



HUXLEY

— HEART OF THE PRAIRIE —

CITY COUNCIL MEETING NOTICE

HUXLEY CITY HALL – COUNCIL CHAMBERS – 515 N. MAIN AVENUE
TUESDAY MARCH 24, 2020
6:00 P.M.

AGENDA

***This meeting will be conducted via conference call.
Anyone wishing to participate in this meeting
please contact City Hall before 4:00pm on March 24, 2020
to receive conference call number.***

1. ROLL CALL
2. APPROVE AGENDA AS PRESENTED AND/OR AMENDED
3. PRESENTATION/RECOGNITION
4. PUBLIC COMMENT (5 MINUTE TIME LIMIT FOR ITEMS NOT ON THIS AGENDA)
5. **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 March 10 Regular City Council meeting and March 17, 2020 Special City Council meeting
 - b. Approve payment of bills
 - c. Approve Appointment of Acting Wastewater Superintendent
 - d. Approve Updated Job Descriptions and related actions for City Clerk/Finance Director, HR Administrative Coordinator and Utility and Zoning Clerk-Deputy City Clerk
 - e. Approve Resolution No. 20-024 Increase Ambulance Service Rates
 - f. Approve Cigarette License for Kum & Go
 - g. Approve Resolution No. 20-025 DSI Site Plan, Huxley Industrial Park
 - h. Approve Resolution 20-026 to Set Hearing Date on Proposed FY2021 Budget
 - i. Approve Resolution No. 20-027 to Set Date for Public Hearings (2) on Proposals to Enter into General Obligation Loan Agreements (2)
6. **BUSINESS ITEMS**
 - a. Approve Resolution No. 20-028 Agreement with Iowa Rural Utilities Association
 - b. Approve Resolution No. 20-029 Review and Potential Approval of Agreement with Ballard School District
7. **ADJOURNMENT**

UPCOMING WORK SESSION TOPICS

Trails Master Plan, Sidewalk Infill & Maintenance Policy

Water Study and Services

Comprehensive Plan

Main Street Revitalization

Building and Zoning Regulations/Policies

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

March 10, 2020 Regular Council Meeting Minutes

March 17, 2020 Special Council Meeting Minutes

Payment of Bills

Appointment of Acting Wastewater Superintendent

**Updated Job Descriptions and Related Actions for City Clerk/Finance Director, HR
Administrative Coordinator & Zoning Clerk/Deputy City Clerk**

Increase in Ambulance Service Rates

Cigarette License for Kum N Go

DSI Site Plan, Huxley Industrial Park

Set Hearing Date on Proposed FY21 Budget

**Set Hearing Dates for Public Hearings on
Proposals to Enter into General Obligation Agreements**

Huxley City Council Minutes

Tuesday, March 10, 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 6:00 pm.

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

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

CITY STAFF PRESENT: Rita Conner – City Administrator, Jolene Lettow – City Clerk, Jeff Peterson – Public Works Director, Mat Kahler – Street Superintendent, Gerry Stoll – Police Chief, Lisa Wheeler – Human Resources Coordinator

CONSENT AGENDA:

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

- 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

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

Claims:

ABBY HUNTRODS	REFUND FOR AAU TOURNAMENT	125.00
ACCUJET LLC	JET VAC	1,200.50
AEDUSA	NEW AED	925.00
AFLAC	AFLAC	4.00
ALLIANT ENERGY	GAS AND ELECTRIC	14,053.47
ANKENY SANITATION	CITY BUILDINGS TRASH PICKUP	286.06
ARNOLD MOTOR SUPPLY	FILTER FOR SWEEPER & MOWERS	569.42
BRICK GENTRY P.C.	DEVELOPMENT LEGAL FEES	2,002.40
CASEYS BUSINESS MASTERCARD	GASOLINE	746.69
CENTRAL IOWA LAWN & LANDSC	MOWER PARTS	53.55
CHITTY GARBAGE SERVICE INC	FD GARBAGE SERVICE	25.68
COMPASS MINERALS AMERICA	COARSE ROCK SALT	3,683.03
CUMMINS SALES AND SERVICE	TROUBLESHOOT GENERATOR	259.26
CUSTOM STEEL SERVICE	STEEL FOR WALL AT CITY HAL	20.03
D.J. GONGOL & ASSOCIATES	INTEGRINEX RETROFIT KIT	3,437.81
DAVID WILCOX	BOOT CAMP INSTRUCTOR	512.92
DELTA DENTAL PLAN OF IOWA	DENTAL INSURANCE	1,363.98
DES MOINES STAMP MFG. CO.	MAYORAL SIGNATURE STAMP	42.40
DOLLAR GENERAL-REGIONS 410	CLEANING SUPPLIES	151.50
DORSEY & WHITNEY LLP	2019 UR PLAN AMEND & IA EARTHW	5,000.00
EBS	MEDICAL INSURANCE	15,532.95
EDWARD JONES	IRA	250.00
ERIN LUENSE	YOGA INSTRUCTOR	311.55
FIDELITY SECURITY LIFE	VISION INS	294.30

FIRE SERVICE INSTITUTE
 GALLS, LLC- DEA CARPENTER
 GATEHOUSE-DB IOWA HOLDINGS
 GENERAL INSURANCE AGENCY
 GMG AAU VOLLEYBALL
 HACH COMPANY
 HOKEL MACHINE SUPPLY
 HOMES BY ADVANTAGE LLC
 HUXLEY COMMUNICATIONS COOP
 IAMEA
 INTERNAL REVENUE SERVICE
 INTERSTATE BATTERIES
 IOWA PRISON INDUSTRIES
 IPERS
 J & K CONTRACTING
 JERRY'S PAINTING
 KEMPKER'S TRUE VALUE AND R
 KEYSTONE LABORATORIES
 LEEDS, JESSICA
 LETTOW, JOLENE
 LINCOLN FINANCIAL GROUP
 LOVE'S
 MARCO, INC.
 MASS MUTUAL RETIREMENT SER.
 MENARDS - AMES
 MISCELLANEOUS VENDOR
 NICKOLAY CONSULTING, LLC
 O'HALLORAN INTERNATIONAL
 O'HALLORAN INTERNATIONAL,
 OTIS ELEVATOR COMPANY
 PCC AN AMBULANCE BILLING S
 PREMIER
 RACON
 ROCKY SMITH
 SAFE BUILDING COMPLIANCE &
 SIGN PRO
 SLATER ANIMAL HOSPITAL
 STAPLES BUSINESS CREDIT
 STORY COUNTY RECORDER
 TASC
 TASC - CLIENT INVOICES
 TONYA BECKER
 TREASURER, STATE OF IOWA
 TRICKLE'S L.L.C.
 UNITY POINT HEALTH
 VEENSTRA & KIMI, INC.
 VERIZON WIRELESS

7TH ESSENTIALS IN FIRE FIGHTIN 87.00
 UNIFORM PARTS 499.08
 LEGAL PUBLICATIONS 237.47
 TRAILOR LIABILITY INSURANCE 113.00
 TOURNAMENT REGISTRATION 75.00
 TNT 830 230.84
 FIRE EXTINGUISHER INSPECTIONS 474.56
 BUILDING PERMIT DEPOSIT REFUND 1,000.00
 PHONE, CABLE, INTERNET 1,415.47
 REGISTRATIONS 160.00
 FED WITHHOLDING TAX 11,676.14
 TWO BATTERIES FOR BACKHOE 296.90
 AIR FILTERS 286.55
 IPERS 15,844.93
 J & K CONTRACTING 26,391.00
 PAINT CHAMBERS AND TWO OFFICES 680.00
 SEE ATTACHED 373.86
 WASTEWATER SAMPLING 89.20
 DUCKWORTH WEARING 41.09
 REIMBURSEMENT FOR CONFERENCE 34.00
 DISABILITY INSURANCE 1,205.77
 SUPPLIES 41.58
 SERVICE CONTRACT 182.34
 DEFERRED COMPENSATION 250.00
 JANITORIAL SUPPLIES 488.18
 DAVALOS, LOUIS :US REFUND 637.40
 FEBRUARY IT WORK 105.00
 WIPER ARM 66.68
 2020 INTERNATIONAL PLOW 186,284.00
 SERVICE CONTRACT 3/1-5/31/20 225.30
 SEPT AMBULANCE BILLING 296.10
 LIBRARY PRINTER MAINTENANCE 39.27
 ANNUAL RADIO SERVICE 756.00
 REIMBURSEMENT FOR PRINTER INK 57.77
 BUILDING INSPECTIONS 9,682.53
 DOOR DECALS 128.00
 BOARDING STRAY ANIMALS 342.96
 OFFICE SUPPLIES 977.68
 RECORDING FEES 504.00
 FLEX BENEFIT PLANS 597.89
 FLEX PLAN ADMIN FEES 69.82
 TRX INFUSION INSTRUCTOR 248.87
 STATE WITHHOLDING 3,821.00
 TIRE REPAIR ON SWEEPER 60.00
 FD & PD BLS PROVIDER ECARDS 100.00
 NORTH PRAIRIE VIEW REPLAT 46,444.31
 PD CELL PHONES 42.66

Fund Expenses

001	GENERAL FUND	55,982.85
002	LIBRARY	6,230.30
003	RECREATION	5,015.87
004	FIRE AND RESCUE	1,372.54
014	AMBULANCE	1,895.92
110	STREET	196,043.69
325	E. 1 ST RECONSTRUCT	3,635.25
339	560 TH PAVING	22,680.45
340	TRAIL PAVING PROJ	1,733.50
342	HGHP GENERATOR	26,391.00
343	KUM N GO	177,299.21
600	WATER UTILITY	16,041.55
610	SEWER UTILITY	13,850.87
	PAYROLL	53,145.79
	GRAND TOTAL	\$416,733.49

CITY ADMINISTRATOR COMMUNICATION: Special Council meeting scheduled for March 17 to discuss preliminary FY21 Budget and Capital Improvement Projects

ADJOURNMENT: Motion – Peterson, Second – Easter to adjourn meeting at 6:13 pm. 4 ayes, 0 nays. Motion carried.

Attest:

Kevin Deaton, Mayor

Jolene R. Lettow, City Clerk

Huxley City Council Minutes

Tuesday, March 17, 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: *Due to the COVID-19 situation, this meeting was conducted via conference call.* The Huxley City Council met 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 6:00 pm.

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

CITY STAFF PRESENT: Rita Conner – City Administrator, Jolene Lettow – City Clerk, Shane Griffin – EMS Director

PUBLIC HEARING: Proposed FY21 Fiscal Year City Property Tax Max Levy

Mayor opened public hearing at 6:02pm. There being no further discussion motion made by Peterson and seconded by Easter to close hearing at 6:03pm. 4 nays.

Motion – Peterson, second – Easter to approve Resolution No. 20-025 to Approve FY21 City Property Tax Levy. Roll Call: Easter, Peterson, Kuhn, Roberts voted yes. Motion carried.

MAYOR COMMENTS: Information regarding status of city offices with COVID-19 situation was discussed with council. Parks and recreation, library closed, passport activity suspended. Mayor reported on activities with local businesses.

ADJOURNMENT: Motion – Roberts, Second – Peterson to adjourn meeting at 6:34 pm. 4 ayes, 0 nays. Motion carried.

Attest:

Kevin Deaton, Mayor

Jolene R. Lettow, City Clerk

3-24-20 Council Claims

	A	B	C
1	VENDOR NAME	DESCRIPTION	GROSS AMOUNT
2	AMERICAN BUSINESS PHONES	SUPPORT MAINTENANCE RENEWAL	\$ 970.48
3	ARNOLD MOTOR SUPPLY	VEHICLE MAINTENANCE	\$ 138.05
4	BAKER & TAYLOR ENTERTAINME	BOOKS	\$ 450.71
5	BUD'S AUTO REPAIR INC	VEHICLE AUTO REPAIR	\$ 413.96
6	CAPITAL CITY EQUIPMENT CO.	FILTERS FOR KUBOTA MOWER	\$ 274.19
7	CARDMEMBER SERVICE	SEE ATTACHED	\$ 5,689.85
8	CATHY VANMAANEN	MOP AND CLEANER	\$ 33.68
9	COMPUTER RESOURCE SPECIALI	IT SUPPORT	\$ 100.00
10	CONSUMERS ENERGY	GAS AND ELECTRIC	\$ 10,293.11
11	DEMCO	SUPPLIES	\$ 199.63
12	DMACC	QUARTERLY RECERTS	\$ 15.00
13	DOLLAR GENERAL-REGIONS 410	PROGRAM AND OFFICE SUPPLIES	\$ 90.50
14	FIRE SERVICE TRAINING BURE	FIRE SCHOOL	\$ 202.00
15	GATEHOUSE-DB IOWA HOLDINGS	LEGAL PUBLICATIONS	\$ 96.37
16	GENERAL INSURANCE AGENCY	NEW PLOW TRUCK INSURANCE	\$ 225.00
17	GRAFF EXCAVATING, INC.	I35 & HWY 210 WATER & SEWER EX	\$ 239,672.41
18	GRANT WRITING USA	GRANT WRITING TRAINING	\$ 405.00
19	HACH COMPANY	PORTABLE PH PROBE	\$ 627.95
20	HARRISON TRUCK CENTERS	V-BELT FOR STREET SWEEPER	\$ 84.37
21	HAWKINS, INC.	WATER TREATMENT CHEMICALS	\$ 2,254.15
22	HOKEL MACHINE SUPPLY	SUPPLIES	\$ 111.82
23	INTERNAL REVENUE SERVICE	PAYROLL TAXES	\$ 11,477.69
24	INTERSTATE BATTERIES	BATTERIES	\$ 32.60
25	IOWA DOT	JANITORIAL SUPPLIES, SIGN POSTS	\$ 1,595.12
26	IOWA DOT	2012 F250	\$ 6,000.00
27	IOWA FIRE CHIEFS' ASSOCIAT	2020 MEMBERSHIP	\$ 75.00
28	IOWA MUNICIPAL FINANCE OFF	MEMBERSHIP	\$ 50.00
29	IOWA PRISON INDUSTRIES	SIGNS	\$ 234.38
30	J & K CONTRACTING	NORTH PUMP STATION FLOOD CONTR	\$ 29,899.97
31	JERRY'S PAINTING	PAINT IN PARKS & REC AREAS	\$ 802.00
32	KEYSTONE LABORATORIES	MONTHLY WATER SAMPLING	\$ 191.20
33	KURRENT ELECTRIC	ELECTRICAL WORK IN NEW OFFICES	\$ 1,574.25
34	MARCO, INC.	B/W AND COLOR COPIES	\$ 300.83
35	MENARDS - AMES	SUPPLIES	\$ 408.62
36	METERING & TECHNOLOGY SOLU	METERS AND FLANGE KIT	\$ 1,074.95
37	MIDWEST AUTOMATIC FIRE SPR	BACKFLOW INSPECTION	\$ 332.25
38	MIDWEST UNDERGROUND	BLADE SHARPENING FOR CHIPPER	\$ 60.00
39	MOLLY MOLLMAN	REFUND FOR RENTAL	\$ 80.00
40	MUNICIPAL SUPPLY	HYDRANT GASKETS	\$ 38.00
41	NEW CENTURY FS INC	UNLEADED & DIESEL FUEL	\$ 1,429.79
42	OXEN TECHNOLOGY	OFFICE 365 AND EXCHANGE	\$ 249.00
43	PCC AN AMBULANCE BILLING S	FEBRUARY AMBULANCE BILLING	\$ 257.32
44	PEPSI-COLA	VENDING PRODUCTS	\$ 938.63
45	POSTMASTER	PO BOX SERVICE FEE & BULK POSTAGE	\$ 518.37
46	PREMIER	PRINTER CONTRACTS	\$ 89.49

3-24-20 Council Claims

	A	B	C
47	PRINTGRAPHICS, LLC	PARKING TICKETS	\$ 849.07
48	SLATER ANIMAL HOSPITAL	BOARDING STRAY ANIMALS	\$ 342.96
49	SPRINGER PROFESSIONAL HOME	MONTHLY SERVICE	\$ 42.00
50	STEPHANIE SCHMIDT	NORD KALSEM RENTAL REIMBURSEME	\$ 80.00
51	SYNCB/AMAZON	DVDS, BOOKS, OFFICE SUPPLIES	\$ 180.48
52	TASC	FLEX BENEFIT PLANS	\$ 597.89
53	TEELA WILMES	RENTAL FEE REIMBURSEMENT	\$ 70.00
54	U.S. BANK EQUIPMENT FINANC	LIBRARY COPIER LEASE	\$ 101.68
55	VAN-WALL EQUIPMENT INC.	MOWER BLADE, KIT, ORINGS, CAP,ETC	\$ 527.26
56	VERIZON WIRELESS	CITY CELL PHONES	\$ 297.51
57	WINDSTREAM IOWA COMMUNICAT	DISPATCH PHONE	\$ 79.18
58	Payroll Expense		\$ 53,187.33
59	GRAND TOTAL		\$ 376,413.05
60		FUND TOTALS	
61	001 GENERAL FUND	\$ 13,007.09	
62	002 LIBRARY	\$ 2,645.39	
63	003 RECREATION	\$ 4,670.19	
64	004 FIRE AND RESCUE	\$ 847.11	
65	014 AMBULANCE	\$ 1,149.02	
66	110 ROAD USE TAX	\$ 10,919.59	
67	342 HMGP Generator Project	\$ 29,899.97	
68	343 KUM N GO WATER & SEWER	\$ 239,672.41	
69	600 WATER UTILITY	\$ 9,094.36	
70	610 SEWER UTILITY	\$ 11,320.59	
71	01 PAYROLL EXPENSE	\$ 53,187.33	
72	GRAND TOTAL	\$ 376,413.05	
73			
74	Cardmember Services (Visa)		
75	Admin	icma membership, flowers, fareway purchase, amazon prime	\$ 940.90
76	Fire	training, record check, badge stickers	\$ 260.00
77	Library	liquid web, dvds, dollar tree	\$ 244.36
78	Parks and Rec	vending products, toilet seals, urinals, fitness on demand, janitorial supplies, dance supplies, weight storage racks, walmart, dollar tree, aau tournament	\$ 2,237.08
79	Ambulance	ambulance maintenance	\$ 110.75
80	Parks	renegade blade	\$ 61.50
81	WW	asco valve, printer ink, bitdefender, coffee, filters, usb	\$ 842.12
82	Streets	bitdefender, safety workshop	\$ 496.59
83	Water	bitdefender, water map copy, water treatment license	\$ 496.55
84	Total		\$ 5,689.85

COUNCIL COMMUNICATION

AGENDA HEADING:

Approve Appointment of Acting Wastewater Superintendent

SYNOPSIS:

This action provides for the appointment of AJ Strumpfer as Acting Wastewater Superintendent.

FISCAL IMPACT: YES

Amount: Salary \$54,886

Funding Source: General Fund-Wastewater

ADDITIONAL INFORMATION:

- The Acting Wastewater Superintendent will operate under the Grade III wastewater treatment license of the Public Works Director until passage of the Grade III wastewater treatment license exam or December 2020.
- Upon passage of the Grade III wastewater treatment license test, salary will increase to \$60,086

PREVIOUS COUNCIL ACTION(S): NONE

BOARD/COMMISSION ACTION(S): NONE

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS: NONE

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COUNCIL COMMUNICATION

AGENDA HEADING:

Approve Appointment of Acting Wastewater Superintendent

SYNOPSIS:

This action provides for the appointment of AJ Strumpfer as Acting Wastewater Superintendent.

FISCAL IMPACT: YES

Amount: Salary \$54,886

Funding Source: General Fund-Wastewater

ADDITIONAL INFORMATION:

- The Acting Wastewater Superintendent will operate under the Grade III wastewater treatment license of the Public Works Director until passage of the Grade III wastewater treatment license exam or December 2020.
- Upon passage of the Grade III wastewater treatment license test, salary will increase to \$60,086

PREVIOUS COUNCIL ACTION(S): NONE

BOARD/COMMISSION ACTION(S): NONE

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS: NONE

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JOB DESCRIPTION CITY OF HUXLEY

DEPARTMENT: PUBLIC WORKS – POSITION: *Wastewater Superintendent*

NONEXEMPT FULL-TIME HOURLY POSITION:

SUMMARY OF DUTIES: Perform work under general supervision. Maintain, supervise, and assist in the operation and maintenance of equipment and facilities used in Wastewater Treatment and Distribution. Also assist in Water Treatment as needed.

SUPERVISES: All employees as assigned.

REPORTS TO: Public Works Director
and Assistant Public Works Director

PRINCIPAL DUTIES AND RESPONSIBILITIES:

1. Responsible for the maintenance and operation of the wastewater facilities to assure adequate processing of waste, proper operation of equipment and need for repairs or adjustments.
2. Periodically inspect pumping stations to assure proper operation and upkeep of equipment and facility.
3. Perform and assist in the cleaning of clarifiers, tanks, weirs, piping, pits, towers, tanks, and other equipment to assure proper unit function.
4. Collect wastewater samples and perform laboratory tests on samples under EPA and Iowa DNR Administrative Rules on lab certification, sampling, and testing.
5. Operate and maintain wastewater treatment plant to assure that plant will meet N.P.D.E.S. Permit parameters and limitations and Federal (EPA) and IDNR (State) rules and regulations.
6. Calculate and prepare monthly reports to IDNR (State).
7. Supervise, direct, and work with all employees assigned.
8. Notify and consult with Director regarding wastewater treatment activities, problems, and needs.
9. Perform building and grounds maintenance and custodial duties including painting, mowing, trimming, and minor repair work at the wastewater treatment facility and lift stations.
10. Perform and assist in the installation of wastewater treatment equipment, including pumps, valves, piping, meters, and related equipment.
11. Manage and assist in sludge digestion, storage, handling, and hauling according to IDNR 503 Bio-solids rules and regulations.
12. Load, haul, and unload heavy objects and materials used in the Public Works Department.
13. Assist with the operation, maintenance, and upkeep of the water treatment plant and distribution system and will assist Water Superintendent and assume duties in the absence of the Water Superintendent.
14. Assist Director on Wastewater Department budget with recommendations on inventory, purchases, and Capital Improvements Program and outlay programs.

15. Assist in the investigation of and responding to inquiries, questions, and complaints.
16. Administer, maintain, and assist in all aspects of safety in regards to State/Federal OSHA requirements in the water/wastewater treatment and distribution system. Maintain the upkeep and annual review of safety programs approved by the city such as Right to Know (MSDS), Lock-Out Tag-Out, Confined Space Entry, Chemical Hygiene Plan, Excavation and Trenching, Blood borne Pathogens Exposure Control Plan and Respiratory Protection Program. Conduct safety programs throughout the year on wastewater hazards.
17. Assist in picking up and delivering stray or injured animals.
18. Comply with all City policies as well as those in the Personnel Manual.
19. Operate all equipment safely and in a skilled manner.
20. Perform annual performance evaluations on supervised staff.
21. Administer and assist in an on-going sanitary sewer maintenance and upkeep program to help identify and eliminate Inflow and Infiltration into the system.
22. Administer and assist in an on-going sanitary sewer cleaning program in house and with outside contractors.
23. Administer and assist with all underground utility inspections related to water, wastewater and storm sewers for all developments and home construction and televise and record and keep a video library of such recordings for future use and a copy to be given to each property owner.
24. Develop, maintain and update regularly Standard Operating Procedure Manuals for wastewater plant operation, treatment processes, distribution system operation and lab procedures.
25. Perform and assist in the removal of accumulations of ice and snow according to the City of Huxley's Ice and Snow Removal Policy and Emergency Snow Route Program.
26. Assists other city departments as needed.
27. Performs related duties as assigned.

ENTRY REQUIREMENTS:

1. Associate's Degree in relevant areas or combination of experience and education equivalent to an AA Degree. Prior supervisory experience preferred.
 2. Experience and knowledge in the operation and maintenance of water and wastewater treatment facilities.
 3. Knowledge of basic plumbing and mechanical and electrical equipment
 4. Knowledge of the occupational hazards connected with the water/wastewater treatment and related activities and of necessary safety precautions.
 5. Ability to keep routine records and to make mathematical computations.
 6. Ability to work independently, take responsibility, and follow previously outlined procedures.
 7. Ability to establish and maintain effective working relationships with fellow employees and the public.
 8. Ability to perform labor outdoors in adverse and extreme weather conditions.
 9. Ability to lift, carry, push, and pull in excess of 50 pounds.
 10. Ability to stand, walk, sit, climb, stoop, kneel, crouch, and crawl on a regular basis.
-

REQUIRED SPECIAL QUALIFICATIONS:

1. Shall be able to obtain a valid class B Commercial license with tanker endorsement issued by the State of Iowa within 30 days of employment.
2. Shall possess a Grade III Wastewater Treatment Operator's Certificate issued by the State of Iowa.
3. Shall possess a Grade II Water Treatment Operator's Certificate and Grade II Water Distribution Certificate issued by the State of Iowa within 3 months of employment.
4. The job duties described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EQUIPMENT AND TOOLS USED:

Dump trucks, snowplows, end loaders, backhoes, mowers, street sweepers, maintainers, air compressors, sludge trucks/wagons, chain saws, cut off saws, air and hydraulic tools/equipment, generators, skid loaders, vehicle maintenance equipment, weed eaters, lab equipment, jack hammers, power tools, video equipment, jetters, vacuums and tractors. This list is a representation of the type of tools and equipment used. See department's inventory list for specific details.

OTHER REMARKS:

1. Shall be available to work various shifts and multifarious hours to accommodate needs of the wastewater treatment facility.
2. Shall be able to be On Call, with cell phone back up when needed or required
3. Shall be available for the removal of snow and ice accumulations on city streets and sidewalks at any hours of the day, night, and weekend.
4. Shall be available for off hour emergencies, as well as weekend and holiday shifts.
5. Subject to random drug and alcohol testing

Residency Requirements: The employee must reside within a 30-minute drive (traveling at normal speeds) of the Public Works facility within six (6) months after serving probationary period.

The City of Huxley is an equal opportunity employer.

The job duties described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The City of Huxley grants veteran's preference on positions with a minimum of an initial interview for all veterans who claim and are eligible for preference.

COUNCIL COMMUNICATION

AGENDA HEADING:

Approve Updated Job Descriptions for City Clerk/Finance Director, HR Administrative Coordinator, and Utility & Zoning Clerk/Deputy City Clerk

SYNOPSIS:

This action provides for the following:

- City Clerk/Finance Officer title will become City Clerk/Finance Director
- City Clerk /Finance Director position will be a full-time exempt position reporting to City Administrator with supervisory role for HR Administrative Coordinator and Utility & Zoning Clerk/Deputy City Clerk and Administrative Clerk

FISCAL IMPACT: YES

Amount: Salary \$68,500

Funding Source: General and Enterprise Funds

ADDITIONAL INFORMATION:

- The action will have the City Clerk/Finance Director change go into effect April 1, 2020
- The changes will provide improved organizational structure, designation of duties and future succession planning.

PREVIOUS COUNCIL ACTION(S): NONE

BOARD/COMMISSION ACTION(S): NONE

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS: NONE

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.

JOB DESCRIPTION

CITY OF HUXLEY

DEPARTMENT: ADMINISTRATION -- POSITION: *City Clerk/Finance Director*

NON-EXEMPT FULL-TIME HOURLY POSITION

SUMMARY OF DUTIES: Perform work under general guidance. Perform a variety of complex and specialized professional, administrative and technical accounting, financial, budgetary, and administrative duties, which require accuracy, proficiency, confidentiality and limited independent judgment. Perform other duties as required.

SUPERVISES: Admin Clerk, HR Admin Coordinator,
Zoning/Deputy City Clerk

REPORTS TO: City Administrator

PRINCIPAL DUTIES AND RESPONSIBILITIES:

1. Perform duties of City Clerk as required by State Law.
2. Verify and post details of business transactions, such as funds received and disbursed, and total accounts to ledgers or computer spreadsheets and database.
3. Review bank statements, reports, and other records for accuracy and approval.
4. Monitor development agreements to ensure accurate and timely payments.
5. Work with City Treasurer to reconcile records of fund activity against bank statements, ledgers, and balance sheets.
6. Responsible for the preparation of City budget with City Administrator for Council approval and all forms from the State related to this.
7. Reconcile bank statements and all City fund accounts. Monitor bonds payment schedules to ensure that payments are up-to-date.
8. Review bank statements, reports, and other records for accuracy and approval.
9. Perform customer service and citizen assistance as needed. Assist citizens, co-workers and others by providing background information as appropriate.
10. Prepare and submit all state and federal forms by required time.
11. Prepare material necessary for the City's annual audit and assist auditors.
12. Maintain City Cemetery records, funds and investments. Also compile and file all required reports and records.
11. Attend City Council meetings and other meetings as directed by the City Council; keep and maintain an accurate recording of the proceedings, preparation of the minutes, ordinances, resolutions, and other records of City Council action with proper legislative terminology, recording, indexing and filing the same for the public record; as needed, assign staff support for the City's auxiliary boards and commissions.
12. Assist in the preparation and distribution of documents for City Council meetings.
13. Maintain resolution, ordinances, and other permanent records of the City in proper order.
14. Invest City Funds per Investment Policy.
15. Maintain project records and budgets. File for necessary tax refunds pertaining to projects.
16. Execute all City legal documents and provide orderly and safe storage.

17. Ensure timely publication of legal notices and annually required publications and ensure legal requirements are met regarding public notices, publications and posting of City business.
 18. Authenticate and sign City records, measures, and actions including the time and manner of publication in the manner prescribed by law.
 19. Perform MCDC Compliance Official duties.
 20. Issue permits and licenses for the City.
 21. Assist City Administrator in ensuring that directives and approved operational policies of the City are enforced, executed, or delegated for compliance.
 22. Assist in the development of short and long range plans; gathers, interprets, and prepares data for studies, reports and recommendations; coordinates department activities with other departments and agencies as needed.
 23. Assist in the establishing City policies and guidelines for various municipal programs.
 24. Represent the City on various regional boards and commissions as directed by the City Administrator.
 25. Receive bids for municipal construction contracts and may assist with bid openings.
 26. Act as City's election official.
 27. Serve as Notary Public.
 28. Administer oaths of office to City Officers as required by local or state statute.
 29. Attend workshops and seminars as approved to further develop knowledge, skills and abilities in order to maintain, enhance or achieve certification in various expertise related to this position.
 30. Responsible for records and maintain in accordance with the Record Retention Policy.
 31. Manage City website ensuring content is updated.
 32. Oversee preventative maintenance of 3C's facility.
 33. Maintain City's computer software programs, ensuring programs are up-to-date and functioning properly.
 34. Performs related duties as assigned.
-

ENTRY REQUIREMENTS:

1. Bachelor's degree from a four-year college or university; or 1-2 years related experience and/or training; or equivalent combination of education and experience.
2. Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.
3. Ability to write routine reports and correspondence.
4. Ability to speak effectively before groups of customers or employees in the organization.
5. Knowledge and experience using Microsoft Office or similar software (i.e. Word, Excel, and internet). Knowledge of computer important to position.
6. Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume quickly and accurately.
7. Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
8. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
9. Knowledge on compiling data into graphs and charts.
10. Ability to apply common sense understanding to carry out detailed written or oral instructions.
11. Ability to handle multiple tasks.
12. Ability to work with people and maintain positive work attitude.
13. Ability to deal with problems.

14. Knowledge of office procedures and practices (i.e. filing, letter writing, time management, etc.)
15. Must be bondable.

REQUIRED SPECIAL QUALIFICATIONS:

1. The job duties described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
2. Perform many duties involving confidential data; responsible for informing.
3. Considerable knowledge of municipal, county, state, and federal community-related statutes.
4. Knowledge of the principles and practices of municipal accounting, auditing, taxation, budgetary processes, and revenue management.

EQUIPMENT AND TOOLS USED:

Computer equipment, printers, fax machine, telephones, calculators, scanner, passport photo camera, and copy machine. This list is a representation of the type of tools and equipment used.

OTHER REMARKS:

1. The employee must occasionally lift and/or move up to 25 pounds.
2. The work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually quiet.
3. Must have completed Municipal Clerk training or complete it satisfactorily within 4 years of employment.

Residency Requirements: It is preferred that the employee reside within a 30-minute drive of City Hall.

The City of Huxley is an equal opportunity employer.

The job duties described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The City of Huxley grants veteran's preference on positions with a minimum of an initial interview for all veterans who claim and are eligible for preference.

JOB DESCRIPTION CITY OF HUXLEY

DEPARTMENT: ADMINISTRATION -- POSITION: *HR/Administrative Coordinator*

NON-EXEMPT PART-TIME HOURLY POSITION

SUMMARY OF DUTIES: Perform work under general guidance. Perform all duties related to Human Resources and Accounts Payable. Perform administrative, financial, office and clerical duties, and assist City Administrator when requested. Performs other duties in the department as required.

SUPERVISES: NA

REPORTS TO: City Clerk/Finance Director

PRINCIPAL DUTIES AND RESPONSIBILITIES:

1. Lead City's Human Resource functions, including processing and maintaining all personnel records and perform duties as required in processing new employees and the requirements entailed in terminating employees.
2. Advise City staff members on a variety of Human Resource issues, including workers compensation, payroll, benefits, group health insurance, and other personnel policy matters.
3. Coordinate workers comp claims and provide direction. Process claims and collaborate with Company Nurse.
4. Prepares documents and assists auditor in annual Workers Compensation Insurance audit.
5. Prepares documents and assists auditor in annual Liability insurance audit.
6. Calculate and prepare City payroll, including fulfilling reporting requirements.
7. Prepare and submit monthly IPERS report.
8. Prepare and submit quarterly payroll reports (State Withholding, Federal Withholding, Unemployment Insurance).
9. Prepare end of year required documents (W2's, 1099's, Publication of Wages)
10. Process employee monthly sick and vacation accrual.
11. Work with the City's insurance brokers to annually check Medical, Dental, Vision, LTD, STD, and Life insurance quotes.
12. Process and maintain City's group insurance for employees.
13. Prepares payroll and accounts payable/vendor reports and information for annual audit.
14. Manage Passport Program, ensuring City has appropriate paperwork filed/updated to be a passport processing center and that employees remain updated on their credentials and serve as a Passport Acceptance Agent.
15. Process ambulance service accounts receivables and work with the outsourced billing company on incoming payments and adding delinquent accounts to Income Offset Program.
16. Meet, greet and assist customers. Answer phone, take messages, direct calls and provide general information about the City.
17. Process accounts payable and claims list for City Council approval.
18. Collect receipts and prepare and enter payments. Prepare bank deposits, as needed.
19. Produce invoices as needed for a variety of charges.
20. Assist customers, as needed, regarding various permit applications.
21. Process and maintain data management of documents and file organization related to work.
22. Manage files and records, assisting the City Clerk regarding record retention when needed.

23. Sort and process City mail and deliveries as received.
 24. Issue dog and cat licenses for the City.
 25. Assist in locating information for citizens, department heads, other employees, or consultants as necessary.
 26. Address citizen inquiries, comments or complaints, communicates with the citizens and other employees personally, over the telephone, or in writing.
 27. Develop reports, spreadsheets, letters and similar documents as needed and mail if required.
 28. Order office supplies for employees and departments as requested.
 29. Prepare and submit necessary forms for State and Federal fuel tax refunds.
 30. Assist in maintaining and updating several databases.
 31. Assist City Administrator on assigned tasks.
 32. Assist in filing and general word processing duties.
 33. Work with a variety of people, timelines and pressure situations.
 34. Assist other departments as needed.
 35. Serve as a Notary Public.
 36. Coordinate and lead City's Safety Committee.
 37. Maintains Safe Room and Nord/Kalsem reservation scheduling.
 38. Attend workshops and seminars as approved to further develop knowledge, skills and abilities to maintain, enhance, or achieve certification in various expertise related position.
 39. Perform other duties as assigned.
-

ENTRY REQUIREMENTS:

1. Associates degree or an equivalent; or 4-6 months related experience and/or training; or equivalent combination of education and experience, with a Bachelor's Degree in relevant area strongly preferred.
 2. Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.
 3. Ability to write routine reports and correspondence.
 4. Ability to speak effectively before groups of customers or employees of organization.
 5. Knowledge and experience using Microsoft Office or similar software (ie. Word, Excel, and internet). Knowledge of computer important to position.
 6. Ability to compute high-volume, complex mathematical transactions quickly and accurately.
 7. Ability to handle multiple tasks.
 8. Ability to communicate effectively
 9. Ability to work with people and maintain positive work attitude.
 10. Ability to apply common sense understanding to carry out detailed written or oral instructions.
 11. Ability to deal with problems.
 12. Maintain documentation and records for a variety of areas.
 13. Knowledge of office procedures and practices (i.e. filing, letter writing, time management, etc.)
 14. Must be able to work with confidential information.
 15. Must be bondable.
-

REQUIRED SPECIAL QUALIFICATIONS:

1. Knowledge of current human resource laws and regulations, particularly in a public environment, payroll procedures, and Iowa Public Employee Retirement System (IPERS) strongly preferred.
2. Knowledge of public finance is also preferred.

3. A high level of organization is required in this position.
 4. The job duties described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
-

EQUIPMENT AND TOOLS USED:

Computer equipment, printers, fax machine, telephones, calculators, scanner, passport photo camera, and copy machine. This list is a representation of the type of tools and equipment used.

OTHER REMARKS:

1. The employee must occasionally lift and/or move up to 25 pounds.
 2. The work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually quiet.
 3. Completion of the Municipal Clerk training is preferred, depending on budget resources available.
-

Residency Requirements: It is desirable that the employee reside within a 30-minute drive of City Hall.

The City of Huxley is an equal opportunity employer.

The job duties described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The City of Huxley grants veteran's preference on positions with a minimum of an initial interview for all veterans who claim and are eligible for preference.

JOB DESCRIPTION CITY OF HUXLEY

DEPARTMENT: ADMINISTRATION -- POSITION: *Utility & Zoning Clerk/Deputy City Clerk*

NON-EXEMPT FULL-TIME HOURLY POSITION

SUMMARY OF DUTIES: Perform work under general guidance. Perform all duties related to Utility Billing Department. Perform administrative, financial, office, and clerical duties. Perform duties for Planning and Zoning Commission, Zoning Board of Adjustment and Zoning Administrator.

SUPERVISES: N/A

REPORTS TO: City Clerk/Finance Director

PRINCIPAL DUTIES AND RESPONSIBILITIES:

1. Meet, greet and assist customers. Answer phone, take messages, direct calls and provide general information about the City and specific information about city zoning.
2. Establish, transfer, and terminate utility accounts.
3. Create and upload ACH files to bank and verify and post details of business transactions, such as funds received and disbursed associated with water/ sewer utility billing and accounts receivable daily.
4. Generate monthly water /sewer utility bills, from meter readings. Send out necessary follow-up notices and delinquent notices, dispatching Water Superintendent to disconnect service when appropriate. If payments are not received in the normal process initiate collection proceedings.
5. Reconcile utility billings each month.
6. Update City website with Council packet and Agenda in absence of City Clerk.
7. Research and resolve billing questions.
8. Produce invoices as needed for a variety of charges, including bulk water.
9. Develop monthly reports on water and wastewater utility, including water loss and consumption reports. Communicate abnormal consumption to customers as needed.
10. File annual consumer confidence and annual disclosure reports.
11. Assist in closing and opening books for each fiscal year; assists in preparation of reports and information for audit.
12. Perform duties of Deputy City Clerk in absence of the City Clerk.
13. Take minutes at of the City Council and prepare minutes for Council review and approval in the absence of City Clerk.
14. Maintain reservations for usage of Nord-Kalsem Shelter, Safe Room, and Council Chambers.
15. Process City mail and deliveries.
16. Issue dog, cat, duck, and chicken licenses for the City. Maintain records and send monthly reminders.
17. Assist in locating information for citizens, department heads, other employees, or consultants as necessary.
18. Address citizen inquiries, comments or complaints. Communicate with citizens and other employees personally, over the telephone, or in writing.
19. File monthly City sales tax reports.
20. Manage building and zoning permits, keep and maintain records, assist customers regarding permits and related items.
21. Maintain property management files.

22. Responsible for doing and maintaining records regarding census.
23. Perform the duties of Zoning Clerk and work with Planning and Zoning Commission and Zoning Board of Adjustments and Zoning Administrator. Prepare minutes and reports.
24. Update, maintain, and enforce Comprehensive Plan.
25. Handle platting, rezoning, and annexation processes.
26. Serve as point of contact for building inspectors, Iowa One Call, and BSI online.
27. Issue and manage garbage hauler permits.
28. Issue tree trimming and sidewalk repair notices and invoices annually as appropriate.
29. Publishes notices in timely manner. Send out notices to property owners when required.
30. Create reports for City Council concerning zoning actions.
31. File reports with County and State as directed.
32. Work closely with Police Department to create forms, processes, payments, and notices and provide information as requested.
33. Attend workshops and seminars as approved to further develop knowledge, skills, and abilities in order to maintain, enhance, or achieve certification in various areas of expertise.
34. Serve as a Notary Public.
35. Serve as Passport Acceptance Agent.
36. Responsible for maintaining petty cash drawer and log/checkout of credit cards.
37. Maintain documentation on all subject areas in a timely manner.
38. Draft, edit, post, and monitor social media content.
39. Perform related duties as assigned.

ENTRY REQUIREMENTS:

1. Associate of Arts Degree or equivalent; or 1-3 months related experience and/or training; or equivalent combination of education and experience.
2. Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.
3. Ability to write routine reports and correspondence.
4. Ability to speak effectively before groups of customers or employees of organization.
5. Ability to compute high-volume, complex mathematical transactions quickly and accurately.
6. Ability to apply common sense understanding to carry out detailed written or oral instructions.
7. Ability to deal with problems.
8. Ability to handle multiple tasks.
9. Ability to communicate effectively.
10. Ability to work with people and maintain positive work attitude.
11. Must be able to work with confidential information.
12. Maintain documentation and records for a variety of areas.
13. Knowledge and ability to use Microsoft Office or similar software (ie. Word, Excel, and internet). Knowledge of computer important to position.
14. Knowledge of office procedures and practices (i.e. filing, letter writing, time management, etc.)
15. Must be bondable

REQUIRED SPECIAL QUALIFICATIONS:

1. The job duties described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions.

2. A high level of organization is required in this position.
3. Superior Customer Service skills are necessary in this position. Soft skills such as conflict resolution and the ability to interpret tone and body language of customers is extremely helpful.

EQUIPMENT AND TOOLS USED:

Computer equipment, printers, fax machine, telephones, calculators, scanner, passport photo camera, and copy machine. This list is a representation of the type of tools and equipment used.

OTHER REMARKS:

1. The employee must occasionally lift and/or move up to 25 pounds.
2. The work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually quiet.
3. Completion of the Municipal Clerk training is preferred, depending on budget resources available.

Residency Requirements: It is desirable that the employee reside within a 30-minute drive of City Hall.

The City of Huxley is an equal opportunity employer.

The job duties described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The City of Huxley grants veteran's preference on positions with a minimum of an initial interview for all veterans who claim and are eligible for preference.

COUNCIL COMMUNICATION

AGENDA HEADING:

Resolution Approving Increase of Ambulance Base Rates.

SYNOPSIS:

Proposed increase of ambulance base rates to reflect current charges in use with neighboring services. Ambulance base rates have not been increased for over five years.

Current base rates:

Basic Life Support with transport: \$600

Advanced Life Support with transport: \$900

Mileage rate: \$15 per loaded mile.

Proposed rate increases:

Assessment with no transport or treated and released: \$300

Basic Life Support with transport: \$900

Advanced Life Support with transport and 1-2 ALS procedures: \$1,200

Advanced Life Support with transport and more than 3 ALS procedures: \$1,400

Mileage rate: \$15 per loaded mile.

Tier request from another agency: \$200

FISCAL IMPACT:

An increase in rates will improve ambulance revenue. Medicare/Medicaid pay a percentage of the charge and thus increasing the base rate will increase the percentage paid. Private insurance pay rates have also increased allowing for the increase in ambulance rates.

ADDITIONAL INFORMATION:

If approved, these rates will be billed immediately after council approval. The ambulance billing company, PCC, has been advised of the proposed rate increases and will put them in effect upon approval.

Why is this necessary? Overall, there is a shortage of ambulances in Story County. Moreover, the City of Huxley is experiencing growth and the projected growth will further justify a need for an Advanced Life Support ambulance in the community that serves not only Huxley, but the surrounding Ballard communities. The Huxley ambulance also responds to EMS emergencies in other communities throughout Story County and Northern Polk County.

An Advanced Life Support ambulance is a mobile emergency room. It is the first line of medical professionals in a continuum of care to assess and treat life-threatening emergencies. All life-threatening emergencies are time sensitive. The sooner that advanced care can reach those in need allows for quicker assessment and diagnosis of the emergency thus allowing for critical decision making for treatment and choosing the appropriate destination for that patient.

For example: an asthma patient has a few minutes before they become unresponsive and suffer cardiac arrest. Stroke victims have three hours or less to get the treatment they need and to be delivered to the appropriate stroke center before life-long deficits or death may occur. Worse yet, a cardiac arrest patient has less than 8-10 minutes to receive rapid CPR and defibrillation before the brain begins to die. And with

all of these emergencies, the sooner that Advanced Life Support arrives and begins treatment, the patient outcome increases dramatically. These are just three examples of time-sensitive medical emergencies that are commonly experienced.

Huxley Fire and Rescue currently employs four paramedics who have multiple years of experience and training. There are two other members who are paramedic students and will be certified within one year. The long-term goal is to staff the ambulance 24/7/365 with paramedics who are trained in Advanced Life Support. In addition to the four paramedics, there are multiple EMT's and drivers who currently staff the ambulance who are well trained and ready and willing to serve those in need.

The rate increase will further enhance the capabilities of the ambulance and the Fire Department by providing the best care possible for the public. This is not an ambulance where we are called because we have cheaper rates, we are called because we are 911 and those in need demand the best care available. The rate increase will reflect other agencies in the area and Central Iowa and add to the effectiveness of our service.

PREVIOUS COUNCIL ACTION(S):

None

BOARD COMMISSION ACTION(S):

None

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

Continued operation of the ambulance service under the new rate structure.

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. 20-024

WHEREAS, the City of Huxley provides ambulance response services for emergency medical calls for the City of Huxley, the surrounding Ballard community, Story County and Northern Polk County, and;

WHEREAS, current ambulance service rates and categories of service do not adequately reflect the services provided and rates have not increased for over five (5) years, and;

WHEREAS, the proposed increase of ambulance base rates as described in the accompanying Council Communication will reflect charges in line with neighboring services, and;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Huxley, Iowa, as follows:
Increased ambulance service rates are hereby approved as presented.

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

PASSED, ADOPTED AND APPROVED this 24th day of March, 2020.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 20-024** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 24th day of March 2020.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Kum & Go #0131

Physical Location Address 1706 Hwy 210 City Huxley ZIP 50046

Mailing Address 1459 Grand Ave City Des Moines State IA ZIP 50309

Business Phone Number 515-457-6249

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP Kum & Go, LC

Mailing Address 1459 Grand Ave City Des Moines State IA ZIP 50309

Phone Number 515-457-6000 Fax Number _____ Email licenses@kumandgo.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐

Has vending machine that assembles cigarettes ☐ Other ☐ _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Charles Campbell Name (please print) _____

Signature _____ Signature _____

Date 3.04.2020 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: 37.50
- Fill in the date the permit was approved by the council or board: March 24, 2020
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Huxley
- New ☒ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

COUNCIL COMMUNICATION

AGENDA HEADING:

Approve Resolution No. 20-025 for DSI Huxley Site Plan, Huxley Industrial Park

SYNOPSIS:

DSI Properties Iowa, LLC (Diamond Surface Inc, 15292 40th Avenue North, Plymouth MN 55446) has submitted materials for City Council review for the construction of a 7,716 SF single story warehouse/office space at the intersection of Campus Drive and S. Main Ave. Diamond Surface Inc is a pavement restoration and rehabilitation contractor. The project will add new taxable valuation, investment and activity to the Huxley Industrial Park. Project initiation is estimated for Spring 2020 and completion by Fall/Winter 2020.

Additional information is below and in the attachments.

ADDITIONAL INFORMATION:

- Staff worked with Veenstra & Kimm, Inc. to review submitted materials for the site plan prior to review by the Planning & Zoning Commission on March 16, 2020
- Staff recommended conditional approval of the DSI site plan to the Planning & Zoning Commission based on receipt of an updated submittal that reflects the responses to comments letter provided by V & K prior to City Council review.
- Planning & Zoning Commission provided the conditional approval and the company provided an updated submittal that has received an acceptance letter from V & K.

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- Issuance of building permit, construction of the project, and issuance of occupancy permit.

RESOLUTION NO. 20-025

WHEREAS, Diamond Surface, Inc. dba DSI Properties Iowa LLC has presented a site plan for development of a 7,716 square foot office and warehouse building in the Huxley Industrial Park, and;

WHEREAS, the project will provide for new investment and taxable valuation for the City of Huxley, and;

WHEREAS, the Huxley Planning and Zoning Commission has reviewed the site plan and provided conditional approval pending resubmittal of the plan to address comments provided by the City's consulting engineer Veenstra and Kimm, Inc and;

WHEREAS, the resubmittal provided has received a letter of acceptance from Veenstra & Kimm Inc, and;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Huxley, Iowa, as follows:
DSI site plan 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 24th day of March, 2020.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 20-025** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 24th day of March 2020.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

430 S MAIN AVE
HUXLEY, IOWA 50124

Sheet Number	Sheet Title
C100	C100 - SHEET
C101	INTERPLAN
C102	C102 - INTERPLAN
C103	UTILITY PLAN
C104	LANDSCAPE PLAN
C105	CONCRETE DETAILS
C106	WOODWORK DETAILS

[illegible][illegible]BUILDING UNIT VALUE, X₁ = Z/OFFICE = 2,500,000, TOTAL BUILDING = 7,711,88F[illegible]

1. TELEPHONE POLE
 2. CABLE TOWER
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THE MOST RECENT EDITION OF THE INTERNATIONAL STANDARD UREAN DESIGN SPECIFICATION, FOR PUBLIC UTILITIES SHALL APPLY TO ALL WORK PERFORMED ON THIS PROJECT EXCEPT AS MODIFIED HEREIN.

Professional Engineer Seal for Brent M. Strachan, License No. 24225, State of Iowa.

03/20/2020
CITY REVIEW
PROJECT NO. 4188
CLIENT NO. 111

0000

PRELIMINARY
- NOT FOR
CONSTRUCTION

DSI HUXLEY
HENNING COMPANIES
430 S MAIN AVE, HUXLEY, IA

SHVEHATTERY
ARCHITECTURE+ENGINEERING

6125 VANCE HWY, Suite 100 | Fort Worth, TX 76116
817.221.9104 | www.shvehattery.com | (F, M, Tu-Fr 9:00 AM - 5:00 PM)

Love | Grow | Thrive

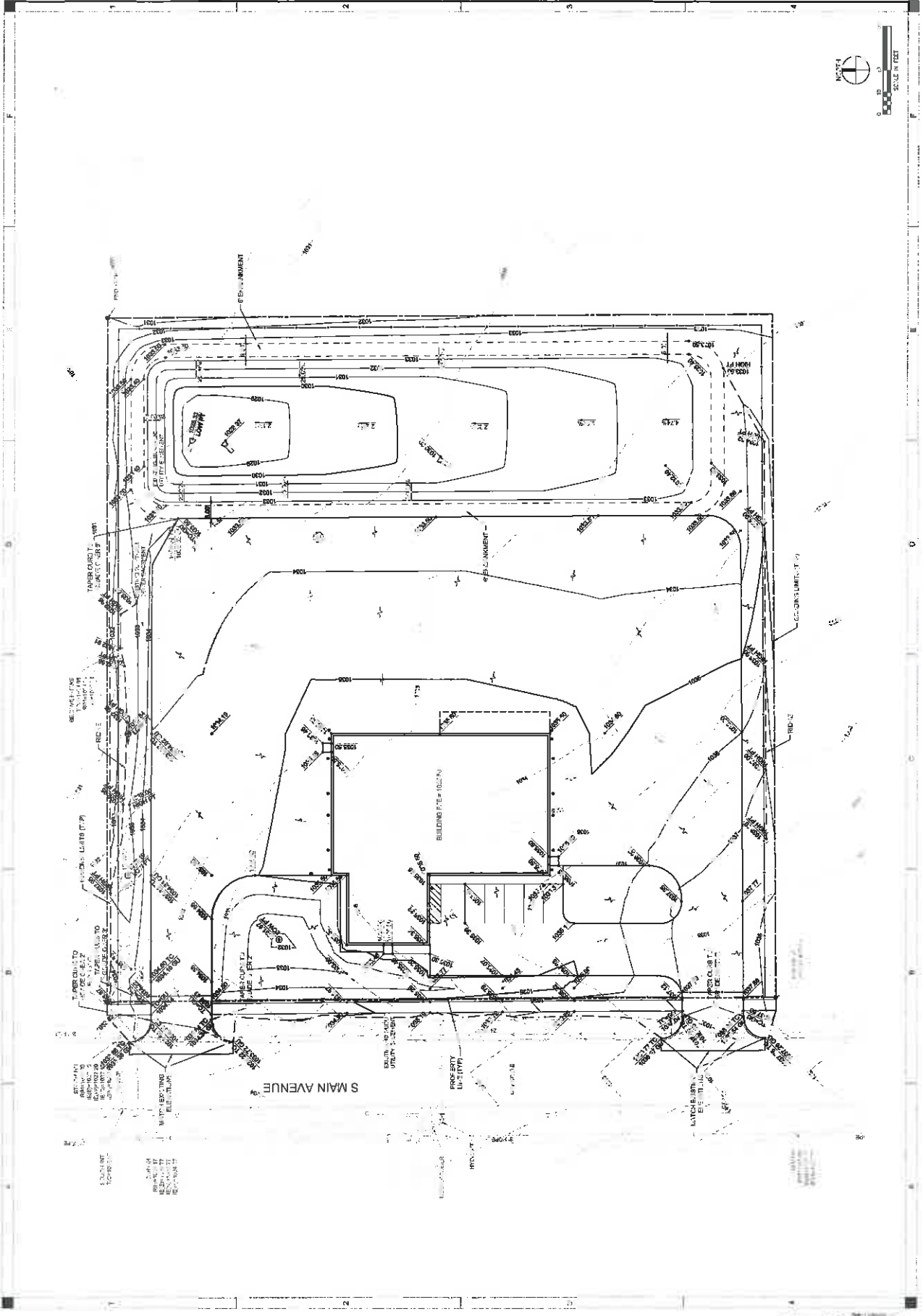
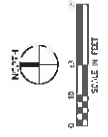
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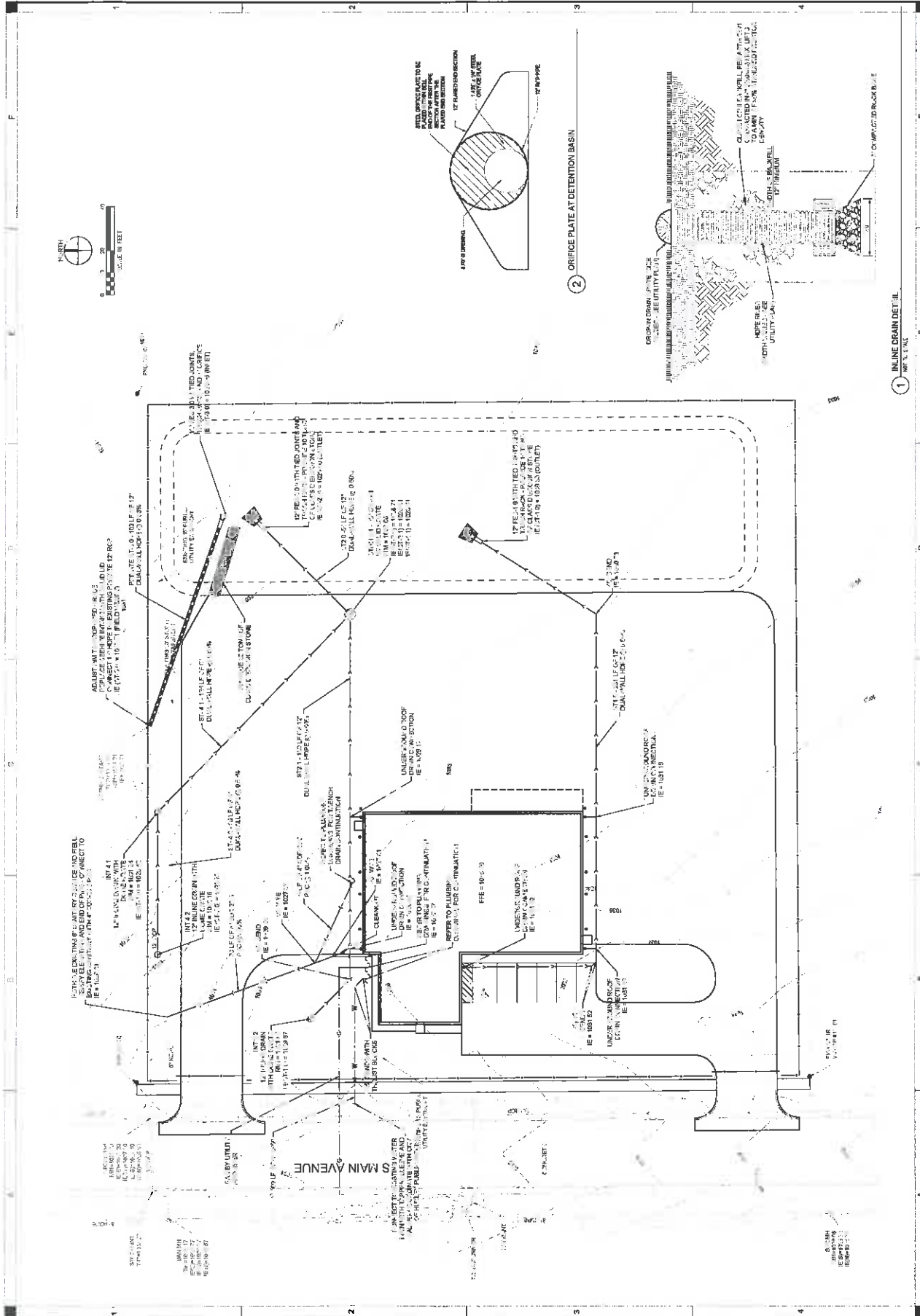
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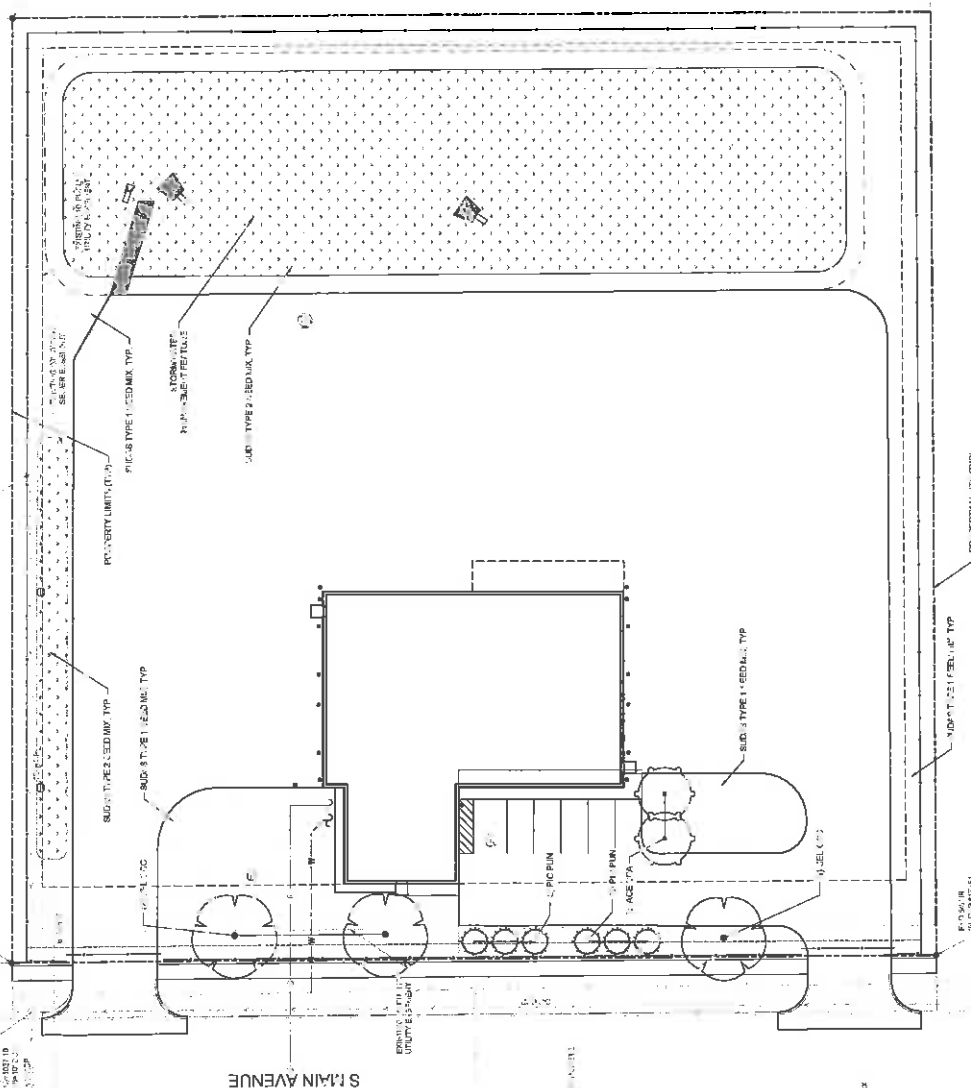
DSI HUXLEY

HENNING COMPANIES
430 S MAIN AVE. HUXLEY, IA 50124

SHIVEHATTERY
ARCHITECTS+ENGINEERS
415 13TH AVE. S. HUXLEY, IA 50124
PH: 562-8100 FAX: 562-8101
WWW.SHIVEHATTERY.COM





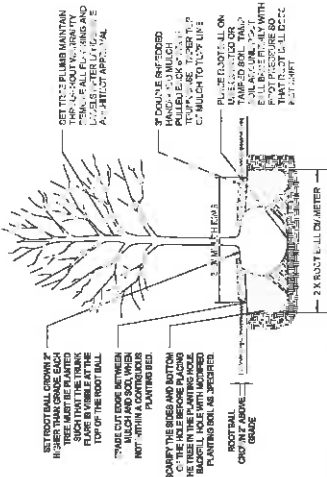


LANDSCAPE NOTES:

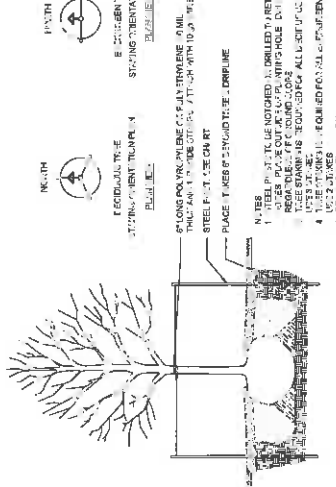
1. ALL THE FOLLOWING ARE THE MAJOR COMPONENTS OF THE CULTIVATION POTENTIAL OF A PLANT: LIGHT, WATER, NUTRIENTS, TEMPERATURE, HUMIDITY, CO₂ CONCENTRATION, AND PHOTOPERIOD.
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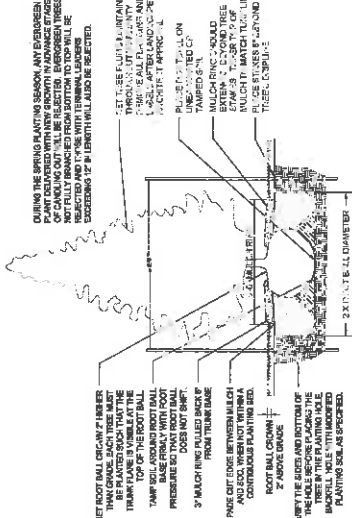
1 DECIDUOUS TREE PLANTING



2 TREE STAKING DETAIL



CONIFEROUS TREE PLANTING



DATE: 10/01/2010	BY: JPH
PROJECT: 101000	REVISION: 01
DESCRIPTION: 101000	REVISION: 01
PROJECT: 101000	REVISION: 01
DESCRIPTION: 101000	REVISION: 01

7 PCC CURB AND GUTTER
NOT TO SCALE

NOTE: CURB SHALL BE Poured IN PLACE AND FINISHED TO MATCH ADJACENT PAVEMENT.

4 INTEGRAL PCC CURB AND SIDEWALK
NOT TO SCALE

NOTE: CURB SHALL BE Poured IN PLACE AND FINISHED TO MATCH ADJACENT PAVEMENT.

3 PCC WALK & STRUCTURAL STOOP
NOT TO SCALE

NOTE: CURB SHALL BE Poured IN PLACE AND FINISHED TO MATCH ADJACENT PAVEMENT.

2 JOINT DETAIL
NOT TO SCALE

NOTE: CURB SHALL BE Poured IN PLACE AND FINISHED TO MATCH ADJACENT PAVEMENT.

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NOT TO SCALE

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2 JOINT DETAIL
NOT TO SCALE

NOTE: CURB SHALL BE Poured IN PLACE AND FINISHED TO MATCH ADJACENT PAVEMENT.

March 20, 2020

Veenstra & Kimm, Inc.
Attn: Forrest S. Aldrich, P.E.
3000 Westown Parkway
West Des Moines, IA 50266

Re: DSI Huxley – Site Plan Review

Dear Mr. Aldrich,

We are in receipt of your plan review comments for the above referenced project, dated March 10, 2020. Our comments are as follows:

1. Sheet 0000, in General Notes 34 and 35 change to the City of Huxley.
S-H Response: Note has been updated on Cover Sheet - C000.
2. Provide SDR 23.5 for the sewer service pipe material.
S-H Response: Update has been made to Utility Plan – C300 for change in pipe material.
3. The detention basin berm should have a side slope of 4:1 or flatter in accordance with SUDAS Design Manual Section 2G-1.F.1.a.
S-H Response: Slopes of detention basin are updated to meet 4:1 maximum side slope.
4. Label the storm sewer from the public storm sewer on the east side of Main Avenue to the intake as "Private."
S-H Response: Note has been added to denote private storm sewer.
5. Label the storm sewer from the street manhole to the pond outlet structure as "Private."
S-H Response: Note has been added to denote private storm sewer.
6. Change street name to S. Main Avenue.
S-H Response: Update has been made to base file.
7. Provide 5-foot wide sidewalk along the street.
S-H Response: 4' Sidewalk previously shown has been widened to 5' and moved within City ROW.
8. Provide dimensions for the boundary of the lot.
S-H Response: Boundary dimensions have been added to base file.
9. Provide calculations showing a minimum of 20% greenspace on the site.
S-H Response: Greenspace calculations has been added to Cover Sheet – C000.

Project 4194980



10. Provide all final as-constructed plans as an electronic pdf format. Provide GIS coordinates for all as-constructed utility manholes, valve boxes, curb stops, hydrants, and cleanout in AutoCad format.

S-H Response: This comment has been noted for future inclusion as part of the construction and closeout process.

11. Provide and install Watts RPZ backflow assembly for water service inside the building.

S-H Response: This comment has been noted and sent to the plumbing engineer for inclusion in construction documents.

12. Label contacts for inspection and utilities, as follows:

Water and Sewer, Keith Vitzthum, City of Huxley, 515-290-7512

Gas and Electric, Jacob Clark, Alliant Energy, 515-268-4412

Phone and Cable, Brant Strumpfer, Huxley Communications, 515-203-6716

S-H Response: Contacts have been included on Cover Sheet – C000.

13. Provide traffic analysis in accordance with City Ordinance 167.04.1.B. This may not be necessary depending on anticipated traffic. Please provide information on the anticipated number of truck deliveries and time of day they are anticipated. Also, the number of passenger vehicles anticipated in any given day.

S-H Response: Owner anticipates approximately 5 trucks on a given day arriving and departing throughout the day.

14. Show P.U.E. and other easements from the Industrial Final Plat on the site plan.

S-H Response: Base map has been updated to include P.U.E and other easements from the Industrial Final Plat.

15. Provide building dimensions and building square footage.

S-H Response: Building dimensions and square footage has been updated on Sheet C101 – Site Plan.

16. Provide elevation view of the building showing building dimension, height, and materials.

S-H Response: Building elevations were sent on March 12th, 2020.

17. All parking areas are to be surfaced with asphalt or concrete. The east lot will need to be paved with hard surfacing or have a waiver requested of the City Council.

S-H Response: All parking areas have been updated to be concrete pavement.

18. Provide lighting plan.

S-H Response: Photometric plan attached to this resubmittal.

19. All of the areas on the site located south and east of the building need to drain into the northeast stormwater detention basin. This includes all of drainage area DA-3 shown in the stormwater drainage calculations. Drainage DA-3 cannot drain off-site.

S-H Response: Site grading has been reworked to update the east detention basin to gather flow from all portions of the site.

20. The maximum total allowable release rate from the site for both detention basins is 1.5 cfs. See the attached stormwater management plan for the Huxley Industrial Park dated January 17, 2006.

S-H Response: Detention basins and associated outlets have been updated to meet allowable release rate into "pipe 2" per the Storm Water Management Plan dated January 17, 2006.

21. Revise and re-submit the stormwater management calculations for the site.

S-H Response: Stormwater management report has been updated including associated calculations.

22. The embankment width for the detention basins need to be minimum of 6 feet wide in accordance with SUDAS Design Manual Section 2G-1F.1.c.

S-H Response: Embankment width has been updated to meet SUDAS requirements.

23. The freeboard and emergency spillway requirements of SUDAS Design Manual Section 2G-1.F.1.d.

S-H Response: Detention basins and associated outlets have been updated to meet requirements.

24. The west stormwater detention basin needs to be contained within the site and not extend in the public right-of-way. The sidewalk also cannot pass through the stormwater detention basin.

S-H Response: West stormwater basin has been updated and outlet re-routed.

25. The building downspouts cannot be directly tied to the storm sewer. They need to flow overland to the detention basin.

S-H Response: All roof drains have been connected underground to storm sewer that outlet in the east detention basin before entering any public storm sewer.

Thank you for the review of our project.

SHIVE-HATTERY, INC.



Brent Strauch, PE

Enc: Architectural Elevations

Cc: Rita Conner, City of Huxley
Jeff Peterson, City of Huxley
Amy Kaplan, City of Huxley
Chris Bauer, Shive-Hattery



VEENSTRA & KIMM, INC.

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

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

March 20, 2020

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

HUXLEY, IOWA
DSI HUXLEY
SITE PLAN REVIEW

We have reviewed the revised site plan for DSI Huxley located in the Huxley Industrial Park and find it acceptable.

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

VEENSTRA & KIMM, INC.

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

Forrest S. Aldrich

FSA:dml
45229-049

cc: Jeff Peterson, City of Huxley (e-mail)
Brent Strauch, Shive-Hattery, Inc. (e-mail)

RESOLUTION NO. 20-026

Resolution Setting the Date for the Public Hearing on the Proposed Fiscal Year 2021 Annual Budget for Fiscal Year Ending June 30, 2021

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HUXLEY, IOWA, that the Huxley City Council sets the date of March 24, 2019 at 6:00 p.m. for the public hearing on the Proposed FY 2021 Budget and directs the City Clerk to prepare and publish notice of said hearing as attached. The hearing shall take place in the Council Chambers in the City Hall.

PASSED AND APPROVED this 24th day of March 2020

		Budget FY 2021	Re-estimated FY 2020	Actual FY 2019
		(a)	(b)	(c)
Revenues & Other Financing Sources				
Taxes Levied on Property	1	1,679,220	1,372,332	1,254,866
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	1,679,220	1,372,332	1,254,866
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	2,562,186	2,489,537	2,541,200
Other City Taxes	6	565,736	555,146	569,816
Licenses & Permits	7	138,100	116,300	353,315
Use of Money and Property	8	581,000	25,500	75,745
Intergovernmental	9	485,532	675,775	725,487
Charges for Fees & Service	10	2,169,600	2,265,107	1,723,484
Special Assessments	11	1,000	1,000	979
Miscellaneous	12	0	1,906,672	477,066
Other Financing Sources	13	0	0	489,543
Transfers In	14	1,842,522	1,870,737	2,746,631
Total Revenues and Other Sources	15	10,024,896	11,278,106	10,958,132

Expenditures & Other Financing Uses				
Public Safety	16	961,135	869,575	731,685
Public Works	17	561,066	486,819	401,999
Health and Social Services	18	12,000	15,250	11,535
Culture and Recreation	19	602,866	564,116	542,107
Community and Economic Development	20	1,468,390	1,166,029	946,282
General Government	21	587,240	440,162	432,703
Debt Service	22	2,469,697	2,298,818	2,268,753
Capital Projects	23	0	831,172	164,734
Total Government Activities Expenditures	24	6,662,394	6,671,941	5,499,798
Business Type / Enterprises	25	1,356,813	2,634,255	1,357,940
Total ALL Expenditures	26	8,019,207	9,306,196	6,857,738
Transfers Out	27	1,842,522	1,870,737	2,746,631
Total ALL Expenditures/Transfers Out	28	9,861,729	11,176,933	9,604,369
Excess Revenues & Other Sources Over				
(Under) Expenditures/Transfers Out	29	163,167	101,173	1,353,763
Beginning Fund Balance July 1	30	6,259,780	6,158,607	4,804,844
Ending Fund Balance June 30	31	6,422,947	6,259,780	6,158,607

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

PASSED, ADOPTED AND APPROVED this 24th day of March, 2020.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 20-026** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 24th day of March 2020.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

MINUTES TO SET DATE FOR
HEARINGS ON LOAN AGREEMENTS

419996-61

Huxley, Iowa

March 24, 2020

The City Council of the City of Huxley, Iowa, met on March 24, 2020, at 6 o'clock p.m., at the City Hall, Huxley, Iowa. The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution hereinafter next set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

• • • •

At the conclusion of the meeting and upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. 20-027

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 loan agreement (the “Essential Purpose Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$1,400,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, 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 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 April 14, 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 April 14, 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 April 14, 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 24, 2020.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF STORY
CITY OF HUXLEY

SS:

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
CITY OF HUXLEY

SS:

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
CITY OF HUXLEY

SS:

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.)

Business Items

Iowa Rural Utilities Agreement

Ballard School District Agreement

COUNCIL COMMUNICATION

AGENDA HEADING:

Approve Resolution on Agreement with Iowa Rural Utilities Association

SYNOPSIS:

The City of Huxley and the Iowa Rural Utilities Association (IRUA) propose entering into an agreement that will provide for water service to the Kum & Go convenience store that is under construction at I-35 and HWY 210. The agreement will allow Kum and Go to be served water by the City of Huxley for fire protection and for potable water to be metered for use by Kum & Go from the City of Huxley line as an IRUA customer.

The draft agreement provides for the City and IRUA to propose this one-off (one time) agreement to address the matter at hand and provide a reasonable solution with a specific rate structure. This will have both the City and IRUA agreeing to forego a portion of their normal standard rate structures in order to provide the most cost-effective service to the end consumer that is possible with the varied rates that both entities currently have in place.

ADDITIONAL INFORMATION:

- The agreement proposes that the City of Huxley will provide up to 5000 gallons per day (gpd) of potable water to IRUA to provide to Kum & Go
- IRUA will pay no later than the 10th of each month the City of Huxley's monthly base rate of \$17.15, (IRUA monthly base rate is \$14.36) and a rate of \$3.95 per 1000 gallons (City rate per 1000 gallons is \$4.72)
- No future projects or agreements are proposed under this structure.

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- The City of Huxley and IRUA will continue discussions on ways to address growth and development in a collaborative manner, where opportunities to avoid redundant public investment can be evaluated in our shared geography.
- The City of Huxley water service study, near completion, will provide guiding information for possible collaborative efforts and investments, along with analysis that will be done by both the City and IRUA in 2020 on future customer projections.

WATER PURCHASE AGREEMENT

WHEREAS, Iowa Regional Utilities Association (also known as "IRUA" and hereinafter called the "Association") is a member governed nonprofit corporation incorporated pursuant to Iowa Code Chapter 504 and is in the business of providing public water supply services and public wastewater services to cities, residents and businesses regionally throughout central and northeastern Iowa and to accomplish these purposes requires a supply of treated water; and

WHEREAS, the City of Huxley, Iowa, hereinafter called the "City," is a municipal corporation in Story County, Iowa, which owns and operates a public water supply system including a water treatment plant, water supply wells, water transmission and distribution systems and reservoirs; and

WHEREAS, the Association and the City are collectively referred to herein as "the Parties"; and

WHEREAS, the Association supplies public water supply services to customers in Story County, Iowa, near the City; and

WHEREAS, the City's water treatment plant is capable of producing treated water to meet the current needs of its customers and the City is willing to sell water to the Association to meet the potable and fire suppression water needs of the Association's customer located on the property as described on Exhibit 1; and

WHEREAS, maximizing the utilization and income production capabilities of its water treatment plant is beneficial to the City and avoiding the duplication of costly public water supply systems is in the general public interest; and

WHEREAS, collaborative planning between the Association and the City for the efficient and cost-effective provision of public water supply services to encourage economic development is also in the public interest; and

WHEREAS, mindful of the foregoing the City and the Association desire to enter into agreements regarding such matters.

NOW, THEREFORE IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL AGREEMENTS HEREINAFTER SET FORTH THE CITY AND THE ASSOCIATION AGREE:

1. The City Agrees:

a. Points of Delivery and Quality. The City agrees to supply the Association at the point of delivery specified on attached Exhibit 2 during the term of this Agreement or any renewal or extension hereof, potable treated water meeting applicable purity standards of all local, state and federal agencies and entities having regulatory jurisdiction with regard thereto. The Parties may modify points of delivery by addendum to this Agreement.

b. Quantity. The City agrees to supply the Association on an uninterruptible basis 5000 gallons per day averaged on a monthly basis of potable treated water, and additional water as needed for fire suppression only, for the Association's customer located on the property as described on Exhibit 1. The City will not charge the Association for water used for fire suppression purposes. Provided however, the City will be excused for interruptions for such reasonable period of time required in the normal course of operating and maintaining the City public water supply system.

c. Pressure. The City agrees the water furnished by the City at the point of delivery will be at a static pressure between 65 psi to 80 psi. Supply pressures shall not fall below 35 psi under all demand conditions. Emergency failures of pressure, including but not limited to force majeure, water plant, well, water tower and/or storage failures, main breaks, use for firefighting or other catastrophic events will excuse City from this provision for such reasonable period of time as may be necessary to restore service.

d. Metering. The Association agrees to furnish, install and maintain at its own expense at the point of delivery the necessary metering equipment, including a meter house or pit, and required devices of a standard type designed to measure accurately the quantity of water delivered to the Association's customer. The Association shall pay for the cost of the meter. The cost of replacement meters will be charged to the Association upon any updating or failure of the meter.

The Association agrees to calibrate such metering equipment whenever requested by the City, but no more frequently than once every twelve (12) calendar months. If the calibration does not need to be adjusted more than two percent (2%) the City shall reimburse the Association for the cost of calibration.

A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the three (3) calendar months prior to the date on which the test was conducted on the basis of the percentage of inaccuracy found by such test. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the average of the amount of water delivered during the last three month period immediately prior to the failure, unless the Association and the City shall agree upon a different amount.

The Association's customer metering equipment shall be read by the City on the first day of each calendar month, or any other date as required by the City billing cycle. A designated official or employee of the City shall at all times have reasonable access to the meter for the purpose of verifying its readings.

e. Billing. The City agrees to furnish the Association at its office location or at location specified by Association not later than the twentieth (20th) day of each month an itemized statement of the amount of water furnished the Association through the Association's customer meter during the preceding month.

2. The Association Agrees:

a. **Rates.** To pay to City not later than the tenth (10th) day of each month for water delivered to the Association in the previous billing cycle, under terms of this Agreement at a flat fee of \$17.15 per month plus the rate of \$3.95 per 1,000 gallons and sales tax, if applicable. The City shall not bill the Association for any water used for fire suppression. Water for fire suppression shall be supplied by the City to the Association as depicted on Exhibit 2.

3. The Parties Mutually Agree:

a. **Temporary Shortage.** The City will at all times operate and maintain its public water supply system in an efficient manner and will take such action as may be necessary to furnish Association with quantities of water as provided by this Agreement. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to Association will be reduced or diminished in the same ratio or proportion as the supply to City's customers is reduced or diminished.

b. **Modification of Rates.** Any increase or decrease in the rate shall be based upon demonstrable increase or decrease in the costs of performance hereunder; provided, however, that such costs shall not include any increased capitalization of the City's system, where the term "capitalization" is defined as an arbitrary write-up or any expenditure by City for the sole and exclusive benefit of persons, firms or corporations other than Association. The City can increase the rate due to the cost of any expansion of the public water supply system that is applied to all City customers; provided further the City agrees to notify and confer with Association at least 60 days prior to any proposed rate modification and further agrees in all events that any change in rates will not exceed the percentage change in rates the City charges its residential customers.

c. **Regulatory Agencies.** This Agreement is subject to such rules, regulations or laws as may be applicable to similar agreements in this state; and City and Association will collaborate in obtaining such permits, certificates, or the like, as may from time to time be required to comply therewith.

d. **Scope.** This agreement is the result of the collaborative efforts of the City and the Association and is limited to the terms hereof for the purpose of assuring the timely provision of fire suppression and potable public water supply services to the Association's customer whose property is depicted on Exhibit 1.

4. Miscellaneous Provisions.

a. **Term.** This Agreement will extend indefinitely or until it is amended by the Parties by mutual agreement signed by both Parties.

b. **Section 1926(b) / Iowa Code § 357A.21.** Except as otherwise provided for herein, [a] the Association retains any and all of its rights, privileges, and benefits possessed and not herein specifically released and relinquished by the terms and conditions of this Agreement, including,

but not limited to the rights, privileges and benefits under 7 U.S.C. § 1926(b) and [b] the City retains any and all of its rights, privileges and benefits possessed and not herein specifically released and relinquished by the terms and conditions of this Agreement, including, but not limited to the rights, privileges and benefits under Iowa Code §357A.21 to the extent not preempted by federal law.

c. Default/Remedies. In the event of default, the non-defaulting party shall give the defaulting party a written notice of such default by personal service, whereupon the defaulting party shall have ninety (90) days from the date of such service to cure any such default. In the event the defaulting party fails to timely cure said default, the non-defaulting party, in its sole discretion, shall have the option of declaring this Agreement void and retaining all consideration and monies it has received hereunder and be deemed relieved of all further obligations to perform any term or condition hereof or utilize any and all remedies at law or in equity available to them (including specific performance or injunctive relief). The existence of an adequate remedy at law or in money damages shall not be a defense to an action for specific performance or injunction. The prevailing party in any such action shall be entitled to payment of its attorney fees and litigation expenses from the non-prevailing party.

d. Approval of USDA and National Bank for Co-operatives. This Agreement is subject to the approval of the United States Department of Agriculture and the National Bank for Co-operatives and shall not be deemed effective until such approvals have been obtained. In the event either the United States Department of Agriculture or the National Bank for Co-operatives does not approve this Agreement, then same shall be deemed void and of no force and effect.

e. Approval of City Council and the Association's Board of Directors. This Agreement is subject to the approval of the City Council and the Association's Board of Directors.

f. Amendments. No amendment, change, or modification of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed by both Parties.

g. Notices. All notices required by this Agreement shall be given by certified mail, return receipt requested, and shall be deemed given as of the date of such certified mailing.

h. Further Assurances. Both Parties shall take such actions and execute all documents necessary to effectuate the purposes of this Agreement.

i. Construction. The Parties agree that this Agreement was prepared by the combined efforts of the Parties and their attorneys and that the Agreement shall not be construed against any Party as the drafter of the Agreement.

j. Binding Effect and Effective Date. This Agreement is binding on all successors and assigns of the Association and of the City and shall be deemed effective (the "effective date") when approved by all signatories hereto.

k. Complete Agreement. This Agreement, including all appendices, constitutes the

entire, complete, and final agreement of the Parties with respect to the subject matter herein, and supersedes all prior understandings, undertakings, negotiations, representations, statements, and agreements made by or on behalf of or between the Parties.

1. Execution. This Agreement may be executed in counter parts and merged as a single document and same shall be deemed as legally binding as if the Parties had simultaneously executed same in the presence of one another. Further a recorded electronic copy of this document shall be deemed as legally binding as the original.

In witness whereof, the Parties, acting under authority of their respective governing bodies, have approved and caused this Agreement to be executed on the dates hereinafter indicated.

CITY OF HUXLEY, IOWA:

By: _____
Kevin Deaton, Mayor

By: _____
Jolene Lettow, City Clerk

STATE OF IOWA)
)ss:
STORY COUNTY)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kevin Deaton and Jolene Lettow, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Huxley, Iowa, that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution Number _____ passed (the Resolution adopted) by the City Council on the ____ day of _____, 2020, and that Kevin Deaton and Jolene Lettow acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Iowa Notary Public

**IOWA REGIONAL UTILITIES ASSOCIATION,
d/b/a CENTRAL IOWA WATER ASSOCIATION:**

By: _____
Ronald Dunsbergen, President

By: _____
Delwin Van Zante, Secretary

STATE OF IOWA)
)ss:
JASPER COUNTY)

On this _____ day of _____, 2020, before me the undersigned, a Notary Public in and for the aforesaid State and County, personally appeared Ronald Dunsbergen and Delwin Van Zante, to me personally known, who, being by me duly sworn, did say that such persons are, respectively, the President and the Secretary of Iowa Regional Utilities Association, d/b/a Central Iowa Water Association, the aforesaid corporation executing the within and foregoing instrument, that no seal has been procured by said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and, that the aforesaid Ronald Dunsbergen and Delwin Van Zante, as said officers of such corporation, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by said officers voluntarily executed.

Iowa Notary Public

USDA APPROVAL

THIS AGREEMENT IS APPROVED on behalf of the United States of America (USDA/RD) this _____ day of _____, 2020.

**UNITED STATES OF AMERICA:
DEPARTMENT OF AGRICULTURE/RURAL DEVELOPMENT**

By: _____
Area Director

CO-BANK APPROVAL

THIS AGREEMENT IS APPROVED on behalf of National Bank for Co-operatives (Co-Bank) this _____ day of _____, 2020.

NATIONAL BANK FOR CO-OPERATIVES:

By: _____
Julia McCusker, Vice President

COUNCIL COMMUNICATION

AGENDA HEADING:

Approve Resolution on Agreement with Ballard School District

SYNOPSIS:

A shared use library and recreation facility 28 E intergovernmental agreement was approved in 2001 between the City of Huxley and the Ballard School District. Following growth, expansion and changes over the years, and new high school construction by the district, the recreation facility shared use component was discontinued.

In 2019, the City and the District began discussions to determine the best next steps for the library component of the agreement. Through these discussions, a proposed draft agreement has been prepared and is accompanying this Council Communication. Following City legal counsel review, any proposed changes to this draft will be shared between the parties and amended as warranted. An updated draft will be provided to City Council prior to the meeting in the event of changes.

Details on the elements of the discussion and the points of the agreement are provided below.

ADDITIONAL INFORMATION:

- The City of Huxley and the district need to move to a working model where each entity is responsible for paying its own personnel and upkeeping its own facilities, as the current agreement does not reflect long term fiscal sustainability for either entity.
- The district will continue to pay the City of Huxley \$77,000 annually for the FY 20/21 budget year, which is no change from our current 28 E Agreement. Our proposed FY 20/21 budget used \$52,000 as the amount.
- The district will hire a staff member this calendar year that will escort middle school students when off school district grounds in the Huxley library.
- In August 2021 the district will bill the city \$22,000
- In the subsequent fiscal years, the amount paid by the District to the City will reduce each year for three years and the City will transition to providing for library services fully through City revenues based on growth in valuation and tax base.

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- Adoption of the agreement by the Ballard School District Board as warranted
- Continued collaboration between the City of Huxley and the Ballard School District for the benefit of both entities and the greater Ballard Community.

AGREEMENT FOR REIMBURSEMENT OF PERSONNEL

THIS AGREEMENT is entered into by and between the Ballard Community School District , an Iowa public school corporation (the “District”) and Huxley, Iowa, an Iowa city (“the City”).

1. **Purpose.** The purpose of this Agreement is to provide supervision and support for District students when using the City Public Library.
2. **Term.** The Term of this Agreement shall be from July 1, 2020 through June 30, 2021. This Agreement may also be extended for a specific period or renewed for an additional school year by mutual agreement of the parties pursuant to a written addendum hereto.
3. **Duties of District.** The District shall have the following duties under this Agreement:
 - a. Employ, train, supervise, compensate, and evaluate an individual or individual(s) to provide supervision and support for District students while those students are using the City Public Library.
 - b. Notify the City regarding the identity and schedule of the individual or individual(s) hired for the position. Communicate with the City on an ongoing basis as needed to address any questions or concerns that arise during the term of this Agreement.
 - c. Submit an invoice to the City in August 2021 to cover the cost of the employee(s) performing duties under this Agreement in an amount not to exceed \$22,000.
 - d. To the extent permitted by law, agree to indemnify, defend, and hold harmless the City (including its directors, officers, employees, and agents) from and against all claims suits, liabilities, costs, and expenses, including reasonable attorney’s fees, related to or arising out of any act or omission of the District or the employee(s) assigned pursuant to this Agreement in the performance of services under this Agreement.
4. **Duties of City.** The City shall have the following duties under this Agreement:
 - a. Communicate with the District on an ongoing basis as needed to address any questions or concerns that arise during the term of this Agreement.
 - b. Within 30 days of receiving an invoice from the District, pay any owed amounts under this Agreement not to exceed \$22,000.
 - c. To the extent permitted by law, agree to indemnify, defend, and hold harmless the District (including its directors, officers, employees, and agents) from and against all claims, suits, liabilities, costs, and expenses, including reasonable attorney’s fees, related to or arising out of any act or omission of the City or its employees in the performance of services under this Agreement.
5. **No Joint Venture.** This Agreement shall not constitute an express or implied joint venture relationship between the District and City. The individual(s) employed by the District are not

employees of the City nor are the individual(s) entitled to any salary, benefits, or other compensation from the City. Neither the District nor the City has the authority to bind the other to any contract or obligation.

6. **Termination.** This Agreement may only be terminated prior to its expiration date upon mutual written agreement of both parties.

7. **Assignment.** This Agreement is not assignable by either party without the express, prior written consent of the other party.

8. **Communication.** The following individuals shall serve as the primary contact for each party:

If to District: Ottie Maxey, Superintendent

If to City: Rita Conner, City Administrator

9. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Iowa, Story County.

10. **Dispute Resolution.** Both parties shall make a good faith effort to settle disputes informally. If either party institutes legal action in connection with any controversy arising out of this Agreement, or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.

11. **Entire Agreement/Modification.** This Agreement constitutes the entire agreement of the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the subject matter of this Agreement. This Agreement may not be modified except by a written addendum signed by both parties.

BALLARD COMMUNITY SCHOOL
DISTRICT

CITY OF HUXLEY, IOWA

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____