



HUXLEY

--- HEART OF THE PRAIRIE ---

CITY COUNCIL MEETING NOTICE

HUXLEY CITY HALL - COUNCIL CHAMBERS - 515 N. MAIN AVENUE
TUESDAY MARCH 10, 2020
6:00 P.M.

AGENDA

1. ROLL CALL
2. APPROVE AGENDA AS PRESENTED AND/OR AMENDED
3. PUBLIC COMMENT (5 MINUTE TIME LIMIT FOR ITEMS NOT ON THIS AGENDA)
4. **CONSENT AGENDA** – *These are routine business items and will be acted upon by one Roll Call Vote without separate discussion unless Council or citizen requests an item to be removed or considered separately.*
 - a. Approve Minutes from February 25, 2020 City Council Meeting
 - b. Approve Payment of Bills
 - c. Approve Resolution No. 20-019 to Set Hearing Date on Maximum Proposed Property Tax Levy Rate for Fiscal Year 2021
 - d. Approve Resolution No. 20-020 for Partial Pay Estimate No. 4 for the I-35 and Highway 210 Water and Sewer Extension Project
 - e. Approve Resolution No. 20-021 for Partial Pay Estimate No. 3 for the North Pump Station Flood Control and Mitigation Project
 - f. Approve Dissemination Agent Agreements (Revenue Bond and General Obligation Bond) with Northland Securities
 - g. Approve Dispatch Agreement with Story County Sheriff's Office
 - h. Approve Resolution No. 20-022 to Set Date for Public Hearings (2) on Proposals to Enter into General Obligation Loan Agreements (2)
 - i. Approve Alcoholic Beverage License for Victor's Restaurant
 - j. Approve Resolution 20-023 to Order Construction and Set Date of Hearing and Letting for 560th Avenue Paving Project from Blue Sky Blvd to E. 1st Street
 - k. Approve Resolution 20-024 to Set Hearing Date on Proposed FY2021 Budget
5. ORDINANCES
6. BUSINESS ITEMS
7. CITY ADMINISTRATOR COMMUNICATIONS
8. MAYOR/COUNCIL COMMUNICATIONS
9. ADJOURNMENT
10. WORK SESSION - None

UPCOMING WORK SESSION TOPICS

Trails Master Plan, Sidewalk Infill and Maintenance Policy

2018 Building Code and Zoning Enforcement

Water Study and Services

Main Street Revitalization

For more information on this and other agenda items, please call the City Clerk's Office at 515-597-2561 or visit the Clerk's Office, City Administration Building at 515 N. Main Ave. Council agendas are available to the public at the City Clerk's Office on Monday morning preceding Tuesday's council meeting. Citizens can also request to receive meeting notices and agendas by email by calling the Clerk's Office or sending their request via email.

Consent Agenda

Council Minutes

Huxley City Council Minutes

Tuesday, February 25, 2020

These minutes are as recorded by the City Clerk and are subject to City Council approval at the next regular council meeting.

COUNCIL MEETING: The Huxley City Council met in a regular council meeting on the above date pursuant to rules of the council, notice posted at City Hall, posted on website and emailed to news media. Mayor Kevin Deaton called the meeting to order at 6:01 pm.

ROLL CALL: Peterson, Easter, Kuhn, Mulder, Roberts

AGENDA APPROVAL: Motion – Peterson, second – Mulder to approve agenda as presented. Roll Call: Roberts, Mulder, Kuhn, Easter, Peterson voted yes. Motion carried.

CITY STAFF PRESENT: Rita Conner – City Administrator, Jolene Lettow – City Clerk, Jeff Peterson – Public Works Director, Shane Griffin -EMS Director, Cathy Van Maanen – Library Director; Gerry Stoll – Police Chief

CONSULTANTS PRESENT: Forrest Aldrich-City Engineer

PRESENTATION: Mayor presented Police Officer, Gerald (JJ) Caligiuri, with a letter of recognition for completing the Field Training and Firearms Instructor programs.

CONSENT AGENDA:

MOTION - Kuhn, Second - Easter to approve agenda items listed below:

- a. Approve minutes from February 11, 2020 City Council meeting
- b. Approve payment of bills
- c. Approve alcoholic beverage license for Kum & Go, 1706 Highway 210
- d. Appointment of Joe Schierbrock to Huxley Fire and Rescue Department
- e. Appointment of Rita Conner to Heart of Iowa Regional Transit Agency Transportation Advisory Group and Jolene Lettow as alternate
- f. Approve Resolution No. 20-018 on Partial Pay Estimate No. 2 for North Lift Station Project
- g. Approve Resolution No. 20-019 to Set Hearing Date on Maximum Proposed Property Tax Levy Rate for Fiscal Year 2021
- h. Appointment of David Hyman to City of Huxley's Zoning Board of Adjustments

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

Claims:

AEDUSA	NEW AED	0.00
AMY KAPLAN	TRAVEL REIMBURSEMENT TO MEETIN	15.66
ANKENY SANITATION	CITY BUILDING TRASH PICKUP	241.06
ARNOLD MOTOR SUPPLY	CREDIT	172.52
BAKER & TAYLOR ENTERTAINME	BOOKS	1,157.17
BAKER GROUP	LABOR ON HEATING/COOLING SYSTE	459.00
BEN JOHNSON	REF AND TIME KEEPER	356.00
BOUND TREE MEDICAL	AMBULANCE SUPPLIES	416.09
BRANDON ELSNER	TIME KEEPER	84.00
BROOKE LOEWE	TIMEKEEPER & REF	300.00
BUD'S AUTO REPAIR INC	SERVICE ON PD VEHICLE	329.08
CARDMEMBER SERVICE	SEE ATTACHED	2,746.81
CINTAS CORPORATION	FIRST AID SUPPLIES	64.60
COMPASS MINERALS AMERICA	COARSE ROCK SALT	3,645.58
CONNER MOORE	TIMEKEEPER & REF	400.00
CONSUMERS ENERGY	GAS AND ELECTRIC	12,091.42
DEMCO	BOOKS	367.83
EMMA ELSNER	REFEREE	180.00
FIRE SERVICE TRAINING BURE	INSTRUCTOR 1 CLASS	71.00
GRAFF EXCAVATING, INC.	I35 & HWY 210 WATER/SEWER EXT.	177,299.21
HACH COMPANY	WATER/WW TREATMENT	187.26
HAWKEYE TRUCK EQUIPMENT	PARTS FOR 1999 DUMP TRUCK	114.00
HAWKINS, INC.	WATER TREATMENT CHEMICALS	2,224.15
HOKEL MACHINE SUPPLY	3RD QTR CYLINDER RENTAL	822.83
INTERNAL REVENUE SERVICE	FED WITHHOLDING TAX	11,773.93
IOWA ASSN. MUN. UTILITIES	DUES	807.00
IOWA ONE CALL	EMAIL LOCATES	65.70

IOWA SECTION - AWWA REGION
 JAYDEN CATTELL
 JEREMY J. ARENDS
 KEYSTONE LABORATORIES
 LEEDS, JESSICA
 MARCO, INC.
 MENARDS - AIES
 MICS EDUCATION
 MOODY ELECTRIC, INC.
 MUNICIPAL SUPPLY
 NCL OF WISCONSIN, INC.
 NEW CENTURY FS INC
 NICKOLAY CONSULTING, LLC
 PCC AN AMBULANCE BILLING S
 PEPSI-COLA
 POSTMASTER
 PRECISION UNDERGROUND UTIL
 QUALITY FLOW SYSTEMS, INC.
 ROBIN DOTY
 ROCKY SMITH
 SYNCB/AMAZON
 TASC
 TYLER TECHNOLOGIES, INC.
 U.S. BANK EQUIPMENT FINANC
 VAN-WALL EQUIPMENT INC.
 VERIZON WIRELESS
 WINDSTREAM IOWA COMMUNICAT

TWO REGISTRATIONS	100.00
TIME KEEPER & REF	284.00
JANUARY TREASURER'S REPORT	80.00
MONTHLY WATER SAMPLING	62.50
DOLLAR TREE REIMBURSEMENT	31.00
COLOR AND B/W COPIES	237.73
SUPPLIES	85.98
CONFERENCE REGISTRATION	150.00
GARAGE LIGHT REPAIR	114.87
3" DISCHARGE HOSE	525.00
BOD INHIBITOR	91.33
UNLEADED AND DIESEL FUEL	1,721.52
IT SUPPORT & MAINTENANCE	698.75
JANUARY AMBULANCE BILLING	98.00
VENDING ORDER	441.45
PRESORT FEE	660.66
BLACK RED STRIPE HDPE	266.60
FIX SANDCHERRY LIFTSTATION PUM	2,295.00
BUSINESS & NOTE CARDS	197.95
GAS REIMBURSEMENT	40.00
DVDS AND OFFICE SUPPLIES	262.86
FLEX BENEFIT PLANS	597.89
NEW RECEIPT PRINTER	1,378.00
COPIER LEASE	101.68
POWER SWEEP	603.32
FW CELL PHONES	629.22
DISPATCH PHONE	79.18

	<u>Fund Expenses</u>
001 GENERAL FUND	8,501.16
002 LIBRARY	3,306.20
003 RECREATION	5,222.15
004 FIRE AND RESCUE	810.97
014 AMBULANCE	1,309.09
110 STREET	4,274.48
343 KUM N GO	177,299.21
600 WATER UTILITY	13,184.94
610 SEWER UTILITY	15,162.11
PAYROLL	54,391.02
GRAND TOTAL	\$283,542.41

ORDINANCE: Motion – Mulder, second – Peterson to Approve Third Reading of Ordinance #508 to Amend Huxley Ordinance Chapter 69.13 Parking Enforcement and Payment of Fines and Chapter 70.03 Parking Violations. Parking and snow ordinance fines to increase \$5.00 with an additional \$5.00 processing fee. Roll Call: Kuhn, Roberts, Peterson, Easter, Mulder voted yes. Motion carried.

ADJOURNMENT: Motion – Easter, Second - Peterson to adjourn meeting at 6:38 pm. 5 ayes, 0 nays. Motion carried.

WORK SESSION:

2019 Comprehensive Plan: City administrator, Rita Conner, suggested the city begin to work on the following smart growth recommendations and council concurred:

- 1) Update Land Use Map
- 2) Analysis of Existing Land Use
- 3) Standard Monthly Planning & Zoning meetings
- 4) Identify and Work on Elements from Plan
- 5) Resident Survey

ADJOURNMENT: Motion – Peterson, Second - Easter to adjourn work session at 7:59 pm. 5 ayes, 0 nays. Motion carried.

Attest:

Kevin Deaton, Mayor

Jolene R. Lettow, City Clerk

Payment of Bills

3-10-20 Council Claims

	A	B	C
1	VENDOR NAME	DESCRIPTION	GROSS AMOUNT
2	ABBY HUNTRODS	REFUND FOR AAU TOURNAMENT	\$ 125.00
3	ACCUJET LLC	JET VAC	\$ 1,200.50
4	AFLAC	AFLAC	\$ 4.00
5	ALLIANT ENERGY	GAS AND ELECTRIC	\$ 14,053.47
6	ANKENY SANITATION	CITY BUILDINGS TRASH PICKUP	\$ 286.06
7	ARNOLD MOTOR SUPPLY	VEHICLE PARTS	\$ 569.42
8	BRICK GENTRY P.C.	LEGAL FEES	\$ 2,002.40
9	CASEYS BUSINESS MASTERCARD	GASOLINE	\$ 746.69
10	CENTRAL IOWA LAWN & LANDSC	MOWER PARTS	\$ 53.55
11	CHITTY GARBAGE SERVICE INC	FD GARBAGE SERVICE	\$ 25.68
12	COMPASS MINERALS AMERICA	COARSE ROCK SALT	\$ 3,683.03
13	CUMMINS SALES AND SERVICE	TROUBLESHOOT GENERATOR	\$ 259.26
14	CUSTOM STEEL SERVICE	STEEL FOR WALL AT CITY HAL	\$ 20.03
15	D.J. GONGOL & ASSOCIATES	INTEGRINEX RETROFIT KIT & AIR PUMP	\$ 3,437.81
16	DAVID WILCOX	BOOT CAMP INSTRUCTOR	\$ 512.92
17	DELTA DENTAL PLAN OF IOWA	DENTAL INSURANCE	\$ 1,363.98
18	DES MOINES STAMP MFG. CO.	MAYORAL SIGNATURE STAMP	\$ 42.40
19	DOLLAR GENERAL-REGIONS 410	CLEANING & OFFICE SUPPLIES	\$ 151.50
20	DORSEY & WHITNEY LLP	2019 UR PLAN AMEND & IA EARTHW	\$ 5,000.00
21	EBS	MEDICAL INSURANCE	\$ 15,532.95
22	EDWARD JONES	IRA	\$ 250.00
23	ERIN LUENSE	YOGA INSTRUCTOR	\$ 311.55
24	FIDELITY SECURITY LIFE	VISION INS	\$ 294.30
25	FIRE SERVICE INSTITUTE	7TH ESSENTIALS IN FIRE FIGHTING	\$ 87.00
26	GALLS, LLC- DBA CARPENTER	UNIFORM PARTS	\$ 499.08
27	GATEHOUSE-DB IOWA HOLDINGS	LEGAL PUBLICATIONS	\$ 237.47
28	GENERAL INSURANCE AGENCY	TRAILER LIABILITY INSURANCE	\$ 113.00
29	GMG AAU VOLLEYBALL	TOURNAMENT REGISTRATION	\$ 75.00
30	HACH COMPANY	WATER TREATMENT CHEMICALS	\$ 230.84
31	HOKEL MACHINE SUPPLY	FIRE EXTINGUISHER INSPECTIONS	\$ 474.56
32	HOMES BY ADVANTAGE LLC	BUILDING PERMIT DEPOSIT REFUND	\$ 1,000.00
33	HUXLEY COMMUNICATIONS COOP	PHONE, CABLE, INTERNET	\$ 1,415.47
34	IAWEA	REGISTRATIONS	\$ 160.00
35	INTERNAL REVENUE SERVICE	PAYROLL TAXES	\$ 11,676.14
36	INTERSTATE BATTERIES	BATTERIES	\$ 296.90
37	IOWA PRISON INDUSTRIES	SIGNS	\$ 286.55
38	IPERS	IPERS	\$ 15,844.93
39	J & K CONTRACTING	PAY ESTIMATE #2	\$ 26,391.00
40	JERRY'S PAINTING	PAINT CHAMBERS AND TWO OFFICES	\$ 680.00
41	KEMPKER'S TRUE VALUE AND R	SEE ATTACHED	\$ 373.86
42	KEYSTONE LABORATORIES	WASTEWATER SAMPLING	\$ 89.20
43	LEEDS, JESSICA	DUCKWORTH WEARING	\$ 41.09
44	LETTOW, JOLENE	REIMBURSEMENT FOR CONFERENCE	\$ 34.00
45	LINCOLN FINANCIAL GROUP	LIFE & DISABILITY INSURANCE	\$ 1,205.77
46	LOWE'S	SUPPLIES	\$ 41.58

3-10-20 Council Claims

	A	B	C
47	MARCO, INC.	SERVICE CONTRACT	\$ 182.34
48	MASS MUTUAL RETIREMENT SER	DEFERRED COMPENSATION	\$ 250.00
49	MENARDS - AMES	JANITORIAL SUPPLIES	\$ 488.18
50	MISCELLANEOUS VENDOR	UTILITY REFUNDS	\$ 637.40
51	NICKOLAY CONSULTING	FEBRUARY IT WORK	\$ 105.00
52	O'HALLORAN INTERNATIONAL	WIPER ARM	\$ 66.68
53	O'HALLORAN INTERNATIONAL,	2020 INTERNATIONAL PLOW	\$ 186,284.00
54	OTIS ELEVATOR COMPANY	SERVICE CONTRACT 3/1-5/31/20	\$ 225.30
55	PCC AN AMBULANCE BILLING S	SEPT AMBULANCE BILLING	\$ 296.10
56	PREMIER	LIBRARY PRINTER MAINTENANCE	\$ 39.27
57	RACOM	ANNUAL RADIO SERVICE	\$ 756.00
58	ROCKY SMITH	REIMBURSEMENT FOR PRINTER INK	\$ 57.77
59	SAFE BUILDING COMPLIANCE	BUILDING INSPECTIONS	\$ 9,682.53
60	SIGN PRO	DOOR DECALS	\$ 128.00
61	SLATER ANIMAL HOSPITAL	BOARDING STRAY ANIMALS	\$ 342.96
62	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	\$ 977.68
63	STORY COUNTY RECORDER	RECORDING FEES	\$ 504.00
64	TASC	FLEX BENEFIT PLANS	\$ 597.89
65	TASC - CLIENT INVOICES	FLEX PLAN ADMIN FEES	\$ 69.82
66	TONYA BECKER	TRX INFUSION INSTRUCTOR	\$ 248.87
67	TREASURER, STATE OF IOWA	STATE WITHHOLDING	\$ 3,821.00
68	TRICKLE'S L.L.C.	TIRE REPAIR ON SWEEPER	\$ 60.00
69	UNITY POINT HEALTH	FD & PD BLS PROVIDER ECARDS	\$ 100.00
70	VEENSTRA & KIMM, INC.	ENGINEERING FEES	\$ 46,444.31
71	VERIZON WIRELESS	PD CELL PHONES	\$ 42.66
72	Payroll Expense		\$ 53,145.79
73	GRAND TOTAL		\$ 416,733.49
74			
75		FUND TOTALS	
76	001 GENERAL FUND	\$ 55,982.85	
77	002 LIBRARY	\$ 6,230.30	
78	003 RECREATION	\$ 5,015.87	
79	004 FIRE AND RESCUE	\$ 1,372.54	
80	014 AMBULANCE	\$ 1,895.72	
81	110 ROAD USE TAX	\$ 196,043.69	
82	325 E. 1ST ST RECONSTRUCTION	\$ 3,635.25	
83	339 560TH AVENUE PAVING	\$ 22,680.45	
84	340 Trail Paving Project	\$ 1,733.50	
85	342 HMGP Generator Project	\$ 26,391.00	
86	343 KUM N GO WATER & SEWER	\$ 12,724.11	
87	600 WATER UTILITY	\$ 16,041.55	
88	610 SEWER UTILITY	\$ 13,850.87	
89	01 PAYROLL EXPENSE	\$ 53,145.79	
90	GRAND TOTAL	\$ 416,733.49	
91			
92			

3-10-20 Council Claims

	A	B	C
93	TRUE VALUE BREAK DOWN		
94	Admin	nuts, bolts, light bulbs, caulking, shim	\$ 55.96
95	PD	keys, keychains	\$ 20.91
96	Fire	scrubber, velcro strip, scrubber	\$ 21.77
97	Streets	diesel treat, weather tape, prim wire, nuts, bolts, stain remover, cold patch, adapter,	\$ 163.86
98	Wastewater	truck gauge, antifreeze, duster starter, cleaning supplies	\$ 95.48
99	Library	chain for signage	\$ 15.88
100	Total		\$ 373.86



BRICK GENTRY P.C.

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City of Huxley
Attn: John Haldeman
515 North Main Street
Huxley, IA 50124

Statement Date: February 25, 2020
Statement No. 322006
Account No. 15398.018
Page: 1

Re: Development
ASB

Fees

01/27/2020	ASB	Review of correspondence from Frank Smith regarding Rural Water. Correspondence with him.	37.50
	ASB	Legal research regarding Rural Water issues.	125.00
01/29/2020	ASB	Correspondence to Frank Smith regarding status of Kum & Go.	25.00
	ASB	Review of correspondence from Frank Smith.	12.50
01/30/2020	ASB	Review of correspondence from Kathleen Law regarding Westview Heights. Correspondence regarding same.	25.00
02/03/2020	ASB	Review of correspondence regarding Westview Plat. Correspondence regarding same.	37.50
02/04/2020	ASB	Review of correspondence regarding Westview Plat filings. For Current Services Rendered	37.50 300.00

Recapitulation

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Amy Beattie	Attorney	2.40	\$125.00	\$300.00
Total Current Work				300.00
Previous Balance				\$1,087.50

Payments

02/18/2020	Payment	-1,087.50
Balance Due		<u>\$300.00</u>

Thank you.



BRICK GENTRY P.C.

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City of Huxley
Attn: John Haldeman
515 North Main Street
Huxley, IA 50124

Statement Date: February 25, 2020
Statement No. 322007
Account No. 15398.000
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Re: Municipal
ASB

Fees

01/28/2020	ASB	Legal research regarding procedure under Chapter 357A Water Service Providers, additional options.	187.50
	ASB	Attended 1-28-20 council meeting.	300.00
01/29/2020	ASB	Review of correspondence from Roger Wheeler and Robin Claybaugh regarding MR Properties legal. Review of correspondence from V & K regarding title clearing affidavit. File review regarding title opinion and proceedings legal. Correspondence regarding same.	75.00
01/30/2020	ASB	Review of correspondence from Eric Green at V & K regarding MR Properties legal description. Correspondence regarding same.	37.50
	ASB	Review of correspondence from Roger Wheeler. Correspondence with him.	25.00
	ASB	Conference call regarding MR Properties legal description.	37.50
	ASB	Review of correspondence from Eric Green regarding various matters. Correspondence with him.	37.50
02/04/2020	ASB	Review of correspondence regarding MR Properties closing matters.	37.50
02/06/2020	ASB	Review of correspondence regarding MR Properties plat of survey.	25.00
02/07/2020	ASB	Review of correspondence and documentation for 2-11-20 meeting from Rita Conner. Correspondence regarding same.	50.00
	ASB	Review of correspondence and resolutions from Rita Conner. Revisions to resolutions. Correspondence regarding same.	62.50
	ASB	Review of 2-7-20 council agenda packet.	75.00



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515 North Main Street
Huxley, IA 50124

Statement Date: February 25, 2020
Statement No. 322007
Account No. 15398.000
Page: 2

Re:	Municipal		
02/11/2020	ASB	Correspondence regarding proceeding for budget matters. Review of correspondence regarding same.	37.50
02/12/2020	ASB	Review of correspondence from Rita Conner regarding sale to MR Properties. Review of Purchase Agreement. Correspondence regarding same.	37.50
02/13/2020	ASB	Review of correspondence from Rita Conner regarding sale to MR Properties. Correspondence with her.	25.00
	ASB	Review of correspondence from Eric Green at W & K. Review of correspondence from Roger Wheeler.	25.00
	ASB	Review of correspondence regarding easements. Correspondence regarding same.	12.50
	ASB	Review of correspondence and proposed letter to Recorder. Correspondence regarding same.	25.00
	ASB	Review of correspondence from realtor regarding title issue, request by Buyer's attorney. Correspondence regarding same.	25.00
	ASB	Review of correspondence and recorded documents from V & K.	12.50
02/14/2020	ASB	Correspondence regarding legal description for MR Properties Deed. Review of correspondence regarding same.	37.50
	ASB	Revisions to Deed.	50.00
02/17/2020	ASB	Review of correspondence regarding Deed for MR Properties transaction.	25.00
	ASB	Review of correspondence from Roger Wheeler regarding same.	12.50
02/21/2020	ASB	Review of 2-24-20 council agenda packet.	62.50
02/24/2020	MSB	Correspondence with Lisa Wheeler regarding employment issue; research regarding same.	62.50
02/25/2020	MSB	Research regarding employment issue.	37.50
		For Current Services Rendered	1,437.50



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City of Huxley
Attn: John Haldeman
515 North Main Street
Huxley, IA 50124

Statement Date: February 25, 2020
Statement No. 322007
Account No. 15398.000
Page: 3

Re: Municipal

Timekeeper
Amy Beattie
Matt Brick

Recapitulation
Title
Attorney
Attorney

<u>Hours</u>	<u>Rate</u>	<u>Total</u>
10.70	\$125.00	\$1,337.50
0.80	125.00	100.00

Expenses

02/24/2020	Postage	2.40
	Total Expenses	2.40
	Total Current Work	1,439.90
	Previous Balance	\$3,588.00

Payments

02/18/2020	Payment	-3,588.00
	Balance Due	<u>\$1,439.90</u>

Your trust account #1 balance is

Opening Balance	\$300,000.00
Closing Balance	\$300,000.00

Thank you.



BRICK GENTRY P.C.

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City of Huxley
Attn: John Haldeman
515 North Main Street
Huxley, IA 50124

Statement Date: February 25, 2020
Statement No. 322009
Account No. 15398.015
Page: 1

Re: Nuisance Abatement
ASB

Fees

02/06/2020	MRO	Email Dennis Parmenter to follow-up on building permit application for 103 N Main	25.00
		For Current Services Rendered	25.00

Recapitulation

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Matt O'Holleam	Attorney	0.20	\$125.00	\$25.00
Total Current Work				25.00
Previous Balance				\$225.00

Payments

02/18/2020	Payment	-225.00
Balance Due		<u>\$25.00</u>

Thank you.



BRICK GENTRY P.C.

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City of Huxley
Attn: John Haldeman
515 North Main Street
Huxley, IA 50124

Statement Date: February 25, 2020
Statement No. 322010
Account No. 15398.013
Page: 1

Re: Police
ASB

Fees

02/12/2020	ASB	Review of correspondence from Chief Stoll regarding posting of photographs. Correspondence regarding same.	25.00
	ASB	Completion of Release of Photography. File review regarding Training Reimbursement Agreement. Correspondence regarding same.	62.50
02/17/2020	ASB	Review of correspondence from Chief Stoll. Revision of Reimbursement Form. Correspondence regarding same. Review of correspondence regarding same.	50.00
02/18/2020	ASB	Review of correspondence regarding Probationary Period for Police. Correspondence regarding same.	37.50
		For Current Services Rendered	175.00

Recapitulation

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Amy Beattie	Attorney	1.40	\$125.00	\$175.00
Total Current Work				175.00
Previous Balance				\$637.50

Payments

02/18/2020	Payment	-637.50
Balance Due		<u>\$175.00</u>

Thank you.



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City of Huxley
Attn: John Haldeman
515 North Main Street
Huxley, IA 50124

Statement Date: February 25, 2020
Statement No. 322011
Account No. 15398.001

Page: 1

Re: Prosecutions
ASB

Previous Balance	\$25.00
------------------	---------

Balance Due	<u>\$25.00</u>
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Your trust account #1 balance is

Opening Balance	\$890.00
Closing Balance	\$890.00

Thank you.



BRICK GENTRY P.C.

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City of Huxley
Attn: John Haldeman
515 North Main Street
Huxley, IA 50124

Statement Date: February 25, 2020
Statement No. 322012
Account No. 15398.012
Page: 1

Re: Public Works
ASB

Fees

01/31/2020	ASB	Review of correspondence and Easement from Jeff Peterson regarding Oak Blvd. Lift Station. Correspondence regarding same.	37.50
		For Current Services Rendered	37.50

		Recapitulation			
<u>Timekeeper</u>		<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Amy Beattie		Attorney	0.30	\$125.00	\$37.50
		Total Current Work			37.50
		Previous Balance			\$162.50

Payments

02/18/2020	Payment	-162.50
	Balance Due	<u>\$37.50</u>

Thank you.

**Huxley RECAP
February, 2020**

<u>Account No.</u>	<u>Account Name</u>	<u>Statement No.</u>	<u>Balance Due</u>
15398.000	Municipal	322007	\$1,439.90
15398.001	Prosecutions	322011	\$25.00
15398.002	Fire and Rescue		
15398.003	Prairie Ridge		
15398.005	Litigation		
15398.006	Bond Claims		
15398.011	Planning & Zoning		
15398.012	Public Works	322012	\$37.50
15398.013	Police	322010	\$175.00
15398.014	Parks		
15398.015	Nuisance Abatement	322009	\$25.00
15398.016	HDC		
15398.017	Library		
15398.018	Development	322006	\$300.00
Total:			\$2,002.40

Resolution No. 20-019

**Setting Public Hearing for Maximum Proposed Property
Tax Levy Rate for Fiscal Year 2021**

Resolution No 20-019

**A RESOLUTION SETTING A PUBLIC HEARING FOR THE MAXIMUM PROPOSED
PROPERTY TAX LEVY RATE FOR FISCAL YEAR 2021**

WHEREAS, The State of Iowa law now requires all cities to pass a resolution establishing their maximum property tax dollars to certify for levy, post notification and hold a public hearing and vote; and

WHEREAS, the notice of public hearing and proposed maximum property tax dollars is required to be published no less than 10 but no more than 20 days prior to the date of the hearing.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Huxley, Iowa hereby orders a public hearing and notice thereof to be held on March 17, 2020 at 6:00 pm in the City Hall Council Chambers, Huxley, Iowa on the Fiscal Year 21 maximum proposed property tax levy rate.

PASSED AND APPROVED the 10th day of March 2020.

Kevin Deaton, Mayor

Attest:

Jolene R. Lettow, City Clerk

CITY NAME Huxley	NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY Fiscal Year July 1, 2020 - June 30, 2021	CITY CODE 85-816
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The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 03/17/2020	Meeting Time: 6 00pm	Meeting Location: City Hall, 515 N. Main Ave, Huxley
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At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy.
After adoption of the proposed tax levy, the Council will publish notice and hold a hearing on the proposed city budget.

City Web Site (if available): www.huxleyiowa.org		City Telephone Number: 515-597-2561		
Iowa Department of Management	Current Year Certified Property Tax 2019/2020	Budget Year Effective Property Tax 2020/2021**	Budget Year Proposed Maximum Property Tax 2020/2021	Annual % CHG
Regular Taxable Valuation	1 86,585,276	114,762,281	114,762,281	
Tax Levies:				
Regular General	2 \$701,341	\$701,341	\$929,574	
Contract for Use of Bridge	3 \$0	\$0		
Opr & Maint Publicly Owned Transit	4 \$0	\$0		
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	5 \$0	\$0		
Opr & Maint of City-Owned Civic Center	6 \$0	\$0		
Planning a Sanitary Disposal Project	7 \$0	\$0		
Liability, Property & Self-Insurance Costs	8 \$0	\$0		
Support of Local Emer. Mgmt. Commission	9 \$0	\$0		
Emergency	10 \$0	\$0		
Police & Fire Retirement	11 \$0	\$0		
FICA & IPERS	12 \$0	\$0		
Other Employee Benefits	13 \$0	\$0		
*Total 384.15A Maximum Tax Levy	14 \$701,341	\$701,341	\$929,574	32.54%
Calculated 384.15A MaximumTax Rate	15 \$8.10000	\$6.11125	\$8.10000	

Explanation of significant increases in the budget:

If applicable, the above notice also available online at:

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

Resolution No. 20-020

**Partial Pay Estimate No. 4 for the I-35 and Highway 210
Water and Sewer Extension Project**

COUNCIL COMMUNICATION

AGENDA HEADING:

Approving Partial Payment Estimate #4 for the I-35 and Highway 210 Sanitary Sewer and Water Extension to Kum & Go

SYNOPSIS:

Veenstra & Kim, Inc (Forrest Aldrich, P.E. 3000 Westown Parkway West Des Moines, Iowa 50266) has submitted pay application No.4 from Graff Excavating (803 East State Street Toledo, Iowa 52342) for work completed between February 1, 2020 and February 29, 2020 on extending sanitary sewer and water to the new Kum & Go store at I-35 and Highway 210.

Additional information is below and in the attachments.

FISCAL IMPACT:

Amount: \$239,672.41

Funding Source: City of Huxley: Org and Fund code for project

ADDITIONAL INFORMATION:

- Total project contract \$1,002,136
- Remaining work includes final grading, seeding, mulching and related finish items

PREVIOUS COUNCIL ACTION(S):

- February 11, 2020-Council Approval of Pay Estimate #3
- January 14, 2020-Council Approval of Pay Estimate #2
- October 22, 2019-Council approval of Plans, Specifications and Form of Contract
- October 22, 2019-Award of Contract for the project

BOARD/COMMISSION ACTION(S): NONE

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- Finish items and final inspection
- Presentation of the public improvements for Council action and acceptance

For more information on this and other agenda items, please call the City Clerk's Office at 515-597-2561 or visit the Clerk's Office, City Administration Building at 515 N. Main Ave. Council agendas are available to the public at the City Clerk's Office on Friday afternoon preceding Monday's Council meeting. Citizens can also request to receive meeting notices and agendas by email by calling the Clerk's Office or sending their request via email.

RESOLUTION NO. 20-020

WHEREAS, the City of Huxley approved a contract with Graff Excavating on October 22, 2019 to conduct a sanitary sewer and water main extension project to a future convenience store site under development at Interstate 35 and Highway 210 in Huxley and;

WHEREAS, Veenstra and Kimm, Inc. have presented the fourth payment application from the contractor in the amount of \$239,672.41 from the contract totaling \$ 1,002,136 and;

WHEREAS, the application has been reviewed and found to be appropriate and reasonable for work completed between February 1, 2020 to February 29, 2020.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Huxley, Iowa, as follows:
Payment application No.4 is hereby approved as presented.

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

PASSED, ADOPTED AND APPROVED this 10th day of March 2020.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 20-014** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 10th day of March 2020.

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk



VEENSTRA & KIMM, INC.

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

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

March 4, 2020

Rita Conner
City Administrator
City of Huxley
515 N. Main Avenue
Huxley, Iowa 50124

HUXLEY, IOWA
INTERSTATE 35 AND HIGHWAY 210 WATER AND SEWER EXTENSION
PARTIAL PAY ESTIMATE NO. 4

Enclosed are three copies of Partial Pay Estimate No. 4 for work on the Interstate 35 and Highway 210 Water and Sewer Extension project, under the contract between the City of Huxley and Graff Excavating, Inc. dated October 21, 2019. The partial pay estimate is for the period February 1, 2020 to February 29, 2020.

Partial Pay Estimate No. 4 is for sanitary sewer and water main work done to date. We have checked the estimate and recommend payment to Graff Excavating, Inc. in the total amount of \$239,672.41.

Please sign all copies of Partial Pay Estimate No. 4 in the space provided and return one signed copy of the partial pay estimate to our office. Please return one signed copy of Partial Pay Estimate No. 4 to Graff Excavating, Inc. with payment. The third copy should be kept for your files.

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

VEENSTRA & KIMM, INC.

Forrest S. Aldrich

FSA:dml
45252

Enclosures

cc: Mike Graff, Graff Excavating, Inc.



VEENSTRA & KIMM, INC.

3000 Westown Parkway West Des Moines, Iowa 50266-1320
515-225-8000 515-225-7848(FAX) 800-241-8000 (WATS)

Date: March 2, 2020

PAY ESTIMATE NO. 4

Project Title	Interstate 35 and Highway 210 Water and Sewer Extension Huxley, Iowa		Contractor	Graff Excavating, Inc. 803 East State Street Toledo, Iowa 52342	
Original Contract Amount & Date	\$1,002,136.75	October 21, 2019	Pay Period	February 1, 2020 to February 29, 2020	

BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.1	Mobilization	LS	1	\$ 35,000.00	\$ 35,000.00	100%	\$ 35,000.00
1.2	Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00	0	\$ -
1.3	Trench Compaction Testing	LS	1	\$ 7,500.00	\$ 7,500.00	100%	\$ 7,500.00
1.4	Stabilizing Material	Tons	250	\$ 5.00	\$ 1,250.00	0	\$ -
1.5	Sanitary Sewer Gravity Main, 12", Trenched	LF	4,425	\$ 72.75	\$ 321,918.75	4,425	\$ 321,918.75
1.6	Sanitary Sewer Gravity Main w/Casing Pipe, 12", Trenchless	LF	485	\$ 355.00	\$ 172,175.00	485	\$ 172,175.00
1.7	Sanitary Sewer Connection to Existing Manhole	EA	1	\$ 9,000.00	\$ 9,000.00	1	\$ 9,000.00
1.8	Sanitary Sewer Manhole, Standard, Type SW-301, 48" Dia.	EA	10	\$ 4,000.00	\$ 40,000.00	10	\$ 40,000.00
1.9	Sanitary Sewer Manhole, Shallow, 48" Dia.	EA	4	\$ 3,000.00	\$ 12,000.00	4	\$ 12,000.00
1.10	Water Main Trenched, 12" Dia.	LF	3,212	\$ 34.00	\$ 109,208.00	3,278	\$ 111,452.00
1.11	Water Main with Casing Pipe, 12", Trenchless	LF	485	\$ 375.00	\$ 181,875.00	485	\$ 181,875.00
1.12	Water Main Fittings						
	1.12.1 Bend, 90°, 12"	EA	3	\$ 550.00	\$ 1,650.00	4	\$ 2,200.00
	1.12.2 Bend, 45°, 12"	EA	1	\$ 525.00	\$ 525.00	1	\$ 525.00
	1.12.3 Bend, 22-1/2°, 12"	EA	1	\$ 500.00	\$ 500.00	3	\$ 1,500.00
	1.12.4 Bend, 11-1/4°, 12"	EA	1	\$ 500.00	\$ 500.00	1	\$ 500.00
1.13	Tapping Valve Assembly	EA	1	\$ 12,000.00	\$ 12,000.00	1	\$ 12,000.00
1.14	Gate Valve, 12"	EA	3	\$ 2,200.00	\$ 6,600.00	3	\$ 6,600.00
1.15	Fire Hydrant Assembly	EA	2	\$ 4,250.00	\$ 8,500.00	2	\$ 8,500.00
1.16	Meter Manhole	EA	1	\$ 55,000.00	\$ 55,000.00	0	\$ -
1.17	Existing Tiles, Repair and Replacement, 4" to 6"	LF	600	\$ 5.00	\$ 3,000.00	640	\$ 3,200.00
1.18	Seeding, Fertilizing and Mulching, Type 1	AC	0.5	\$ 4,725.00	\$ 2,362.50	0	\$ -
1.19	Seeding, Fertilizing and Mulching, Type 2	AC	1.5	\$ 3,675.00	\$ 5,512.50	0	\$ -
1.20	Stormwater Pollution Prevention Plan (SWPPP) Preparation	LS	1	\$ 1,600.00	\$ 1,600.00	90%	\$ 1,440.00
1.21	Stormwater Pollution Prevention Plan (SWPPP) Management	LS	1	\$ 4,200.00	\$ 4,200.00	90%	\$ 3,780.00

BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.22	Silt Fence, Install and Removal	LF	200	\$ 3.20	\$ 640.00	0	\$ -
1.23	Erosion Control Mulching, Conventional	AC	2	\$ 1,350.00	\$ 2,700.00	0	\$ -
1.24	Stabilized Construction Entrance	SY	120	\$ 16.00	\$ 1,920.00	100	\$ 1,600.00
	TOTAL CONTRACT				\$ 1,002,136.75		\$ 932,765.75

MATERIALS STORED SUMMARY

	Description	Number of Units	Unit Price	Extended Cost
	None			\$0.00
TOTAL MATERIALS STORED				\$0.00

SUMMARY				
			Contract Price	Value Completed
Original Contract Price			\$1,002,136.75	\$ 932,765.75
Approved Change Orders (list each)	No. 1	\$ 1,525.00	\$ 1,525.00	
	No. 2	\$ 1,250.00	\$ 1,250.00	
TOTAL ALL CHANGE ORDERS		2,775.00		2,775.00
Revised Contract Price		\$ 1,004,911.75	\$ 935,540.75	
Materials Stored				0.00
Value of Completed Work and Materials Stored			\$ 935,540.75	
Less Retained Percentage (5%)			\$ 46,777.04	
Net Amount Due This Estimate			\$ 888,763.71	
Less Estimate(s) Previously Approved	No.1	\$ 276,098.03		
	No.2	\$ 195,694.06		
	No.3	\$ 177,299.21		
	No.4			
	No.5			
	No.6			
	No. 7			
	No. 8			
	No. 9			
	No. 10			
	No. 11			
	No. 12			
Less Total Pay Estimates Previously Approved			\$ 649,091.30	
Amount Due This Estimate			\$ 239,672.41	

The amount \$ 239,672.41 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By:	Recommended By:	Approved By:
Graff Excavating, Inc.	Veenstra & Kimm, Inc.	City of Huxley, Iowa
Signature: <i>Ashly Graff</i>	Signature: <i>Forrest Kimm</i>	Signature:
Name: <i>Ashly Graff</i>	Name:	Name:
Title: <i>Secretary</i>	Title: <i>Project Manager</i>	Title:
Date: <i>3-4-2020</i>	Date: <i>3/4/2020</i>	Date:

Resolution No. 20-021

**Partial Pay Estimate No. 3 for the North Pump Station
Flood Control and Mitigation Project**

COUNCIL COMMUNICATION

AGENDA HEADING:

Approving Partial Payment Estimate No 3 for the North Lift Station Federal Emergency Management Agency (FEMA) Project

SYNOPSIS:

Veenstra & Kimm, Inc (Forrest Aldrich, P.E. 3000 Westown Parkway West Des Moines, Iowa 50266) has submitted pay application No.3 from J & K Contracting (10703 Justin Dr Urbandale, IA 50322) for work completed between February 7, 2020 and March 3, 2020 on the North Lift Station Flood Control and Mitigation project.

Additional information is below and in the attachment.

FISCAL IMPACT:

Amount: \$29,899.97

Funding Source: City of Huxley: Org and Fund code to be provided

ADDITIONAL INFORMATION:

- Work in this pay request is primarily erosion stone and rip-rap
- Work on the project is approximately 54.8% complete

PREVIOUS COUNCIL ACTION(S):

- January 14, 2020-Council approval of Partial Pay Estimate #1
- February 25, 2020-Council approval of Partial Pay Estimate #2
- November 8, 2019-Council approval of Plans, Specifications and Form of Contract
- November 8, 2019-Award of Contract for the project

BOARD/COMMISSION ACTION(S): NONE

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- Continued work on the project
- Inspection and presentation of the public improvements for Council action and acceptance

For more information on this and other agenda items, please call the City Clerk's Office at 515-597-2561 or visit the Clerk's Office, City Administration Building at 515 N. Main Ave. Council agendas are available to the public at the City Clerk's Office on Friday afternoon preceding Monday's Council meeting. Citizens can also request to receive meeting notices and agendas by email by calling the Clerk's Office or sending their request via email.

RESOLUTION NO. 20-021

WHEREAS, the City of Huxley approved a contract with J & K Contracting on November 8, 2019 to conduct the North Lift Station Flood Control and Mitigation Project in Huxley and;

WHEREAS, Veenstra and Kimm, Inc. have presented the second payment application from the contractor in the amount of \$29,899.97 and;

WHEREAS, the application has been reviewed and found to be appropriate and reasonable for work completed between February 7, 2020 and March 3, 2020.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Huxley, Iowa, as follows:
Payment application No.3 is hereby approved.

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

PASSED, ADOPTED AND APPROVED this 10th day of March, 2020.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 20-021** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 10th day of March 2020.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk



VEENSTRA & KIMM, INC.

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

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

March 3, 2020

Rita Conner
City Administrator
City of Huxley
515 N. Main Avenue
Huxley, Iowa 50124

HUXLEY, IOWA
NORTH PUMP STATION FLOOD CONTROL & MITIGATION PROJECT
PARTIAL PAY ESTIMATE NO. 3

Enclosed are three copies of Partial Pay Estimate No. 3 for work on the North Pump Station Flood Control & Mitigation Project, under the contract between the City of Huxley and J&K Contracting, LLC dated November 8, 2019. The partial pay estimate is for the period from February 7, 2020 to March 3, 2020.

Partial Pay Estimate No. 3 is primarily for erosion stone and rip-rap. We have checked the estimate and recommend payment to J&K Contracting, LLC in the total amount of \$29,899.97.

Please sign all copies of Partial Pay Estimate No. 3 in the space provided and return one signed copy of the partial pay estimate to our office. Please return one signed copy of Partial Pay Estimate No. 3 to J&K Contracting, LLC with payment. The third copy should be kept for your files.

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

VEENSTRA & KIMM, INC.

Jeremy B. Enano

JBE:jbe
45247
Enclosures
cc: Jared Bouska, J&K Contracting, LLC

ESTIMATE OF CONSTRUCTION COMPLETED

PARTIAL PAYMENT NO. 3

PROJECT TITLE: *North Pump Station Flood Control & Mitigation Project*

Contractor: J&K Contracting, LLC

Date: 3/3/2020

Original Contract Amount:



\$287,800.00

Pay Period: February 7, 2020 to March 3, 2020

BID ITEMS

[illegible]

[illegible]

SUMMARY			
		Original Contract	Total Completed
Bid Item Subtotal		\$287,800.00	\$157,654.55
APPROVED CHANGE ORDERS			
Change Order No.	Description/Notes	Total Approved	Total Completed
1		\$0.00	\$0.00
2		\$0.00	\$0.00
3		\$0.00	\$0.00
4		\$0.00	\$0.00
5		\$0.00	\$0.00
6		\$0.00	\$0.00
7		\$0.00	\$0.00
8		\$0.00	\$0.00
9		\$0.00	\$0.00
10		\$0.00	\$0.00
Total Change Orders		\$0.00	\$0.00
		Total Approved	Total Completed
Revised Contract Price		\$287,800.00	\$157,654.55
			Total Completed
Total Materials Stored			\$0.00
Total Completed Plus Materials Stored			\$157,654.55
Retainage (5%)			\$7,882.73
Total Earned Less Retainage			\$149,771.82
APPROVED PARTIAL PAYMENTS			
Partial Payment No.	Period	Total Approved	
1	December 1, 2019 to December 27, 2019	\$93,480.85	
2	December 28, 2019 to February 6, 2020	\$26,391.00	
3		\$0.00	
4		\$0.00	
5		\$0.00	
6		\$0.00	
7		\$0.00	
8		\$0.00	
9		\$0.00	
10		\$0.00	
Total Previously Approved			\$119,871.85
Amount Due This Request			\$29,899.97
Note: The amount \$29,899.97 is recommended for approval for payment in accordance with the terms of the Contract.			
CONTRACT SUMMARY			
ORIGINAL CONTRACT AMOUNT		\$287,800.00	
TOTAL CONTRACT AMOUNT PLUS CHANGE ORDERS		\$287,800.00	
THIS PARTIAL PAYMENT		\$29,899.97	
TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT		\$149,771.82	
BALANCE		\$138,028.18	
PERCENT COMPLETE		54.8%	
Recommended By:		Contractor:	
Veenstra & Kimm, Inc.		J&K Contracting, LLC	
Signature		Signature	
Name	Jeremy Enano	Name	Jared Bouska
Title	Project Manager	Title	Project Manager
Date	3-3-20	Date	3-3-2020
Approved:		City of Huxley	
Signature		Signature	
Name		Name	
Title		Title	
Date		Date	



PROJECT TITLE: *North Pump Station Flood Control & Mitigation Project*

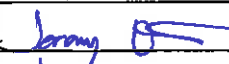
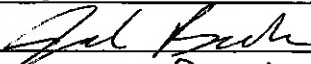
Date: 3/3/2020

\$287,800.00

BID ITEMS



21 of 3

[illegible]

SUMMARY			
		Original Contract	Total Completed
Bid Item Subtotal		\$287,800.00	\$157,654.55
APPROVED CHANGE ORDERS			
Change Order No.	Description/Notes	Total Approved	Total Completed
1		\$0.00	\$0.00
2		\$0.00	\$0.00
3		\$0.00	\$0.00
4		\$0.00	\$0.00
5		\$0.00	\$0.00
6		\$0.00	\$0.00
7		\$0.00	\$0.00
8		\$0.00	\$0.00
9		\$0.00	\$0.00
10		\$0.00	\$0.00
Total Change Orders		\$0.00	\$0.00
		Total Approved	Total Completed
Revised Contract Price		\$287,800.00	\$157,654.55
			Total Completed
Total Materials Stored			\$0.00
Total Completed Plus Materials Stored			\$157,654.55
Retainage (5%)			\$7,882.73
Total Earned Less Retainage			\$149,771.82
APPROVED PARTIAL PAYMENTS			
Partial Payment No.	Period	Total Approved	
1	December 1, 2019 to December 27, 2019	\$93,480.85	
2	December 28, 2019 to February 6, 2020	\$26,391.00	
3		\$0.00	
4		\$0.00	
5		\$0.00	
6		\$0.00	
7		\$0.00	
8		\$0.00	
9		\$0.00	
10		\$0.00	
		Total Previously Approved	\$119,871.85
Amount Due This Request			\$29,899.97
Note: The amount \$29,899.97 is recommended for approval for payment in accordance with the terms of the Contract.			
CONTRACT SUMMARY			
ORIGINAL CONTRACT AMOUNT			\$287,800.00
TOTAL CONTRACT AMOUNT PLUS CHANGE ORDERS			\$287,800.00
THIS PARTIAL PAYMENT			\$29,899.97
TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT			\$149,771.82
BALANCE			\$138,028.18
PERCENT COMPLETE			54.8%
Recommended By: Veenstra & Kimm, Inc.		Contractor: J&K Contracting, LLC	Approved: City of Huxley
Signature		Signature	
Name	Jeremy Enno	Name	Jared Bouska
Title	Project Manager	Title	Project Manager
Date	3-3-20	Date	3-3-2020



[illegible]

SUMMARY			
		Original Contract	Total Completed
Bid Item Subtotal		\$287,800.00	\$157,654.55
APPROVED CHANGE ORDERS			
Change Order No.	Description/Notes	Total Approved	Total Completed
1		\$0.00	\$0.00
2		\$0.00	\$0.00
3		\$0.00	\$0.00
4		\$0.00	\$0.00
5		\$0.00	\$0.00
6		\$0.00	\$0.00
7		\$0.00	\$0.00
8		\$0.00	\$0.00
9		\$0.00	\$0.00
10		\$0.00	\$0.00
Total Change Orders		\$0.00	\$0.00
		Total Approved	Total Completed
Revised Contract Price		\$287,800.00	\$157,654.55
			Total Completed
Total Materials Stored			\$0.00
Total Completed Plus Materials Stored			\$157,654.55
Retainage (5%)			\$7,882.73
Total Earned Less Retainage			\$149,771.82
APPROVED PARTIAL PAYMENTS			
Partial Payment No.	Period	Total Approved	
1	December 1, 2019 to December 27, 2019	\$93,480.85	
2	December 28, 2019 to February 6, 2020	\$26,391.00	
3		\$0.00	
4		\$0.00	
5		\$0.00	
6		\$0.00	
7		\$0.00	
8		\$0.00	
9		\$0.00	
10		\$0.00	
Total Previously Approved			\$119,871.85
Amount Due This Request			\$29,899.97
Note: The amount \$29,899.97 is recommended for approval for payment in accordance with the terms of the Contract.			
		CONTRACT SUMMARY	
		ORIGINAL CONTRACT AMOUNT	\$287,800.00
		TOTAL CONTRACT AMOUNT PLUS CHANGE ORDERS	\$287,800.00
		THIS PARTIAL PAYMENT	\$29,899.97
		TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT	\$149,771.82
		BALANCE	\$138,028.18
		PERCENT COMPLETE	54.8%
Recommended By:		Contractor:	Approved:
Veenstra & Kimm, Inc.		J&K Contracting, LLC	City of Huxley
Signature		Signature	
Name	Jeremy Enno	Name	Jared Bouska
Title	Project Manager	Title	Project Manager
Date	3-3-20	Date	3-3-2020

**Dissemination Agent Agreements (2)
with Northland Securities**

**FULL DISCLOSURE
DISSEMINATION AGENT AGREEMENT
(REVENUE BONDS)**

THIS DISSEMINATION AGENT AGREEMENT (the "Dissemination Agreement"), dated as of _____ by and between the City of Huxley, Iowa, 515 N. Main Ave., Huxley, IA 50124 (the "Issuer") and Northland Securities, Inc., 150 South 5th Street, Suite 3300, Minneapolis, MN 55402 ("the Dissemination Agent") is in connection with revenue bond issues of the Issuer for which the Issuer has entered into a Continuing Disclosure Agreement (the "Revenue Bond Issues").

The Issuer and the Dissemination Agent covenant and agree as follows with respect to the Revenue Bond Issues:

SECTION 1. Definitions. The following capitalized terms shall have the following meanings:

"Annual Report" shall mean the document or documents filed by the Dissemination Agent with a National Repository or State repository pursuant to this Dissemination Agreement.

"Annual Report Data" shall mean the Issuer's audited financial statements, such other financial information and operating data for each Revenue Bond Issue as may be requested by the Dissemination Agent to compile the Annual Report, and information collected by the Dissemination Agent (such as data from the county auditor).

"Continuing Disclosure Agreement" (the "CDA") shall mean that certain agreement or undertaking executed by the Issuer at the time of issuance of its bonds.

"Disclosure Representative" shall mean the City Administrator of the Issuer or his or her designee, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

"Listed Events" shall mean any of the material events listed in Section 5(a) of this Dissemination Agreement.

"National Repository" shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. Attached to and by reference made a part of this Dissemination Agreement is Exhibit A, a current list of National Repositories. Notwithstanding anything to the contrary contained herein, Exhibit A may be amended from time to time by the Dissemination Agent, following the designation of additional National Repositories or loss of such status by an existing National Repository, by delivering a notice of amendment and an amended Exhibit A to the Issuer.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the Securities and Exchange Commission or any successor to its functions governing state and municipal securities disclosure.

"State" shall mean the State of Iowa.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purpose of the Rule. As of the date of this Agreement, there is no State Repository.

SECTION 2. Purpose of the Dissemination Agreement. This Dissemination Agreement is being entered into by the Issuer and the Dissemination Agent in order to assist the Issuer in complying with the Rule.

SECTION 3. Provision of Annual Reports.

(a) On an annual basis, the Issuer shall provide the Annual Report Data to the Dissemination Agent in a timely manner. The Dissemination Agent shall compile and provide to the Repository by June 30 of each year, commencing June 30, 2020, the Annual Report for each Revenue Bond Issue in a format consistent with the Rule.

(b) If the Dissemination Agent has not received a copy of the Annual Report Data in a timely manner, the Dissemination Agent shall contact the Issuer to determine the status of information and whether the Issuer will remain in compliance with the Annual Report due date referenced in subsection (a).

(c) The Dissemination Agent shall:

(i) determine each year prior to the deadline due for the Annual Report, the name and address of each National Repository and each State Repository, if any; and

(ii) file a report with the Issuer and the Trustee (if applicable) certifying that the Annual Report has been provided pursuant to this Dissemination Agreement, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports. The Annual Report, prepared with the assistance of the Dissemination Agent for each Revenue Bond Issue, shall contain or incorporate by reference the financial information and operating data specified in the applicable CDA or continuing disclosure provisions of any applicable Resolution, Indenture, Loan Agreement or Lease Agreement.

SECTION 5. Reporting of Significant Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the Events listed below or in the Issuer's Continuing Disclosure Agreement or in the applicable Resolution, Indenture, Loan Agreement or Lease Agreement:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other

material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

7. Modifications to rights of security holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the securities, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the obligated person;
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. The incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

(b) The Issuer shall promptly notify the Dissemination Agent in writing of the occurrence of any of the listed Events, and such notification must be within ten (10) business days of the occurrence of the event. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (c).

(c) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the Municipal Securities Rulemaking Board promptly, but within ten (10) business days of the occurrence of the Event, to the extent the Issuer has met the requirements in Section 5(b).

SECTION 6. Dissemination Agent. The Issuer has engaged the Dissemination Agent to assist it in carrying out its obligations under this Dissemination Agreement and may discharge any such Dissemination Agent, with or without appointing a successor or Dissemination Agent. The Dissemination Agent may terminate its duties hereunder upon fifteen (15) days written notice to the Issuer. For its services hereunder, the Dissemination Agent shall be paid an annual fee of \$1,500 plus \$250 per Revenue Bond Issue for each Revenue Bond Issue for which an Annual Report is required by the Rule to be filed and to provide notification of Significant Events. For reporting years for which the Issuer has prepared an Official Statement for a new issue of bonds, and said Official Statement can be used to partially satisfy reporting requirements, the annual fee shall be 50% of the annual fee quoted above. The annual fee shall

have a cap at a maximum amount not to exceed \$2,500 per year. In addition, the Issuer shall reimburse the Dissemination Agent for out of pocket expenses incurred in preparing the Annual Report.

SECTION 7. Amendment, Waiver. Notwithstanding any other provision of this Dissemination Agreement, the Issuer and the Dissemination Agent may amend this Dissemination Agreement, and any provision of this Dissemination Agreement may be waived, in writing, as agreed to by the parties thereto.

SECTION 8. Additional Information. Nothing in this Dissemination Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Dissemination Agreement or any other means of communication.

SECTION 9. Duties, Immunities and Liabilities of Trustee and Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Dissemination Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct.

SECTION 10. Beneficiaries. This Dissemination Agreement shall inure solely to the benefit of the Issuer and the Dissemination Agent, and shall create no rights in any other person or entity.

SECTION 11. Counterparts. This Dissemination Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the CITY OF HUXLEY and NORTHLAND SECURITIES, INC. have caused this Dissemination Agreement to be executed in their respective names, all as of the date first written above.

CITY OF HUXLEY, IOWA

NORTHLAND SECURITIES, INC.

By _____
Its City Administrator

By 
Its Sr. Vice President

EXHIBIT A

LIST OF NATIONAL REPOSITORIES

Municipal Securities Rulemaking Board (MSRB)
<http://emma.msrb.org>
(filing only in an electronic format as prescribed by the MSRB)

**FULL DISCLOSURE
DISSEMINATION AGENT AGREEMENT
(GENERAL OBLIGATION BONDS)**

THIS DISSEMINATION AGENT AGREEMENT (the "Dissemination Agreement"), dated as of _____ by and between the City of Huxley, Iowa, 515 N. Main Ave., Huxley, IA 50124 (the "Issuer") and Northland Securities, Inc., 150 South 5th Street, Suite 3300, Minneapolis, MN 55402 ("the Dissemination Agent") is in connection with general obligation bond issues of the Issuer for which the Issuer has entered into a Continuing Disclosure Agreement (the "General Obligation Bond Issues").

The Issuer and the Dissemination Agent covenant and agree as follows with respect to the General Obligation Bond Issues:

SECTION 1. Definitions. The following capitalized terms shall have the following meanings:

"Annual Report" shall mean the document or documents filed by the Dissemination Agent with a National Repository or State repository pursuant to this Dissemination Agreement.

"Annual Report Data" shall mean the Issuer's audited financial statements, such other financial information and operating data for each General Obligation Bond Issue as may be requested by the Dissemination Agent to compile the Annual Report, and information collected by the Dissemination Agent (such as data from the county auditor).

"Continuing Disclosure Agreement" (the "CDA") shall mean that certain agreement or undertaking executed by the Issuer at the time of issuance of its bonds.

"Disclosure Representative" shall mean the City Administrator of the Issuer or his or her designee, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

"Listed Events" shall mean any of the material events listed in Section 5(a) of this Dissemination Agreement.

"National Repository" shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. Attached to and by reference made a part of this Dissemination Agreement is Exhibit A, a current list of National Repositories. Notwithstanding anything to the contrary contained herein, Exhibit A may be amended from time to time by the Dissemination Agent, following the designation of additional National Repositories or loss of such status by an existing National Repository, by delivering a notice of amendment and an amended Exhibit A to the Issuer.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the Securities and Exchange Commission or any successor to its functions governing state and municipal securities disclosure.

"State" shall mean the State of Iowa.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purpose of the Rule. As of the date of this Agreement, there is no State Repository.

SECTION 2. Purpose of the Dissemination Agreement. This Dissemination Agreement is being entered into by the Issuer and the Dissemination Agent in order to assist the Issuer in complying with the Rule.

SECTION 3. Provision of Annual Reports.

(a) On an annual basis, the Issuer shall provide the Annual Report Data to the Dissemination Agent in a timely manner. The Dissemination Agent shall compile and provide to the Repository by June 30 of each year, commencing June 30, 2020, the Annual Report for each General Obligation Bond Issue in a format consistent with the Rule.

(b) If the Dissemination Agent has not received a copy of the Annual Report Data in a timely manner, the Dissemination Agent shall contact the Issuer to determine the status of information and whether the Issuer will remain in compliance with the Annual Report due date referenced in subsection (a).

(c) The Dissemination Agent shall:

(i) determine each year prior to the deadline due for the Annual Report, the name and address of each National Repository and each State Repository, if any; and

(ii) file a report with the Issuer and the Trustee (if applicable) certifying that the Annual Report has been provided pursuant to this Dissemination Agreement, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports. The Annual Report, prepared with the assistance of the Dissemination Agent for each General Obligation Bond Issue, shall contain or incorporate by reference the financial information and operating data specified in the applicable CDA or continuing disclosure provisions of any applicable Resolution, Indenture, Loan Agreement or Lease Agreement.

SECTION 5. Reporting of Significant Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the Events listed below or in the Issuer's Continuing Disclosure Agreement or in the applicable Resolution, Indenture, Loan Agreement or Lease Agreement:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other

material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

7. Modifications to rights of security holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the securities, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the obligated person;
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. The incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

(b) The Issuer shall promptly notify the Dissemination Agent in writing of the occurrence of any of the listed Events, and such notification must be within ten (10) business days of the occurrence of the event. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (c).

(c) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the Municipal Securities Rulemaking Board promptly, but within ten (10) business days of the occurrence of the Event, to the extent the Issuer has met the requirements in Section 5(b).

SECTION 6. Dissemination Agent. The Issuer has engaged the Dissemination Agent to assist it in carrying out its obligations under this Dissemination Agreement and may discharge any such Dissemination Agent, with or without appointing a successor or Dissemination Agent. The Dissemination Agent may terminate its duties hereunder upon fifteen (15) days written notice to the Issuer. For its services hereunder, the Dissemination Agent shall be paid an annual fee of \$1,000 plus \$250 per General Obligation Bond Issue for each General Obligation Bond Issue for which an Annual Report is required by the Rule to be filed and to provide notification of Significant Events. For reporting years for which the Issuer has prepared an Official Statement for a new issue of bonds, and said Official Statement can be used to partially satisfy reporting requirements, the annual fee shall be 50% of the annual fee quoted above. The annual fee shall have a cap at a maximum amount not to exceed \$2,500 per year. In addition,

the Issuer shall reimburse the Dissemination Agent for out of pocket expenses incurred in preparing the Annual Report.

SECTION 7. Amendment, Waiver. Notwithstanding any other provision of this Dissemination Agreement, the Issuer and the Dissemination Agent may amend this Dissemination Agreement, and any provision of this Dissemination Agreement may be waived, in writing, as agreed to by the parties thereto.

SECTION 8. Additional Information. Nothing in this Dissemination Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Dissemination Agreement or any other means of communication.

SECTION 9. Duties, Immunities and Liabilities of Trustee and Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Dissemination Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct.

SECTION 10. Beneficiaries. This Dissemination Agreement shall inure solely to the benefit of the Issuer and the Dissemination Agent, and shall create no rights in any other person or entity.

SECTION 11. Counterparts. This Dissemination Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the CITY OF HUXLEY and NORTHLAND SECURITIES, INC. have caused this Dissemination Agreement to be executed in their respective names, all as of the date first written above.

CITY OF HUXLEY, IOWA

NORTHLAND SECURITIES, INC.

By _____
Its City Administrator


By 
Its Sr. Vice President

EXHIBIT A

LIST OF NATIONAL REPOSITORIES

Municipal Securities Rulemaking Board (MSRB)

<http://emma.msrb.org>

(filing only in an electronic format as prescribed by the MSRB)

Dispatch Agreement with Story County Sheriff's Office



Sheriff's Office

Story County
PAUL H. FITZGERALD, Sheriff



Emergency 911 • Office: 515-382-6566 • Fax #: 515-382-7479 • 1315 S. B Ave. Nevada, Iowa 50201

February 21, 2020

Mayor Kevin Deaton
Huxley City Hall
515 N. Main Avenue
Huxley, Iowa 50124

Dear Mayor Deaton:

Enclosed you will find the Dispatching Services Contract for fiscal year 2021. As per the contract, the increase is based on the Consumer Price index (CPI-U) November 2019 report showing a 1.9% increase. The new FY21 per capita rate will increase to \$6.11 for the City of Huxley based on the 2010 Census population figures (4,144).

After your review and acceptance of the contract, please:

1. Sign the contract,
2. **Affix the city seal,**
3. Return the contract to my office no later than March 25, 2020.

I will sign and forward the contract to the Board of Supervisors for their signatures and see that it is recorded with the Story County Recorder and the Secretary of State. Once it has been recorded and we receive our copy, we will forward a file stamped copy to you.

If you have any questions or concerns, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Paul H. Fitzgerald".

Paul H. Fitzgerald
Story County Sheriff

Enclosure

Prepared by Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201, 515-382-6566

DISPATCHING SERVICES CONTRACT

THIS AGREEMENT is entered into this _____ day of _____, 2020, by and between Story County, Iowa, and the City of Huxley, Iowa, and is duly authorized by Chapter 28E of the Code of Iowa.

The City of Huxley has no office wherein the police department may receive or dispatch telephone and radio messages on a 24 hour per day basis. Huxley agrees to the following terms with the Story County Sheriff's Office:

1. This contractual agreement shall commence on the first day of July, 2020 and shall continue for one (1) year ending on June 30, 2021. The per capita charge shall automatically increase by 4 percent or an amount equal to the U.S. Consumer Price Index for all Urban Consumers (CPI-U) for a 12 month period, to be reviewed each November and increased the lesser amount. The new rate will begin on the first day of each July.
2. Story County shall be reimbursed by Huxley for its dispatching services at a rate of \$6.11 per capita based on the 2010 census figure of 3,317 for Huxley and 827 for the City of Cambridge, combined population of 4,144, for an annual fee of \$25,319.84. This fee shall be paid in equal quarterly installments to the Story County Sheriff's Office on July 1, October 1, January 1 and April 1.
3. The Sheriff of Story County and his deputies or duly designated representatives agree to receive in the Sheriff's Office or county jail, such telephone calls, teletype messages and radio messages as are directed to the Police Department and the Fire Department of the Cities of Huxley and Cambridge and transmit the same to the officers of the respective departments.

The Sheriff of Story County and his deputies or duly designated representatives agree to receive or dispatch telephone, radio and teletype messages on a 24 hour per day basis in the Sheriff's Office or county jail as are directed to the Huxley and Cambridge Wastewater Treatment Plant and transmit same to said department.

The Sheriff's Office telephone number shall be included on the Automatic Dialing Alarm System for the Water Department and Wastewater Treatment Plant.

4. The Sheriff or Sheriff's Designee will provide the Huxley Police Department with copies of teletype messages of general and specific interest to all law enforcement officers and agencies in Story County.
5. The Sheriff or Sheriff's Designee will provide a printed daily report to the Huxley Police Chief or the Chief's Designee of all phone calls received in the Dispatch Center and other such calls for service and activities that are entered into the Computer Aided Dispatch System for the Huxley Police Department.
6. The Sheriff agrees to provide and allow the Huxley Police Chief or Chief's Designee computer terminal access to the records contained in the Computer Aided Dispatch System that pertain to the activities of the Huxley Police Department and its officers.
7. The Story County Sheriff shall keep in the Story County Jail, under his control and supervision, any and all prisoners who have been committed to its care by the Chief of Police of the City of Huxley or his duly authorized agents or police officers, for violation of the city ordinances of Huxley and Cambridge, Iowa, at no additional charge.
8. The Sheriff and his deputies or duly designated representatives shall take fingerprints and forward same of all persons arrested and brought into custody at the Story County Jail by members of the Huxley Police Department to the Iowa Division of Criminal Investigation and the Federal Bureau of Investigation as required by State and Federal law.
9. The Sheriff agrees to allow the Huxley Police Chief or the Chief's Designee access to the criminal history and jail record files of all prisoners brought into custody at the Story County Jail by members of the Huxley Police Department.
10. The City of Huxley agrees to pay all medical and doctor expenses for injuries to or sickness of their prisoners held on City of Huxley and City of Cambridge ordinance violations and all other extraordinary expenses related to those prisoners which may occur and which are not due to the negligence of Story County or its employees.
11. Story County will furnish and maintain the necessary radio equipment to provide the services named above (The City of Huxley will pay for their telephone service on the designated police department line installed in the Sheriff's telephone system.)
12. In accordance with Section 28E.7 of the Code of Iowa, this agreement shall not relieve any of the parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance

thereof by either of the contracting parties hereto, said performance may be offered in satisfaction of the obligation or responsibility.

13. No separate legal or administrative entity or organization shall be created by this agreement; no separate budget shall be established and no tangible property shall be acquired which would require disposition upon the termination of this agreement.
14. The duly elected Sheriff of Story County, Iowa, and the duly appointed City Administrator of Huxley, Iowa, shall be joint co-administrators of this agreement as provided by Section 28E.6(1) of the Code of Iowa.
15. As joint co-administrators the duly elected Sheriff of Story County, Iowa and the City Administrator, shall develop the necessary procedures to effectively administer this agreement including but not limited to addressing new situations not covered by this agreement and conflict resolution.
16. Story County shall file a copy of this agreement with the Secretary of State and the County Auditor of Story County, Iowa, and record a copy with the Story County Recorder pursuant to Section 28E.8 of the Code of Iowa. The city seal shall be affixed to the contract before returning to the county for filing.
17. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a minimum 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.
18. Any amendments or addendums to this Agreement shall be created and passed in the same manner and with reference made to this original document.
19. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either City or County as hereinafter provided. Modification to this Agreement may be made by mutual consent of both parties.

STORY COUNTY, IOWA, a political
subdivision of the State of Iowa

CITY OF HUXLEY, IOWA
a municipal corporation

Story County Board of Supervisors

Kevin Deaton
Mayor, City of Huxley

ATTEST:_____
Story County Auditor

John Haldeman
Huxley City Administrator

APPROVED:

Paul H. Fitzgerald
Story County Sheriff

Resolution No. 20-022

**Set Date for Public Hearings (2) on Proposals to Enter
into General Obligation Loan Agreements (2)**

COUNCIL COMMUNICATION

AGENDA HEADING:

Approve Resolution to Set Date for Public Hearings (2) on Proposals to Enter into General Obligation Loan Agreements (2)

SYNOPSIS:

On February 11, 2020, by Roll Call Resolution No. 20-015 and No. 20-016, City Council held hearing on plans, specifications and form of contract for the Heart of Iowa Trail project and approved awarding of the contract for the project. On that same date, by Roll Call Resolution No. 20-017, City Council approved the engagement of Northland Securities to serve as the underwriter for the proposed issuance of General Obligation Bonds Series 2020 as the proposed financing mechanism for the Heart of Iowa Trail project, the 560th Street paving project and the East 1st Street project, all planned for 2020 construction.

The actions to set dates for public hearings on this item is a required next step in the process to secure financing for these projects, and is in line with the timeframe for the public hearing on the maximum proposed levy rate for the FY20-21 budget, also being set on this agenda.

Additional information is below and in the attachments.

FISCAL IMPACT:

Amount: \$400,000 General Purpose Loan Agreement for the Heart of Iowa Trail project
 \$1,400,000 Essential Purpose Loan Agreement for the 560th Street project and the
 East 1st Street project

ADDITIONAL INFORMATION:

- The bond issuance will be structured as a General Obligation debt issuance with the distinction of 560th and 1st Street being essential purpose as classified by the Iowa Code and the Heart of Iowa Trail project as Essential Purpose by the Iowa Code. While trails are acknowledged to be part of the municipal transportation infrastructure system and function as a transportation network for pedestrian and bicycle traffic, the Iowa Code does not currently recognize them as an essential purpose in the same manner as streets and utilities.
- Proceeding with these actions will allow for the necessary steps to be completed in line with the actions on the City's budget and maximum proposed levy rate and provide for the funds needed for the three identified projects.
- Staff is actively monitoring the current market and interest rate conditions and finalizing the FY 20/21 budget and Capital Improvement Program. The budget and CIP information will be provided at the March 17 special Council meeting, and initial information on the water study is also nearing completion.

COUNCIL COMMUNICATION

- The current hearing dates would not preclude the ability to model the possible inclusion of additional projects from our current draft FY20/21 CIP in the planned bond issuance, if prudent. Over the next few weeks, staff will be working with Northland on additional modeling of the FY20-21 projects to see what may be achieved and if there is the right level of benefit to the City and adequate information on project costs. The debt book shared with Council at the February 11 meeting demonstrated the City's current position, timing of payoff on current debts and the City's overall fiscal picture, so it is known where we stand, what we are currently planning, and we have time to evaluate further in April following the bid letting for the 560th project. The March hearings will have the bond going to market in May with funds available in June.

PREVIOUS COUNCIL ACTION(S):

- February 11, 2020

BOARD/COMMISSION ACTION(S): NONE

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- Hold scheduled hearings and proceed with all required steps for bond issuance

For more information on this and other agenda items, please call the City Clerk's Office at 515-597-2561 or visit the Clerk's Office, City Administration Building at 515 N. Main Ave. Council agendas are available to the public at the City Clerk's Office on Friday afternoon preceding Monday's Council meeting. Citizens can also request to receive meeting notices and agendas by email by calling the Clerk's Office or sending their request via email.

RESOLUTION NO. 20-022

Resolution setting the date for public hearings on proposals to enter into General Obligation Loan Agreements

WHEREAS, the City of Huxley (the "City"), in Story County, proposes to enter into a General Obligation Loan Agreement (the "Essential Purpose Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$1,400,000 for the purpose of paying the costs, to that extent, of (1) constructing street, water system, sanitary sewer system, storm water drainage and sidewalk improvements; and (2) acquiring and installing street lighting, signage and signalization improvements, and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Essential Purpose Loan Agreement and to give notice thereof as required by such law; and

WHEREAS, the City also proposes to enter into a General Obligation Loan Agreement (the "General Purpose Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$400,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the cost, to that extent, of undertaking recreation trail extensions and improvements, and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the General Purpose Loan Agreement and to give notice thereof as required by such law, including notice of the right to petition for an election on such proposal;

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

Section 1. The City Council shall meet on March 24, 2020, at City Hall, Huxley, Iowa, at 6 o'clock p.m., at which time and place hearings will be held and proceedings will be instituted and action taken to enter into the Loan Agreements described in the preamble hereof.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Essential Purpose Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than four (4) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$1,400,000

(GENERAL OBLIGATION)

The City Council of the City of Huxley, Iowa, will meet on March 24, 2020, at City Hall, Huxley, Iowa, at 6 o'clock p.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$1,400,000 for the purpose of paying the costs, to that extent, of (1) constructing street, water system, sanitary sewer system, storm water drainage and sidewalk improvements; and (2) acquiring and installing street lighting, signage and signalization improvements.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

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

Jolene Lettow
City Clerk

Section 3. The City Clerk is hereby directed to give notice of the proposed action on the General Purpose Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than ten (10) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$400,000

(GENERAL OBLIGATION)

The City Council of the City of Huxley, Iowa, will meet on March 24, 2020, at City Hall, Huxley, Iowa, at 6 o'clock p.m., for the purpose of instituting proceedings and taking action to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$400,000 for the general corporate purpose of paying the cost, to that extent, of undertaking recreation trail extensions and improvements.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

The maximum rate of interest which may be payable under the Loan Agreement is 7% per annum.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 384.26 of the Code of Iowa.

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

Jolene Lettow
City Clerk

Section 4. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the projects set forth in the preamble hereof which are reasonably estimated to cost approximately \$1,800,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved March 10, 2020.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF STORY SS:
CITY OF HUXLEY

I, the undersigned, City Clerk of the City of Huxley, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for hearings on the City's proposal to take action in connection with certain loan agreements, as referred to therein.

WITNESS MY HAND this ____ day of _____, 2020.

City Clerk

ORGANIZATION CERTIFICATE

STATE OF IOWA
COUNTY OF STORY SS:
CITY OF HUXLEY

I, the undersigned City Clerk, do hereby certify that the City of Huxley is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that the City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

_____, Mayor
_____, City Administrator
_____, City Clerk
_____, Council Member/Mayor Pro Tem
_____, Council Member
_____, Council Member
_____, Council Member
_____, Council Member

WITNESS MY HAND this ____ day of _____, 2020.

City Clerk

PUBLICATION CERTIFICATE

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavits and have verified that the notices were published on the dates indicated in the affidavits but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA
COUNTY OF STORY SS:
CITY OF HUXLEY

I, the undersigned, City Clerk of the City of Huxley, do hereby certify that pursuant to the resolution of the City Council fixing a date of meeting at which it is proposed to take action to enter into certain loan agreements, the notices, of which the printed slips attached to the publisher's affidavits hereto attached are true and complete copies, were published on the dates and in the newspaper specified in such affidavits, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2020.

City Clerk

(Attach here the publisher's original affidavits with clippings of the notices, as published.)

**Alcohol Beverage License for
Victor's Restaurant**

Applicant License Application (LC0044179)

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

Contact Person

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

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 03/13/2020

Expiration Date: 03/12/2021

Privileges:

Class C Liquor License (LC) (Commercial)

Status of Business

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

Ownership

claudia longoria-perez

First Name: claudia

Last Name: longoria-perez

City: Des Moines

State: Iowa

Zip: 50315

Position: owner

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

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

560th Avenue Paving Project

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR 560TH AVENUE PAVING – BLUE SKY BLVD TO E 1ST ST FOR THE CITY OF HUXLEY, IOWA.

At 6:00 P.M. on the 14th day of April, 2020, the City Council of Huxley will, in the Council Chambers at the City Hall, 515 N. Main Avenue, Huxley, Iowa, hold a hearing and said Council proposes to adopt plans, specifications, form of contract and estimate of cost and, at the time, date and place specified above, or at such time, date and place as then may be fixed, to act upon proposals and enter into a contract for the construction of the following improvements:

560TH AVENUE PAVING – BLUE SKY BLVD TO E 1ST ST

Construct 560th Avenue Paving – Blue Sky Blvd to E 1st St including all labor, materials and equipment necessary for approximately 13,400 square yards of 9-inch PCC pavement, 2,040 square yards of 7-inch PCC pavement, 930 square yards of 5-inch PCC recreational trail, 1,330 linear feet of 15-inch to 24-inch storm sewer, 430 linear feet of 30-inch to 36-inch storm sewer, 310 linear feet of 48-inch storm sewer, a 12x6 twin reinforced concrete box culvert, intakes, manholes, earthwork and grading, borrow, clearing and grubbing, erosion control, surface restoration, adjustment of existing utilities, accommodations for temporary access and miscellaneous associated work, including clean-up.

At said hearing, the City Council will consider the plans, specifications, proposed form of contract, and estimated total cost for the project, the same now being on file in the office of the City Clerk, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any objections to said plans, specifications, estimate of cost and form of contract made by any interested party.

This notice is given by order of the Council of the City of Huxley, Iowa.

CITY OF HUXLEY, IOWA

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk/Finance Officer

NPH-1

45253

NOTICE TO BIDDERS

NOTICE OF TAKING OF BIDS FOR THE CONSTRUCTION OF THE 560th AVENUE PAVING – BLUE SKY BLVD TO E 1ST ST FOR THE CITY OF HUXLEY, IOWA

Sealed proposals must be filed with the City Clerk of the City of Huxley, Iowa, in the Council Chambers at the City Hall, 515 N. Main Avenue, Huxley, Iowa, before 2:00 P.M. on the 7th day of April, 2020, for the construction of the 560th Avenue Paving – Blue Sky Blvd to E 1st St, and work incidental thereto, as described in the plans and specifications therefor, now on file in the office of the City Clerk at City Hall. Proposals will be opened and the amount of the bids announced in said Council Chambers by the City Clerk at the time and date specified above.

Proposals will be acted upon by the City Council of said City in the Council Chambers at 6:00 P.M. on the 14th day of April 2020, or at such later time and place as then may be fixed.

The work to be done is as follows:

560TH AVENUE PAVING – BLUE SKY BLVD TO E 1ST ST

Construct 560th Avenue Paving – Blue Sky Blvd to E 1st St including all labor, materials and equipment necessary for approximately 13,400 square yards of 9-inch PCC pavement, 2,040 square yards of 7-inch PCC pavement, 930 square yards of 5-inch PCC recreational trail, 1,330 linear feet of 15-inch to 24-inch storm sewer, 430 linear feet of 30-inch to 36-inch storm sewer, 310 linear feet of 48-inch storm sewer, a 12x6 twin reinforced concrete box culvert, intakes, manholes, earthwork and grading, borrow, clearing and grubbing, erosion control, surface restoration, adjustment of existing utilities, accommodations for temporary access and miscellaneous associated work, including clean-up.

All work and materials are to be in accordance with the proposed plans, specifications, form of contract and estimate of cost now on file in the office of the City Clerk of Huxley, Iowa, and by this reference made a part thereof as though fully set out and incorporated herein.

All proposals and bids in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for said receipt of bids. All proposals shall be made on official bidding blanks furnished by the City, and any alterations in the official form of proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

Notice to Bidders

Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied by bid security, as follows: a certified or cashier's check, drawn on a solvent Iowa bank or a bank chartered under the laws of the United States or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to five percent (5%) of the bid, or a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa in a penal sum of five percent (5%) of the bid.

The bid security should be made payable to the CITY OF HUXLEY, IOWA. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as damages in the event the successful bidder fails or refuses to enter into a contract within 10 days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and the other contract documents. Bidders will use the bid bond form included in the specifications.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The City Council reserves the right to reject any or all bids, to waive informalities or technicalities in any bid and to accept the bid which it deems to be to the best interest of the City.

The City reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the Deadline for submission of proposals.

Notice to Bidders

The successful bidder will be required to furnish bonds in an amount equal to one hundred percent (100%) of the contract price, said bonds to be issued by responsible surety approved by the City Council and listed in the U.S. Treasury Department's most current list (Circular 570, as amended) and authorized to transact business in the State of Iowa and shall guarantee (1) the faithful performance of the contract and the terms and conditions therein contained, (2) the prompt payment to all persons, firms, subcontractors and corporations furnishing materials, service, or transportation for or performing labor in the prosecution of the work, and (3) the maintenance of improvements in good repair for not less than four (4) years from the time of acceptance of the improvements by the City.

The work will commence within ten (10) calendar days after the date set forth in written Notice to Proceed. All work on the project, including surface restoration, shall be completed by September 30, 2020.

Damages in the amount of Three Hundred Dollars (\$300.00) per calendar day will be assessed for each day that all work on the project is not completed after completed by September 30, 2020 at the sole discretion of the City with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor. At the option of the City, damages may be deducted from any retainage prior to release, the final payment to contractor, or through the commencement of a cause of action by the City, in the City's sole discretion. The selection by the City of any particular course of action hereunder is not exclusive and shall not preclude the pursuit of additional remedies by the City. In the event the City institutes legal proceedings, the Contractor shall be responsible for any and all attorney's fees and expenses.

Sales Tax Exemption. Contractors and subcontractors shall not include sales tax for material purchases. At the time of the contract acceptance by the City Council, the prime contractor and all subcontractors will be issued a certificate of exemption.

Payment to the Contractor for said construction will be made from one or any combination of the following resources: (1) cash on hand as may be legally used for such purposes, (2) cash derived from the proceeds of the sale and issuance of General Obligation Bonds of the City, or any combination thereof.

Payment to the Contractor will be on the basis of monthly estimates equivalent to ninety-five percent (95%) of the contract value of the work completed and payments made to material suppliers for materials ordered specifically for the project or delivered to the site during the preceding calendar month. Estimates will be prepared each month by the Contractor, subject to the approval of the Architect/Engineer, who will certify to the City for payment each approved estimate at least five days prior to City Council meeting. Such monthly payments shall in no way be construed as an act of acceptance for any part of the

Notice to Bidders

work partially or totally completed. Upon completion of the work and its acceptance by the City Council, the Contractor will be paid an amount which, together with previous payments, will equal ninety-five percent (95%) of the contract price of the contract. The balance due the Contractor will be paid, subject to the conditions and in accordance with the provisions of Chapters 26 and 573 of the Code of Iowa, as amended. No such partial or final payments will be due until the Contractor has certified to the City that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

Plans and specifications governing the construction of the proposed improvements, and also the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference and the proposed contract shall be executed in compliance therewith.

Copies of said plans and specifications and form of contract are now on file in the office of the City Clerk. Copies may be obtained from VEENSTRA & KIMM, INC., 3000 Westown Parkway, West Des Moines, Iowa 50266 at no charge.

This notice is given by order of the Council of the City of Huxley, Iowa.

CITY OF HUXLEY, IOWA

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk/Finance Officer

Department Reports

Fire and Rescue Department Report

Huxley Fire Rescue, February 2020 Report

Promote Trust, Service Before Self, Positive Solutions

Sunday, February 2 -Life Flight landing

Monday, February 3 -Cabinet Meeting City Staff

Tuesday, February 4 -Monthly Business Meeting

Monday, February 10 -Cabinet Meeting City Staff

Tuesday, February 11 - City Council Meeting

Wednesday, February 12 -Huxley Fenceline Rally

Tuesday, February 18 -Cabinet Meeting City Staff

Tuesday, February 18 -Fire Division Training, Rapid Intervention Team Training

Wednesday, February 19 -CPR Training with Huxley Police Department

Friday, February 21 -Huxley Public Library Story Time, Community Helpers

Monday, February 24 -Cabinet Meeting City Staff

Tuesday, February 25 - City Council Meeting

Tuesday, February 25 -EMS Division Training, Environmental Emergencies, Protocols

Wednesday, February 26 - Member CPR Training, 2 sessions

Huxley Fire & Rescue Responded to 17 calls in February. 11 calls were for Ambulance #731, seven ambulance calls were in Huxley and the remaining four were outside of Huxley.

15 members, including four Paramedics, staffed the ambulance a total of 568 hours in February.

Huxley Fire & Rescue has responded to 43 calls for service in the first two months of 2020.

Police Department Report

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Huxley Police Department
Report for February 2020

February 1st, 2020 2:25 AM

Officer stopped a vehicle for a traffic violation on Highway 210 and Interstate 35. The driver of the vehicle, a 48-year-old Huxley woman, was arrested for OWI. She was taken to the Story County Jail in Nevada.

February 3rd, 2020 6:30 PM

Officer received a complaint at the South Casey's General Store in Huxley of an altercation between two males who had met there in order to purchase / sell a vehicle. An arrest warrant was issued for assault on a 25-year-old Mason City man who had fled the scene prior to officer arrival.

February 3rd, 2020 4:00 PM

Officer responded to an altercation at the 1100 block of Northwood Circle in Huxley. Investigation was done and reports sent to County Attorney for review.

February 4th, 2020 1:19 AM

Officer stopped a vehicle for a traffic violation on Highway 69 near Campus Drive in Huxley. A passenger in the vehicle was cited and released with a court date for possession of drug paraphernalia.

February 4th, 2020 8:30 AM

Officer received four pieces of drug paraphernalia from a landlord from Huxley who discovered the items after cleaning a newly vacant property. It is unknown who the owner of the items was. The paraphernalia was destroyed.

February 6th, 2020 10:00 PM

Officer responded to a report of a dog that was bitten by another dog at the 200 block of Oak Blvd in Huxley. A Husky dog that was accompanied by its' owner was bitten by a golden retriever who was also with its' owner. The only information that the victim could provide was that the Golden retriever's name was Zoey. Investigation is ongoing.

February 6th, 2020 1:00 PM

Officer responded to a two-vehicle accident at the 500 block of North Main Ave in front of the Ballard Middle School in Huxley. A vehicle operated by a Huxley woman pulled out in front of a vehicle operated by an Ankeny man causing a collision. There were no injuries.

February 8th, 2020 2:43 AM

Officer stopped a vehicle for a traffic violation at E 1st Street and North Main Ave in Huxley. The driver of the vehicle, a 28-year-old Greenwood Village, CO woman, was arrested for OWI. She was taken to the Story County Jail in Nevada.

February 8th, 2020 9:20 AM

Officer received a criminal mischief complaint at the 600 block of Meadow Circle in Huxley. A vehicle had run into and broken a mailbox during the overnight. Surveillance footage was obtained from a nearby residence and a suspect was developed. The suspect, a driver from Kelley, was cited for Failure to Maintain Control and agreed to repair the mailboxes.

February 9th, 2020 9:00 PM

Officer received a call at the 100 block of National Drive in Huxley of a possible runaway juvenile. A report and information were gathered, and several area agencies checked possible locations that the juvenile could be. The juvenile did return home at approximately 10:30 PM.

February 9th, 2020 10:15 PM

Officer received a welfare check at the 1100 block of Northwood Circle in Huxley. Contact was made with a Huxley resident who was transported to the hospital for treatment.

February 9th, 2020 10:30 AM

Officer responded to the 100 block of North 2nd Ave in Huxley to investigate a possible attempt to break into a residence. The tenant of the property noticed that a screen had been pushed out from a window and it also appeared that there were footprints in the snow near the window. No entry was made, and the matter is under investigation.

February 11th, 2020 9:30 AM

Officer received an Identity Theft report at the 800 block of North 5th Ave in Huxley. The victim's bank account was frozen, and an investigation was opened. As of time of report the victim has had no monetary loss.

February 12, 2020 8:05 PM

Officer responded to a two-vehicle accident on Highway 69 near Highway 210. A vehicle rear ended another causing approximately \$2500 in damage. No injuries.

February 13th, 2020 9:10 PM

Officer responded to an altercation at the Tattered Toad in Cambridge. An altercation between two males resulted in one male being transported to the hospital for injuries. The victim in this case has declined to pursue charges.

February 14th, 2020 11:30 PM

Officer responded to a car vs. deer accident on Highway 69 near 306th Lane. A vehicle operated by an Ames woman struck a deer causing disabling damage to her vehicle.

February 20th, 2020 9:30 AM

Officer was called by Ballard faculty in Huxley to assist with an out of control student. The student was transported to his home and released to his father.

February 21st, 2020 9:00 AM

Officer opened an ID theft case after receiving a complaint at the 500 block of Larson Drive in Huxley. Two accounts in the victim's name were opened at Chase Bank.

February 22nd, 2020 10:00 AM

Officer received a Criminal Mischief Complaint at the 300 block of North 2nd Ave in Huxley. A parked vehicle belonging to a Huxley resident was vandalized. Suspects have been developed and investigation is ongoing.

February 22nd, 2020 9:13 PM

Officer responded to a vehicle in the ditch on Highway 69 near Highway 210. The driver of the vehicle, a 23-year-old Prior Lake, MN woman, was arrested for OWI. She was transported to the Story County Jail in Nevada.

February 24th, 2020 11:59 PM

Officer stopped a vehicle for a traffic violation on Highway 69 near the Ballard Plaza in Huxley. The driver of the vehicle, a 21-year-old Des Moines man, was suspended from driving. He was cited and released with a court date for Driving Under Suspension.

February 25th, 2020 8:55 AM

Officer was asked to check the welfare of a juvenile at the 400 block of 4th Street in Huxley. Contact was made and the juvenile was released to the parents.

February 26th, 2020 6:18 PM

Officer responded to a Criminal Mischief Complaint at the 200 block of Oak Blvd in Huxley. A vehicle belonging to a Huxley woman was keyed on the driver's side door causing approximately \$400 in damage.

February 29th, 2020 2:02 AM

Officer served an arrest warrant at the 200 block of North 3rd Ave in Huxley. A 48-year-old Huxley woman was transported to the Story County Jail in Nevada.

February 29th, 2020 9:40 AM

Officer responded to an out of control teen at the 500 block of 5th Street in Huxley. The teen was subdued and transported to the hospital for treatment.

Special Assignments and Activities

2/1/20 Officer Greenfield assisted at the Ballard High School winter dance as security.

2/2/20 Chief Stoll, Officer Caligiuri, and Officer Swanson assisted with the annual Iowa State Snowmobile Association Spina Bifida snowmobile ride at the Huxley saferoom.

2/5/20 Sgt. Albaugh attended a Law Enforcement Management class in Altoona.

2/7/20 Sgt. Marchesano attended a law enforcement interview and interrogation class in Urbandale.

2/7/20 Sgt. Albaugh taught a Fatal Vision class to the Ballard 8th Grade health class at the High School.

2/7/20 Sgt. Albaugh participated with the Huxley Library outreach program at the Huxley Library.

2/12/20 Officer Caligiuri assisted the Iowa Law Enforcement Academy with recruit firearms training at Camp Dodge in Johnston.

2/12/20 Chief Stoll attended the quarterly E911 Service Board meeting at the Story County Sheriff's Office.

2/19/20 Officers re-certified on CPR/AED and received trauma training by the Huxley FD instructors. Thank you HFD

2/20/20 Chief Stoll and Officer Caligiuri attended Story County Record management system training.

2/22/20 Officers assisted the Ames Coin Club as security for their annual Coin-A-Rama held at Gates hall in Nevada.

2/25/20 Officer Caligiuri was presented a Letter of Recognition at the Huxley City Council meeting by Mayor Deaton for his hard work developing and implementing Huxley Police Department's first field training program that will be required for all new officers.

Gerry Stoll

Chief of Police