

CITY OF HUXLEY

TUESDAY – AUGUST 28, 2018 – HUXLEY CITY HALL

AGENDA

CITY COUNCIL MEETING – 6:00 PM

ROLL CALL

QUORUM PRESENT

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

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

- 5.01) TO APPROVE THE MINUTES FROM THE FOLLOWING MEETINGS:
AUGUST 14, 2018 -- Regular Council Meeting & Worksession
- 5.02) TO APPROVE FINANCIAL REPORTS AND PAYMENT OF BILLS.
- 5.03) TO APPROVE BEER, WINE AND LIQUOR LICENSES, CIGARETTE PERMITS RENEWALS.
- 5.04) TO APPROVE SHIRLEY CRIPPEN TO THE HUXLEY LIBRARY BOARD.

AGENDA ITEMS:

- 6.00) COMMUNITY BETTERMENT:
 - 6.01) DISCUSSION AND POSSIBLE ACTION ON THE **THIRD AND FINAL READING OF ORDINANCE NO. 484** AMENDING THE CODE OF ORDINANCES, CHAPTER 166 SUBDIVISION REGULATIONS, TO REQUIRE SEPARATE EASEMENT AGREEMENTS AS PART OF THE PLAT REQUIREMENTS
 - 6.02) DISCUSSION AND POSSIBLE ACTION ON **SECOND READING OF ORDINANCE # 486** AMENDING THE CODE OF ORDINANCES OF THE CITY OF HUXLEY, IOWA, CHAPTER 160, SWIMMING POOL AND SPA CODE, REGARDING PERMITS.
- 7.00) PUBLIC SAFETY:
 - 7.01) DISCUSSION AND POSSIBLE ACTION ON **RESOLUTION NO. 18-075** TO HIRE GERALD (JJ) CALIGIURI TO FILL THE VACANCY FOR PERMANENT FULL-TIME POLICE OFFICER.
 - 7.02) DISCUSSION AND POSSIBLE ACTION ON **RESOLUTION NO. 18-076** APPROVING PAY ADJUSTMENT FOR NICK SWANSON FOR RESERVE OFFICER.

8.00) FINANCE: NONE

9.00) LEISURE ACTIVITIES:

9.01) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 18-077 TO APPROVE PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR THE HEART OF IOWA NATURE TRAIL.

10.00) ADMINISTRATIVE BUSINESS: NONE

COMMENTS FROM STAFF, COUNCIL AND MAYOR.

CLOSED SESSION – CHAPTER 21.5 (i)

A Motion to hold a Closed Session in accordance with Iowa Code Section 21.5(i) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase/decrease the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.

ADJOURNMENT

WORKSESSION:

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

DISCUSSION TOPICS;

THAT THE FOLLOWING TOPICS ARE SUGGESTED AND THEY DO NOT REFLECT ALL THE POSSIBLE ITEMS THAT COULD BE DISCUSSED OR NOT. THE LISTING BELOW DOES NOT NECESSARILY REFLECT THE ORDER IN WHICH THE ITEMS WILL BE DISCUSSED OR IF THEY WOULD BE DISCUSSED AT THIS MEETING.

NO ACTION WILL BE TAKEN ON ANY OF THE ITEMS AND THE LIST MAY CHANGE PRIOR TO OR AT THE MEETING. NO PARTICULAR ORDER AT THIS TIME

1. Concrete in front of 3Cs
2. Park and Rec
3. Police Department Reorganization
4. 560th Street
5. Northland Financing and CIP

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

8-28-18 Council Claims List

	A	B	C
1	VENDOR NAME	DESCRIPTION	GROSS AMOUNT
2	BAKER GROUP	REPAIR AC IN 3C'S BUILDING	\$ 708.00
3	BUD'S AUTO REPAIR INC	PD VEHICLE SERVICE	\$ 55.79
4	CARDMEMBER SERVICE	SEE ATTACHED	\$ 4,301.89
5	CINTAS CORPORATION	FIRST AID SUPPLIES	\$ 88.76
6	CLASSIC BUILDERS	BUILDING PERMIT DEPOSIT REFUND	\$ 500.00
7	COMPASS MINERALS AMERICA	COARSE ROCK SALT	\$ 3,259.56
8	CONSOLIDATED MANAGEMENT CO	LUNCHES FOR FTO TRAINING	\$ 36.15
9	CONSUMERS ENERGY	GAS AND ELECTRIC	\$ 8,650.59
10	DB IOWA HOLDINGS	LEGAL PUBLICATIONS	\$ 344.05
11	DEMCO	SUMMER PROGRAM SUPPLIES	\$ 35.93
12	DOLLAR GENERAL-REGIONS 410	PROGRAM & OFFICE SUPPLIES	\$ 104.97
13	ED M. FELD EQUIPMENT CO. I	CLASS A FOAM	\$ 604.00
14	ENERGY DOCTOR	LIGHTS FOR RAILROAD PARK	\$ 464.00
15	FALLER, KINCHELOE & CO, PL	AUDIT PROGRESS BILL 6/30/18	\$ 5,600.00
16	G & L CLOTHING	UNIFORM PARTS	\$ 110.48
17	GALL'S, LLC	UNIFORM PANTS	\$ 1,590.39
18	HAWKINS, INC.	CHEMICALS FOR WATER TREATMENT	\$ 2,679.35
19	HDS WHITE CAP CONST SUPPLY	EXPANSION & ARMORTILE	\$ 965.94
20	INLAND TRUCK PARTS COMPANY	BRAKE PARTS FOR '07 DUMP TRUCK	\$ 504.58
21	INTEGRATED PRINT SOLUTIONS	FALL BROCHURES	\$ 249.00
22	INTERNAL REVENUE SERVICE	PAYROLL TAXES	\$ 10,526.03
23	INTERSTATE ALL BATTERY CEN	BATTERIES	\$ 133.30
24	IOWA BARNS	BOOK	\$ 29.95
25	IOWA DOT	TRASH BAGS AND PAPER TOWELS	\$ 239.02
26	IOWA ONE CALL	EMAIL LOCATES	\$ 62.10
27	KEYSTONE LABORATORIES	MONTHLY WATER & WASTEWATER SAMPLING	\$ 274.20
28	LAKESIDE CONTRACTORS	4TH STREET SIDE WALK	\$ 933.33
29	M & T FIRE AND SAFETY	JAWS OF LIFE SERVICE	\$ 803.30
30	MANAGERPLUS SOLUTIONS, LLC	8/13/18-8/12/19 SUPPORT	\$ 749.00
31	MARCO, INC.	NEW PRINTER	\$ 1,473.00
32	MARCO, INC.	PRINTER MAINTENANCE	\$ 910.56
33	MARTIN MARIETTA MATERIALS	CLEAN ROCK & AG LIME	\$ 277.11
34	MARY GREELEY MEDICAL CENTE	AMBULANCE SUPPLIES	\$ 1.12
35	MENARDS	BLINDS FOR PD & SUPPLIES FOR PW	\$ 360.95
36	MID-IOWA OCCUPATIONAL TEST	RANDOM DOT DRUG TEST	\$ 55.00
37	MUNICIPAL SUPPLY	SPEED CRETE AND GREEN PAINT	\$ 99.00
38	NEVADA PARKS AND RECREATIO	CIRL REGISTRATION FEE	\$ 250.00
39	NEW CENTURY FS INC	9/1/18-3/31/19 LP GAS CONTRACT	\$ 5,819.11
40	NOVA FITNESS EQUIPMENT	MAINTENANCE ON EQUIPMENT	\$ 403.50
41	O'HALLORAN INTERNATIONAL	REPAIR OF INT'L 4300 DUMP TRUC	\$ 416.82
42	ORKIN	PEST CONTROL AT NORD KALSEM	\$ 214.00
43	OTIS ELEVATOR COMPANY	SERVICE CONTRACT 9/1-11/30/18	\$ 211.20
44	PCC AN AMBULANCE BILLING S	JULY AMBULANCE BILLING	\$ 426.84
45	PEPSI-COLA	VENDING PRODUCT	\$ 220.53

8-28-18 Council Claims List

	A	B	C
46	PINGEL MUDJACKING, LC	MUDJACKED INTAKE & DRIVEWAY	\$ 1,250.00
47	POPULAR SUBSCRIPTION SERVI	ANNUAL MAGAZINE RENEWAL	\$ 407.03
48	POSTMASTER	BULK POSTAGE	\$ 351.06
49	PREMIER OFFICE EQUIPMENT I	CONTRACT FOR COPIES	\$ 11.12
50	SEATING AND ATHLETIC FACIL	BLEACHER SEATS	\$ 1,614.68
51	SQUEEGEE SQUAD	3C'S WINDOW CLEANING	\$ 675.00
52	STORY COUNTY SHERIFF'S OFF	SCSO DISPATCH-1ST QUARTER	\$ 6,081.32
53	SYNCB/AMAZON	DVD	\$ 7.61
54	TASC	FLEX BENEFIT PLANS	\$ 512.46
55	THE SHERWIN-WILLIAMS CO.	STREET PAINT	\$ 888.60
56	U.S. BANK EQUIPMENT FINANC	COPIER LEASE	\$ 99.00
57	VAN-WALL EQUIPMENT INC.	XLINE, REWIND SPRING, BULB	\$ 76.78
58	VERIZON WIRELESS	AMBULANCE, ADMIN, & PW CELL PHONES	\$ 476.86
59	Payroll Expense		\$ 48,417.58
60	GRAND TOTAL		\$ 116,611.50
61			
62		FUND TOTALS	
63	001 GENERAL FUND	\$ 20,800.80	
64	002 LIBRARY	\$ 1,377.34	
65	003 RECREATION	\$ 5,054.45	
66	004 FIRE AND RESCUE	\$ 1,951.35	
67	014 AMBULANCE	\$ 2,458.03	
68	110 ROAD USE TAX	\$ 9,666.06	
69	125 TIF	\$ 933.33	
70	600 WATER UTILITY	\$ 15,437.70	
71	610 SEWER UTILITY	\$ 10,514.86	
72	01 PAYROLL EXPENSE	\$ 48,417.58	
73	GRAND TOTAL	\$ 116,611.50	
74			
75	Cardmember Services (Visa)		
76	Admin	phone outlet power source	\$ 161.95
77	Bldg & Grounds	urinal rebuild kit	\$ 65.42
78	Water	postage, sunscreen, earplugs, muffs, gloves, drawings from alpha copies, truck repairs, sockets, ratchet, oil	\$ 599.29
79	Parks and Rec	weight room bar and mats, supplies for pirate day, urinal rebuild kit, movie license, supplies for going away party	\$ 1,334.97
80	Parks	rain boots, mower, trailer kit	\$ 467.97
81	Streets	street conference, sockets, ratchet, oil	\$ 271.51
82	Wastewater	postage, filters, sockets, ratchet, oil, amazon prime, solenoid valve, check valve	\$ 662.45
83	Ambulance	polos	\$ 339.00
84	FD	gatorade, water, background checks, batteries	\$ 313.14
85	Library	hobby lobby purchase, postage	\$ 86.19
86	Total		\$ 4,301.89

Utility Report

July	2018					
	Water Service:	Sewer Service:	Water Consumption (gallons):	Amount Billed (Water):	Sewer Consumption (gallons):	Amount Billed (Sewer):
Commercial	84	83	1,325,500	\$7,310.66	635,400	\$5,168.37
Schools	4	3	148,100	\$727.65	148,100	\$734.05
Rural	67	6	430,900	\$4,284.88	34,500	\$455.47
No Charge	20	14	1,706,500	\$0.00	1,424,000	\$0.00
Residential	1,495	1,488	6,187,393	\$52,959.57	6,043,993	\$63,802.15
Second Meter	132	N/A	2,258,700	\$10,447.75	0	\$0.00
Master Meters	12	N/A	415,500	\$0.00	0	\$0.00
Wells	2	N/A	14,383,000	\$0.00	0	\$0.00
TOTAL:	1,816	1,594	26,855,593	\$75,730.51	8,285,993	\$70,160.04

	Water:	Sewer:	
Total Billed Consumption (gallons):	10,350,593	6,861,993	TOTAL:
Total Billed:	\$75,730.51	\$70,160.04	\$145,890.55

July	2017					
	Water Service:	Sewer Service:	Water Consumption (gallons):	Amount Billed (Water):	Sewer Consumption (gallons):	Amount Billed (Sewer):
Commercial	83	83	2,416,600	\$12,177.45	697,500	\$5,434.57
Schools	4	3	138,700	\$685.82	138,700	\$692.22
Rural	67	6	542,800	\$5,032.34	40,800	\$497.54
No Charge	20	14	1,896,900	\$0.00	1,669,300	\$0.00
Residential	1,455	1,455	7,021,326	\$55,789.61	7,001,826	\$66,861.13
Second Meter	123	N/A	2,393,800	\$11,021.70	N/A	\$0.00
Master Meters	14	N/A	17,553,600	\$0.00	N/A	N/A
TOTAL:	1,766	1,561	31,963,726	\$84,706.92	9,548,126	\$73,485.46

	Water:	Sewer:	
Total Billed Consumption (gallons):	12,513,226	7,878,826	TOTAL:
Total Billed:	\$84,706.92	\$73,485.46	\$158,192.38

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 (LE0002598)

Name of Applicant:	<u>Fareway Stores, Inc.</u>		
Name of Business (DBA):	<u>Fareway Stores, Inc. #155</u>		
Address of Premises:	<u>911 Highway 69</u>		
City	<u>Huxley</u>	County:	<u>Story</u> Zip: <u>50124</u>
Business	<u>(515) 597-3663</u>		
Mailing	<u>2300 Industrial Park Road</u>		
City	<u>Boone</u>	State	<u>IA</u> Zip: <u>50036</u>

Contact Person

Name	<u>Tracey L. Wilson</u>		
Phone:	<u>(515) 433-5336</u>	Email	<u>twilson@farewaystores.com</u>

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 06/01/2019

Expiration Date:

Privileges:

Class E Liquor License (LE)

Status of Business

BusinessType:	<u>Privately Held Corporation</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

Fred E. Vitt Control Trust

First Name: Fred E. **Last Name:** Vitt Control Trust
City: Boone **State:** Iowa **Zip:** 50036
Position: Trust
% of Ownership: 10.87% **U.S. Citizen:** Yes

Garrett S Piklapp

First Name: Garrett S **Last Name:** Piklapp
City: Huxley **State:** Iowa **Zip:** 50124
Position: Secetary
% of Ownership: 0.00% **U.S. Citizen:** Yes

Fareway Control Trust

First Name: Fareway **Last Name:** Control Trust
City: Boone **State:** Iowa **Zip:** 50036
Position: Trust
% of Ownership: 55.88% **U.S. Citizen:** Yes

**Various Individuals & Trust each
holding less than 5%**

First Name: Various Individuals & Trust **Last Name:** each holding less than 5%
City: Unknown **State:** Iowa **Zip:** 55555
Position: Stockholders
% of Ownership: 33.25% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Merchants Bonding Company</u>	
Policy Effective Date: <u>06/01/2018</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:



H U X L E Y

CITY OF HUXLEY

APPLICATION FOR APPOINTMENT TO BOARDS & COMMISSIONS

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

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

- Library Board of Trustees
- Zoning Board of Adjustments
- Planning & Zoning Commission
- Tree Board
- Parks and Recreation Board
- Huxley Volunteer Fire Department

Is this a reappointment Yes No

If this application is for reappointment please fill out information to the gray line below. New appointment please fill out entire application.

Name: Crippen Shirley J Date: 8-15-18
Last First Middle

Address: 316 Larson Dr. Huxley IA 50124
Street City State Zip

Occupation: Speech Pathologist

Employer's Name & Address: Retired 5-30-17 AEA/Central Poles Cedar Falls IA

Work Telephone No: NA Hours you can be reached: _____

Home Telephone No: 641-425-3749 Hours you can be reached: 9am - 9 p.m M-Su

Email: Sjkrippen@yahoo.com

How long have you resided in Huxley? 1yr. 3 mo.

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

St. Ansgar Comm. School Board 1992-95
Mitchell County Bridges Mentoring 2007-2010
Our Savior's Lutheran Church Worship Board 2006-2009

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

I recently returned from the ABA & new to the community. This would be a great opportunity to get involved in the community & to use some of my educational knowledge.

Please list two references other than a family member:

Name: Jessie Funk Relationship: friend Phone: 319-331-9160
Name: Bonnie Gogge Relationship: friend Phone: 515-290-5992

Will email Cath

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

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

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

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

City of Huxley
515 N. Main Ave.
Huxley, IA 50124

Mayor Approval: _____

Council Approval Date: _____

Term Start Date: _____ Expiration Date: _____

ORDINANCE 484

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

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

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

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

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

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

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

Craig D. Henry, Mayor

Attest:

Jolene Lettow, City Clerk

ORDINANCE 486

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

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

Section 1. 160.11 SECTION 105.2 AMENDED, APPLICATION FOR PERMIT. Section 105.2, Application for permit, of the ISPSC, is hereby amended by adding the underlined language as follows:

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

Section 2. The Code of Ordinances of the City of Huxley, Iowa, is hereby amended in 160.07, Section 105.5.3 Expiration, of the ISPSC, by adding the underlined language as follows:

Notwithstanding anything contained herein, a permit for an aboveground pool wherein the same pool with the same model number in the same location is taken down and put up annually shall be required to obtain a permit for the first installation only.

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 in full force and effect after its passage, approval and publication as provided by law.

PASSED at Huxley, Iowa, this ____ day of _____, 2018.

Craig Henry, Mayor

Attest:

Jolene Lettow, City Clerk

Publication Date: _____

Record Of Vote of Ordinance No. _____

First Reading _____ (Date)

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

Second Reading _____ (Date)

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

Third Reading _____ (Date)

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

STATE OF IOWA
COUNTY OF STORY
CITY OF HUXLEY

SS:

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

WITNESS MY HAND this ___ day of _____, 2018.

Jolene Lettow, City Clerk

RESOLUTION NO. 18-075

**RESOLUTION SETTING SALARIES AND AMENDING THE SALARY RESOLUTION
FOR FISCAL YEAR 2019 FOR APPOINTED OFFICERS
AND EMPLOYEES OF THE CITY OF HUXLEY, IOWA.**

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

SECTION 1. The following person is approved to be hired as a full-time police officer and shall be paid the hourly wage as indicated 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. The persons listed below will be considered a Full-Time Employee with approved benefits for that position;

<i>POSITION</i>	<i>EMPLOYEE NAME</i>	<i>HOURLY RATE</i>
Full-time Police Officer	Gerald (JJ) Caligiuri	\$21.71

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

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

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 18-075** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this _____ day of August, 2018.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

August 8th, 2018

Mayor Henry and City Council
City Administrator John Haldeman

RE: Hiring Gerald (JJ) Caligiuri as a Full Time Police Officer

The Huxley Police Department has a vacant position and would like to fill the position with Police Officer Gerald (JJ) Caligiuri. Officer Caligiuri has proven himself as a very valuable member of the Police Department and would make perfect fit for the Huxley Police Department. I have spoke to the Huxley Personnel Committee regarding hiring Officer Caligiuri full time and they approve of it.

Officer Caligiuri started with the Huxley Police Department on April 26th, 2011 as a part time Police Officer. He was fully certified while employed with the Story County Sheriff's Office. He is current with all his qualifications and training. When speaking with the Iowa Law Enforcement Academy, nothing else would be required to become full time with the City of Huxley except Council approval.

Officer Caligiuri has filled many shifts, worked hundreds of hours, some at the last minute, during his 7 years with the Huxley Police Department. Officer Caligiuri has been working as a Temporary Full Time Officer since June 12th, 2018 and has showed total dedication to the Police Department. He is very familiar with both Huxley and Cambridge communities and the Ballard School District. He is a very valuable member of the Police Department. Officer Caligiuri and his family currently reside in Huxley and his children attend the Ballard School system.

If approved I would like to start Officer Caligiuri at \$21.71 per hour with benefits.

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

Thank you,
Gerry Stoll
Huxley Police Chief

June 21th, 2018

Mayor Henry
City Administrator John Haldeman
City Council Members

RE: Temporary Full Time Police Officer

On June 1st, 2018, Chief Mark Pote retired leaving our Police Department short one Officer. When speaking to Mayor Henry I learned that the search for a new Police Chief will be quit a lengthy process. We are entering the busy summer months and being one Officer short it will put a difficult strain on the Police Department staff.

When Chief Pote retires we will have four full time Officers and two part time Officers. One of the part time Officers, Kam Shugar has such a busy life he could only fit in one 8-hr shift this year. The other part time Officer, Gerald Caligiuri has worked a total 344-hrs since the beginning of 2018.

I would like to propose hiring a temporary full time Police Officer immediately. Officer Caligiuri has volunteered to take the position. I would like to hire Officer Caligiuri until the position of Police Chief is filled and we are back to full staff.

Officer Caligiuri started with the Huxley Police Department on April 26th, 2011 as a part time Police Officer. He was fully certified while employed with the Story County Sheriff's Office. He is current with all his qualifications and training. When speaking with the Iowa Law Enforcement Academy, nothing else would be required to become full time with the City of Huxley except Council approval.

Officer Caligiuri has filled many shifts, worked hundreds of hours, some at the last minute, during his 7 years with the Huxley Police Department. He is very familiar with both Huxley and Cambridge communities and the Ballard School District. He is a very valuable member of the Police Department. Officer Caligiuri and his family currently reside in Huxley and his children attend the Ballard School system.

If approved I would like to start Officer Caligiuri at \$21.08 per hour with benefits.

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

Thank you,

Sgt Gerry Stoll
Interim Police Chief
Huxley Police Department

RESOLUTION NO. 18-076

**RESOLUTION SETTING SALARIES AND AMENDING THE SALARY RESOLUTION
FOR FISCAL YEAR 2019 FOR APPOINTED OFFICERS
AND EMPLOYEES OF THE CITY OF HUXLEY, IOWA.**

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

SECTION 1. The following person is approved for a salary adjustment for his position as a Reserve Police Officer and shall now be paid the hourly wage as indicated 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. The persons listed below will be considered a Reserve Police Officer with no benefits for that position;

<i>POSITION</i>	<i>EMPLOYEE NAME</i>	<i>HOURLY RATE</i>
Reserve Police Officer	Nick Swanson	\$12.50

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

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

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 18-076** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this _____ day of August, 2018.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

August 21st, 2018

Mayor Henry and City Council
Administrator Haldeman

RE: Pay Raise for Reserve Officer Nick Swanson

Huxley Reserve Police Officer Nick Swanson has faithfully worked for the Huxley Police Department for 8-years. Swanson has put in thousands of hours assisting the Huxley Police Department with various of assigned duties and is an invaluable asset to the Department. Swanson has never received a pay increase the entire 8-years he has been working here and remains at \$9 per hour rate of pay. I am recommending that the Swanson receive a raise in pay to \$12.50 per hour rate of pay.

If approved I would like to start Swanson's pay increase immediately.

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

Respectfully,
Gerry Stoll
Huxley Police Chief

Prepared by John Haldeman, City Administrator, for the City Council meeting to be held
on the 28th day of August, 2018

RESOLUTION NO. 18-077

**RESOLUTION APPROVING THE AGREEMENT FOR DESIGN AND
CONSTRUCTION ADMINISTRATION FOR THE HEART OF IOWA NATURE
TRAIL – HIGHWAY 69 TO 5TH AVENUE**

WHEREAS, the City of Huxley has received a grant to improve the Heart of Iowa Trail
in Huxley; and

WHEREAS, these improvements will enhance the trail and improve the use.

BE IT RESOLVED, THEREFORE, that the attached contract is requested to be
considered and approved by the City Council for such a project;

BE IT FURTHER RESOLVED, that after review of the contract the City Council of
Huxley, Iowa does hereby approve said Contract for Services and authorizes the Mayor to sign.

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

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

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 18-077** by affixing below my official signature
as Mayor of the City of Huxley, Iowa, this day of August, 2018.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk



VEENSTRA & KIMM, INC.

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

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

August 21, 2018

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

CITY OF HUXLEY, IOWA
DESIGN AND CONSTRUCTION ADMINISTRATION
HEART OF IOWA NATURE TRAIL – HIGHWAY 69 TO 5TH AVENUE
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

Enclosed are two copies of the proposed engineering services agreement for the Heart of Iowa Nature Trail – Highway 69 to 5th Avenue project. If the agreement is acceptable to the City of Huxley, please arrange for execution of each document. Return one executed document to our office.

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

VEENSTRA & KIMM, INC.

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

Forrest S. Aldrich

FSA:dml
0-03
Enclosures

AGREEMENT

DESIGN AND CONSTRUCTION ADMINISTRATION HEART OF IOWA NATURE TRAIL - HIGHWAY 69 to 5th Avenue CITY OF HUXLEY, IOWA

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by and between the **CITY OF HUXLEY, IOWA**, hereinafter referred to as the **City**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, with principal office in West Des Moines, Iowa, party of the second part, hereinafter referred to as the **Engineers**,

WITNESSETH: THAT WHEREAS, the City received Federal funding through the Transportation Alternatives Program (TAP) for improvements to the Heart of Iowa Nature Trail with said improvements referred to as the "**Project**" or "**Heart of Iowa Natural Trail - Highway 69 to 5th Avenue**", and

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

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

1. **SCOPE OF PROJECT.** The improvements included in the Project are summarized as follows:
 - a. Paving approximately 0.7 miles of the Heart of Iowa Nature Trail from the intersection of Highway 69 and 1st Street to the intersection of 5th Avenue and 1st Street. The trail will be paved as concrete and be 10 feet wide and 5 inches thick.
2. **DESIGN SURVEYS.** The Engineers shall undertake necessary topographic and other surveys for the design of the Project. Design surveys do not include land or easement acquisition surveys which require services beyond those necessary for topographic design services. Design surveys do include surveying existing property pins to establish the location of existing trail easements.
3. **DESIGN CONFERENCES.** The Engineers shall attend such design conferences with the City as may be necessary to make decisions as to the details of design of the Project.

4. **PLANS AND SPECIFICATIONS.** The Engineers shall prepare such detailed plans and specifications as are reasonably necessary and desirable for construction of the Project. The plans and specifications shall set forth all details required for construction of the improvements. The specifications will indicate the quality requirements of the City and the governmental agencies as to the standards for workmanship. The project will include on bid letting, with plans prepared for an Iowa Department of Transportation (IDOT) state bid letting.
5. **ESTIMATE OF COST.** The Engineers shall prepare an estimate of cost for the construction contract to construct the improvements. The estimate of cost shall be based on the Engineers' best knowledge at the time of preparation of the estimate of cost. The Engineers shall not be responsible if the construction contract awarded for the Project varies from the Engineers' estimate of cost.
6. **EASEMENTS.** It is understood and agreed that easements will not be required of the Engineers as a part of the Scope of Project on this Project. The City will obtain temporary grading easements where required for grading along the trail.
7. **ADVERTISEMENT FOR BIDS.** Advertisements for bids shall be done by the IDOT.
8. **GENERAL SERVICES DURING CONSTRUCTION.** The general services portion of the construction management services shall include the following:
 - a. Arrange for and attend a preconstruction conference to be attended by the successful bidder, his subcontractors, members of government agencies, utility representatives and representatives of the City.
 - b. Consult with and advise the City on problems that arise during construction.
 - c. Process and certify payment estimates of the contractor to the City.
 - d. Consult with and advise the City, and prepare routine change orders as required.
 - e. Coordinate work of testing laboratories.
 - f. Assist in the interpretation of plans and specifications.
 - g. Review shop drawings and data of manufacturers.
 - h. Process and certify payment estimates of the contractor to the IDOT.
 - i. Process material certifications to the IDOT.
 - j. Review subcontractor list with the IDOT for prequalification.
 - k. Organize and participate in material and final IDOT audits.

- l. Complete and file weekly working day reports.
 - m. Issue non-compliance statements as needed.
 - n. Prepare and file plan quantity agreements.
 - o. Prepare daily log reports, erosion control forms and weekly quantity summaries.
 - p. Prepare and submit Davis Back Wage interview forms.
 - q. Provide the City with plans showing the final as-built construction.
- 9. RESIDENT REVIEW.** Resident review service is understood to include the detailed observation and review of work of the Contractors and materials to determine compliance with the plans and specifications. Resident review services are offered on an hourly basis and will be required on a nearly continuous basis.
- 10. RESPONSIBILITY OF THE CITY.** Unless stated otherwise, the City shall furnish the following information: permission for access to private property to perform work.
- 11. COMPLETION.** The Engineers understand the tentative date for the start of construction is late Spring/early Summer 2019. The Engineers shall complete the work outlined in this Agreement within a time mutually agreed upon by the City Administrator and Engineers. Below is a tentative schedule assuming an April 2019 letting date.

Concept Plan submitted to IDOT	October 16, 2018
Preliminary Plans submitted to IDOT	November 20, 2018
Check Plans submitted to IDOT	December 18, 2018
Final Plans submitted to IDOT	January 22, 2019
IDOT Contract Turn-in	February 5, 2019
Project Letting	April 4, 2019
Construction	June – September 2019

- 12. COMPENSATION.** The City shall compensate the Engineers for the services performed by the payment of fees determined as follows:
- a. For the scope of services set forth in **1. SCOPE OF PROJECT** through **7. ADVERTISEMENT FOR BIDS**, the fee will be the lump sum amount of Twenty-seven Thousand One Hundred Dollars (\$27,100).

b. For the scope of services set forth in **8. GENERAL SERVICES DURING CONSTRUCTION** through **9. RESIDENT REVIEW**, the total fee shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work. Based on the providing of not more than 560 hours of resident review, the total fee for general services during construction and resident review services shall not exceed the sum of Fifty-three Thousand Five Hundred Dollars (\$53,500).

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

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

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

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

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

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

* Occurrence/Aggregate

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

***Claims made basis

- 17. MODIFICATIONS TO AGREEMENT.** This Agreement may be modified upon written agreement by the City and the Engineers. In the event that any additional services are required of the Engineers that are over and above those described in this Agreement, the services shall not be done without express prior written agreement between the City and the Engineers. The scope of additional services, and fees to be charged, shall be specified in any such written authorization. Additional services to be provided by the Engineers after completion of the work set forth under this Agreement may include general services during construction, resident review, start-up services, preparation of an instruction and/or operation and maintenance manual, supervision of operation or other services that may be mutually agreed upon by the City and Engineers.
- 18. LEGAL SERVICES.** The City shall provide the services of an attorney experienced in legal matters pertaining to this type of project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
- 19. SERVICES NOT INCLUDED.** Services not included under this Agreement include the following:
- a. Archaeological investigation services.
 - b. Environmental assessment services.
 - c. Property acquisition services.
 - d. Geotechnical services and investigation including soil borings.
 - e. Construction testing services.
 - f. Services associated with arbitration or litigation arising out of or in conjunction with the construction contract awarded by the City of Huxley for construction of the Project.

- g. Services required for the evaluation of and determination to accept defective work by Contractor including required re-design services.
- h. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, only so long as the original work is reasonably consistent with the Owner's program or other instruction.
- i. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
- j. Construction staking.

20. CONTRACT PROVISIONS. The following provisions are incorporated in and made a part of this Agreement:

- a. The Engineers shall comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967 and as supplemented in the Department of Labor Regulations (41 CFR Chapter 60).
- b. The Engineers shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- c. The Engineers shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor Regulations (29 CFR Part 5).
- d. The Engineers shall retain all required records for three (3) years after final payment and all other pending matters are closed.

21. REMEDIES. In the event the Engineers violates or breaches the terms of this Agreement the City may terminate the contract for cause as provided in **14. TERMINATION OF AGREEMENT** above. The City may seek any additional remedies available to it at law or in contract.

22. SUSPENSION.

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

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

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

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

CITY OF HUXLEY, IOWA

ATTEST:

By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By Forrest S. Aldrich
Forrest S. Aldrich

By Debra M. Luke

HOURLY RATES BY EMPLOYEE CLASSIFICATION
(Effective July 2018)

Management I.....	\$172.00
Management II.....	170.00
Process Engineer.....	193.00
Engineer I-A.....	172.00
Engineer I-B.....	162.00
Engineer I-C.....	154.00
Engineer II-A.....	140.00
Engineer II-B.....	129.00
Engineer III-A.....	122.00
Engineer III-B.....	118.00
Engineer III-C.....	115.00
Engineer IV.....	111.00
Engineer V.....	102.00
Engineer VI.....	99.00
Engineer VII.....	91.00
Engineer VIII.....	87.00
Engineer IX.....	81.00
Engineer X.....	74.00
Engineer XI.....	67.00
Accountant I.....	100.00
Accountant II.....	60.00
IT I.....	125.00
IT II.....	95.00
Design Technician I.....	97.00
Planner I.....	108.00
Planner II.....	75.00
Planner III.....	69.00
Drafter IA.....	96.00
Drafter IB.....	89.00
Drafter II.....	84.00
Drafter III.....	79.00
Drafter IV.....	72.00
Drafter V.....	61.00
Drafter VI.....	58.00
Drafter VII.....	45.00
Clerical I.....	89.00
Clerical II.....	61.00
Clerical III.....	53.00
Clerical IV.....	46.00
Clerical V.....	36.00
Construction Manager.....	166.00
Surveyor I.....	115.00
Surveyor II.....	96.00
Technician I.....	86.00
Technician II.....	79.00
Technician III.....	73.00
Technician IV.....	69.00

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