administrator will also determine if additional training is needed to prevent similar accidents from occurring in the future. Trends in types of accidents or multiple accidents by the same driver will receive additional scrutiny, as they may signal the need for additional training or changes to driver selection procedures.

When in an accident, drivers must:

- Stop your vehicle and protect the scene to prevent a secondary accident.
- Call for medical assistance and assist any injured people, if necessary.
- Call the police and the Program Administrator or supervisor as soon as possible.
- Locate any witnesses and get important information from them. If possible, get names, addresses and phone numbers.
- Exchange pertinent information with other drivers.
- Take photos of the accident.
- Fill out a vehicle accident report form and send it to the Program Administrator (forms are in **Appendix D**).
- Never admit fault or apologize. Apologies could be interpreted as an admission of fault.
- Never argue with other drivers or witnesses.
- Never argue with the police.
- Never make a statement to the media. Refer them to the Program Administrator.
- Never discuss details of the incident with anyone except a representative of City of Huxley or the police.
- Report every accident no matter how small to the Program Administrator.

Vehicle Accident Report forms must be kept in each company vehicle for use after an accident. If the vehicle you are driving does not have a Vehicle Accident Report form in it, contact the Program Administrator.

Periodic Program Review

At least annually, the Program Administrator will conduct a program review to assess the progress and success of the Fleet Safety Program. The review will consider the following:

- Evaluation of all training programs and records
- The frequency and severity of vehicle accidents during the previous year
- The need for changes to the Fleet Safety Program, based on evaluation of the program and results
- The need for changes to the driver selection/disqualification criteria

Record Retention

All records will be retained for 3 years years.

Revision History

02/23/2019

Appendix A – Annual Evaluation Report

Date of Evaluation:	Evaluated by (list all present):
Written Program Reviewed: Yes No	
Comments on Written Program:	
Do vehicle accident records indicate a need for additional employee training on the program? Yes No	
The following content was added/modified/removed from the written program: 	
Comments:	

Appendix B – Driver List

Those listed below have been authorized to operate motor vehicles on company business and have received instruction regarding the City of Huxley Fleet Safety Program.

[illegible]

Appendix C – Vehicle Self-Inspection Report

If an item is defective, check the box and give details in the remarks section.

Inspection Completed By:					Date:	
Vehicle Make:		Model:		Year:		No.:
Beginning Mileage:				Ending Mileage:		
Not OK	OK	Before Starting Engine		Not OK	OK	After Starting Engine
		Body				Brakes
		Brake/head/tail/clearance lights				Parking brake
		Direction signals/emergency flashers (4-way)				Engine/drive train
		Mirrors (inside and outside)				Gauges (oil/fuel/temp/air)
		Windows/windshield				Heater/defroster/air conditioner
		Wheels and tires				Speedometer
		–Air pressure to manufacturers recommendation				Steering
		–Minimum of $\frac{3}{16}$ inch tread depth				Transmission
		–No visible sign of the tire deterioration				Other:
		Windshield wipers and washers				
		Horn				
		Seat belts (all seating positions)	Remarks:			
		Seats securely fastened to the floor				
		Battery				
		Belts/hoses				
		Fluid levels/leaks				
		Muffler and exhaust system				
		License plate(s)				
		Suspension system				
		Fire extinguisher				
		First aid kit				
		Reflectors/flags/flares				
		Other:				

Condition of above vehicle is ☐ Satisfactory ☐ Unsatisfactory

Signature: _____

TO PASSENGERS AND OTHERS

My employer requires that I report details of all accidents. If you witnessed this one, please assist me by writing your name below. Write a brief description of your version of the accident on the reverse side, even if you consider me at fault.

Name _____

Home Address _____ Tel. _____

Business Address _____ Tel. _____

Date _____ 20 _____

THE ACCIDENT

Date: _____ Hour: _____ I saw _____

Location: _____

On which side of the street were you?

Driving which way?

How far from curb?

Did you sound horn? ☐ Yes ☐ No

Were your lights lit? ☐ Yes ☐ No

Condition of weather:

Road conditions:

Describe how accident occurred:

DAMAGE TO PROPERTY OF OTHERS

Name of owner:

Address:

Name of owner:

Address:

Driver's

License No.

Name of Insurance Company

Policy Number:

Nature of Damage:

INJURED PERSONS

Name:

Address:

Nature of injuries:

Where taken after accident:

By Whom:

Attending Physician:

Address:

Name:

Address:

Nature of injuries:

Where taken after accident:

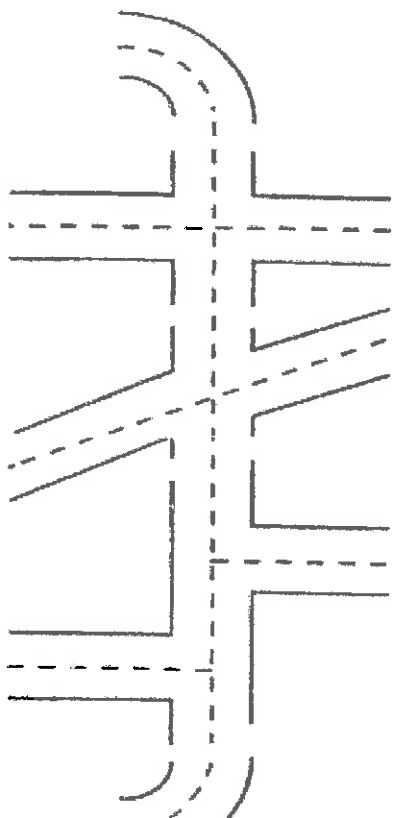
By Whom:

Attending Physician:

Address:

ACCIDENT DIAGRAM

Show names of streets, locations of vehicles, travel directions of vehicles, and prominent objects. Clearly indicate the direction of North.



INSTRUCTIONS:

1. Use solid line to show path of vehicle before accident.
2. Use dotted line to show path of vehicle after accident.
3. Number each vehicle and show direction of travel with an arrow.
4. Show pedestrians with an X

Police Officer Information

Accident Report Number

Officer Name(s) & Badge Number(s)

EMC
Provided by
Insurance Companies

Count
EMC

3025-10-01

ACCIDENT REPORT FORM

Keep this form in your vehicle.
Complete the report in case of accident
and return promptly to:

DRIVER'S RESPONSIBILITY

Any driver involved in a traffic accident is responsible for completing an accident report. Following an accident, the driver must contact the Fleet Manager and collect all information requested on the accident report form. Even minor accidents should be brought quickly to management's attention in order to protect against potential claims.

Your accident report and conduct at the accident scene is very important. What is said and done at the accident scene can either help or hinder the successful settlement of an accident case. All drivers must know and understand what to do and say, and be equipped to handle situations as they arise.

The following steps should be taken at the scene of a traffic accident in which you are involved:

1. Stop the vehicle immediately and shut off engine. Failure to stop at the scene of an accident in which you are involved is a criminal offense which may subject you to the penalty of a fine in addition to disciplinary action by your employer.
2. Turn on the 4-way flashers and (if available) set out emergency flares, reflectors or cones in accordance with DOT regulations - one marker 100 feet in each direction from the scene and one near the source. If the accident occurs near a curve or hill crest, set the markers further away, but not further than 500 feet from the scene.
3. Assist any injured person, but DO NOT move them unless absolutely necessary to prevent further injury (i.e., from fire). Keep any injured person as warm and quiet as possible while waiting for the arrival of emergency personnel.
4. See if all help, such as police and ambulance, are summoned to the scene.
5. If you are the victim of a hit-and-run or if the other party of an accident refuses to remain at the scene or give you information, notify the police and give them all the details you can. This way, your report is kept on the police log and protects you if the other party tries to make a claim against you at a later date.
6. Be polite. Provide only the information on your driver's license and the insurance card in your accident packet. DO not offer information concerning the accident to anyone except the police.
7. Complete the accident report form and return it to the Fleet Manager as promptly as possible. The following information must be recorded:

Appendix E – Annual Motor Vehicle Driver’s Certificate of Violations

I _____ certify that the following is a true and complete list of traffic violations (other than parking violations) for which I have been convicted or forfeited bond or collateral during the past 12 months.

Date	Offense	Location (City/State)	Type of Vehicle Operated

If no violations are listed above, I certify that I have not been convicted or forfeited bond or collateral on account of any violation required to be listed during the past 12 months.

Driver Signature

Date

ANNUAL REVIEW OF DRIVING RECORD

I certify that I have carefully reviewed the driving record of _____ to determine whether or not he or she meets the minimum requirements for safe driving specified in this program or is disqualified to drive a commercial motor vehicle.

In reviewing this driver's record, I certify that I have considered any evidence that the driver has violated any company rules or applicable regulations. I have considered the driver's accident record and any evidence that the driver has violated laws governing the operations of motor vehicles. I have given great weight to violations that indicate that the driver has exhibited a disregard of the safety of the public and company policies, such as speeding, reckless driving, and operating while under the influence of alcohol or drugs.

A copy of the response from each state agency inquired is attached. This form shall be maintained in the driver's qualification file.

Reviewer Name

Review Date

Title

Reviewed By Signature