

CITY OF HUXLEY

TUESDAY--- JUNE 25, 2019, CITY COUNCIL CHAMBERS

AGENDA

CITY COUNCIL MEETING – 6:00 PM

PUBLIC NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF HUXLEY, IOWA, WILL MEET IN THE CITY COUNCIL CHAMBERS 515 N. MAIN AVE., HUXLEY, IOWA, FOR THEIR REGULAR COUNCIL MEETING AT 6:00 PM ON TUESDAY THE 25TH DAY OF JUNE, 2019 TO DISCUSS THE MATTERS ENUMERATED IN THE AGENDA LISTED BELOW.

QUORUM PRESENT

- 1.0) COMMENTS FROM THE PUBLIC AND RECEIVING OF PETITIONS AND/OR WRITTEN COMMUNICATIONS TO THE CITY COUNCIL ON AGENDA AND NONAGENDA ITEMS.
- 2.00) PRESENTATION(S): NONE
- 3.00) PROCLAMATION(S): NONE
- 4.00) PUBLIC HEARING(S):

- 1.) ON THE QUESTION OF AMENDING THE URBAN RENEWAL PLAN FOR THE HUXLEY URBAN RENEWAL AREA TO FACILITATE THE UNDERTAKING OF A NEW URBAN RENEWAL PROJECT IN THE HUXLEY URBAN RENEWAL AREA CONSISTING OF PROVIDING TAX INCREMENT FINANCING SUPPORT TO IOWA EARTH WORKS LLC (THE "COMPANY") IN CONNECTION WITH THE CONSTRUCTION OF A NEW COMMERCIAL WORKSHOP BUILDING FOR USE IN THE COMPANY'S BUSINESS OPERATIONS.

- a.) Mayor Opens Hearing
- b.) Discussion
- c.) Motion to Close Hearing

- 2.) APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND IOWA EARTH WORKS LLC (THE "COMPANY") IN CONNECTION WITH THE CONSTRUCTION BY THE COMPANY OF A NEW COMMERCIAL WORKSHOP BUILDING AND IN THE HUXLEY BUSINESS PARK FOR USE IN ITS BUSINESS OPERATIONS IN THE HUXLEY URBAN RENEWAL AREA, WHICH AGREEMENT PROVIDES FOR CERTAIN FINANCIAL INCENTIVES IN THE FORM OF INCREMENTAL PROPERTY TAX PAYMENTS TO THE COMPANY IN A TOTAL AMOUNT NOT EXCEEDING \$34,000 AS AUTHORIZED BY SECTION 403.9 OF THE CODE OF IOWA.

- d.) Mayor Opens Hearing
- e.) Discussion
- f.) Motion to Close Hearing

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:
JUNE 11, 2019 – Regular Council Meeting**
- 5.02) TO APPROVE FINANCIAL REPORTS AND PAYMENT OF BILLS.**
- 5.03) TO APPROVE BEER, WINE AND LIQUOR LICENSES, CIGARETTE PERMIT RENEWALS.**
- 5.04) TO RECEIVE AND FILE JOHN HALDEMAN'S NOTICE OF RETIREMENT.**
- 5.05) RESOLUTION NO. 19-081 APPROVING AMENDMENT TO THE EMPLOYMENT AGREEMENT JOHN HALDEMAN.**

AGENDA ITEMS:

6.00) COMMUNITY BETTERMENT:

- 6.01) DISCUSSION AND POSSIBLE ACTION ON SECOND READING OF ORDINANCE #495 REGARDING AN ORDINANCE TO CHANGE THE ZONING ON PROPERTY OWNED BY DICKSON AND LUANN JENSEN AND LEGALLY DESCRIBED AS WESTVIEW HEIGHTS PLAT 1. WAIVING OF THE THIRD READING**
- 6.02) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 19-082 TO APPROVE URBAN RENEWAL PLAN AMENDMENT FOR THE HUXLEY URBAN RENEWAL AREA FOR THE IOWA EARTH WORKS DEVELOPMENT AGREEMENT.**
- 6.03) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 19-083 APPROVING DEVELOPMENT AGREEMENT WITH IOWA EARTH WORKS LLC, AUTHORIZING ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS AND PLEDGING CERTAIN TAX INCREMENT REVENUES TO THE PAYMENT OF THE AGREEMENT"**
- 6.04) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 19-084 ON APPROVING PUBLIC RIGHT-OF-WAY ENCROACHMENT AGREEMENT FOR THE PURPOSE OF CONSTRUCTING A WHEELCHAIR RAMP.**
- 6.05) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 19-085 ON APPROVING THE AMENDING OF THE AMENDED SITE PLAN LAST APPROVED FOR INNOVATIVE TECHNOLOGIES.**
- 6.06) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 19-086 ON CONSULTING ENGINEER PROPOSAL FOR FY 2020 CIP WATER AND STREET IMPROVEMENTS.**
- 6.07) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 19-087 AN AMENDED RESOLUTION ANNEXING A CERTAIN PARCEL OF REAL ESTATE OWNED BY LEONARD LARSON AND LEONA LARSON AT THE SE CORNER OF I-35 AND HW 210.**

7.00) PUBLIC SAFETY:

- 7.01) DISCUSSION AND POSSIBLE ACTION ON **FIRST READING OF ORDINANCE NO. 500** AMENDING CURRENT ORDINANCE REGARDING FIREWORKS TO COMPLY WITH THE STATE CODE.

8.00) FINANCE:

- 8.01) DISCUSSION AND POSSIBLE ACTION ON **RESOLUTION NO. 19-088** ON APPROVING FY 20 SALARIES.
- 8.02) DISCUSSION AND POSSIBLE ACTION ON **RESOLUTION NO. 19-089** ON APPROVING CONSULTANT CONTRACT FOR HIRING CITY ADMINISTRATOR.
- 8.03) DISCUSSION AND POSSIBLE ACTION ON **RESOLUTION NO. 19-090** ON APPROVING PURCHASE OF LED LIGHTS FOR THE WASTEWATER PLANT.
- 8.04) DISCUSSION AND POSSIBLE ACTION ON **RESOLUTION NO. 19-091** ON APPROVING CONTRACT WITH AEDC FOR FY 2020.

9.00) LEISURE ACTIVITIES: NONE

10.00) ADMINISTRATIVE BUSINESS: NONE

COMMENTS FROM STAFF, COUNCIL AND MAYOR.

ADJOURNMENT

POSSIBLE 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.) DEVELOPMENT/INCENTIVES
- 2.) OFFER ON LOT IN PRAIRIE RIDGE
- 3.) WORKSESSION LIST

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

PUBLIC HEARINGS

Proof Of Publication In
THE AMES TRIBUNE

STATE OF IOWA, STORY COUNTY,ss.

I, Scott Anderson, on oath depose and say that
I am Publisher of **THE AMES TRIBUNE**,
a daily newspaper, published at Ames,
Story County, Iowa; that the annexed printed

CITY OF HUXLEY

PH On Proposed Urban Renewal Plan Amendment

was published in said newspaper
1 time(s) on June 4, 2019
the last of said publication
was on the 4th day of June, 2019

Scott Anderson

Kimberly Nelsen



Notary Public
sworn to before me and subscribed in my
presence by Scott Anderson on this
the 4th day of June, 2019

COST: \$17.61
AD #: 1243782
ACCT: 34042

#1243782
**NOTICE OF PUBLIC HEARING ON
PROPOSED URBAN RENEWAL
PLAN AMENDMENT**

Notice Is Hereby Given: The City Council of the City of Huxley, Iowa, will meet at Huxley City Hall, on June 25, 2019, at 6 o'clock pm, at which time the City Council of the City of Huxley, Iowa, will hold a public hearing on the question of amending the urban renewal plan for the Huxley Urban Renewal Area to facilitate the undertaking of a new urban renewal project in the Huxley Urban Renewal Area consisting of providing tax increment financing support to Iowa Earth Works LLC (the "Company") in connection with the construction of a new commercial workshop building for use in the Company's business operations. A copy of the amendment is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Jolene Lettow, City Clerk

Published in the Ames Tribune on
June 4, 2019 (1T)

Proof Of Publication In
THE AMES TRIBUNE

STATE OF IOWA, STORY COUNTY, ss.

I, Scott Anderson, on oath depose and say that
I am Publisher of **THE AMES TRIBUNE**,
a daily newspaper, published at Ames,
Story County, Iowa; that the annexed printed

CITY OF HUXLEY

PH - Iowa Earth Works LLC

was published in said newspaper
1 time(s) on June 4, 2019
the last of said publication
was on the 4th day of June, 2019

Scott Anderson

Kimberly Nelsen



Notary Public
sworn to before me and subscribed in my
presence by Scott Anderson on this
the 4th day of June, 2019

COST: \$28.67
AD #: 1243783
ACCT: 34042

#1243783

**NOTICE OF MEETING FOR
APPROVAL OF DEVELOPMENT
AGREEMENT WITH IOWA EARTH
WORKS LLC AND AUTHORIZATION
OF ANNUAL APPROPRIATION TAX
INCREMENT PAYMENTS**

The City Council of the City of Huxley, Iowa, will meet at the Huxley City Hall, on June 25, 2019, at 6 o'clock pm., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Iowa Earth Works LLC (the "Company") in connection with the construction by the Company of a new commercial workshop building and in the Huxley Business Park for use in its business operations in the Huxley Urban Renewal Area, which Agreement provides for certain financial incentives in the form of incremental property tax payments to the Company in a total amount not exceeding \$34,000 as authorized by Section 403.9 of the Code of Iowa.

The Agreement to make incremental property tax payments to the Company will not be a general obligation of the City but will be payable solely and only from incremental property tax revenues generated within the Huxley Urban Renewal Area. Some or all payments under the Development Agreement may be made subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the City Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Huxley, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Jolene Lettow, City Clerk

Published In the Ames Tribune on
June 4, 2019 (1T)

CONSENT AGENDA

Huxley City Council Minutes

Tuesday, June 11, 2019

These minutes are as recorded by the Deputy 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: Roberts, Jensen, Peterson, Kuhn, Mulder (by phone)

CITY STAFF PRESENT: John Haldeman-City Administrator, Amy Kaplan-Deputy City Clerk, Jeff Peterson-Public Works Director, Gerry Stoll-Police Chief, Kevin Deaton-Assistant Fire Chief, Cathy Van Maanen-Library Director

CONSULTANTS PRESENT: Forrest Aldrich - City Engineer, Amy Beattie-City Attorney

GUESTS PRESENT: Darrold Primmer, Matt Eller, Roger Wheeler, Andrew Gogerty, Kristina Brekke, Steve Quick, Novana Brown, Shane Griffin, Ryan Jimenez, Bruno Zugay, Dustin Ingram

COMMENTS FROM PUBLIC: Matt Eller, Pro Commercial, 405 South Main, requested a sidewalk waiver. This request will be on the June 25th meeting agenda for action.

Ryan Jimenez, City Powersports, 602 North Main Ave, requested a zoning variance to grant the ability to display equipment on the grass to the southeast of his property. Council directed Ryan to have his landlord submit a rezoning application.

Kristina Brekke, Bomber Fireworks, requested that the City adopt the State Law on fireworks. She provided a petition signed by members of the community. This request will be on the June 25th meeting agenda for action.

Novana Brown, Huxley Fire and Rescue, asked the council to consider a paid Fire Chief or Fire Position. Council requested supporting documents to prove the need for a paid position.

CONSENT AGENDA:

MOTION-Jensen, Second - Roberts to approve all agenda items excluding 5.02 which includes financial reports and payment of bills.

- Approve May 28th, 2019 Council Meeting minutes
- Approve Beer, Wine and Liquor Licenses, Cigarette Permit Renewals.
- Approve Resolution 19-080 to approve amended and substituted resolution making final determination on the sale of lots 1 and 2 in the Huxley Development Corporation Plat 3 and authorizing the execution of purchase agreement with DSI Properties Iowa LLC.

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

MOTION-Peterson, Second - Roberts to approve financial reports and payment of bills. Roll Call: Kuhn, Roberts, Peterson, Mulder voted yes. Jensen-abstained. Motion carried.

Claims:

A-TEC RECYCLING, INC	RECYCLING OF LIGHT BULBS	224.68
ABSTRACT AND TITLE SERVICE	ROOT OF TITLE HDC PLAT 2	0.00
AFLAC	AFLAC	4.00
ALLIANT ENERGY	GAS AND ELECTRIC	8,776.69
ARNOLD MOTOR SUPPLY	AUTO SUPPLIES	88.74
AVA VANCE	YOUTH SOCCER REFEREE	60.00
BALLARD LITTLE LEAGUE	1/3 OF BATTING CAGE	240.00
BEAU WARG	YOUTH SOCCER REFEREE	120.00
BRICK GENTRY P.C.	DEVELOPMENT	6,828.00
CADEN MILLER	YOUTH SOCCER REFEREE	50.00
CENTRAL IOWA LAWN & LANDSC	MOWER PARTS	37.89
CENTRAL STATES BANK & ROGE	CENTRAL STATES BANK & ROGER WH	22,170.28

CLINTON H. THOMPSON
 COMPASS MINERALS AMERICA
 COMPUTER RESOURCE SPECIALI
 CUMMINS SALES AND SERVICE
 DALTON DAVIES
 DELTA DENTAL PLAN OF IOWA
 DICKSON & LUANN JENSEN
 EBS
 EDWARD JONES
 ELECTRIC WHOLESALE CO.
 FAREWAY STORES, INC.
 FAST LANE MOTOR PARTS, LLC
 FIDELITY SECURITY LIFE
 GARBAGE GUYS
 GENERAL INSURANCE AGENCY
 GRAINGER
 HAWKINS, INC.
 INTEGRATED PRINT SOLUTIONS
 INTERNAL REVENUE SERVICE
 IOWA CITY/COUNTY MGMT. ASS
 IOWA IRRIGATION
 IPERS
 JAYLIN WHITE BUFFALO
 KEMPKER'S TRUE VALUE AND R
 KERRIE MULDER
 KEVIN SCHULZE
 LINCOLN FINANCIAL GROUP
 LOGAN MULDER
 LOWE'S
 MANATTS
 MARTIN MARIETTA MATERIALS
 MASS MUTUAL RETIREMENT SER
 MEADOW LANE INVESTMENTS, L
 MIDWEST BREATHING AIR SYST
 MIDWEST CURB GRINDING, LLC
 MR. STORAGE, LLC
 NICK PEARSON
 NOVA FITNESS EQUIPMENT
 PCC AN AMBULANCE BILLING S
 PEYTON ELLIOTT
 SAFE BUILDING COMPLIANCE &
 SIERRA KNIGHT
 SOUTH STORY BANK & TRUST
 SPRINGER PROFESSIONAL HOME
 STAPLES ADVANTAGE
 STAR EQUIPMENT LTD.
 STORY COUNTY RECORDER
 TASC
 TASC - CLIENT INVOICES
 TREASURER, STATE OF IOWA
 VEENSTRA & KIMM, INC.
 VISIONBANK

BASKETBALL LEAGUE OFFICIAL 200.00
 COARSE ROCK SALT 3,493.68
 COMPUTER WORK 414.99
 TROUBLESHOOT GENERATOR 316.80
 YOUTH SOCCER REFEREE 20.00
 DENTAL INSURANCE 1,513.12
 DICKSON & LUANN JENSEN 200,548.01
 MEDICAL INSURANCE 16,225.78
 IRA 250.00
 PARTS FOR NORD KALSEM 17.17
 FAREWAY STORES, INC. 16,774.11
 PART FOR FIRE TRUCK 20.14
 VISION INS 296.02
 CENTENNIAL PARK 137.50
 4/1/19-4/20/20 TYPHOON FIRE TR 1,860.00
 SOLENOID VALVE 89.34
 WATER TREATMENT CHEMICALS 1,732.20
 PUBLIC WORKS SUMMER SHIRTS 600.00
 FED WITHOLDING TAX 13,244.47
 DUES RENEWAL 150.00
 IOWA IRRIGATION 1,634.29
 IPERS 15,107.22
 BASKETBALL SCOREKEEPER 50.00
 SEE ATTACHED 1,187.74
 TRAVEL REIMBURSEMENT 15.66
 BASKETBALL LEAGUE OFFICIAL 75.00
 DISABILITY INSURANCE 1,146.40
 YOUTH SOCCER REFEREE 120.00
 RAKES, SHOVELS, BLADES, SUPPLI 386.93
 CONCRETE FOR STREET PATCHING 1,415.00
 ROCK FOR CENTENNIAL WEST 1,139.88
 DEFERRED COMPENSATION 200.00
 MEADOW LANE INVESTMENTS, LLC 18,071.14
 QUARTERLY AIR TEST 178.75
 E 4TH ST & PRAIRIE RIDGE DR 650.00
 MR. STORAGE, LLC 5,909.07
 BASKETBALL LEAGUE OFFICIAL 200.00
 FITNESS EQUIPMENT REPAIRS 278.76
 FEBRUARY BILLING 229.06
 YOUTH SOCCER REFEREE 20.00
 BUILDING INSPECTIONS 61,513.84
 YOUTH SOCCER REFEREE 20.00
 SOUTH STORY BANK & TRUST 23,724.61
 MONTHLY PEST CONTROL 84.00
 OFFICE SUPPLIES 549.16
 PACKING & GASKETTS 225.24
 MAY RECORDINGS 95.00
 FLEX BENEFIT PLANS 558.28
 JULY FLEX PLAN ADMIN FEES 69.82
 STATE WITHOLDING 3,885.00
 WESTVIEW HEIGHTS PRELIM PLAT 82,622.35
 VISIONBANK 4,895.28

	<u>Fund Expenses</u>	<u>Fund Revenues</u>
001 GENERAL FUND	100,012.62	
002 LIBRARY	4,708.98	39,050.85
003 RECREATION	5,246.50	15,185.67
004 FIRE AND RESCUE	2,499.15	
006 CEMETARY		200.00
014 AMBULANCE	2,147.89	2,231.58
110 STREET	11,157.46	
125 TIF	293,726.79	
339 560 th Avenue Paving	21,855.00	
343 KUM N GO	56,850.00	
402 Main Ave Stormwater	216.50	
600 WATER UTILITY	16,256.71	55,634.87
610 SEWER UTILITY	8,933.49	60,850.75
PAYROLL/MISC	59,049.08	153,730.41
GRAND TOTAL	582,660.17	

AGENDA:

Motion – Peterson, Second – Roberts to table the third reading of Ordinance #495 to change the zoning on property owned by Dickson and Luann Jensen and legally described as Westview Heights Plat 1, until a recommendation on the preliminary plat is received from Planning & Zoning. Roll Call: Roberts, Kuhn, Peterson, Mulder voted yes. Jensen- abstained. Motion Carried.

Motion –Peterson, Second – Jensen to approve a settlement from Halbrook for the 2015 US 69/Timberlane Drive Water Main Improvement Project. Roll Call: Roberts, Kuhn, Jensen, Peterson, Mulder voted yes. Motion Carried.

Motion – Roberts, Second – Jensen to amend Resolution 19-075 to conditionally approve rural residential subdivision final plat for Thompson Farm Subdivision with direction to Story County to consider a thirty-foot trail easement. Roll Call: Kuhn, Mulder, Roberts, Peterson, Jensen voted yes. Motion carried.

Motion – Peterson, Second – Roberts on conditionally approving rural residential subdivision final plat for Wuebker Deerfield Subdivision 2nd addition. Roll Call: Mulder, Roberts, Peterson, Jensen, Kuhn voted yes. Motion carried.

Motion – Peterson, Second – Mulder to amend Resolution 19-077 to delete fence and direct staff to work with Landscapes by Design to create a design for the north edge of the parking lot at the 3C's building. Jeff Peterson is to be the lead on this project. Roll Call: Roberts, Kuhn, Peterson, Jensen voted yes; Mulder voted no. Motion carried.

7:00 PM- Mulder left the meeting.

Motion- Peterson, Second- Roberts to approve Resolution 19-078 approving the Public Safety Network Contract. Roll Call: Roberts, Kuhn, Peterson, Jensen voted yes. Mulder- absent. Motion carried.

Motion- Roberts, Second- Kuhn to amend Resolution 19-079 approving the city's share of the Story County Housing Trust Fund to clarify the funds are to be taken out of the general fund in the FY20 budget. Roll Call: Roberts, Kuhn, Peterson, Jensen voted yes. Mulder- absent. Motion carried.

Motion-Roberts, Second- Jensen to approve John Haldeman and Craig Henry to the Story County Economic Development Group. 4 ayes, 0 nay. Motion carried.

Miscellaneous

Police Chief Stoll thanked Council for passing the Public Safety Network contract.

Cathy Van Maanen reported that the remodel of the Library is coming along nicely. 5,000 books and five shelves have now been moved.

Deputy Fire Chief Deaton reported that Chief Anthony resigned. Nominations and election to follow.

Jeff Peterson received an inquiry regarding the installation of a wheelchair ramp at a residence from the street to the front door. Council instructed Peterson to first get an agreement with the homeowner to install, maintain and remove the ADA compliant ramp once it is not needed.

Forrest Aldrich updated council on the sewer and water plans for Kum & Go and also indicated that the repairs to the pond owned by Steve Quick on Meadow Lane are now complete.

Rick Petersen indicated that the budget committee met to discuss the budget. All purchase orders need to be in by June 1st to be on the FY19 budget.

Roberts thanked Gerry for going to the parade in Cambridge and requested an update if the sidewalk on East 4th had been poured.

Jensen requested Council Chamber enhancements such as a better sound system, microphones, and new chairs for a start. Jensen has visited other council chambers in the surrounding communities and indicated that Huxley could use some modernization. Jensen requested that the sidewalk discussion be placed on a worksession in July.

CLOSED SESSION:

Motion- Roberts, Second – Jensen to go into closed session at 7:22 PM under Iowa Code Section Chapter 21.5 (1) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation. That individual requested a closed session. Motion- Peterson, Second- Roberts to come out of closed session at 7:37 PM.

ADJOURNMENT: Motion – Roberts, second – Jensen to adjourn meeting at 7:38 pm. 4 ayes, 0 nays. Motion carried.

WORK SESSION: The Huxley City Council met in a work session 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 7:43 pm.

COUNCIL MEMBERS PRESENT: Peterson, Roberts, Kuhn, Jensen

CITY STAFF PRESENT: John Haldeman-City Administrator, Amy Kaplan-Deputy City Clerk,

CONSULTANTS PRESENT: Dustin Ingram-AEDC

Dustin Ingram from Ames Economic Development Corporation was in attendance to discuss the City's intent to create an Economic Development program and to allocate funds for development. Dustin will draft a resolution.

Council directed staff to pull out site plans on South Main and Snyder Drive to look for "future sidewalks."

Council directed staff to put the Fireworks ordinance on the June 25th agenda to potentially amend the ordinance.

ADJOURNMENT: Motion – Jensen, Second- Kuhn to adjourn meeting at 8:27pm. 4 ayes, 0 nays. Motion carried.

Attest:

Craig D. Henry, Mayor

Jolene Lettow, City Clerk

6-25-19 Council Claims

	A	B	C
1	VENDOR NAME	DESCRIPTION	GROSS AMOUNT
2	ACCUJET LLC	CUTTING TAPS, INSTALL LINERS	\$ 35,586.10
3	AFLAC	AFLAC	\$ 4.00
4	AMES LOCK & SECURITY	REKEYED NORD KALSEM	\$ 357.20
5	ANKENY SANITATION	CITY TRASH PICKUP	\$ 229.57
6	BAKER & TAYLOR ENTERTAINME	BOOKS	\$ 542.88
7	BUD'S AUTO REPAIR INC	VEHICLE SERVICE	\$ 700.37
8	BW EXTERIOR SOLUTIONS	NEW ROOF FOR WWTP-HAIL DAMAGE	\$ 87,214.19
9	CAPITAL SANITARY SUPPLY CO	JANITORIAL SUPPLIES	\$ 308.02
10	CARDMEMBER SERVICE	SEE ATTACHED	\$ 7,029.21
11	CASEY'S GENERAL STORES INC	GASOLINE	\$ 1,627.08
12	CLINTON H. THOMPSON	BASKETBALL LEAGUE OFFICIAL	\$ 175.00
13	CONSUMERS ENERGY	GAS AND ELECTRIC	\$ 10,052.61
14	D & K PRODUCTS	AMM SULFATE	\$ 1,600.00
15	DELTA DENTAL PLAN OF IOWA	DENTAL INSURANCE	\$ 1,513.12
16	DMACC BUSINESS RESOURCES	ANKENY WATER CONFERENCE	\$ 750.00
17	DOLAN OLSON	JANITORIAL SUPPLIES	\$ 25.63
18	DOLLAR GENERAL-REGIONS 410	SUPPLIES	\$ 99.15
19	EBS	MEDICAL INSURANCE	\$ 16,977.65
20	EDWARD JONES	IRA	\$ 250.00
21	ENDERSON ELECTRIC, LLC	SURGE PROTECTOR FOR WWTP	\$ 1,165.00
22	FIDELITY SECURITY LIFE	VISION INS	\$ 333.41
23	FJELLAND, MATT	YOUTH TENNIS INSTRUCTOR	\$ 1,399.63
24	GLEN FARRAND	BASKETBALL LEAGUE OFFICIAL	\$ 75.00
25	HACH COMPANY	PROBE FOR BIOSOLIDS	\$ 1,984.55
26	HEARTLAND CO-OP	CHEMICALS AND FOAM BUSTER	\$ 192.60
27	HOKEL MACHINE SUPPLY	CHAIN CONNECTOR	\$ 3.20
28	HOMES BY ADVANTAGE LLC	BUILDING PERMIT DEPOSIT REFUNDS	\$ 2,000.00
29	HUBER FENCING LLC	PICKET FENCE IN LIBRARY	\$ 2,264.28
30	HUXLEY COMMUNICATIONS COOP	PHONE, INTERNET, CABLE	\$ 1,373.79
31	INNOVATIONAL CONCEPTS, INC	GEOTHERMAL SYSTEM TREATMENT	\$ 132.50
32	INTERNAL REVENUE SERVICE	PAYROLL TAXES	\$ 12,601.95
33	IOWA DOT	TWO BOXES OF NUTS & JANITOR SUPPLIES	\$ 180.20
34	IOWA ONE CALL	EMAIL LOCATES	\$ 69.30
35	IOWA STATE UNIVERSITY	IDRO FEE FOR SERVICE PROJECT	\$ 2,250.00
36	IPERS	IPERS	\$ 15,244.75
37	JAYLIN WHITE BUFFALO	BASKETBALL LEAGUE SCOREKEEPER	\$ 80.00
38	LINCOLN FINANCIAL GROUP	DISABILITY & LIFE INSURANCE	\$ 1,146.40
39	MANATTS	CONCRETE	\$ 610.00
40	MARCO, INC.	COLOR AND BLACK COPIES	\$ 541.43
41	MASS MUTUAL RETIREMENT SER	DEFERRED COMPENSATION	\$ 200.00
42	MAT KAHLER	MENARDS REIMBURSEMENT	\$ 29.96
43	MENARDS	TENTS FOR FARMER'S MARKET, DOOR STOP, BATTERIES, ETC.	\$ 200.33
44	MID-IOWA SOLID WASTE EQUIP	GUTTER BROOMS FOR SWEEPER	\$ 259.84

6-25-19 Council Claims

	A	B	C
45	NEW CENTURY FS INC	UNLEADED & DIESEL FUEL	\$ 753.91
46	NICK PEARSON	BASKETBALL LEAGUE OFFICIAL	\$ 225.00
47	NICK SWANSON	GAS REIMBURSEMENT	\$ 27.34
48	NICKOLAY CONSULTING, LLC	MONTHLY IT SUPPORT MAINTENANCE	\$ 105.00
49	NOVA FITNESS EQUIPMENT	FITNESS EQUIPMENT MAINTENANCE	\$ 2,018.40
50	OXEN TECHNOLOGY	OFFICE 365 & EXCHANGE ONLINE	\$ 228.00
51	PEPSI-COLA	VENDING PRODUCT	\$ 475.66
52	PINGEL MUDJACKING, LC	MUDJACKING	\$ 560.00
53	PPG ARCHITECTURAL FINISHES	PAINT	\$ 156.68
54	PREMIER OFFICE EQUIPMENT I	COPIER LEASE	\$ 11.92
55	QUALITY FLOW SYSTEMS, INC.	KSB PUMP AND INSTALLATION	\$ 8,460.00
56	SETH GRUNDEMEIER	5 HOCKEY STICKS REIMBURSEMENT	\$ 105.95
57	SKOLD DOOR & FLOOR COMPANY	SAFE ROOM CURTAIN REPAIR	\$ 712.50
58	STAR EQUIPMENT LTD.	TAR SQUEEGEE, RAKES, WOOD FLOAT, EDGER	\$ 125.28
59	STAR EQUIPMENT, LTD	CONCRETE STAKES	\$ 70.20
60	STOREY KENWORTHY	CIRCULAR DESK CHAIRS	\$ 495.18
61	SYNCB/AMAZON	BOOKS AND DVD	\$ 97.15
62	TASC	FLEX BENEFIT PLANS	\$ 558.28
63	THE SHERWIN-WILLIAMS CO.	30 GALLON YELLOW PAINT	\$ 278.40
64	TONYA BECKER	TRX INFUSION INSTRUCTOR	\$ 176.88
65	TREASURER, STATE OF IOWA	STATE WITHHOLDING	\$ 4,143.00
66	VAN-WALL EQUIPMENT INC.	GASKET AND THROTTLE	\$ 26.18
67	VEENSTRA & KIMM, INC.	WESTVIEW HEIGHTS TRAFFIC STUDY	\$ 2,625.00
68	VERIZON WIRELESS	CELL PHONES	\$ 428.00
69	WILLCO INC.	ECO-SAFE ALL IN ONE BIOLOGICA	\$ 3,000.00
70	WINDSTREAM IOWA COMMUNICAT	DISPATCH PHONE	\$ 72.96
71	Payroll Expense		\$ 56,055.61
72	GRAND TOTAL		\$ 291,372.38
73			
74		FUND TOTALS	
75	001 GENERAL FUND	\$ 38,121.81	
76	002 LIBRARY	\$ 8,043.35	
77	003 RECREATION	\$ 9,523.66	
78	004 FIRE AND RESCUE	\$ 416.52	
79	006 CEMETERY	\$ 32.04	
80	014 AMBULANCE	\$ 2,125.46	
81	110 ROAD USE TAX	\$ 9,200.72	
82	600 WATER UTILITY	\$ 24,745.64	
83	610 SEWER UTILITY	\$ 143,107.57	
84	01 PAYROLL EXPENSE	\$ 56,055.61	
85	GRAND TOTAL	\$ 291,372.38	

Cardmember Services (Visa)		
Admin	amazon prime, priority mail envelopes, window envelopes, icc membership	\$ 1,458.65
Wastewater	license renewals, v-belt, conference registration, asco valve	\$ 722.05
cemetery	flowers	\$ 32.04
FD	elearning	\$ 28.50
Parks and Rec	farmers market flags, gym floor tape, supplies for gaga pit, mops, mop heads, vending product, nrpa crp study guide, exercise equipment	\$ 1,714.89
Nord Kalsem	supplies, cleaning, sam's club	\$ 1,025.41
PD	computer training, campack trail cam, sandisk with reader	\$ 465.64
Water	license renewals, canned air, external backup, diaphragms-bermaid valves	\$ 725.46
Library	oriental trading, fareway, sam's club, staples, postage, liquid web server	\$ 856.57
Total		\$ 7,029.21

Utility Report

May	2019					
	Water Service:	Sewer Service:	Water Consumption (gallons):	Amount Billed (Water):	Sewer Consumption (gallons):	Amount Billed (Sewer):
Commercial	87	85	1,294,900	\$7,233.94	702,700	\$5,535.73
Schools	4	3	164,400	\$800.18	164,400	\$806.58
Rural	67	6	384,900	\$3,977.61	35,200	\$460.14
No Charge	20	14	1,300,700	\$0.00	947,400	\$0.00
Residential	1,557	1,547	5,239,043	\$49,478.03	5,167,843	\$60,910.80
Second Meter	133	n/a	259,600	\$1,557.50	n/a	n/a
Master Meters	12	n/a	377,300	n/a	n/a	n/a
Wells	2	n/a	8,846,000	n/a	n/a	n/a
TOTAL	1,882	1,655	17,866,843	\$63,047.26	7,017,543	\$67,713.25

	Water:	Sewer:	
Total Billed Consumption (gallons):	7,342,843	6,070,143	TOTAL:
Total Billed:	\$63,047.26	\$67,713.25	\$130,760.51

May	2018					
	Water Service:	Sewer Service:	Water Consumption (gallons):	Amount Billed (Water):	Sewer Consumption (gallons):	Amount Billed (Sewer):
Commercial	85	82	489,400	\$3,583.73	567,500	\$4,834.27
Schools	4	3	233,300	\$1,106.79	233,300	\$1,113.19
Rural	67	6	367,500	\$3,861.37	38,000	\$478.85
No Charge	20	14	1,177,600	\$0.00	911,600	\$0.00
Residential	1,494	1,488	5,610,105	\$50,399.61	5,489,705	\$61,366.22
Second Meter	131	n/a	481,100	\$2,537.17	n/a	n/a
Master Meters	12	n/a	351,800	n/a	n/a	n/a
Wells	2	n/a	9,619,000	n/a	n/a	n/a
TOTAL:	1,815	1,593	18,329,805	\$61,488.67	7,240,105	\$67,792.53

	Water:	Sewer:	
Total Billed Consumption (gallons):	7,181,405	6,328,505	TOTAL:
Total Billed:	\$61,488.67	\$67,792.53	\$129,281.20

Key:

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

Applicant License Application ()

Name of Applicant: <u>Fenceline Beer Lab LLC</u>		
Name of Business (DBA): <u>Fenceline Beer Lab</u>		
Address of Premises: <u>107 S. Main Ave.</u>		
City <u>Huxley</u>	County: <u>Story</u>	Zip: <u>50124</u>
Business	<u>(419) 410-6230</u>	
Mailing	<u>107 S. Main Ave.</u>	
City <u>Huxley</u>	State <u>IA</u>	Zip: <u>50124</u>

Contact Person

Name <u>Susan E Frantz</u>	
Phone: <u>(419) 410-6230</u>	Email <u>sfrantz56@gmail.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 07/15/2019

Expiration Date: 01/01/1900

Privileges:

Brew Pub

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

BusinessType: <u>Limited Liability Company</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Susan Frantz

First Name: <u>Susan</u>	Last Name: <u>Frantz</u>	
City: <u>Ankeny</u>	State: <u>Iowa</u>	Zip: <u>50021</u>
Position: <u>Owner/Head Brewer</u>		
% of Ownership: <u>51.00%</u>	U.S. Citizen: <u>Yes</u>	

Jonathan Frantz

First Name: <u>Jonathan</u>	Last Name: <u>Frantz</u>	
City: <u>Ankeny</u>	State: <u>Iowa</u>	Zip: <u>50021</u>
Position: <u>Owner/Brewer</u>		
% of Ownership: <u>49.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>Windsor Specialty Co</u>

Insurance Company: Illinois Casualty Co

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

RESOLUTION NO. 19-081

RESOLUTION APPROVING AMENDMENT TO EMPLOYMENT AGREEMENT

WHEREAS, the City of Huxley approved an Employment Agreement with John Haldeman executed July 24, 2007.

WHEREAS, John Haldeman has announced he is retiring and does not want to automatically extend the Agreement but is willing to extend the expiration date in accordance with the Amendment to Employment Agreement attached as Exhibit "A".

BE IT RESOLVED, THEREFORE, by the City Council of the City of Huxley, Iowa, that the attached Amendment to Employment Agreement with John Haldeman is hereby approved.

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

PASSED, ADOPTED AND APPROVED this 25th day of June 2019.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 19-081** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 25th day of June 2019.

Craig D. Henry, Mayor

Attest:

Jolene Lettow, City Clerk

Amendment to Employment Agreement
EXHIBIT "A"

This document is an amendment to an employment agreement between the City of Huxley, Iowa ("Employer") and John E. Haldeman ("Employee"), executed July 24, 2007 ("Contract").

Section 3.1 of the Contract states that its initial term expires on September 30, 2007. Section 3.2 of the Contract states that the Contract shall be automatically extended for successive three-year periods upon the same terms and conditions unless amended or terminated by the parties.

The parties have automatically extended the Contract four (4) times, so the current expiration date of the Contract is September 30, 2019.

Employee has announced that he is retiring and does not want to automatically extend the Contract for another three-year period. After negotiations with the Employer, Employee has agreed to amend the Contract to extend the expiration date from September 30, 2019, until December 31, 2019, upon the same terms and conditions provided by the Contract. In addition, upon mutual agreement of the parties, the Contract can be extended through January 31, 2020, upon the same terms and conditions provided by the Contract.

In witness of this agreement, and in accordance with **Resolution Number 19-081** of the City Council, Employer and Employee have executed this instrument as of the ____ date of _____, 2019.

City of Huxley, Iowa

John E. Haldeman

By: _____
Craig D. Henry, Mayor

By: _____

By: _____
Jolene Lettow, City Clerk

COMMUNITY BETTERMENT

ORDINANCE NO. 495

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF HUXLEY, IOWA, BY REZONING PROPERTY OWNED BY WESTVIEW HEIGHTS FROM AGRICULTURAL (A-1) TO SINGLE FAMILY RESIDENTIAL DISTRICT (R-1); SINGLE FAMILY AND DUPLEX RESIDENTIAL (R-2); AND SINGLE FAMILY RESIDENTIAL DISTRICT (R-1A) CLASSIFICATION.

WHEREAS, on the 16th day of April 2019, the Planning and Zoning Commission of the City of Huxley, Iowa, recommended to the City Council that the below described property be considered for rezoning from A-1 (Agricultural Holding District) to R-1 (Single Family Residential District); R-2 (Single Family and Duplex Residential) and R-1A (Single Family Residential District); and

WHEREAS, on the 23rd day of April 2019, after due notice and hearing as provided by law, the City Council now deems it reasonable and appropriate to rezone said property.

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

Section 1: That the Municipal Code of the City of Huxley, Iowa, be and it is hereby amended by rezoning from the present A-1 (Agricultural Holding District) to R-1 (Single Family Residential District); R-2 (Single Family and Duplex Residential) and R-1A (Single Family Residential District) for the following described real property:

R-1 ZONING

A PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 14 AND A PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 23, ALL IN TOWNSHIP 82 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF HUXLEY, STORY COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, WRIGHT SUBDIVISION, AN OFFICIAL PLAT; THENCE SOUTH 00°02'35" WEST ALONG THE WEST RIGHT OF WAY LINE OF HIGHWAY 69, A DISTANCE OF 435.19 FEET; THENCE NORTH 89°58'02" WEST, 226.25 FEET; THENCE SOUTH 00°01'58" WEST, 291.38 FEET; THENCE NORTH 89°58'02" WEST, 1220.51 FEET; THENCE SOUTH 00°01'58" WEST, 395.00 FEET; THENCE SOUTH 89°58'02" EAST, 1220.43 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 10000.00 FEET, WHOSE ARC LENGTH IS 59.16 FEET AND WHOSE CHORD BEARS SOUTH 00°26'11" WEST, 59.16 FEET; THENCE SOUTH 00°36'21" WEST, 334.05 FEET TO THE SOUTH LINE OF OUTLOT 'E', WESTVIEW HEIGHTS PLAT 1, AN OFFICIAL PLAT; THENCE NORTH 89°24'39" WEST ALONG THE SOUTH LINE OF SAID OUTLOT 'E', 30.00 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT 'E'; THENCE NORTH 00°36'21" EAST ALONG THE

WEST LINE OF SAID OUTLOT 'E', 181.92 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT 'E'; THENCE NORTH 89°18'39" WEST ALONG THE NORTH LINE OF LOTS 3 THROUGH 11, SAID WESTVIEW HEIGHTS PLAT 1, A DISTANCE OF 753.96 FEET TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE SOUTH 00°00'52" WEST ALONG THE WEST LINE OF SAID LOT 11, A DISTANCE OF 183.24 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE NORTH 89°24'39" WEST ALONG THE EASTERLY LINE OF OUTLOT 'A', SAID WESTVIEW HEIGHTS PLAT 1, A DISTANCE OF 70.00 FEET; THENCE SOUTH 00°05'25" WEST CONTINUING ALONG SAID EASTERLY LINE, 35.36 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID EASTERLY LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 965.00 FEET, WHOSE ARC LENGTH IS 34.64 FEET AND WHOSE CHORD BEARS SOUTH 01°07'08" WEST, 34.64 FEET; THENCE NORTH 89°24'39" WEST CONTINUING ALONG SAID EASTERLY LINE AND THE WESTERLY EXTENSION THEREOF, 313.55 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 36.86 FEET AND WHOSE CHORD BEARS SOUTH 48°21'21" WEST, 33.61 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 830.00 FEET, WHOSE ARC LENGTH IS 11.88 FEET AND WHOSE CHORD BEARS SOUTH 06°31'57" WEST, 11.88 FEET; THENCE NORTH 83°03'27" WEST, 60.00 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 42.04 FEET AND WHOSE CHORD BEARS NORTH 41°14'03" WEST, 37.26 FEET; THENCE NORTH 00°35'21" EAST, 70.00 FEET; THENCE SOUTH 89°24'39" EAST, 4.25 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.51 FEET AND WHOSE CHORD BEARS NORTH 45°18'40" EAST, 35.53 FEET; THENCE NORTH 00°01'58" EAST, 158.80 FEET TO THE SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER; THENCE NORTH 89°18'39" WEST ALONG SAID SOUTH LINE, 1101.38 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 00°04'22" EAST ALONG THE WEST LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER, 1326.56 FEET TO THE NORTHWEST CORNER OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER; THENCE SOUTH 89°30'36" EAST ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER, 1340.07 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 89°30'36" EAST CONTINUING ALONG SAID NORTH LINE, 1237.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 65.84 ACRES (2,867,980 SQUARE FEET).

R-2 ZONING

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14 AND A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, ALL IN TOWNSHIP 82 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF HUXLEY, STORY COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, WRIGHT SUBDIVISION, AN OFFICIAL PLAT; THENCE SOUTH 00°02'35" WEST ALONG THE WEST RIGHT OF WAY LINE OF HIGHWAY 69, A DISTANCE OF 435.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°02'35" WEST ALONG SAID WEST RIGHT OF WAY LINE, 901.62 FEET TO THE NORTHEAST CORNER OF LOT 1, WESTVIEW HEIGHTS PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 00°08'31" EAST CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, 180.48 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89°19'43" WEST ALONG THE SOUTH LINE OF LOTS 1 AND 2, SAID WESTVIEW HEIGHTS PLAT 1, 200.49 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 89°24'39" WEST ALONG THE

NORTH LINE OF LOT 'A', SAID WESTVIEW HEIGHTS PLAT 1, A DISTANCE OF 30.00 FEET; THENCE NORTH 00°36'21" EAST, 334.05 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 10000.00 FEET, WHOSE ARC LENGTH IS 100.02 FEET AND WHOSE CHORD BEARS NORTH 00°19'09" EAST, 100.02 FEET; THENCE NORTH 00°01'58" EAST, 645.52 FEET; THENCE SOUTH 89°58'02" EAST, 226.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.63 ACRES (245,225 SQUARE FEET).

R-1A ZONING

A PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 82 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF HUXLEY, STORY COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, WRIGHT SUBDIVISION, AN OFFICIAL PLAT; THENCE SOUTH 00°02'35" WEST ALONG THE WEST RIGHT OF WAY LINE OF HIGHWAY 69, A DISTANCE OF 726.57 FEET; THENCE NORTH 89°58'02" WEST, 226.19 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°01'58" WEST, 354.14 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 10000.00 FEET, WHOSE ARC LENGTH IS 40.86 FEET AND WHOSE CHORD BEARS SOUTH 00°08'59" WEST, 40.86 FEET; THENCE NORTH 89°58'02" WEST, 1220.43 FEET; THENCE NORTH 00°01'58" EAST, 395.00 FEET; THENCE SOUTH 89°58'02" EAST, 1220.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.07 ACRES (482,100 SQUARE FEET).

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

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

PASSED AND APPROVED this _____ day of _____, 2019.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

Publication Date: _____

Record Of Vote of Ordinance No. 495

First Reading _____ (Date)

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

Second Reading _____ (Date)

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

Third Reading _____ (Date)

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

STATE OF IOWA
COUNTY OF STORY
CITY OF HUXLEY

SS:

I, the undersigned, City Clerk of the City of Huxley, Iowa, do hereby certify that the attached is a true, correct and complete copy of all the records of the City Council of the City relating to the adoption of an ordinance entitled "Ordinance No. 495. An Ordinance Amending Chapter 165 of the Huxley Municipal Code of Iowa.

WITNESS MY HAND this ____ day of _____, 2019.

Jolene Lettow, City Clerk

Prepared by John Danos, Dorsey and Whitney, City Bond Counsel and Reformatted by John Haldeman, City Administrator, for the City Council meeting to be held on the 28th Day of June, 2019.

RESOLUTION NO. 19-082

**RESOLUTION TO APPROVE URBAN RENEWAL PLAN AMENDMENT
FOR THE HUXLEY URBAN RENEWAL AREA**

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the "Urban Renewal Law"), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the development of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, the City Council of the City of Huxley (the "City") has previously created the Huxley Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of projects and initiatives therein; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which authorizes the undertaking of a new urban renewal project in the Urban Renewal Area consisting of providing tax increment financing support to Iowa Earth Works LLC (the "Company") in connection with the construction of a new commercial workshop building for use in the Company's business operations; and

WHEREAS, notice of a public hearing by the City Council on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the City Council has conducted said hearing on June 25, 2019; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Story County and the Ballard Community School District; the consultation meeting was held on the 10th day of June 2019 at 10:00 o'clock a.m.; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Huxley, Iowa, as follows:

Section 1. It is hereby determined by this City Council as follows:

A. The proposed Amendment and the projects and initiatives described therein conform to the general plan of the municipality as a whole;

B. The proposed economic development projects described in the Amendment are necessary and appropriate to facilitate the proper growth and

development of the City in accordance with sound planning standards and local community objectives.

C. It is not anticipated that families will be displaced as a result of the City's undertakings under the Amendment. Should such issues arise with future projects, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 2. The Amendment attached hereto and made a part hereof, is hereby in all respects approved.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved June 25, 2019.

Craig D. Henry, Mayor

Attest:

Jolene Lettow, City Clerk

(Attach copy of the urban renewal plan amendment to this resolution.)

• • • •

Upon motion and vote, the meeting adjourned.

Craig D. Henry, Mayor

Attest:

Jolene Lettow, City Clerk

CITY OF HUXLEY, IOWA
URBAN RENEWAL PLAN AMENDMENT
HUXLEY URBAN RENEWAL AREA

June, 2019

The Urban Renewal Plan (the “Plan”) for the Huxley Urban Renewal Area (the “Urban Renewal Area”) is being amended for the purpose of identifying a new urban renewal project to be undertaken in the Urban Renewal Area.

1) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project description:

Name of Project: Iowa Earth Works LLC Development Project

Name of Urban Renewal Area: Huxley Urban Renewal Area

Date of Council Approval of Project: June 25, 2019

Description of Project and Project Site: Iowa Earth Works LLC (the “Company”) has proposed to undertake the construction of a new commercial workshop building (the “Project”) on certain real property (the “Property”) situated on Lots Nine (5) and Ten (10) in the Huxley Business Park in the Urban Renewal Area.

It has been requested that the City provide tax increment financing assistance to the Company in support of the efforts to complete, operate and maintain the Project.

The costs incurred by the City in providing tax increment financing assistance to the Company will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$6,000.

Description of Public Infrastructure to be Constructed in Connection with the Project: It is not anticipated that the City will undertake any public infrastructure improvements in connection with the Project.

Description of Properties to be Acquired in Connection with the Project: It is not anticipated that the City will acquire real property in connection with the Project.

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with the Company with respect to the construction and use of the completed Project and to provide annual appropriation economic development payments (the “Payments”) to the Company thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Property. It is anticipated that the City’s total commitment of incremental property tax revenues will not exceed \$34,000, plus the Admin Fees.

2) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$14,379,305</u>
Outstanding general obligation debt of the City:	<u>\$ 8,157,500</u>
Proposed debt to be incurred under the June, 2019 Amendment*:	<u>\$ 40,000</u>

*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

STATE OF IOWA
COUNTY OF STORY
CITY OF HUXLEY

SS:

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Huxley, and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with approving the urban renewal plan amendment for the Huxley Urban Renewal Area in the City.

WITNESS MY HAND this ____ day of _____, 2019.

Jolene Lettow, City Clerk

Prepared by John Danos, Dorsey and Whitney, City Bond Counsel and Reformatted by John Haldeman, City Administrator, for the City Council meeting to be held on the 25th Day of June, 2019.

RESOLUTION 19-083

**RESOLUTION APPROVING DEVELOPMENT AGREEMENT WITH
IOWA EARTH WORKS LLC, AUTHORIZING ANNUAL
APPROPRIATION TAX INCREMENT PAYMENTS AND PLEDGING
CERTAIN TAX INCREMENT REVENUES TO THE PAYMENT OF THE
AGREEMENT**

WHEREAS, the City of Huxley, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Huxley Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a certain development agreement (the "Agreement") between the City and Iowa Earth Works LLC (the "Company") has been prepared, pursuant to which the Company would undertake the construction of a new commercial workshop building (the "Project") in the Huxley Business Park for use in its business operations in the Urban Renewal Area; and

WHEREAS, under the Agreement, the City would provide annual appropriation tax increment payments to the Company in a total amount not exceeding \$34,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on June 25, 2019, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa ("Chapter 15A") declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Huxley, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Huxley and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Company thereunder.

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Iowa Earth Work Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Certain real property in the City of Huxley, Story County, State of Iowa more particularly described as follows:

Lots 9 and 10, Huxley Business Park, City of Huxley, Story County, Iowa.

Section 5. The City hereby pledges to the payment of the Agreement the Iowa Earth Work Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the Iowa Earth Work Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Story County to evidence the continuing pledging of the Iowa Earth Work Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of

Section 403.19 of the Code of Iowa, the Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.
Passed and approved June 25, 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. 19-083** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 25th day of June, 2019.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

....

Upon motion and vote, the meeting adjourned.

Craig D. Henry, Mayor

Attest:

Jolene Lettow, City Clerk

STATE OF IOWA
COUNTY OF STORY
CITY OF HUXLEY

SS:

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Huxley, and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with approving the urban renewal plan amendment for the Huxley Urban Renewal Area in the City.

WITNESS MY HAND this ____ day of _____, 2019.

Jolene Lettow, City Clerk

RESOLUTION NO. 19- 084

**RESOLUTION APPROVING PUBLIC RIGHT-OF-WAY ENCROACHMENT
AGREEMENT FOR THE PURPOSE OF CONSTRUCTING A WHEELCHAIR RAMP**

WHEREAS, the City Council of the City of Huxley, Iowa has been presented with a request from a property owner to be able to construct a wheelchair ramp into the City of Huxley right away; and

WHEREAS, the City Council of the City of Huxley, Iowa believes it to be in the best interest to allow this construction that will encroach into the City of Huxley right of way.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUXLEY, IOWA, that the City Council approves said Encroachment Agreement that will allow for the this ramp to be placed in the City right of way and authorizes the Mayor and City Clerk to sign said **ENCROACHMENT AGREEMENT**.

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

PASSED, ADOPTED AND APPROVED this 11th day of June, 2019

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 19-084** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 25th day of June, 2019.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

WHEN RECORDED RETURN TO:

Jolene Lettow, City Clerk
515 North Main Ave.
Huxley, IA 50124

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

PUBLIC RIGHT-OF-WAY ENCROACHMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of ____, 2019, by and between the City of Huxley, Iowa, a municipal corporation (hereinafter referred to as "City") and Alvae G. and Janet A. Coon (hereinafter referred to as "Property Owner"), witnesseth:

WHEREAS, the Property Owner has requested use of the City right of way for purposes of constructing a wheelchair ramp; and

WHEREAS, the City is willing to allow the Property Owner the use of the right of way under the terms set out in this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Property Owner agree as follows, to wit:

1. **PREMISES.** The City agrees to allow the Property Owner to encroach upon the right of way located at 407 N. Central Avenue, Huxley, Iowa and legally described as follows: **Lot Six (6) and the N ½ of Lot Seven (7) in Block Three (3), Huxley Land Company's Addition to Huxley, Story County, Iowa.,** for the purpose of constructing, maintaining and using a wheelchair ramp.
2. **TERM.** The term of the encroachment shall be as long as the current Property Owner owns the Property. Upon sale of the Property, this Agreement shall terminate and the ramp shall be removed by the Property Owner.
3. **DUTY TO MAINTAIN.** Property Owner shall have the duty, at Property Owner's sole expense, to maintain and repair the ramp.

4. COMPLIANCE WITH LAW. Property Owner at their sole expense shall comply with all laws, orders and regulations of federal, state and municipal authorities concerning a wheelchair ramp.
5. HOLD HARMLESS. Property Owner shall indemnify, protect, save and hold harmless the City from and against any and all liability, losses, and damages to property or bodily injury or death to any person, and including damages caused by or arising out of any act of negligent omission of Property Owner, arising out of or in any way connected with the use or occupancy thereof, or any part thereof, by Property Owner or any person claiming through or under Property Owner. Property Owner's obligation to indemnify, save, protect and hold harmless shall include the obligation to pay all reasonable expenses incurred by the City in defending itself with regard to any of the aforementioned claims, including all out-of-pocket expenses such as attorney's fees and the value of any services rendered by lawyers for the City or any other officers or employees of the City.
6. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on this day and year as first above written.

ATTEST:

City of Huxley, Iowa

By: _____
Craig D. Henry, Mayor

By: _____
Jolene Lettow, City Clerk

STATE OF IOWA, STORY COUNTY, ss:

On this ____ day of _____, 2019, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Craig D. Henry and Jolene Lettow, to me personally known, 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 to which this is attached is the corporate seal of the City; that the instrument was signed and sealed on behalf of the City by authority of its City Council, as contained in Ordinance Resolution No. _____ passed by resolution of the City Council under Roll Call No. _____ of the City Council on the ____ day of _____, 2019; and that Craig D Henry and Jolene Lettow, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Property Owner:

Alvae G. Coon

Property Owner:

Janet A. Coon

Name: _____

Title: _____

STATE OF IOWA, STORY COUNTY, ss:

On this ____ day of _____, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared, to me known to be the person named in and who executed the foregoing instrument to which is attached; and acknowledged that executed the instrument as his voluntary act and deed.

Notary Public in and for the State of Iowa

Prepared by John Haldeman, City Administrator, for the City Council meeting to be held on the 25th day of June, 2019.

RESOLUTION NO. 19-085

RESOLUTION APPROVING THE AMENDING OF THE AMENDED SITE PLAN FOR INNOVATIVE TECHNOLOGY AT 1545 BLUE SKY BLVD.

WHEREAS, Innovative Technology has submitted a site plan for their new business, to be located at 1545 Blue Sky Blvd; and

WHEREAS, the Huxley Planning and Zoning Commission reviewed the amendment to the site plan for this location at their June 20, 2019; and

WHEREAS, the Commission voted to recommend approval of the amended site plan to the Huxley City Council for their June 25, 2019 meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HUXLEY, IOWA, that the Huxley City Council has reviewed said amended site plan and approves the amended site plan subject to the following conditions and/or waivers;

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

PASSED, ADOPTED AND APPROVED this 25th day of June, 2019

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 19-085** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 25th day of June, 2019.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk



Planning and Zoning Commission Minutes

Thursday June 20, 2019

Council Chambers

6:30 P.M.

1.0) CALL TO ORDER AND ROLL CALL:

Chairman Roger Bierbaum called the P&Z Meeting to order at 6:30 PM. P&Z members present:

Roger Bierbaum	<input checked="" type="checkbox"/>	Larry Wilson	<input checked="" type="checkbox"/>
Cheryl Patterson	<input checked="" type="checkbox"/>	Joe Scott	<input type="checkbox"/>
Mike Schonhorst	<input type="checkbox"/>	Nate Easter	<input checked="" type="checkbox"/>
Gordon Mosher	<input checked="" type="checkbox"/>		

Staff present: John Haldeman-Zoning Administrator
Amy Kaplan-Zoning Clerk

Consultants present: Jim Nervig---City Attorney
Forrest Aldrich---City Engineer

Guests present: Katie Nelson, Luke Wall, Bryon Marks, Lisa Pitchford

COMMISSION AGENDA ITEMS:

2.0) MOTION TO APPROVE THE MINUTES FROM THE FOLLOWING MEETING:

- 2.1) **MAY 20,2019 REGULAR MEETING** - Motion by Patterson and seconded by Wilson to approve minutes. Roll was taken. 5 AYE. 0 NAY.

3.0) PUBLIC HEARING: None

4.0) DISCUSSION AND RECOMMENDATION ITEMS:

- 4.01) **DISCUSSION AND POSSIBLE ACTION ON SETTING DATE FOR PUBLIC HEARING ON REZONING REQUEST FOR WESTVIEW.** Motion by Wilson and Seconded by Patterson to set the public hearing for July 10th at 6:30 PM. 5 Aye. 0 Nay.

- 4.02) **DISCUSSION AND POSSIBLE RECOMMENDATION TO COUNCIL ON AMENDING SITE PLAN FOR INNOVATIVE TECHNOLOGIES.** Luke Wall was in attendance to discuss an extension of the current pole building at Innovative Technologies. The extension will be 112 feet to the south and 40 feet wide to match the current building. It will be placed on the current rock/paved surface. This building will be used for storage. Motion by Mosher to recommend approval of the site plan to City Council and seconded by Wilson. Bierbaum, Patterson, Easter, Wilson and Mosher voted yes. Motion carried.

- 5.0) MISCELLANEOUS:** Next Planning & Zoning meeting is scheduled for June 27th at 6:30 PM. Wilson and Patterson are unavailable to attend that meeting.

Bierbaum requested that a discussion regarding R1/R1A be added to the June 27th agenda.

Bierbaum indicated that on the Westview Heights Rezoning Map that was provided, the “existing zoning” on the map and the notes do not. John will request a new map from the engineer.

- 6.0) COMMENTS:** None

- 7.0) ADJOURNMENT** – Motion by Easter to adjourn at 6:41 PM, seconded by Mosher. 5 AYE.
0 NAY.

Amy Kaplan, Zoning Clerk

Roger Bierbaum, Chairman

Date of Approval



VEENSTRA & KIMM, INC.

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

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

June 12, 2019

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

HUXLEY, IOWA
INNOVATIVE TECHNOLOGIES SITE
POLE BARN ADDITION
SITE PLAN

We have reviewed the pole barn addition to the Innovative Technologies Site and find it acceptable.

If you have any questions or comments, please contact us at 515-225-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in dark ink, appearing to read 'Forrest S. Aldrich', is written over the company name.

Forrest S. Aldrich

FSA:dml

45229-017

cc: Jeff Peterson, City of Huxley (e-mail)
Luke Wall, Innovative Technologies (e-mail)



HUXLEY

Site Plan/Landscape Plan Application

Date submitted: 6/19/2019

Board review date: _____

Property Owner: 3D PARTNERS LLC County Parcel Number: _____
Property Address: 1545 BLUE SKY BLVD.
Property zoning: M1
Legal description: INNOVATIVE TECHNOLOGIES

Site plan prepared by: CLAPSADDLE - GARBER ASSOCIATES, INC.
Address: 1523 S. BELL AVE. SUITE 101 AMES, IA

Site plan review - \$100/reimburse City for any cost (legal and engineering) and \$50 for amendments to the original site plan.

I understand that the City of Huxley requires a site plan prior to issuance of any building permits within any zoning districts except R-1 and R-2. The site plan must include the 36 points as noted on the checklist and it must be presented at least 15 days prior to the Planning and Zoning scheduled meeting. Ten copies are required to be submitted and will be subject to City Engineer review at the expense of the developer. I hereby understand these conditions and agree to comply with all City of Huxley Code requirements.

Signed: [Signature] Date: 6/19/2019

(City use only)

Date of P&Z Meeting: _____ City Council Meeting date: _____
Fee Check Number: _____ Receipt number _____

Decision of the board:

Decision of the council:

CITY OF HUXLEY

515 N. Main Ave.

Huxley, IA 50124

PHONE: 515.597.2561

BUILDING PERMIT APPLICATION

IMPORTANT! Work Authorized By This Permit Must Begin Within 6 Months of Permit Approval Date
Complete ALL Information Requested and Include SITE PLAN & BUILDING PLAN

	NAME	ADDRESS	PHONE NUMBER
OWNER	3D Partners LLC	1545 Blue Sky Blvd. Huxley	515-597-3848
CONTRACTOR	No General Contractor		
ARCHITECT			
PLUMBING			
MECHANICAL			
ELECTRICAL	NAI Electrical	2730 Ford St. Ames, IA	515-232-8606
Primary Contact #	Luke Wall	1545 Blue Sky Blvd Huxley	515-208-5135
Secondary Contact #	Nick Skow	1545 Blue Sky Blvd Huxley	515-597-3848

Legal Description of Property Innovative TechnologiesZoning M1Building Address 1545 Blue Sky Blvd. Huxley, IADescription of Work Adding on to the south end of the to existing pole barn for additional storageBasement Finish (SF) 0 Deck (SF, Covered/Uncovered) 0Estimated Cost of Work* \$142,000 Size (SF) 4,480

*The final determination of value for calculating the permit fee will be made by the building official.

CONSTRUCTION FEES / PERMITS	FEE
BUILDING PERMIT	
ELECTRICAL PERMIT (IF NEEDED)	
PLUMBING PERMIT (IF NEEDED)	
HEATING PERMIT (IF NEEDED)	
MANUFACTURED HOMES	\$200
OTHER	

UTILITY CONNECTION FEES / PERMITS	FEE
WATER CONNECTION FEE	\$700
WATER METER w/HARDWARE (3/4" hook up)	\$250
IRRIGATION METER (3/4" hook up)	\$275
WATER TAPPING FEE	\$200
SEWER CONNECTION FEE	\$430
SEWER TAPPING FEE	\$250
STREET OPENING	\$25
POOL ADMINISTRATIVE FEE	
ADMINISTRATIVE FEE	\$25
DEPOSIT	\$1,000

FOR INSPECTIONS CONTACT: SAFE BUILDING @ 515-333-4161

The owner of this building and the undersigned agree to conform to all applicable laws of the City of Huxley and the State of Iowa.

Signature of Applicant Luke Wall Address 1545 Blue Sky Blvd. Application Date 6/4/2019**DO NOT WRITE IN SPACE BELOW - FOR OFFICE USE ONLY**

Approved By _____ Valuation _____ Approval Date _____

SITE PLAN

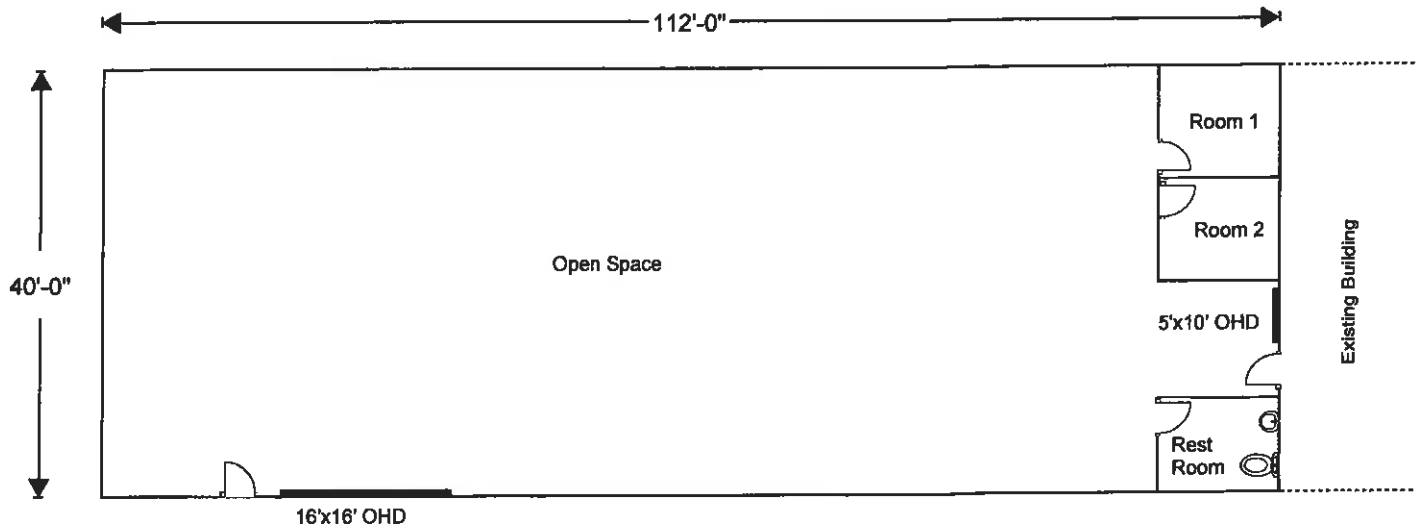
Number of Buildings Now on Lot _____ Use of Buildings Now on Lot _____

Proposed Use for New Improvement _____

SEE SITE PLAN ATTACHED. ENGINEERED SHOP DRAWINGS FOR BUILDING
WILL FOLLOW APPROVAL OF SITE PLAN AND PERMIT.

Innovative Technologies - Pole Barn Addition

North →



Description: The new pole barn addition will be identical construction to the existing and will attach to the south sidewall of the building. The eaves will be 18'-0" and have the same roof pitch, siding, trims, etc. Interior floor will be 6" of 4,000 psi concrete. All walls and roof will be fully insulated.

RESOLUTION NO. 19- 086

RESOLUTION APPROVING ENGINEERING RFP FOR STREET AND WATER PROJECTS.

WHEREAS, the City Council of the City of Huxley, Iowa has been presented with a request for proposals from 3 different engineering firms to consult with on water and street projects; and

WHEREAS, the Public Works Director has reviewed the proposals for the projects.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUXLEY, IOWA, that the City Council approves the Public Works Director's Recommendation to contract with ISG Engineering.

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

PASSED, ADOPTED AND APPROVED this 11th day of June, 2019

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 19-086** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 25th day of June, 2019.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

6/19/2019

To John/Council,

I have solicited three RFP's from three engineering for the upcoming street resurfacing projects and water replacement for fiscal 2019/2220. The construction project will include the replacement of the water main on N. 1st Ave. The grinding and overlay with curb work where needed for N. 1st Avenue, Central, Maple and Lynwood Drive. I will have them bid all at once but separated out in the case the dollars exceed the amount that we have budgeted so we are able to pick the ones that we can afford if the money is not available for the entire project. The water main replacement will pay for the water main and part of the surface reconstruction and a portion of N.1st Ave. and the rest of the streets will be paid out of the street CIP program. The three RFP's are from McClure Engineering, V&K Engineering and ISG Engineering. After reviewing the bids I want to recommend that we consult with ISG on this project. They are the cheapest as the following tables shows:

The following total amounts are for the Topo survey, Final design and Plans, Permitting and Bidding.

McClure	\$47,600.00
V&K	\$23,800.00
ISG	\$19,000.00

Elective services are as follows:

McClure	Staking	\$20,000.00
	Construction Admin.	\$3500.00
	Resident Rep.	\$20,000.00

V & K	Staking	\$1800.00
	Construction Admin.	\$7500.00
	Resident Rep.	\$6200.00
ISG	Staking	\$1500.00
	Construction Admin.	\$7500.00
	Resident Rep.	\$6000.00

The water department will pay \$9000.00 and the streets will pay \$10,000.00 of the engineering for the Topo survey, Final design and Plans, Permitting and Bidding. The elective services will be determined if needed but I am trying to most of this in house but have the amounts recorded just in case.

I have included all three RFP's for your review.



April 4, 2019

Jeff Peterson
Public Works Director
City of Huxley
515 North Main Avenue
Huxley, IA 50124
515.597.2256
publicworks@huxleyiowa.org

RE: Professional Engineering Services Proposal
2019 Water Main and Street Improvements – Huxley, Iowa

Jeff,

Thank you for giving us the opportunity to submit this proposal for design services for the following project in Huxley, IA:

- Water Main Replacement along North 1st Avenue between East 3rd Street and East 4th Street.
- North 1st Avenue mill and overlay with patching between East 3rd Street and East 4th Street.
- North Central Avenue mill and overlay with patching between East 3rd Street and 4th Street.
- Lynwood Drive mill and overlay with patching between North Main Avenue and North 5th Avenue.
- Maple Drive mill and overlay with patching between Oak Boulevard and Timberlane Avenue.

The following outlines the scope of services we propose to provide:

SCOPE OF SERVICES

Topographic Survey

Perform a detailed topographic survey of the existing roadway, parking, sidewalk, curb and gutter, water main infrastructure, and known utilities.

Final Design and Plans

Prepare final drawings and specifications indicating the scope, extent, and character of the Work to be performed and furnished by the Contractor. Revise drawings and specifications as needed in response to review by Owner and applicable City officials. Provide Owner with opinion of probable construction cost. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, as revise bidding documents as needed.

Permitting

Prepare and furnish necessary permits for Agency clearances, including the Iowa Department of Natural Resources for replacement of the water main on North 1st Avenue between East 3rd Street and East 4th Street. Includes necessary permitting schedules for review of final design by City and Agency representatives. Permit fees will be the responsibility of the Owner.

Bidding

Deliver assistance with bid solicitation through notification and invitation of contractors, answer questions of the contractors and Owner, issuance of addenda as necessary, attendance at the bid opening, preparation of recommendation of award letter, and contract preparation.



COMPENSATION + SCHEDULE

ISG proposes to provide the scope of services described within this proposal for compensation in accordance with the following schedule:

Service	Compensation
Topographic Survey	\$1,250 Lump Sum
Final Design and Plans	\$16,000 Lump Sum
Permitting	\$1,000 Lump Sum
Bidding	\$750 Lump Sum
TOTAL ESTIMATE	\$19,000 Lump sum

Note: Additional Services if required listed below

Construction Administration/As-Builts	\$7,500 Not to Exceed
Resident Observation	\$6,000 Not to Exceed
Construction Staking	\$1,500 Not to Exceed

Reimbursable Expenses

Anticipated reimbursable expenses such as travel time, mileage expense, printing costs and recording fees are included within the compensation listed above.

Additional Services

Please note, if any unforeseen circumstances are discovered as a result of the survey and engineering work described above, additional fees may apply. In the event that this situation arises, we will notify you immediately prior to proceeding any further.

Our goal for this proposal, like our services, is to be flexible to accommodate the requirements of your project.

We appreciate the opportunity to provide a solution for your professional land surveying and engineering needs. If this proposal is acceptable, please sign acknowledgement and return a copy to our office. Upon receipt of a signed proposal, ISG will schedule work on this project.

Please contact me with any questions or comments you may have at 515.243.9143. We look forward to hearing from you.

Sincerely,

Lenny Larson, PE
Civil Engineer

ACKNOWLEDGEMENT OF ACCEPTANCE

Accepted this _____ day of _____, 2019

For: _____

By: _____

Title: _____

This proposal is valid for 30 days.

Project No.:
 Project Name: 2019 Huxley Street Resurfacing and Water Main
 Project Manager: Jeff Schug

ROADWAY IMPROVEMENTS Agreement for Engineering Services

This Agreement, made on the _____ day of May, 2019, by and between **McClure Engineering Company, of Clive, Iowa** (herein referred to as "Engineer") and the **City of Huxley, Iowa** (hereinafter referred to as "Owner"). Services shall be performed per the fees or hourly rates as depicted in Exhibit 'A', and the terms and conditions outlined in this Agreement. The Engineer shall provide services for the Project, which consists of the items listed on the Preliminary Opinion of Probable Costs attached to this Agreement as Exhibit 'B'. The Project shall be described as:

2019 Huxley Street Resurfacing and Water Main

1. The Owner shall provide information, which shall set forth the Owner's objectives, schedule, constraints, budget with reasonable contingencies and other applicable criteria. (See Exhibit 'C' for Owner's Responsibilities).
2. The Engineer shall provide the services marked "included" as follows:

ITEM	INCLUDED	NOT INCLUDED
SECTION 1. DESIGN PHASE SERVICES		
1.01 North 1st from East 3rd St. to East 4th St. Water Main Replacement Final Design 1. Prepare final project drawings. 2. Prepare final project specifications. 3. Prepare written applications for permits for construction from DOT and other agencies. 4. Prepare revised Opinion of Probable Cost based on final drawings and specifications. 5. Prepare Contract Agreement Form, General Conditions, Supplementary Conditions, Bid Forms, Invitation to Bidders and Instructions to Bidders. 6. Review 70% and 100% Final Design with the Owner (2-Meetings) 7. Furnish 5 copies of above documents and review them in person with the OWNER (2 meetings).	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1.02 North 1st Avenue Mill and Overlay East 3rd St. to East 4th St. Final Design 1. Prepare final project drawings. 2. Prepare final project specifications. 3. Prepare written applications for permits for construction from DOT and other agencies. 4. Prepare revised Opinion of Probable Cost based on final drawings and specifications. 5. Prepare Contract Agreement Form, General Conditions, Supplementary Conditions, Bid Forms, Invitation to Bidders and Instructions to Bidders. 6. Review 70% and 100% Final Design with the Owner (2-Meetings) 7. Furnish 5 copies of above documents and review them in person with the OWNER (2 meetings).	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1.03 North Central Ave. Mill and Overlay East 3rd St. to East 4th St. Final Design 1. Prepare final project drawings. 2. Prepare final project specifications. 3. Prepare written applications for permits for construction from DOT and other agencies. 4. Prepare revised Opinion of Probable Cost based on final drawings and specifications. 5. Prepare Contract Agreement Form, General Conditions, Supplementary Conditions, Bid Forms, Invitation to Bidders and Instructions to Bidders. 6. Review 70% and 100% Final Design with the Owner (2-Meetings) 7. Furnish 5 copies of above documents and review them in person with the OWNER (2 meetings).	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1.04 Lynwood Drive Mill and Overlay North Main Ave. to North 5th Ave. Final Design 1. Prepare final project drawings. 2. Prepare final project specifications. 3. Prepare written applications for permits for construction from DOT and other agencies. 4. Prepare revised Opinion of Probable Cost based on final drawings and specifications. 5. Prepare Contract Agreement Form, General Conditions, Supplementary Conditions, Bid Forms, Invitation to Bidders and Instructions to Bidders. 6. Review 70% and 100% Final Design with the Owner (2-Meetings) 7. Furnish 5 copies of above documents and review them in person with the OWNER (2 meetings).	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

1.05	<u>Maple Drive Mill and Overlay Oak Blvd. to Timberlane Drive Final Design</u>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1.06	<u>Not Used</u>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>

ITEM		INCLUDED	NOT INCLUDED
SECTION 2. CONSTRUCTION PHASE SERVICES			
2.01	<u>Advertising, Bidding, Contract Award</u> 1. Assist OWNER in advertising for and obtaining bids. 2. Conduct prebid conference at OWNER'S location. 3. Provide drawings, specifications, contract documents and bid documents to prospective bidders. 4. Issue addenda to interpret or clarify bid documents. 5. Review prebid submittals from bidders. 6. Attend bid opening (at OWNER location), prepare Bid Tabulation. (1-Meeting) 7. Review bidder's qualifications, bids, and other documents and make recommendation for award of contract. 8. Attend one (1) meeting to present Bids to OWNER.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.02	<u>Construction Administration</u> 1. Provide general administration of construction contract as OWNER'S representative. 2. Visit site of construction at appropriate stages of construction to observe the Contractors work. 3. Issue interpretations and clarifications of contract documents. 4. Review shop drawings. 5. Act as initial interpreter of the requirements of the contract documents. 6. Review and process Contractor's application for payment. 7. Conduct monthly Progress Meetings.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2.03	<u>Construction Staking</u> 1. Establish Field Construction Controls 2. Set Control Points	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
2.04	<u>Resident Project Representative</u> 1. Provide a Resident Project Representative to be on site during construction (see Exhibit 'D', A Listing of Duties, Responsibilities and Limitations of Authority of the Resident Project Representative).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SECTION 3. OTHER SERVICES			
3.01	<u>Permits Coordination</u> 1. Department of Transportation Entrance Permits 2. Department of Transportation Utility Accommodation Permits 3. Department of Transportation Work in Right-of-Way Permits 4. Department of Natural Resources Water Supply Construction Permits 5. Department of Natural Resources Sanitary Sewer Construction Permits 6. Prepare Storm Water Pollution Prevention Plan (SWPPP) 7. Apply for NPDES Permit from DNR (Owner will be operator listed on permit) • Engineer will not be liable for fines arising from noncompliance with SWPPP. • The Owner shall be the Permit holder and shall pay for all costs associated with permit application.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
3.02	<u>Soil Boring Coordination</u> 1. Assist the Owner in coordinating the Request for Proposal to Geotechnical Firms / Review Proposals / Recommendation for Award 2. Coordinate the Work of the Geotechnical Firm (geotechnical firm will invoice Owner directly).	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
3.03	<u>Rights-of-Way Negotiations</u> 1. Assist the Owner in coordinating the Request for Proposal to Appraisal Firms / Review Proposals / Recommendation for Award 2. Coordinate the Work of the Appraisal Firm (geotechnical firm will invoice Owner directly). Public Right-of-Way meeting. 3. Right-of-Way negotiations with property owners.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
3.04	<u>Acquisition Plats</u> 1. Prepare acquisition Plats (Estimated Plats) 2. Prepare Preliminary / Final Plats for Property 3. Prepare Easement Exhibits (Estimated Easements) 4. Prepare Acquisition / Easement Legal descriptions. 5. Place property corners/legal survey. 6. Public Right-of-Way meeting.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
3.05	<u>Storm Water Pollution Prevention Plan Observation (SWPPP)</u> 1. Perform Weekly On-Site Observations of construction site and provide written reports to Owner. 2. Storm Water Pollution Prevention Plan Services shall end not more than 1-year from the date this Agreement is originally signed.	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
NOTES: The duties and responsibilities and limitations on the authority of the Resident On-Site Representative shall be as set forth in a separate Exhibit 'D'.			

3. Payment to the **Engineer** shall be made on a monthly basis, within 30 days of invoice for work completed to date, as per the following basis:

Fixed Fee or T&M*

Section 1 – Design Phase Services

<input checked="" type="checkbox"/>	1.01 North 1 st from East 3 rd St. To East 4 th St. Water Main Replacement Final Design	\$	14,000 LS
<input checked="" type="checkbox"/>	1.02 North 1 st Avenue Mill and Overlay East 3 rd St. to East 4 th St. Final Design	\$	5,600 LS
<input checked="" type="checkbox"/>	1.03 North Central Ave. Mill and Overlay East 3 rd St. to East 4 th St. Final Design	\$	5,600 LS
<input checked="" type="checkbox"/>	1.04 Lynwood Drive Mill and Overlay North Main Ave. to North 5 th Ave. Final Design	\$	11,200 LS
<input checked="" type="checkbox"/>	1.05 Maple Drive Mill and Overlay Oak Blvd. to Timberline Drive Final Design	\$	6,200 LS
<input checked="" type="checkbox"/>	1.06 Not Used	\$	

Section 2 – Construction Phase Services

<input checked="" type="checkbox"/>	2.01 Advertising, Bidding, Contract Award	\$	3,500 LS
<input checked="" type="checkbox"/>	2.02 Construction Administration	\$	3,500 LS
<input checked="" type="checkbox"/>	2.03 Construction Staking	\$	20,000 LS
<input checked="" type="checkbox"/>	2.04 Resident Project Representative (Not to exceed 30 days of construction)	\$	26,000 LS

Section 3 – Other Services

<input type="checkbox"/>	3.01 Permits Coordination	\$	
<input type="checkbox"/>	3.02 Soil Boring Coordination	\$	
<input type="checkbox"/>	3.03 Rights of Way Negotiations	\$	
<input type="checkbox"/>	3.04 Acquisition Plats	\$	
<input type="checkbox"/>	3.05 Storm Water Pollution Prevention Plan Observation (SWPPP)	\$	
<input type="checkbox"/>	3.06 Assessments	\$	
<input type="checkbox"/>	3.07 Funding Administration	\$	
<input type="checkbox"/>	3.08 Record Drawings	\$	
<input checked="" type="checkbox"/>	3.09 Additional Meetings	\$	1,500 LS
<input type="checkbox"/>	3.10 Color Exhibits	\$	
Total Project		\$	97,100 LS

* T&M = Time and Materials LS = Lump Sum Fixed Fee TBD = To Be Determined NA = Not Applicable

4. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the **OWNER** fails to make monthly payments due the **ENGINEER**, the **ENGINEER** may, after giving (7) days written notice to the **OWNER**, suspend services under this agreement.
5. THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS ATTACHED.
6. This Agreement represents the entire and integrated agreement between the **OWNER** and the **ENGINEER** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **OWNER** and the **ENGINEER**.

	Included	Not Included
Exhibit 'A' Hourly Rate Structure	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'B' Preliminary Opinion of Probable Costs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'C' Owner's Responsibilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'D' Duties, Responsibilities and Limitations of Authority of the Resident Project Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>

OWNER: City of Huxley, Iowa

ENGINEER: McClure Engineering Company

By: _____

Signed: _____

Title: _____

Title: Project Manager

(Effective 05/27/14)



McCLURE ENGINEERING COMPANY STANDARD TERMS AND CONDITIONS

ACCESS TO SITE: The Engineer shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The Engineer shall be entitled to rely upon the accuracy and completeness of data provided by the Owner and shall not assume liability for such data. The Engineer does not practice law, insurance or financing, therefore, the Owner shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. Owner shall hold Engineer harmless from damages that may arise as a result of inaccuracies of information or data supplied by Owner or others to Engineer.

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the Engineer's work by the Owner, the Engineer shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The Engineer will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

OWNERSHIP AND REUSE OF DOCUMENTS: All reports, plans, specifications, field data and other documents written and/or electronic, prepared by Engineer in doing work on the project, shall remain the property of the Engineer. The documents prepared by the Engineer for this Project are for use solely with respect to this Project. The Engineer's Drawings, Specifications or other documents shall not be used by the Owner on other projects or for additions to this Project, except by agreement in writing and with appropriate compensation to the Engineer.

OPINIONS OF PROBABLE COSTS: It is recognized that neither the Engineer nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of costs or evaluation prepared or agreed to by the Engineer.

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Engineer, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Engineer in the event the Project is permanently abandoned.

Failure of the Owner to make payments to the Engineer in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the Owner fails to make payment when due the Engineer for services, the Engineer may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Engineer within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

In the event of termination not the fault of the Engineer, the Engineer shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

CONTRACTOR MATTERS: The Engineer has no control over the Contractor's means, methods, schedule, costs, quality control, workmanship, on-site storm water runoff/erosion control, or project safety measures. For this reason, the Engineer shall not be responsible for or assume liability for the same.

UNDERGROUND UTILITIES: Information for location of underground utilities may come from the Owner, third parties, and/or research performed by the Engineer or its subcontractors. Unfortunately, the information the Engineer must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the Owner agrees to indemnify and hold harmless the Engineer for all claims, losses, costs and damages arising out of the location of underground utilities provided by the Engineer under this Agreement.

SHOP DRAWING REVIEW: If, as part of this Agreement Engineer reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by Engineer, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of Engineer in writing by the contractor. Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CONSTRUCTION OBSERVATION: If, as part of this Agreement, Engineer is providing construction observation services, Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in this Agreement, the Owner has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

HAZARDOUS MATERIALS - INDEMNIFICATION: The Engineer is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the Owner is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. Engineer makes no representations regarding an environmental site assessment, relies upon Owner to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

LIMITATION OF LIABILITY: The Engineer's liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

WAIVERS: The Owner and the Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The Owner and Engineer each shall require similar waivers from their contractors, consultants and agents.

ASSIGNMENT: The Owner and Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Engineer shall assign this Agreement without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the law of the principal place of business of the Engineer.

COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the Owner and Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Engineer.

(Effective 10/01/11)
(Supersedes 11/01/08)

EXHIBIT 'A'
McCLURE ENGINEERING COMPANY
HOURLY RATE SCHEDULE
(Effective through June 30, 2019)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Administrative	\$70.00
Client Liaison	\$180.00
Engineer I	\$110.00
Engineer II	\$140.00
Engineer III	\$170.00
Engineer IV	\$210.00
Project Manager I	\$170.00
Project Manager II	\$195.00
Project Coordinator	\$90.00
Principal	\$245.00
Senior Principal	\$295.00
Community Planner I	\$135.00
Community Planner II	\$225.00
Landscape Architect I	\$100.00
Landscape Architect II	\$130.00
Engineering Tech I	\$85.00
Engineering Tech II	\$100.00
Engineering Tech III	\$120.00
Engineering Tech IV	\$150.00
Land Surveyor I	\$130.00
Land Surveyor II	\$160.00
On-Site Representative I (OSR I)	\$105.00
On-Site Representative II (OSR II)	\$145.00
Crew Chief (CC)	\$120.00
Crew Member (CM)	\$90.00
Intern	\$70.00
Survey Crew	\$200.00

EQUIPMENT

3D Scanner per Scan	\$30.00
UAV per Flight	\$125.00
Sonar Boat	\$125.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage	\$0.70/Mile
Automobile Mileage (at current IRS rate)	\$0.545/Mile
Printing	At Cost + 10%
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	At Cost + 10%
Out-of-Pocket Expenses (Meals, Hotels, etc.)	At Cost + 10%

EXHIBIT 'C'

OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of the ENGINEER.

1. Designate in writing a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to ENGINEER'S services for the project.
2. Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.
3. Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary completion of the Project.
7. Attend the Prebid Conference, Bid opening, Preconstruction Conferences, Construction Progress Meetings and other job related meetings and Substantial Completion Inspection and Final Payment Inspection.
8. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any development that affects the scope or timing of the ENGINEER'S services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.

EXHIBIT 'D'

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the Work of the Contractor.

Through more frequent on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences, procedures, storm water runoff, erosion control, or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER'S agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER'S agent at the site, will act as directed by and under the direction of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with sub-contractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. **Schedules:** Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. **Conferences and Meetings:** Attend meetings with CONTRACTOR, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. **Liaison:**
 - a. Serve as ENGINEER'S liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER'S liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER'S on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. **Shop Drawings and Samples:**
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples that are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
 - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. *Modifications:* Consider and evaluate CONTRACTOR's suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. *Records:*
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences. Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, and additional Drawings issued subsequent to the execution of the Contract. ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
9. *Reports:*
 - a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with ENGINEER in advance of schedule major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes and Field Orders.
 - d. Report immediately to ENGINEER and OWNER upon occurrence of any accident.
10. *Payment Requests:* Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values. Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. *Completion:*

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER'S authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, storm water management, erosion control or other procedures of construction.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawings or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by other except as specifically authorized by ENGINEER.



VEENSTRA & KIMM, INC.

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

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

May 22, 2019

Jeff Peterson
City of Huxley
515 N. Main Avenue
Huxley, Iowa 50124

CITY OF HUXLEY, IOWA
2019 STREET IMPROVEMENTS
NORTH FIRST STREET WATER MAIN REPLACEMENT
ENGINEERING SERVICES

This letter sets forth our proposal for engineering services to be provided for the design of the 2019 Street Improvements and North First Street Water Main Replacement project in Huxley, Iowa. It also includes information on additional engineering services the City may elect to have Veenstra & Kimm, Inc. perform during construction of the project.

PROJECT SCOPE

We understand that the project consists of the following proposed improvements:

1. Placement of an asphalt overlay over several streets within the City. Streets to be overlaid include:
 - North 1st Avenue between East 3rd Street and East 4th Street
 - North Central Avenue between East 3rd Street and East 4th Street
 - Lynwood Drive between North Main Avenue and North 5th Avenue
 - Maple Drive between Oak Boulevard and Timberline Drive

It is understood that the above streets may need to be milled, patched, or repaired prior to being overlaid.

2. Replacement of the existing 4-inch water main on North 1st Avenue between East 4th Street and East 3rd Street with a new 8-inch water main.

SCOPE OF SERVICES

We propose the following engineering services be provided for the design of the project:

1. **Topographic Survey.** Perform detailed survey along North 1st Avenue as needed for the design of the water main replacement. It is proposed that the streets to be asphalt overlaid will have limited topographic surveying performed. Surveying performed will be to locate castings, evaluate certain driveways and evaluate certain pedestrian curb ramps. It is proposed that the overlay improvements be shown on aerial drawings.
2. **Final Design and Plans.** Prepare final drawings and specifications indicating the scope, extent and character of the work to be performed and furnished by the contractor. Revise drawings and specifications as needed in response to review by Owner and applicable City officials. Provide Owner with opinion of probable construction costs. Prepare and furnish bidding documents for review by Owner, its legal counsel and other advisors, and revise bidding documents as needed.
3. **Permitting.** Prepare and furnish necessary permits for the Iowa Department of Natural Resources for replacement of water main on North 1st Avenue between East 3rd Street and East 4th Street. Permit fees will be the responsibility of the Owner.
4. **Bidding.** Deliver assistance with bid solicitation through notification and invitation of contractors, answer questions of the contractors and Owner, issuance of the addenda as necessary, attendance at the bid opening, preparation of recommendation of award letter and contract preparation.

ELECTIVE ADDITIONAL SERVICES

Below is information on additional services the City of Huxley may elect to have Veenstra & Kimm, Inc. perform during construction of the project.

1. **Construction Staking.** Provide construction staking as necessary to include the establishment of required benchmarks and baselines for locations, elevations and grades of construction for the water main replacement work on North 1st Avenue.

2. **Construction Administration.** 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. Make final review after construction is completed to determine if the construction complies with the plans and specifications, and certify 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.
 - i. Provide the City with plans showing the final as-built construction.
3. **Construction Observation.** Provide resident review services understood to include the detailed observation and review of work of the contractors and materials to assure compliance with the plans and specifications.

The Engineers shall provide resident review services by assigning resident engineers and/or engineering technicians to the project for such periods reasonably required to ensure proper review of the construction work.

COMPENSATION SCHEDULE

Below is a compensation schedule for the engineering services described in this correspondence:

Service	Compensation
Topographic Survey	\$ 5,800
Final Design	15,900
Permitting	900
Bidding	1,200
Total	\$23,800
Elective Additional Services	
Staking	1,800
Construction Administration including As-built Drawings	7,700
Resident Observation	6,200
Total	\$15,700

Anticipated reimbursable expenses such as travel time, mileage expense, printing costs and recording fees are included in the compensation schedule.

ADDITIONAL SERVICES

If any unforeseen circumstances are discovered as a result of the survey and engineering work as described above and if any additional fees will apply in the event that this situation arises, the Owner will be notified immediately prior to proceeding with any additional necessary work.

Jeff Peterson
May 22, 2019
Page 5

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

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

VEENSTRA & KIMM, INC.



Forrest S. Aldrich

0-03

Accepted this _____ day of _____, 2019.

CITY OF HUXLEY, IOWA

ATTEST:

By _____
Mayor

By _____
City Clerk

RESOLUTION NO. 19-087

**AN AMENDED RESOLUTION ANNEXING A CERTAIN PARCEL OF REAL ESTATE
OWNED BY LEONARD LARSON AND LEONA LARSON AT THE SE CORNER OF
I-35 AND HW 210**

WHEREAS, Leonard Larson and Leona Larson have filed an application requesting that the following described real estate be annexed to the City of Huxley Iowa:

LEGAL DESCRIPTION:

*A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF
SECTION 31, TOWNSHIP 82 NORTH, RANGE 23 WEST OF THE 5TH P.M., 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).*

LAYMAN'S DESCRIPTION:

Property in Story County lying Southeast of Huxley City Limit

WHEREAS, the City Council approved Resolution No. 19-051 on April 23, 2019, which Resolution did not identify Leona Larson as an owner of the real estate.

WHEREAS, Leona Larson has signed the Annexation Application as shown on the attached Exhibit "A".

WHEREAS, the City has worked with the Story County auditor to obtain confirmation of the ownership of the real estate as shown on the attached Exhibit "B".

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Huxley Iowa, that the above-described real estate owned by Leonard Larson and Leona Larson should be annexed and is hereby annexed to and made a part of the City of Huxley, Iowa.

BE IT FURTHER RESOLVED by the City Council of the City of Huxley, Iowa, that the City Clerk be and is hereby authorized to forward the annexation proposal to the City Development Board along with all required materials, all as provided in the Code of Iowa.

June 11, 2019

Huxley City Council
515 North Main Avenue
Huxley, Iowa 50124

RE: Voluntary Annexation Request

Dear Mayor Henry and Huxley City Council Members:

As owners of property located at 56800 Highway 210, we are 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., 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).

The official and final annexation of the land described above shall be contingent upon the actual and executed sale of said land to Kum & Go, LC. Should Kum & Go, LC elect not to purchase the land described above, we reserve the right to withdraw the annexation request so that said land shall remain within unincorporated Story County.


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 us know if you need additional information.

Sincerely,



Leonard Larson



Leona Larson

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

PUBLIC SAFETY

ORDINANCE NO. 500

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF
THE CITY OF HUXLEY, IOWA, BY AMENDING PROVISIONS OF
THE ORDINANCE REGARDING FIREWORKS USE**

Whereas, the City of Huxley deems the use of certain consumer fireworks as a threat to public safety and a nuisance to landowners.

Be It Enacted by the City Council of the City of Huxley, Iowa:

SECTION 1. Section 41.14, Fireworks, is hereby amended by deleting the current definition and inserting in lieu thereof the following:

1. Definition.

a. "Consumer Fireworks" means those fireworks as defined by Iowa Code Section 727.2 that may be sold within the City even though the use of those items is prohibited.

b. "First-class Consumer Fireworks" means the following Consumer Fireworks, as described in the American Pyrotechnics Association's standard 87-1, Chapter 3:

1. Serial shell kits and reloadable tubes.

2. Chasers.

3. Helicopter and aerial spinners.

4. Firecrackers.

5. Mine and shell devices.

6. Missile type rockets.

7. Roman candles.

8. Skyrockets and bottle rockets.

9. Multiple tube devices under this paragraph (b) that are manufactured in accordance with APA 87-1, Section 3.5.

c. "Second-class Consumer Fireworks" means the following Consumer Fireworks, as described in APA 87-1, Chapter 3:

1. Cone fountains.

2. Cylindrical fountains.
 3. Flitter sparklers.
 4. Ground and hand-held sparkling devices, including multiple tube ground and hand-held sparkling devices that are manufactured in accordance with APA 87-1, Section 3.5.
 5. Ground spinners.
 6. Illuminating torches.
 7. Toy smoke devices that are not classified as novelties pursuant to APA 87-1, Section 3.2.
 8. Wheels.
 9. Wire or dipped sparklers that are not classified as novelties pursuant to APA 87-1, section 3.2.
- d. "Display Fireworks" means those fireworks as defined by Iowa Code Section 727.2(1)(b).

SECTION 2. Section 41.14, Fireworks, is hereby amended by deleting the current regulations and inserting in lieu thereof the following:

2. Regulations.

- a. It shall be unlawful for any person to use or explode any explosive, explosive material or First-class Consumer Fireworks and Second-class Consumer Fireworks within the corporate limits of the City, *except {state dates that it would be allowable to use or explode fireworks}.*
- b. It shall be unlawful for any person to offer for sale, expose for sale, sell at retail, or use or explode any explosive, explosive material or First-class Consumer Fireworks and Second-class Fireworks within the corporate limits of the City unless granted a permit as provided in Section 41.14(2)(B) the Huxley Municipal Code. Sales of Display Fireworks may be made for that purpose only.
- c. It shall be unlawful for any person to use or explode any Display Fireworks within the corporate limits of the City unless, upon application in writing, the City has issued a permit to a City agency, fair association, amusement park or other organizations or groups of individuals approved by City authorities to display fireworks and such display will be handled by a competent operator.

SECTION 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. This ordinance shall be effective upon its passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2019.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

Publication Date: _____

Record Of Vote of Ordinance No.500

First Reading _____ (Date)

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

Second Reading _____ (Date)

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

Third Reading _____ (Date)

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

STATE OF IOWA
COUNTY OF STORY
CITY OF HUXLEY

SS:

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

WITNESS MY HAND this ____ day of _____, 2019.

Jolene Lettow, City Clerk

FIREWORKS ORDINANCES

CITY	Dates and Times	Special
CAMBRIDGE	JUNE 1-JULY 8 0900-2200	JUNE 29/30, JULY 4/6/7 0900-2300
COLLINS	JULY 3-5 0800-2300	
COLO	JULY 3-5 0800-2300	
COUNTY	JUNE 1-JULY 8 0900-2200	JUNE 29/30, JULY 4/6/7 0900-2300
GILBERT	NONE EXCEPT BY CITY PERMIT	
HUXLEY	NONE EXCEPT BY CITY PERMIT	
KELLEY	JULY 3-5 1200-2200	
MAXWELL	JUNE 1-JULY 8 0900-2200	JUNE 29/30, JULY 4/6/7 0900-2300
McCALLSBURG		
NEVADA	JULY 1-4 1800-2200	JULY 4 1200-2300
ROLAND	JULY 3-5 DAWN-2300	
SHELDAHL		
SLATER	JUNE 1-JULY 8 0900-2200	JUNE 29/30, JULY 4/6/7 0900-2300
STORY CITY	NONE EXCEPT BY PERMIT	
ZEARING	NONE EXCEPT BY CITY PERMIT	

Sheldahl and McCallsburg are supposed to be getting in touch with me with their ordinances as well, if you receive a pbx or fax with their information please take the information and place it in my mailbox or locker, feel free to write it onto this page. Thank you,

Riley

FINANCE

RESOLUTION NO. 19-088

**RESOLUTION SETTING SALARIES FOR FISCAL YEAR 2020 FOR APPOINTED OFFICERS AND
EMPLOYEES OF THE CITY OF HUXLEY, IOWA; AND ESTABLISHING AN EFFECTIVE DATE
FOR THIS RESOLUTION**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUXLEY:

SECTION 1. The following persons and positions named, upon completion of their evaluation, a satisfactory review and completing requirements for position, shall be paid the salaries or wages indicated. These wages are less legally required or authorized deductions from the amounts set out below on a bi-weekly basis and also make such contributions to Social Security, Medicare, I.P.E.R.S or other purposes as required by law or authorization of the City Council, all subject to audit and review by the City Council. All employees in the table below will be considered regular full-time and part-time employees. Full-time employees working at least a 40 hour week and part-time less than 40 hours.

POSITION	EMPLOYEE NAME	ANNUAL SALARY OR HOURLY RATE FOR FY 2019	ANNUAL SALARY OR HOURLY RATE FOR FY 2020 AS OF 07/01/19 Payroll Period	CLASSIFICATION ANNUAL SALARY (SAL) OR HOURLY (HR)
POLICE				
POLICE CHIEF	GERALD STOLL	\$ 65,100.00	\$ 69,657.00	ANNUAL SALARY
SERGEANT	JOE MARCHESANO	\$ 27.29	\$ 28.93	HOURLY RATE
SERGEANT	NATHAN ALBAUGH	\$ 27.29	\$ 28.93	HOURLY RATE
POLICE OFFICER	GERALD CALIGIURI	\$ 25.23	\$ 26.74	HOURLY RATE
POLICE OFFICER	JAQUELINE GLOEDE	\$ 25.23	\$ 26.74	HOURLY RATE
PUBLIC WORKS				
PUBLIC WORKS DIRECTOR	JEFF PETERSON	\$ 76,164.00	\$ 80,734.00	ANNUAL SALARY
WATER SUPERVISOR/ASST. PWD	KEITH VITZTHUM	\$ 31.57	\$ 33.46	HOURLY RATE
WASTEWATER SUPERVISOR	BRUCE TIMMONS	\$ 29.85	\$ 30.75	HOURLY RATE
STREET SUPERVISOR	MATHEW KAHLER	\$ 23.92	\$ 25.36	HOURLY RATE
PUBLIC WORKS EMP. UTILITY II	AUSTIN STRUMPFER	\$ 21.30	\$ 22.47	HOURLY RATE
PUBLIC WORKS EMP.	JACOB HANKS	\$ 20.08	\$ 21.21	HOURLY RATE
PUBLIC UTILITY EMP./PARKS	ROCKY SMITH	\$ 18.78	\$ 19.72	HOURLY RATE
PARKS AND RECREATION				
PARKS & RECREATION DIR.	HEATHER DINGER	\$ 54,140.00	\$ 57,388.00	ANNUAL SALARY
ADMINISTRATIVE ASSISTANT	KERRI MULDER	\$ 20.96	\$ 22.01	HOURLY RATE
ADMINISTRATION				
CITY ADMINISTRATOR	JOHN HALDEMAN	\$ 98,078.00	\$ 100,040.00	ANNUAL SALARY
CITY CLERK/FINANCE OFFICER	JOLENE LETTOW	\$ 28.58	\$ 30.30	HOURLY RATE
UTILITY CLERK/ZONING SECRETARY/DEP. CC	AMY KAPLAN	\$ 22.78	\$ 24.15	HOURLY RATE
ADMINISTRATIVE CLERK	LISA WHEELER	\$ 28.70	\$ 30.42	PT HOURLY RATE
ADMIN. CLERK-PART TIME	KAREN ANDERSON	\$ 15.38	\$ 15.38	HOURLY RATE
CUSTODIAN	DOLAN OLSON	\$ 15.00	\$ 16.00	HOURLY RATE

Any Public Works employee who obtains a license above what they are required to have will receive a designated increase for each license obtained.

SECTION 2. The normal work week for the City of Huxley shall begin on Saturday at 12.01 a.m. and end on the following Friday at midnight.

SECTION 3. Job descriptions, rules and benefits will be provided to each employee and updated as required.

SECTION 4. GROUP HEALTH INSURANCE AND BENEFITS: The City will provide benefits to the City employees as outlined in the City's Personnel Manual and related resolutions.

SECTION 5. MILAGE REIMBURSEMENT/AUTO ALLOWANCE: If an employee is asked to travel on behalf of the City they shall use a City vehicle when it is possible to do so. If an employee has to use their own vehicle they shall be reimbursed at the rate set by the IRS for that fiscal year. If it is less to travel by air then that option will be implemented. If it is less costly to travel by air and the employee elects to travel by vehicle and they use their vehicle, the employee shall not receive reimbursement greater than the lesser cost between air and vehicle.

SECTION 6. EFFECTIVE DATE: The effective date of these salaries and policies shall be *July 1, 2019*. Those employees that are in their probationary period at the time this resolution becomes effective shall be eligible upon successfully completing their probationary period.

SECTION 7. COMPENSATORY TIME: An employee may choose to receive comp time or overtime for hours worked over 40 hours in a work week. No employee shall accumulate more than 40 hours of compensatory time in any calendar year. Any employee that has reached the maximum of 40 hours may not select comp time but shall receive overtime for approved hours earned over 40 hours worked or until such time that compensatory time has fallen below 40 hours.

SECTION 8. This resolution declares null and void any sections of previously approved salary resolutions in conflict with sections of this resolution.

--

PASSED, ADOPTED AND APPROVED this ____ day of June, 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. 19-088** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this _____ day of June, 2019.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

RESOLUTION NO. 19-090

A RESOLUTION APPROVING PURCHASE OF LED BULBS FROM YELLOW/BLUE LED

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huxley, Iowa, approves the purchase of LED bulbs from YELLOW/BLUE LED as indicated in attached memo and quotes.

PASSED, ADOPTED AND APPROVED this ____ day of June, 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. 19-090** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this _____ day of June, 2019.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

6/10/19

John, Jeff, and Keith,

I have been analyzing the two bids we received for the new lighting and have found, to the best of my knowledge, that Yellow Blue LED has the better price at \$6471.50. The bulb guy has a price of \$8742.50 for the same "lighting project". I did not receive an itemized list of the lighting for each individual room from the Bulb Guy like I did from yellow blue LED. This is another reason I believe that we should use Yellow Blue.

I am also aware that the most widely used bulbs Yellow Blue are putting in, are two watts less than the ones the Bulb Guy is putting in. I believe with LED lighting and the number of bulbs in this building, we will still get enough light from the 12W bulbs. They both have different names for their product, so it is hard to get an actual apple to apples estimate. For the price difference, I believe, we can live with 12W bulbs.

I have added up the total bulbs, and Yellow Blue LED has the closest estimate to the bulbs I counted. They will be installing new cat walk lights where the Bulb Guy is not figuring in replacing those. The Bulb Guy's bid is missing 10 linear lights, which are office lights.

I was only able to get two bids for the lighting project. There are very few companies that do this kind of work.

Bruce Timmons

April 9, 2019



City of Huxley
Re: Waste Water Treatment Plant
Attn: Jeff

Please find the pricing below to convert the waste water treatment plant lighting we discussed to LED.

<u>Item #</u>	<u>Item Name</u>	<u>Item Description</u>	<u>Ordered</u>	<u>Price</u>	<u>Extended</u>
81887	T8FR14/840/BYP2/DE/LED	14W LED Double Ended Direct Wire T8, 4000K	143	\$9.00	\$1,287.00
8024	LED-8024M40-A	45W LED Retrofit Lamp, Mogul Base, 4000K	6	\$71.29	\$427.74
8033	LED-8033E40-A	35W LED Retrofit Lamp, Medium Base, 4000K	14	\$67.00	\$938.00
8089	LED-8089M40	80W LED Retrofit Lamp, Mogul Base, 4000K	14	\$159.99	\$2,239.86
1364	Installation	Installation of Materials Listed	1	\$3,605.00	\$3,605.00
2084	Misc Materials	Materials Required for Installation	1	\$79.27	\$79.27
1357	Rec 4ft	Recycling of 4ft Lamps	143	\$0.59	\$84.37
1371	Rec HID	Recycling of HID Lamps	34	\$2.39	\$81.26
				Tax	\$0.00
				Invoice Total	\$8,742.50

We estimate the post-purchase rebate of this project to be \$429.00, bringing your final out-of-pocket expense to **\$8,313.50** through Consumer's Energy. This rebate is valid as of the date of this quote. The rebate provider reserves the right to reduce or eliminate rebates without notice at any time. Please contact us to determine current rebate eligibility.

Feel free to contact me if you have any questions.

Warm Regards,

Blaine Bancks
BulbGuy Lighting
407 SW 8th St.
Des Moines, IA 50309
Ph: 515-777-2765
Fax: 515-777-3623
Cell: 515-802-9360
Blaine@bulbguylighting.com



LIGHTING PROPOSAL

Prepared For:

Huxley Waste Water(No street lights)

515 N. Main Ave

Huxley, IA 50124

Presented By:

Carmin Henderson

515-657-1844

carmin@myyellowblue.com

Proposal Date: May 20, 2019



ABOUT US

Unlike the many companies who were forced to consider green practices to remain viable in today's marketplace, yellowblue was founded on ecology driven principles. Since the beginning, we realized that eco technologies would serve as the primary resource of the future. That knowledge provided a significant lead in research and development that has placed our company at the forefront of the green industry.

Today, as consumers become more educated about safer and sustainable energy alternatives, they prefer dealing with concentrated green technology companies. Having an investigative and implemental jump on new technologies and practices ensures that we can deliver products and services that are not only green but cost-effective. Green is not just a trend or a wave of the future—it is the future.

OBJECTIVES & BENEFITS

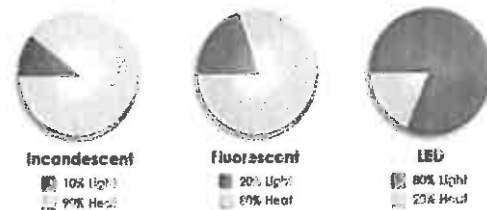
Objectives

1. Maximize savings while improving lighting output
2. Provide uniform light that maintains output over time
3. Justify the improvement with reasonable payback

Benefits

- Consumes 80% less energy than incandescent and 50% less energy than fluorescent
- Lower maintenance costs - most fixture applications rated for 50,000 hours (15 years)
- No harmful mercury and low heat emission = lower cooling cost
- Color rendering and consistency is near perfect
- Emits few greenhouse gases and almost all components are 100% recyclable

Energy Efficiency:
Incandescent vs Fluorescent Tubes vs LED



LED Lamp

The light-emitting diode (LED) is one of today's most energy-efficient and rapidly-developing lighting technologies. Quality LED light bulbs last longer, are more durable, and offer comparable or better light quality than other types of lighting. The high efficiency and directional nature of LEDs makes them ideal for many industrial uses.



Crossover Analysis

Current Lighting Expense



■ Current Annual Lighting

Proposed Lighting Expense



■ Proposed Annual Lighting ■ Annual Savings

Chart Data

Energy and Savings

Current Lighting Expense	\$3,013.91
Proposed Lighting Expense	\$819.65
Annual Savings	\$2,194.26
Existing kWh Use	24,306
Proposed kWh Use	6,610
Annual kWh Savings	17,696
kWh Load Reduction	70.86%
Annual Maintenance/AC Savings	\$790.06

Return

Total Monthly Savings <small>(Savings = Energy, Maintenance, AC)</small>	\$248.69
Total Savings Over 1 Year	\$2,984.32
Total Savings Over 5 Years	\$14,921.60
Total Savings Over 10 Years	\$29,843.19
Total Savings Over 20 Years	\$59,686.39

Rebates and Incentives

Estimated Utility Rebate	\$500.00
Estimated Tax Incentive <small>(Consult your tax advisor.)</small>	\$0.00
Payback Period in Years Before Rebates and Incentives	2.34
Payback Period in Years After Rebates and Incentives	2.17

**DID YOU
KNOW?**

LED Lighting consumes 80% less energy than incandescent and 50% less energy than fluorescent and it is one of very few green products that actually produces cost savings

OPTION 1 CURRENT LIGHTING

5 YEAR COST	10 YEAR COST	20 YEAR COST
\$19,019.85	\$38,039.69	\$76,079.39

OPTION 2 PROPOSED LIGHTING

5 YEAR COST	10 YEAR COST	20 YEAR COST
\$10,569.75	\$14,668.00	\$22,864.50

COST OF WAITING

5 YEAR NET	10 YEAR NET	20 YEAR NET
\$8,450.10	\$23,371.69	\$53,214.89

***Figures or percentages indicated in this proposal are considered to be generated on the best efforts basis, based on certain stipulated conditions concerning blended kWh electricity rate; hours of operation; existing lighting system data, and proposed lighting system data. All calculations or figures are estimates or based on estimated information.*



CUSTOMER ACKNOWLEDGMENTS

- ☐ Pricing Valid for 30 days
- ☐ Figures or percentages indicated in this proposal are considered to be generated on the best efforts basis, based on certain stipulated conditions concerning blended kWh electricity rate, hours of operation, existing lighting system data, and proposed lighting system data. **All calculations or figures are estimates or based on estimated information.**
- ☐ HVAC operating hours source: Controlling Energy Consumption in Single Buildings, U.S. Department of the Navy, Naval Civil Engineering Lab, CR82-026, 1982
- ☐ HVAC savings calculated using formulas created by Rundquist Associates, using data from ASHRAE, validated by DOE-2 Computer modeling. Available at <http://www.lightsearch.com/resources/lightguides/hvac.html>

PROPOSAL ACCEPTANCE

Huxley Waste Water(No street lights)

Investments

Product, Sales Tax and Shipping	\$4,575.23
Estimated Installation	\$2,396.28
Total Proposed Amount	\$6,971.50
Estimated Rebate	\$500.00
Estimated Net Cost	\$6,471.50

yellowblue LED, LLC proposes hereby to furnish materials and services as specified herein:

Cash

- ☐ Standard cash payment is due with approval and customer purchase order. With regard to miscellaneous project costs and change orders (if any), a final invoice will be issued and due on receipt of invoice. All major credit cards accepted.

Finance

- ☐ Customer will approve and sign off on payment being made by Finance Company to yellowblue LED, LLC upon availability of funds.

☐ ***Acceptance of proposal:** The prices, specifications and terms contained herein are satisfactory and are hereby accepted. I accept and agree to the items selected above and understand that best effort practices were used in the evaluation of my property. I accept that if some product was missed in the initial review and count of my property, I will be expected to pay for any additional product I choose to add during the installation process. yellowblue LED, LLC is authorized to proceed with the project and to provide the products and services as specified. Payments will be made as outlined above. I have read and agree to the terms, conditions, and statements contained herein. yellowblue LED, LLC is not affiliated with, nor represents, any utility company. Any and all presented rebate programs and rebate amounts are estimated and solely based on information given to yellowblue LED, LLC from the utility company. All rebate matters are handled directly between the customer and the utility company. Yellowblue installation includes replacing existing fixtures only and wiring from structure to new fixture only. All other installation requirements must be on a separate, itemized bid and is the sole responsibility of the customer.

Payment Notes:

Check #

CC#

Exp

CVV/CVC

Zip

Remit Payments to Yellowblue LED 2310 SE Delaware Avenue, Ste. G-117, Ankeny, Iowa 50021

Customer Signature:

Date:

Name:

Email:

Title:

Purchase Order#:

Yellow Blue Signature:

Name:

Date:

CUSTOMER

Carmin Henderson

Huxley Waste Water(No street lights)
 515 N. Main Ave
 Huxley, IA 50124

Keith Vitzthum
 515-383-4309
 kvitzthum@huxleyiowa.org

PRODUCT SUMMARY

<i>Location</i>	<i>Item Description</i>	<i>Quantity</i>
Shop	LED Linear HO	24
Offices	LED Linear	69
Utility/Electical Rm	LED Linear	12
Lab Closet	LED Linear	2
Exterior	LED small wllpk w/p.cel	3
Storage Bldg	LED Highbay	6
Head Works Bldg	LED Linear	26
Head Works Ext	LED small wllpk w/p.cel	2
Exterior OD Platform-		
Platform	LED A21 15W	14
Blower Bldg Ext	LED small wllpk w/p.cel	3
Blower Bldg Interior	LED Linear	26
Blower Bldg(Stairs)	LED A21 15W	6
Driveway Pole Lights	DO NOT QUOTE	

RESOLUTION NO. 19-091

A RESOLUTION APPROVING AGREEMENT WITH THE AMES ECONOMIC DEVELOPMENT COMMISSION

WHEREAS, *there are many definitions for economic development, these are just a couple*

“Economic development ... If the local quality of life could be improved, economic development would be enhanced. Its scope includes the process and policies by which a nation improves the economic, political, and social well-being of its people. “

“I agree with the consensus that development is not only about economic growth but also the process of improving people's lives through social and political institutions.”

“ economic development:... a monitored, managed, or encouraged process of change brought about by enterprise development combined with the creation of wealth; Economic growth in a location gained from an influx of capital put to use for the common good of those who live and work together in the area; that which results from the startup or expansion of enterprise operations in a community.”

WHEREAS, no matter how you define it, for a community such as ours it is a matter of securing a better future for our community. Economic development is not just one person but involves many people within in the community and surrounding areas. The economy over the past few years has not been ideal for commercial or industrial growth. However signs are starting to indicate a change and we as a community need to prepare ourselves for that change; and

WHEREAS, how can we best prepare ourselves, our community and its future to take advantage of the opportunities in 2018 and coming years? Economic development and community growth starts with people, ideas, planning and structure to promote, support and secure potential clients; and

WHEREAS, a group of community residents gathered in 2011 to discuss Huxley's future and how best to move forward and indicated a partnership with the Ames Economic Development Commission would be something to pursue and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huxley, Iowa, that the City Council approves an agreement with the Ames Economic Development Commission (AEDC) for fiscal year 2020 and authorizes the Mayor to sign said agreement on behalf of the City.

PASSED, ADOPTED AND APPROVED this ____ day of June, 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. 19-091** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this _____ day of June, 2018.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

June 21, 2019

Mayor Craig Henry
City of Huxley
515 N. Main Ave.
Huxley, IA 50124

Mayor Henry,

I write to you and the Huxley City Council respectfully seeking your consideration for the renewal of the Contract for Economic Development Services between the City of Huxley and the Ames Economic Development Commission (AEDC).

In the past year, it has been our pleasure to be a part of the success in your local economy. In Blue Sky Commons, we celebrated the grand opening of Innovative Technologies. On Main Street, we have been overjoyed with progress at Fenceline Brewing while eagerly awaiting its opening. Whether it is a business in your industrial park or an amenity in your downtown, we believe that Huxley will continue to see growth and success through our contractual relationship.

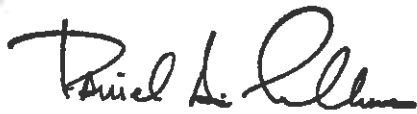
Furthermore, the recruitment of Automed to Blue Sky Commons was particularly exciting, as this start-up will hire and train 40 new workers, most of whom will earn salaries above Story County's production wage. Operating out of an existing facility, Automed will manufacture its products and conduct new research and development. Financial support from Ames Seed Capital, as well as a \$300,000 low-interest loan from the Iowa Economic Development Authority, made this project possible. This success further underscores the value of our regional partnerships.

While we have enjoyed incredible economic growth and development, our work is unrelenting on your behalf. We continue to market your existing sites and buildings and work with the employers in your community through our Business Retention/Expansion and Workforce Solutions programs. We are also focused on empowering the Huxley Development Corporation (HDC) while working toward greater implementation of its economic development plan. All of

this is underway, because we know that our commitment to your community is what sustains our positive and longstanding relationship.

Thank you for your consideration of renewing our \$30,000 contract. My team and I look forward to continuing to support the economic development efforts of the Huxley community.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel A. Culhane". The signature is fluid and cursive, with the first name "Daniel" being the most prominent.

Daniel A. Culhane, CEcD, CCE
President & CEO
Ames Economic Development Commission

CC: Members of the Huxley City Council
 Dave Jensen
 Dave Kuhn
 Greg Mulder
 Rick Peterson
 Tracey Roberts
 Cozette Rosburg, Chair, AEDC Board of Directors
 John Haldeman, Board Member, AEDC Board of Directors

Contract for Economic Development Services

THIS AGREEMENT, made and entered into the 1st day of July 2019, by and between the **AMES ECONOMIC DEVELOPMENT COMMISSION (AEDC)** and the **CITY OF HUXLEY**.

This agreement states the City of Huxley will purchase certain services from the AEDC in lieu of hiring additional permanent staff.

I. Purpose

The purpose of this Agreement is to procure for the City of Huxley and its citizens certain economic development related services.

II. Scope of Services

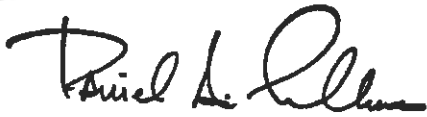
In consideration for the payment of \$30,000 the AEDC shall provide the following economic development related services to the City of Huxley and its citizens during the term of this agreement:

- The AEDC will serve as the lead contact for business representatives hoping to locate in Huxley or to expand existing businesses in the Huxley and surrounding area. In this capacity the AEDC will respond to information requests, coordinate the completion and submittal of state and local incentive applications, and represent the Huxley community in showing sites and buildings to prospective businesses.
- The AEDC will visit with all major companies to identify challenges and opportunities facing Huxley businesses via the AEDC Business Retention program.
- The AEDC will serve as the primary marketing entity for business recruitment to highlight the community of Huxley and its business parks including the Huxley Industrial Park, Blue Sky Commons and any other available site or building.
- The AEDC will report two times per year to the Huxley city council on related activities. These will occur in October 2019 and April 2020 and outline AEDC activities related to representing the Huxley community such as number of contacts made with prospective companies, representation at trade shows and marketing trips and website activity based upon the AEDC's electronic marketing efforts.

III. Method of Payment and Duration of Services

Payment for services will be invoiced to the City of Huxley. Services will be for the fiscal year of 2020 (July 1, 2019 to June 30, 2020) **and will not renew automatically.** The Contract for Economic Development Services will be reviewed annually. Cancellation of this contract by either party must be made in writing 30 days prior to cancellation.

Ames Economic Development Commission



By:

Daniel A. Culhane, President & CEO

City of Huxley

By: _____

Craig D. Henry, Mayor