



CITY COUNCIL MEETING NOTICE

TUESDAY MARCH 9, 2021 6:00 P.M.

Join Zoom Meeting

<https://zoom.us/j/99513606098>

Meeting ID: 995 1360 6098

One tap mobile

+13126266799,,99513606098# US (Chicago)

+16465588656,,99513606098# US (New York)

AGENDA

- 1. ROLL CALL**
- 2. APPROVE AGENDA AS PRESENTED AND/OR AMENDED**
- 3. PRESENTATION/RECOGNITION** Huxley Police Department Officer Jacque Gloede and Officer Rex Deckard
- 4. PUBLIC COMMENT (5 MINUTE TIME LIMIT FOR ITEMS NOT ON THIS AGENDA)**
- 5. PUBLIC HEARINGS**
- 6. CONSENT AGENDA – *These are routine business items and will be acted upon by one Roll Call Vote without separate discussion unless a Councilmember or citizen requests an item to be removed or considered separately.***
 - a. Approve Minutes from February 23 Regular Meeting and March 2 Special Meeting
 - b. Approve Payment of Bills
 - b. Approve Resolution No. 21-014 Maximum Tax Levy Rate
 - c. Approve Resolution No. 21-015 Set Hearing to Approve FY 2022 Budget
 - d. Approve Resolution No. 21-016 Amendment to Purchasing Policy
 - e. Approve Resolution No. 21-017 Agreement for Building System Services
 - f. Approve Resolution No. 21-018 Set Hearing for Plans, Specifications and Form of Contract for the East First Street Project
- 7. BUSINESS ITEMS**
 - a. Approve Resolution No. 21-019 Fenceline Beer Lab Patio
 - b. Approve Resolution No. 21-020 Fireworks Safety Demo Training
- 8. INFORMATIONAL ITEMS**
 - a. Update on Council Chambers Audio and Streaming of Meetings
 - b. Update on Water Treatment Plant Expansion Project
 - c. Update on March 2 Huxley Development Corporation Strategic Planning
 - d. Council-Park & Recreation Board Joint Meeting April 2021
- 9. CITY ADMINISTRATOR AND DIRECTOR REPORTS**
- 10. MAYOR AND COUNCIL REPORTS**

11. ADJOURNMENT

12. WORKSESSION - City Sidewalk Infill Program

UPCOMING WORK SESSION TOPICS

Development Agreements and Tax Increment
Economic Development Incentives-Priority Corridors and Programs
Updated Mapping Land Use and Future Utilities
FY 21-22 CIP and Long-Range CIP
Trails Master Plan
Ongoing Integration of Council Goals
Other Topics of Interest to Mayor and Council

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.

Huxley Police Department

515 N. Main Avenue Huxley, Iowa 50124 Phone: 515-597-2002 Fax: 515-597-2006



Letter of Recognition

Officer Jacque Gloede

February 26th, 2021

This letter is to formally and publicly recognize Officer Jacque Gloede for her exceptional service to the City of Huxley.

On February 25th, 2021 at 0327-hrs, the Boone County Sheriff's Office initiated a traffic stop on a red sedan that was reported as a reckless driver. The vehicle eluded the Boone County Deputies into Story County. The pursuit led onto southbound US Highway 69 that came into the Huxley city limits reaching speeds of 120+MPH. Officer Jacque Gloede and Officer Rex Deckard assisted the Boone County Sheriff's Office by stationing themselves at US Highway 69 and N Main Ave corridor. Office Jacque Gloede and Officer Rex Deckard blocked one travel lane with a squad car and deployed the department Stinger road spike system across the other lane of travel. The red sedan crossed the road spikes deflating all four tires. The red sedan continued southbound on US Highway 69 eventually going into the ditch south of US Highway 210. The driver of the red sedan was arrested and taken to Boone County Jail.

We are very proud of Officer Jacque Gloede and Officer Rex Deckard showing high qualities of professionalism, determination, and bravery during the event. The quick actions of Officer Jacque Gloede and Officer Rex Deckard assisting the Boone County Sheriff's Office in terminating the dangerous pursuit eliminated the high potential of loss of life and property.

On behalf of the citizens and council members of the City of Huxley, we would like to take this opportunity to thank Officer Jacque Gloede for a job well done.

Respectfully,

Mayor Kevin Deaton

Chief of Police Gerry Stoll

Huxley Police Department

515 N. Main Avenue Huxley, Iowa 50124 Phone: 515-597-2002 Fax: 515-597-2006



Letter of Recognition

Officer Rex Deckard

February 26th, 2021

This letter is to formally and publicly recognize Officer Rex Deckard for his exceptional service to the City of Huxley.

On February 25th, 2021 at 0327-hrs, the Boone County Sheriff's Office initiated a traffic stop on a red sedan that was reported as a reckless driver. The vehicle eluded the Boone County Deputies into Story County. The pursuit led onto southbound US Highway 69 that came into the Huxley city limits reaching speeds of 120+MPH. Officer Jacque Gloede and Officer Rex Deckard assisted the Boone County Sheriff's Office by stationing themselves at US Highway 69 and N Main Ave corridor. Office Jacque Gloede and Officer Rex Deckard blocked one travel lane with a squad car and deployed the department Stinger road spike system across the other lane of travel. The red sedan crossed the road spikes deflating all four tires. The red sedan continued southbound on US Highway 69 eventually going into the ditch south of US Highway 210. The driver of the red sedan was arrested and taken to Boone County Jail.

We are very proud of Officer Jacque Gloede and Officer Rex Deckard showing high qualities of professionalism, determination, and bravery during the event. The quick actions of Officer Jacque Gloede and Officer Rex Deckard assisting the Boone County Sheriff's Office in terminating the dangerous pursuit eliminated the high potential of loss of life and property.

On behalf of the citizens and council members of the City of Huxley, we would like to take this opportunity to thank Officer Rex Deckard for a job well done.

Respectfully,

A handwritten signature in black ink, appearing to read "Kevin Deaton", written over a horizontal line.

Mayor Kevin Deaton

A handwritten signature in blue ink, appearing to read "Gerry Stoll", written over a horizontal line.

Chief of Police Gerry Stoll

HUXLEY CITY COUNCIL MEETING MINUTES

Tuesday, February 23, 2021

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 held a Zoom meeting on the above date pursuant to rules of the council, notice posted at City Hall and onto website. Mayor Deaton called the meeting to order at 6:03 pm.

ROLL CALL: Kuhn, Roberts (in at 6:10), Easter, Mulder, Peterson

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

CITY STAFF PRESENT: Rita Conner – City Administrator, Jolene Lettow – City Clerk, Todd Moomaw – Fire Chief, Cathy Van Maanen – Library Director, Heather Denger – Parks and Recreation Director, Gerry Stoll – Police Chief

CONSULTANTS PRESENT: Forrest Aldrich– city engineer

PUBLIC HEARING: Maximum Proposed Property Tax Levy Rate for Fiscal Year 2022

Mayor opened meeting at 6:04pm. There being no discussion or comments from the public there was a MOTION by Councilman Easter to close the hearing at 6:07pm, seconded by Mulder. 4 ayes. Motion carried.

Councilman Roberts joined meeting.

CONSENT AGENDA:

Motion by Mulder, second by Easter to approve Consent Agenda as listed:

- a. Approve Minutes from February 9, 2021 Regular Meeting and February 16, 2021 Work Session
- b. Approve Payment of Bills
- c. Approve Appointment of Scott Johnson to Huxley Fire & Rescue Department
- d. Approve Resolution No. 21-008 Appointment of Chief Todd Moomaw to E911 Service Board
- e. Approve Resolution No.21-009 Payment Application No. 6 for the 560th Avenue Paving Project

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

Claims:

ARNOLD MOTOR SUPPLY	DEF FLUID	22.66
ARROWHEAD SCIENTIFIC, INC.	BLOOD KITS	94.66
AWS SERVICE CENTER	FD TRASH REMOVAL	0.00
BAKER & TAYLOR ENTERTAINME	CREDIT	134.88
BELLA HOMES	BUILDING PERMIT DEPOSIT REFUND	2,000.00
BUD'S AUTO REPAIR INC	POLICE VEHICLE MAINTENANCE	193.34
CARDMEMBER SERVICE	SEE ATTACHED	9,652.46
CATHY VANMAANEN	POSTAGE AND WIPES	20.69
COMPUTER RESOURCE SPECIALI	IT WORK	525.02
DEMCO	BOOK BARCODE LABELS	237.67
DOLLAR GENERAL-REGIONS 410	CLEANING SUPPLIES	165.55
FALLER, KINCHELOE & CO, PL	AUDIT AND ANNUAL FINANCIAL REP	6,975.00
GRAINGER	SWITCH FOR HEATER AT OAK LS	32.98
HEARTLAND CO-OP	LP FOR STORAGE SHED AT WASTEWA	781.86
HOKEL MACHINE SUPPLY	FIRE EXTINGUISHER INSPECTION	149.68
HOMES BY ADVANTAGE LLC	BUILDING PERMIT DEPOSIT REFUND	1,000.00
HUXLEY COMMUNICATIONS COOP	PHONE, INTERNET, CABLE	1,610.24
INTERNAL REVENUE SERVICE	FED WITHOLDING TAX	11,846.45
IOWA PERMIT TECH ASSOCIATI	IPTA YEARLY DUES	20.00
KEYSTONE LABORATORIES	MONTHLY WATER SAMPLING	290.70
MARCO, INC.	B/W AND COLOR COPIES-KONICA	269.44
MIDWEST BREATHING AIR SYST	SERVICE	757.89
MUNICIPAL SUPPLY	METER HEAD FOR HIGH SCHOOL	390.95
NEW CENTURY FS INC	UNLEADED FUEL	3,594.08
NICKOLAY CONSULTING, LLC	MONTHLY IT SUPPORT & MAINT.	139.99
OXEN TECHNOLOGY	EMAIL FORWARDING	292.00
PEPSI-COLA	VENDING PRODUCT	269.60

POSTMASTER
 RADAR ROAD TEC
 SAFE BUILDING COMPLIANCE &
 SAGE HOMES, INC.
 SHAFFER'S AUTO BODY CO INC
 STREICHER'S
 TASC
 TERRY COFFMAN
 U.S. BANK EQUIPMENT FINANC
 WASHER SYSTEMS OF IOWA, IN
 WINDSTREAM IOWA COMMUNICAT

POSTMASTER	447.41
MPH RADAR FOR 2021 FORD	1,798.00
BUILDING INSPECTIONS	702.44
BUILDING PERMIT DEPOSIT REFUND	1,000.00
NEW DOOR HINGES FOR 2014 DODGE	3,074.10
OUTDOOR VEST CARRIER	249.99
FLEX BENEFIT PLANS	577.07
TREE REMOVAL	5,000.00
COPIER LEASE	110.45
RUGULATOR REBUILD KIT	21.00
DISPATCH PHONE	80.13

001	General Fund	21,874.39
002	Library	2,891.86
003	Recreation	3,856.14
004	Fire and Rescue	1,099.98
014	Ambulance	358.51
110	Street	5,888.08
339	560 th Avenue Paving	5,000.00
600	Water	6,882.14
610	Sewer	6,255.55
	Payroll	<u>53,529.71</u>
	Grand Total	\$107,636.36

STAFF REPORTS:

- Fire Chief – prepared draft document tor City of Kelley to receive ambulance and EMT service from Huxley
- Library Director – Due to Tri-County Times article, received \$1500 Story Walk donation
- City Administrator – working on improving audio system in Council Chambers, received letter from IDOT regarding Covid allocation – city should receive approx. \$31,000
- Councilman Mulder – verified status of salaries in budget for Public Works departments, asked that CIP worksheet and goal setting information be sent out to council members
- Councilman Roberts – asked status of janitor position
- Councilman Easter – announced that Economic Development meeting went well and discussed preliminary future ideas, future city boundaries. Asked that current TIF agreements be scheduled for a future work session
- Councilman Kuhn – suggested that live council meetings not be provided on Facebook Live, perhaps YouTube Live. Asked that council items be tracked
- Council discussed what highest salary wage increase should be for budget completion. Consensus was salaries could increase up to 6%.

ADJOURNMENT: Motion - Easter, second - Peterson to adjourn meeting at 6:47pm. 5 ayes, 0 nays. Motion carried.

WORKSESSION: Joint Council/Parks Board Meeting – rescheduled to future date TBA.

Submitted by: Jolene R. Lettow, City Clerk

HUXLEY SPECIAL CITY COUNCIL MEETING MINUTES

Tuesday, March 2, 2021

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 held a meeting on the above date pursuant to rules of the council, notice posted at City Hall and onto website. Mayor Deaton called the meeting to order at 6:00 pm.

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

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

CITY STAFF PRESENT: Rita Conner – City Administrator, Jolene Lettow – City Clerk, Jeff Peterson – Public Works Director, Gerry Stoll – Police Chief

CONSULTANTS PRESENT: Forrest Aldrich – city engineer

CONSENT AGENDA:

Motion by Kuhn, second by Easter to approve Consent Agenda as Listed with Changes to Include Chapter 133 of Iowa Code and Protest Waiver Language in Resolution No. 21-013

- a. Approve Resolution No. 21-010 Set Hearing for FY 2022 Budget
- b. Approve Resolution No. 21-011 Agreement with Veenstra & Kimm, Inc, for Sanitary Sewer Master Plan Study
- c. Approve Resolution No. 21-012 MR Properties Extension for Development
- d. Approve Resolution No. 21-013 Nobiling Subdivision Preliminary and Final Plat (Story County 2 Mile Review)

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

ADJOURNMENT: Motion - Peterson, second - Roberts to adjourn meeting at 6:20pm. 5 ayes, 0 nays. Motion carried.

Submitted by: Jolene R. Lettow, City Clerk

3-9-21 Council Claims

	A	B	C
1	VENDOR NAME	DESCRIPTION	GROSS AMOUNT
2	ADAM JABLONSKI	COACH DISCOUNT	\$ 37.50
3	AFLAC	AFLAC	\$ 216.96
4	ALISE VAN PELT	TIMEKEEPER - 12 GAMES	\$ 144.00
5	ALLIANT ENERGY	GAS AND ELECTRIC	\$ 13,326.14
6	AMANDA VANDENWYNBOOM	COACH DISCOUNT	\$ 27.50
7	AMERICAN FENCE COMPANY	GATE AND FENCE FROM STORM DAMAGE	\$ 3,681.00
8	AMY RICHARDSON	COACH DISCOUNT	\$ 37.50
9	ANDREW PRINCEHOUSE	TIMEKEEPER - 21 GAMES	\$ 252.00
10	ARNOLD MOTOR SUPPLY	WIRE & BULB	\$ 139.83
11	BEN JOHNSON	REFEREE - 24 GAMES	\$ 504.00
12	BRETT FULLER	COACH DISCOUNT	\$ 37.50
13	CHAD QUICK	REFEREE FIVE SOCCER GAMES	\$ 60.00
14	CITY OF AMES	RMS ANNUAL FEE	\$ 2,255.47
15	CITY OF ANKENY	TIER SERVICE FEE	\$ 200.00
16	COLIN MEMMER	REFEREE & TIMEKEEPER	\$ 330.00
17	COMPASS MINERALS AMERICA	COARSE ROCK SALT	\$ 3,757.34
18	CONNOR MOORE	REFEREE AND TIMEKEEPER	\$ 603.00
19	CONSUMERS ENERGY	GAS AND ELECTRIC	\$ 10,275.88
20	DACIA BUSS	REFEREE - 25 GAMES	\$ 500.00
21	DELTA DENTAL PLAN OF IOWA	DENTAL INSURANCE	\$ 1,490.22
22	EBS	MEDICAL INSURANCE	\$ 17,056.25
23	EDWARD JONES	IRA	\$ 250.00
24	ELLIOTT JOSEPHSON	BASKETBALL COACH DISCOUNT	\$ 27.50
25	FIDELITY SECURITY LIFE	VISION INS	\$ 308.80
26	HAWKINS, INC.	WATER TREATMENT CHEMICALS	\$ 2,143.65
27	HOTSY	SOAP INJECTOR & NIPPLE	\$ 43.28
28	INTERNAL REVENUE SERVICE	PAYROLL TAXES	\$ 12,022.51
29	IOWA DOT	TRASH BAGS, TOWELS, CLEANER, ETC	\$ 328.70
30	IOWA LAW ENFORCEMENT ACADE	BIAS TRAINING CLASSES	\$ 200.00
31	IOWA MUNICIPAL FINANCE OFF	ANNUAL MEMBERSHIP	\$ 50.00
32	IOWA ONE CALL	EMAIL LOCATES	\$ 19.80
33	IPERS	IPERS	\$ 16,046.79
34	JOHN BROOKS	BASKETBALL COACH DISCOUNT	\$ 27.50
35	KEMPKER'S TRUE VALUE AND R	SEE ATTACHED	\$ 415.43
36	KENT KLINGBALL	COACH DISCOUNT	\$ 37.50
37	LINCOLN FINANCIAL GROUP	LIFE & DISABILITY INSURANCE	\$ 1,261.04
38	LINDSAY GUSTAFSON	COACH DISCOUNT	\$ 37.50
39	MADISON STARLING	TIMEKEEPER - 2 GAMES	\$ 24.00
40	MARCO, INC.	PD COPIER MAINTENANCE	\$ 242.15
41	MARK JUDGE	BASKETBALL COACH DISCOUNT	\$ 37.50
42	MASS MUTUAL RETIREMENT SER	DEFERRED COMPENSATION	\$ 250.00
43	MELISSA COGDILL	COACH DISCOUNT	\$ 37.50
44	MENARDS - AMES	TOILETS, SHOVELS, WIPES, ETC.	\$ 404.00
45	MISCELLANEOUS VENDOR	UTILITY DEPOSIT REFUNDS	\$ 442.58
46	MOSQUITO CONTROL OF IOWA	MOSQUITO CONTROL 2020	\$ 11,535.00

3-9-21 Council Claims

	A	B	C
47	MUNICIPAL SUPPLY	COUPLERS, FLAGS, PAINT, ETC	\$ 439.05
48	OSCAR FROELICH	COACH DISCOUNT	\$ 37.50
49	POSTMASTER	BULK POSTAGE	\$ 447.41
50	RYAN DUNN	COACH DISCOUNT	\$ 35.00
51	SCOTT ERICKSON	COACH DISCOUNT	\$ 37.50
52	SETH TJADEN	COACH DISCOUNT	\$ 37.50
53	SIOUX SALES COMPANY	REMINGTON SHOTGUN	\$ 672.75
54	STORY COUNTY FIREFIGHTERS	2021 MEMBERSHIP	\$ 25.00
55	TASC	FLEX BENEFIT PLANS	\$ 577.07
56	TASC - CLIENT INVOICES	APRIL FLEX PLAN ADMIN FEES	\$ 69.82
57	THE CLEAN MACHINE OF IOWA,	CARPET CLEANING	\$ 1,465.00
58	TRANE U.S. INC.	SERVICE HEATING/COOLING	\$ 1,269.00
59	TREASURER, STATE OF IOWA	STATE WITHHOLDING	\$ 3,881.00
60	VEENSTRA & KIMM, INC.	ENGINEERING FEES	\$ 4,998.48
61	VERIZON WIRELESS	PUBLIC WORKS & PD CELL PHONES	\$ 493.62
62	VERIZON WIRELESS - LERT B	SUBPOENA RECORDS	\$ 50.00
63	WYNJA, PAT	COACH DISCOUNT	\$ 27.50
64	Payroll Expense		\$ 53,681.17
65	GRAND TOTAL		\$ 169,369.19
66			
67		FUND TOTALS	
68	001 GENERAL FUND	45,118.92	
69	002 LIBRARY	4,601.76	
70	003 RECREATION	7,024.47	
71	004 FIRE AND RESCUE	872.1	
72	014 AMBULANCE	1,083.18	
73	110 ROAD USE TAX	14,388.52	
74	340 Trail Paving Project	3,638.48	
75	398 DEREUCHE STORM	3,694.86	
76	600 WATER UTILITY	17,644.74	
77	610 SEWER UTILITY	17,620.99	
78	01 PAYROLL EXPENSE	53,681.17	
79	GRAND TOTAL	169,369.19	
80			
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3-9-21 Council Claims

	A	B	C
93			
94			
95	TRUE VALUE BREAK DOWN		
96	P & R	switches, 3 way switch,	\$ 20.47
97	Water	hex key, cement, coupling, furnace filter, gooseneck connector	\$ 40.67
98	Ambulance	exhuast fluid	\$ 20.98
99	PD	key chains	\$ 9.47
100	Wastewater	grain scoop, super glue, chain lube, bolts, dem bit, cold patch	\$ 113.48
101	FD	nuts & bolts, stabilizer, starter rope handle	\$ 22.90
102	Streets	exhaust fluid, propane, nuts, bolts, tubing cutter, elbow, fuses, battery, auto bulb, elec tape, tog switch, shrink tubing, car wax cleaner, microfiber cloth,	\$ 187.46
103	Total		\$ 415.43

Resolution No 21-014

A RESOLUTION TO APPROVE THE MAXIMUM PROPOSED PROPERTY TAX LEVY RATE FOR FISCAL YEAR 2022

WHEREAS, the City Council of the City of Huxley have considered the proposed FY22 city maximum property tax dollars for the affected levy total, and

WHEREAS, a notice concerning the proposed city maximum property tax dollars was published as required and posted on city web site and/or social media accounts if applicable,

WHEREAS, a public hearing concerning the proposed city maximum property tax dollars was held on February 23, 2021.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Huxley that the maximum property tax dollars for the affected tax levies for FY22 shall not exceed the following total: \$1,044,939 and total maximum levy for affected property tax levies: \$8.10

Roll Call Vote:

Aye	Nay	Absent
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Rick Peterson

Nate Easter

Tracey Roberts

Greg Mulder

David Kuhn

PASSED AND APPROVED the 9th day of March 2021.

Kevin Deaton, Mayor

Attest:

Jolene R. Lettow, City Clerk

RESOLUTION NO. 21-015

Resolution Setting the Date for the Public Hearing on the Proposed Fiscal Year 2022 Annual Budget for Fiscal Year Ending June 30, 2022

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 23, 2021 at 6:00 p.m. for the public hearing on the Proposed FY 2022 Budget and directs the City Clerk to prepare and publish notice of said hearing.

PASSED AND APPROVED this 9th day of March 2021.

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

PASSED, ADOPTED AND APPROVED this 9th day of March 2021.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 21-015** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 9th day of March 2021

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

COUNCIL COMMUNICATION

AGENDA HEADING:

Approve Amendment to Purchasing Policy

SUBMITTED BY: Rita Conner, City Administrator

SYNOPSIS:

Cities seeking reimbursement for local funds expended during the Derecho in August 2020 are required to submit materials to the Iowa Homeland Security/Emergency Management (IHS/EM) Department that demonstrate the ability to receive and manage federal funds. The Federal Emergency Management Agency (FEMA) requirements include methods of procurement, contracting with small, minority and women business owners, procurement records and awarded contracts.

At the January 12 meeting following review of the FEMA required amendments to the language, Council requested that staff review a section of the purchasing policy with City personnel policies to verify consistency.

Additional information is below and in the attachments.

FISCAL IMPACT:

There is no direct fiscal impact from approving this amendment to the purchasing policy, but the amendment is necessary to receive federal funds.

ADDITIONAL INFORMATION:

- The attached City purchasing policy, amendment language included, shows a section entitled “Procedure by Price Threshold”, containing the following language:

Less than \$5,000 principal amount

- Regular claim process

Between \$5,000 - \$25,000 principal amount; anticipated/acknowledged during the budget process

- Regular claim process

Between \$5,000 - \$25,000 principal amount; not anticipated/acknowledged during the budget process

- Approved by the City Council. The City Council will be informed of the purchase at the next regularly scheduled public meeting

Greater than \$25,000 principal amount (except during a local declared disaster)

- Request for Proposal or minimum of two (2) written/email quotations

Purchases using the Emergency Fund

- Less than \$5,000, City Clerk/Finance Officer approval and use regular claim process
- Greater than \$5,000, City Administrator approval and use regular claim process

COUNCIL COMMUNICATION

Greater than \$25,000 Request for Proposal or minimum of two (2) written/email quotations, if time does not permit soliciting proposals the City Clerk/Finance Officer will provide written justification with the claim.

This section has been compared with Section 582 in the City's Personnel Policy, below:

Purchases over \$500.00 must have approval of the employee's immediate supervisor and the City Administrator. Purchases of \$1,000.00 and over will need at least two verbal and/or written quotes. The request for these purchases must show the reason for the purchase and reveal the budget expense line item that his purchase will be charged to. Purchases over \$5,000 will need a council approval and will need three (3) written bids before purchase.

REQUESTED COUNCIL ACTION:

- Approval of the FEMA required amendments to the purchasing policy
- Determination of preferred language and thresholds for both the City's purchasing policy and the Personnel Policy sections included in this Council Communication.

PREVIOUS COUNCIL ACTION(S):

- January 12, 2021 Council review and discussion.

BOARD/COMMISSION ACTION(S): NONE

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- Submittal of the amended purchasing policy to IHS/EM

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. 21-016

RESOLUTION APPROVING AMENDMENT TO PURCHASING POLICY

WHEREAS, the City of Huxley has submitted applications to the Iowa Department of Homeland Security/Emergency Management (IDHSEM) for funding programs responding to Covid 19 and the 2020 Derecho and;

WHEREAS, IDHSEM has requested that the City of Huxley amend its current purchasing policy in order to meet requirements for the receipt of funds; and

WHEREAS, under Federal Grants the City of Huxley Purchasing Policy is amended to include:

APPLICATION

This policy applies to the procurement of all supplies, equipment, and construction and services of and for City of Huxley that include any federal program funding. In regards to any such federal programs, all procurement will be done in accordance with Title 2 Code of Federal Regulations (CFR) Grants and Agreements; Part 200. All other appropriate sections of Iowa Code and Local Code shall also apply. When federal requirements conflict with local or state requirements, the federal requirement, or most restrictive requirement will be followed.

METHODS OF PROCUREMENT

Procurement under grants shall be made by one of the following methods: (a) micro-purchase procedures; (b) small purchase procedures; (c) sealed bids (formal advertising); (d) competitive proposals; (e) noncompetitive proposals.

A. Micro-Purchase Procedures 200.320(a)

- i. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold - \$10,000 (200.67)
- ii. To the extent practicable, must distribute micro-purchases equitably among qualified suppliers
- iii. May be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (200.321)

- A. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- B. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- F. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e).

PROCUREMENT RECORDS

City of Huxley shall maintain records sufficient to detail the significant history of a procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(200.324)

(a) City of Huxley must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition.

(b) City of Huxley must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) City of Huxley's procurement procedures or operation fails to comply with the procurement standards in this Part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) City of Huxley is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this Part.

(1) City of Huxley may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) City of Huxley may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from City of Huxley that it is complying with these standards. City of Huxley must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

AWARDED CONTRACTS

A. City of Huxley will not award a contract to a party listed as debarred, suspended, or otherwise excluded in the System for Award Management (SAM). www.sam.gov (200.213)

B. Contracts awarded shall contain the applicable contract provisions described in 2 CFR 200.326 and Appendix II to Part 200.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Huxley, Iowa, as follows:

The amendment to the City of Huxley Purchasing Policy is hereby approved.

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

PASSED, ADOPTED AND APPROVED this 9th day of March 2021.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 21-018** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 9th day of March 2021

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk

CITY OF HUXLEY PURCHASING POLICY

Definitions

“Bid” refers to a complete proposal, submitted in competition, to execute specified job(s) within a prescribed time, and not exceeding a proposed amount that usually includes labor, equipment, and materials.

“Contract” refers to any written instrument or electronic document containing the elements of offer, acceptance, and consideration to which the City of Huxley is a party.

“City Council” refers to the City of Huxley City Council.

“Mayor” refers to the Mayor of the City of Huxley.

“City Clerk/Finance Officer” refers to City of Huxley or designee.

“Emergency Fund” refers to funds and emergency spending provisions in City of Huxley.

“Lease” refers to a contract conveying from an entity to City of Huxley the use of real or personal property for a designated period of time in return for payment or other valuable consideration.

“Lease-Purchase” includes, but is not limited to, an arrangement in which title of ownership transfers at or shortly after the end of the lease term.

"Proposal" refers to a price given by a vendor for the supplies, material, equipment and/or services, as described to the vendor, but is not an authorization to ship, or of purchase. Notice to public of Request for Proposal (RFP) shall follow the best communication and practice for good/service requested. (e.g., web pages, mailings within certain range, industry or organization publications, etc.)

“Purchase” is defined as the transmission of public money from City of Huxley to another entity by an act or agreement founded upon valuable consideration resulting in the acquisition of any and all supplies, material, equipment, services, or real or personal property for the benefit of City of Huxley, and includes any and all articles and supplies which shall be furnished to or used by City of Huxley, including any and all printing, periodicals, stationery and the rental, repair and maintenance of equipment and machinery, hardware, software, or intellectual property.

“Quotation” refers to an expected, stated price for goods or services given by a vendor, but is not an authorization to ship or of purchase.

General

The City of Huxley shall conduct all purchasing transactions in full compliance with Federal and State laws and any applicable Federal and State standards. All purchasing transactions, either negotiated or competitively bid, and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition.

Procedures shall be clear and consistent, and maximize the efficiency of payment of purchases.

APPLICATION

This policy shall apply to the procurement of all supplies, equipment, and construction and services of and for City of Huxley that include any federal program funding. In regard to any such federal programs, all procurement will be done in accordance with Title 2 Code of Federal Regulations (CFR) Grants and Agreements; Part 200. All other appropriate sections of Iowa Code and Local Code shall also apply. When federal requirements conflict with local or state requirements, the federal requirement, or most restrictive requirement will be followed.

Local Purchases

Pursuant to *Code of Iowa* §23A.3 City of Huxley shall first consider using locally-owned businesses within the City of Huxley if cost and other considerations are relatively equal. However, City of Huxley reserves the right to purchase items outside of City of Huxley if products or services needed are not readily available in City of Huxley, or if a product or service can be purchased outside City of Huxley at a considerable cost savings. Cost savings may include calculating costs to the City of Huxley of operating, maintaining or upgrading the purchase over its expected useful or contractual life.

Sole-Source Purchasing (Non-Competitive)

All purchasing transactions shall be conducted in a matter so as to provide, to the maximum extent practical, competition. However, if open and free competition is not used, sole-source justification shall be provided with the purchase. The justification shall include a description of why it was necessary to purchase non-competitively, such as lack of legitimate competitors, time constraints, or other pertinent information.

Competitive Bids

Public notice calling for the submission of bids shall follow the relevant provisions of the *Code of Iowa* and the *Iowa Administrative Code*. City of Huxley reserves the right to reject bids or make counter offers.

Procedure by Price Threshold (unless otherwise established by the *Code of Iowa*)

Thresholds for Purchase

- Less than \$5,000 principal amount
 - Regular claim process
- Between \$5,000 - \$25,000 principal amount; anticipated/acknowledged during the budget process
 - Regular claim process
- Between \$5,000 - \$25,000 principal amount; not anticipated/acknowledged during the budget process
 - Approved by the City Council. The City Council will be informed of the purchase at the next regularly scheduled public meeting
- Greater than \$25,000 principal amount (except during a local declared disaster)
 - Request for Proposal or minimum of two (2) written/email quotations
- Purchases using the Emergency Fund
 - Less than \$5,000, City Clerk/Finance Officer approval and use regular claim process
 - Greater than \$5,000, City Administrator approval and use regular claim process

- Greater than \$25,000 Request for Proposal or minimum of two (2) written/email quotations, if time does not permit soliciting proposals the City Clerk/Finance Officer will provide written justification with the claim.

Thresholds for Lease or Lease-Purchase Contract Requirements

- Principal amount less than \$25,000 for real or personal property
 - New – City Clerk/Finance Officer approval and place on City Council agenda next meeting as an additional item
 - Recurring – place on City Council agenda as a consent agenda item
- Principal amount between \$25,000 - \$600,000 for real or personal property
 - Place on City Council agenda as a public hearing and
 - ✓ Publish Public Notice of proposed action including statement of purpose and amount
 - ✓ Follow Public Notice publication deadlines as defined by *Code of Iowa* §331.305: published no less than 4 days, no more than 20 days prior to public hearing
 - ✓ Ensure the Public Notice meets the requirements of *Code of Iowa* §618.14

The preparation and timely legal publication of public notices are the responsibility of City of Huxley.

Contract Purchases

Contract purchases, including recurring contracts, shall be approved and entered into by the City Clerk/Finance Officer. The City Clerk/Finance Officer is responsible for developing and managing City of Huxley contracts, and finalizing the specifications and standards expected from the vendor. These standards should be such that the contract performance can be measured. A new contract for a good or a service should be reviewed by the City of Huxley legal advisor. A recurring contract should be reviewed by the City of Huxley legal advisor if any changes occur. An officer or employee of the City of Huxley shall not have an interest, direct or indirect, in a City of Huxley contract applying the principals of conflict of interest as defined in *Code of Iowa* §331.342.

Process

For purchases made on the City of Huxley account, upon receipt of shipment the City Clerk/Finance Officer shall examine the shipping document/invoice and ensure that all items have been received and are not damaged. Correction of discrepancies or replacement of damaged items is the responsibility of the City Clerk/Finance Officer.

If the invoice amount is different than the quotation/bid received, it is up to the City Clerk/Finance Officer to investigate and determine if the billed price is correct and appropriate.

Once shipment has been verified, the invoice and accompanying documentation shall be attached to a claim form, signed by the applicable City Clerk/Finance Officer, and submitted to the County Auditor for payment.

Bids for contracts shall be opened at a public meeting.

Emergency Purchases

Emergency purchases may be made by the City Clerk/Finance Officer following verbal approval of the Mayor, if said purchase falls within the limits of this Policy. What constitutes an emergency is at the discretion of the Mayor.

Exemptions

The following items shall be exempted from the Purchasing Policy. This list is not necessarily all inclusive and shall be amended as necessary.

- Wages
- Employee Benefits
- Rent – Buildings and Land
- Judgments, Damages and Settlements
- Debt/Lease payments

Claims Processing Procedures

All claims must be for reasonable and necessary items which meet the requirements of public purpose. The public purpose shall be documented on the claim if not readily apparent.

The Auditor's claims procedures are as follows:

Timetable

- For each fiscal year, the Auditor's office shall define a bi-weekly payment schedule
- Claims shall be submitted by the deadlines defined in the bi-weekly payment schedule
 - Claims are due by 3:00 pm on the due date
 - Any late fees incurred for tardy submissions are the responsibility of the submitting department
- Every claim will be file-stamped as received

Process

- Every claim shall be signed by the City Clerk/Finance Officer.
- Employee claims for reimbursement must be signed by the employee and the City Clerk/Finance Officer.
- Detailed invoices shall be attached to each claim
- The code/line item shall be verified for correctness by the Auditor's office using the Uniform Chart of Accounts for Iowa County Governments
- All purchases will be compared and verified against the approved budget
- The Auditor's office will remove taxes, check for duplication, verify remit-to address, verify compliance with policies, and discuss any necessary changes with the submitting department
- Claims/payments that contain confidential HIPPA information shall be returned to City of Huxley once entered for payment
- Purchases and/or agreements that extend beyond one fiscal year require City Council's approval
- If there is a disputed charge, prior to submission of the claim, City of Huxley is responsible for contacting the vendor to verify the situation. This includes credit card purchases. If the dispute results in late fees or other collection situations, City of Huxley shall be responsible for resolution and payments (if any)

Non-conforming submissions

- Claims not conforming to this Purchasing Policy shall be questioned and discussed with the City Clerk/Finance Officer for resolution. If the non-conforming claim is not modified to the satisfaction of the Auditor, it will be submitted to the City Clerk/Finance Officer for approval prior to payment
- Any non-conforming claim may be selected for further inquiry as part of the City of Huxley annual audit

Thresholds for Physical Inventory and Capital Assets

- If an item exceeds \$500.00, an inventory card shall be created for addition to the inventory list

- If an item exceeds \$5,000.00, it shall be added to the capital asset list and depreciated, and an inventory card shall be created for addition to the inventory list

Guidance For Purchases Using Grant Funds

As a recipient and sub-recipient of State and Federal grant dollars, the City of Huxley shall follow all applicable State procurement requirements. All procurement will be done in accordance 2 CFR, Part 200 Subpart D, section 200.318 through section 200.326 including Appendix II.

METHODS OF PROCUREMENT

Procurement under grants shall be made by one of the following methods: (a) micro-purchase procedures; (b) small purchase procedures; (c) sealed bids (formal advertising); (d) competitive proposals; (e) noncompetitive proposals.

Micro-Purchase Procedures

- i. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold - \$10,000 (200.67)
- ii. To the extent practicable, must distribute micro-purchases equitably among qualified suppliers
- iii. May be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable

Small purchase procedures are relatively simple and informal procurement methods that are sound and appropriate for the procurement of services, supplies, or other property, costing in aggregate not more than \$100,000. If small purchase procedures are used for a procurement under a grant, price or rate quotations shall be obtained from an adequate number of qualified sources.

In **sealed bids** (formal advertising), sealed bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all of the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction.

- In order for formal advertising to be feasible, appropriate conditions must be present, including, at a minimum, the following:
 - A complete, adequate and realistic specification or purchase description is available.
 - Two or more responsible bidders are willing and able to compete effectively for City of Huxley business; and
 - The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally on the basis of price.
- When sealed bids are used for a procurement under a grant, the following requirements apply:
 - A sufficient time prior to the date set for opening of bids, bids shall be solicited (publicly advertised) from an adequate number of known suppliers.

- The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation for bids.
- All bids shall be opened publicly at the time and place stated in the invitation for bids.
- A firm-fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of City of Huxley indicates that such discounts are generally taken.
- Any or all bids may be rejected if there are sound documented business reasons in the best interest of the program.

Procurement by **competitive proposals** is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursable type contract is awarded, as appropriate. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids. If the competitive proposals method is used for a procurement under a grant, the following requirements apply:

- Requests for Proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical.
- Requests for Proposals shall be solicited from an adequate number of qualified sources.
- City of Huxley shall have a method for conducting evaluations of the proposals received and for selecting awardees.
- Awards will be made to the responsible offeror whose proposal will be most advantageous to the procuring party, with price (other than architectural/engineering) and other factors considered. Unsuccessful offerors will be promptly notified in writing.
- City of Huxley may use competitive proposal procedures for qualification-based procurement of architectural/engineering (A/E) professional services whereby competitor's qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in the procurement of A/E professional services. It cannot be used to procure other types of services (e.g., administration professional services) even though A/E firms are a potential source to perform the proposed effort.

Noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation from a number of sources, competition is determined inadequate. Noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids (formal advertising), or competitive proposals. Circumstances under which a contract may be awarded by noncompetitive proposals are limited to the following:

- The item is available from only a single source;
- After solicitation of a number of sources, competition is determined inadequate;

- A public exigency or emergency exists when the urgency for the requirement will not permit a delay incident to competitive solicitation; and
- The awarding agency authorizes noncompetitive proposals. (Sole source procurement for supplies, equipment, construction, and services valued at \$25,000 or more must have prior approval of the awarding agency.)
- City of Huxley will provide, to the greatest extent possible, that contracts be awarded to qualified small and minority firms, women business enterprises, and labor surplus area firms whenever they are potential sources.

Any other method of procurement must have prior approval of the awarding agency.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (200.321)

- A. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- B. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- F. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e).

CONTRACT PRICING

The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.

City of Huxley shall perform some form of cost/price analysis for every procurement action, including modifications, amendments or change orders.

PROCUREMENT RECORDS

State or Federal grant monies which flow through City of Huxley accounts shall have unique, identifiable accounting codes established by the City Clerk/Finance Officer’s office.

Receipt of property purchased with grant monies shall be used for the purpose intended. City of Huxley will be held accountable for the equipment. The City of Huxley shall have a control system in effect to ensure adequate safeguards to prevent loss, damage, or theft of the property. The recipient shall be responsible for proper maintenance and maintain appropriate inventory tracking to assist with financial reporting. Property purchased with State or Federal grant dollars will be subject to physical inventory verification conducted annually by the Auditor’s office.

City of Huxley shall maintain records sufficient to detail the significant history of a procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(200.324)

(a) City of Huxley must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition.

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(1) City of Huxley's procurement procedures or operation fails to comply with the procurement standards in this Part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) City of Huxley is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this Part.

(1) City of Huxley may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) City of Huxley may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from City of Huxley that it is complying with these standards. City of Huxley must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

AWARDED CONTRACTS

- A. City of Huxley will not award a contract to a party listed as debarred, suspended, or otherwise excluded in the System for Award Management (SAM). www.sam.gov (200.213)
- B. Contracts awarded shall contain the applicable contract provisions described in 2 CFR 200.326 and Appendix II to Part 200.

Effective Date

This policy shall be effective upon adoption; it replaces any and all previous versions of the City of Huxley Purchasing Policy.

COUNCIL COMMUNICATION

AGENDA HEADING:

Approve Service Agreement with Trane Technologies for 3Cs/Safe Room

SUBMITTED BY: Rita Conner - City Administrator; Jolene Lettow - City Clerk/Finance Officer

SYNOPSIS:

Agreement for HVAC services will include parts and labor for equipment repairs and annual planned maintenance.

Additional information is below and in the attachments.

FISCAL IMPACT:

Amount: \$ 33,500 Annual Cost

Funding Source: City of Huxley: Org and Fund code to be provided by the City Clerk/Finance Officer

ADDITIONAL INFORMATION:

- Parks & Recreation Director and City Clerk/Finance Officer have met with several companies over the last 8 months and conducted extensive evaluations of the building's systems
- Staff is recommending the addition of a Building Performance Optional Add cost of \$2,219 for each year of the agreement. Trane professionals will conduct annual evaluations of the 3C's and Safe Room buildings and provide suggestions to determine long term operational needs as the buildings and HVAC systems age
- Trane Technologies is the original manufacturer of the equipment and was recommended by the City's insurance company to evaluate the system following DeRecho damage to the 3C's building's rooftop units
- Other bids for these items are included in Council packet materials

PREVIOUS COUNCIL ACTION(S):

- None

RECOMMENDATION: APPROVAL

BOARD/COMMISSION ACTION(S): NONE

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

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. 21-017

RESOLUTION APPROVING BUILDING SYSTEM SERVICES CONTRACT WITH TRANE U.S. INC.

WHEREAS, the City of Huxley owns and operates the 3C's and Safe Room buildings, and

WHEREAS, the environmental system is a key element of the facilities and which requires personnel with expertise and knowledge to maintain the systems, and

WHEREAS Trane U.S. Inc. will work with the City to maintain the system and has demonstrated the knowledge and expertise believed necessary.

BE IT RESOLVED, THEREFORE, that the City Council of Huxley, Iowa does hereby approve the contract, as provided, and authorizes the mayor to sign.

PASSED, ADOPTED AND APPROVED this 9th day of March 2021

ROLL CALL:

	Aye	Nay	Absent/Abstain
Nate Easter	_____	_____	_____
Rick Peterson	_____	_____	_____
Greg Mulder	_____	_____	_____
Dave Kuhn	_____	_____	_____
Tracey Roberts	_____	_____	_____

APPROVAL BY MAYOR

I hereby approve Resolution No. 17-021 by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 9th day of March 2021.

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk



SELECT SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
2220 NW 108th Street
CLIVE, IA 50325

Company Name

City of Huxley
515 N Main Avenue
Huxley, IA 50124

Trane Representative

Travis Harris
Cell: (515) 360-7214
Office: (515) 270-0004

Site Address:

City of Huxley
515 N Main Avenue
Huxley, IA 50124

Proposal ID

2983389

Service Contract Number**Contact Telephone Number for
Service**

(515) 270-0004

January 12, 2021



EXECUTIVE SUMMARY

This **Select Service Agreement** includes parts and labor coverage for HVAC equipment repairs under the umbrella of an annual planned maintenance contract. It is the easiest, most affordable and most reassuring way to ensure your HVAC equipment is continuously operating at peak performance levels.

Under this service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. Plus, the added repair coverage helps you minimize unplanned downtime and avoid unexpected expenses.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being cared for according to OEM best practices for both frequency and procedures
- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP O&M Guide 2010*)

FOCUSED ON BETTER BUILDINGS

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

ENVIRONMENTAL PRACTICES

Trane procedures for handling refrigerant are compliant with federal and state regulations.

CONSISTENT PROCESSES

All Trane technicians follow documented processes ensuring uniform service delivery.

SAFETY

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

ASSIGNED TEAM

You will have a consistent group of Trane employees dedicated to your account.

ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.



SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

TRANE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls



Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee



REPAIR COVERAGE FOR SELECTED COMPONENTS

Repair Coverage pre-authorizes Trane to repair selected system components. Costs for parts and labor (performed during normal Trane business hours) are included within the coverage of the annual maintenance contract. The scope of this coverage is specified later in this agreement.

Advantages:

- Minimize unplanned downtime by giving Trane the authority to take care of repairs proactively
- Make repairs a budget item, not an unexpected expense
- Maintain optimal system performance

Implementation:

- Collaborative selection of covered systems and components
- Repair or replacement of failed or worn components
- Separate invoicing for overtime and after-hours labor





REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.*** This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.



Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has **all** their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs



TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Advantages:

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year

COOLING CONTINGENCY PLANNING

Cooling Contingency Planning anticipates high-risk or unusual situations, and develops strategies for responding to emergencies. With multiple equipment rental depots and numerous warehouse sites strategically located across North America, Trane response time is among the fastest (and most comprehensive) in the industry.

Advantages:

- Mitigate risks with thorough advance planning
- Shorten the duration of downtime with immediate access to temporary equipment
- Alleviate negative consequences: productivity losses, fines, inventory spoilage, lost business

Implementation:

- Trane account managers and/or technicians assist in the development of the customized contingency plan:
 - Equipment planning for temporary air conditioning and portable auxiliary power units
 - Recommendations for facility modifications to prepare for temporary cooling
- Contingency plan kept on file at your facility and at Trane





HVAC EQUIPMENT COVERAGE

3C's Recreation Center

Equipment Include in Select Agreement

Equipment	Qty	Manufacturer	Model Number	Asset Tag
RTU	1	Trane	WCD0240B3GFA	East Gym Unit
RTU	1	Trane	WCD0240B3GFA	West Gym Unit
RTU	1	Trane	WCD0240B3GFA	Library Unit
Water Heater	1	Rheem/Rudd	NA	Weight Room
Unit Heater	1	TPI Corp	NA	Weight Room
Unit Heater	1	NA	NA	
Unit Heater	1	NA	NA	North Entry
Unit Heater	1	TPI Corp	F2F5105N	COP Garage
Geothermal Loop Pump	1	Armstrong	3X2.5X10-4030	Weight Room
Geothermal Loop Pump	1	Armstrong	3X2.5X10-4030	Weight Room
Domestic Recirc Pump	1	Grundfos	52722322	Weight Room
Exhaust Fan	1	Centrimaster	PV165	Upper Roof
Exhaust Fan	1	Centrimaster	PV085E4	Lower Roof
Exhaust Fan	1	NA	NA	Weight Room
Exhaust Fan	1	NA	NA	Elevator Closet
Heat Pump	1	Trane	GEHA04831F0220LRC	Mayor's Office
Heat Pump	1	Trane	GEHA03031F0220LRC	Chamber Hallway
Heat Pump	1	Trane	GEHA04231F0220LRC	Drinking Fountain
Heat Pump	1	Trane	GEHA06031F0220LRC	Chief's Office
Heat Pump	1	Trane		Concession Closet
Heat Pump	1	Trane	GEHA06031F0220LRC	Hallway to School
Heat Pump	1	Trane	GEHA06031F0220LRC	Upper Level Track
Heat Pump	1	Trane	GEHA04231F0220LRC	Restroom Closet

Equipment Included in Scheduled Service Agreement (Not Included In Select Agreement)

Equipment	Qty
Tracer SC Controller	1
USB Lon Interface	1
Legacy Communication Bridge	1
MP581 HP Loop Controller	1
HP and RTU Controllers	
Heat Pump	1

Description Term

Quantity Per

Cooling Inspection (includes filter changes) – Annually
Heating Inspection (includes filter changes) – Annually
Quarterly Filter Change – Bi Annually
Building Automation System Inspection – Bi Annually
**Optional – Building Performance Inspection– Annually (Remote – See Optional Add)



City of Huxley Safe Room

Equipment	Qty	Manufacturer	Model Number	Asset Tag
ERV	1	Renewaire	NA	Mechanical Room
Unit Heater	1	Reznor	EHCAK3E	Vesitbule
Glycol Make-Up Pump	1	Wessels	GMP-18	Mechanical Room
Heat Pump	4	Envision	TTV-072	Mechanical Room
Heat Pump	1	Envision	TTV-049	Mechanical Room
Pump	2	Taco	NA	Mechanical Room
VFD	2	Square D	NA	Mechanical Room

Description

Cooling Inspection— Annually
Heating Inspection – Annually
Quarterly Filter Change— Bi Annually

3C's Building:

RTU Cooling Inspection (April):

- Provide visual inspection looking for any deficiencies.
- Verify operation of compressor crank case heaters.
- Inspect condenser fan blades.
- Inspect blower coil and clean if necessary.
- Grease bearings as needed.
- Clean condensate pans and verify trap is clean and drains.
- Verify operation of condenser fan and blower motors.
- Tighten belt and inspect belt and sheaves for wear.
- Replace belts if necessary.
- Check for loose electrical connections and tighten as needed.
- Leak check accessible refrigerant circuits.
- Provide and replace air filters.
- Record amp draw.
- Log in cooling mode.
- Review maintenance procedures with building owner or owner's representative and make recommendations for additional service or repairs, if required.

RTU Heating Inspection (October):

- Provide visual inspection looking for any deficiencies.
- Verify operation of compressor crank case heaters.
- Inspect condenser fan blades.
- Inspect blower coil and clean if necessary.
- Grease bearings as needed.
- Clean condensate pans and verify trap is clean and drains.
- Verify operation of condenser fan and blower motors.
- Tighten belt and inspect belt and sheaves for wear.
- Replace belts if necessary.
- Check for loose electrical connections and tighten as needed.



- Leak check accessible refrigerant circuits.
- Provide and replace air filters.
- Record amp draw.
- Log in heating mode.
- Review maintenance procedures with building owner or owner's representative and make recommendations for additional service or repairs, if required.

RTU Quarterly Filter Change (January & July):

- Provide and replace filters.

Water Heater Inspection (April & October):

- Shut down and lock out hot water heater.
- Drain tank.
- Fill tank and check operation, recording amp draw.

Unit Heater Inspection (April & October):

- Check for cleanliness, blow out if needed.
- Check fan operation.
- Check heater operation.

Geothermal Loop Pump Inspection (April & October):

- Check motor mounting.
- Visually check pump alignment and coupling.
- Visually inspect mechanical seals and pump packings.
- Inspect electrical connections, contactors and wiring.
- Check suction and discharge pressure and inspect strainer if plugging is indicated.
- Check motor amperage.
- Lubricate pump and motor bearings.

Domestic Recir Pump Inspection (April & October):

- Check pump operation.
- Visually inspect for leaks.

Exhaust Fan Inspection (April & October):

- Check motor amp draw and record.
- Inspect belts and tighten as necessary. Replace belts as applicable.
- Grease or lubricate motor or bearings as applicable.

Heat Pump Cooling Inspection (April):

- Change air filters.
- Check blower for cleanliness.
- Check for error codes.
- Inspect condensate traps for obstructions. Clean and clear if necessary.
- Check strainers.
- Inspect coil for cleanliness.
- Start in cooling mode and log operation.

Heat Pump Heating Inspection (October):

- Change air filters.
- Check blower for cleanliness.
- Check for error codes.
- Inspect condensate traps for obstructions. Clean and clear if necessary.
- Check strainers.



- Inspect coil for cleanliness.
- Start in heating mode and log operation.

Heat Pumps Filter Change (January & July):

- Provide and replace filters.

Building Automation Inspection: 2x/year on site (April & October) and up to 8 hours of remote support:

SYSTEM ANALYSIS AND REVIEW

Trane will review the building automation system to minimize software problems identify and correct programming errors, failed points, points in alarm and points that have been overridden. Software optimization improves system efficiency, assures compliance to specified conditions, and reduces the risk of costly and disruptive system problems. Regularly scheduled on-site visits by Trane technicians also provide the opportunity to meet with on-site operators, review the system and address any questions or concerns they may have.

CONTROL LOOP TUNING

Loop Tuning assures the system is operating at peak performance for the upcoming season. Operators may make manual changes during the heating or cooling season to accommodate current comfort requirements. During Control Loop Tuning, any changes that were made in previous months are reviewed and adjusted to accommodate changing seasonal conditions. The operation of mechanical loop components is verified, as well.

SEQUENCE OF OPERATION VERIFICATION

Sequence of Operation Verification assures the system is operating as intended. During this assessment, unreleased manual overrides are discovered, scheduling discrepancies are corrected, and appropriate set point values are evaluated.

TRACER DATABASE BACKUP

Throughout the year, changes are continuously being made to the database in response to energy efficiency, occupant comfort or operator interface issues. Trane maintains current and archived backups of all vital Tracer databases to expedite system recovery and restoration to the last known set-up following a catastrophic event.

SOFTWARE SERVICE PACK UPDATES

The latest service pack updates will be downloaded and installed to the existing software version when available. This assures the software is always up to date with the current versions that enhance usability and functionality.

OPERATOR COACHING AND REMOTE SUPPORT

During regularly scheduled visits, Trane technicians will work with on-site operators to develop their skills and proficiencies to help ensure they fully understand how to effectively use the system. As the need arises, on-site operators can contact our Intelligent Services team to provide technical support and answer questions regarding operation of their temperature control system.

For Remote Support, call 800-798-0004, Primary Contact: Cindy Gross at Extension 4516

SOFTWARE UPGRADES

New software versions and enhancements are periodically released and installed by Trane technicians to improve building operation and extend the life of the building automation system and controls. Software upgrade may require a workstation hardware upgrade.



OPERATOR TRAINING

On-the-job training by Trane controls technicians will be provided to teach in-house operators how to utilize system technologies to their full potential. New operator training will be provided to help any new staff members quickly gain competence in the system's functionality. Training schedules and topics will be customized based on current staff needs.

***OPTIONAL ADD: Building Performance – 1x a year:**

Building performance unleashes the power of building data to uncover hidden opportunities for improvement. A system-wide initial assessment reveals the status of your building today. Using the collected data, Trane building professionals provide recommendations for improvements that are targeted to your budget and business goals. Continued efficient performance and additional gains are ensured through ongoing analysis.

Advantages:

- Identify when HVAC systems or subsystems are operating inefficiently through system-wide assessments
- Optimize HVAC equipment runtime (reducing wear and tear and sustaining efficiency gains) based on the continuous, automated system analytics
- Reduce operational costs and energy consumption by implementing the service actions suggested by Trane building professionals
- See energy and operational savings progress using the periodic reports provided by Trane.

Implementation:

- Initial system-wide assessment
- Continuous analysis by automated system analytics
- Interpretation by technical specialists
- Results-oriented, value-based actionable recommendations
- Ongoing reporting, tracking energy and operational savings
- Once per year performance reporting as stated in the Agreement

Safe Room:

ERV Cooling Inspection (April)

- Provide and replace air filters.
- Blow out ERV core.
- Check ERV function.

ERV Heating Inspection (October)

- Provide and replace air filters.
- Blow out ERV core.
- Check ERV function.

ERV Filter Change (January & July)

- Provide and replace filters.

Reznor Unit Heater Inspection (April & October):

- Check unit operation.
- Record amp draw.



Glycol Make Up Pump Inspection (April & October):

- Check glycol level.
- Check control settings
- Confirm pump operation

Note: Glycol, if needed, is not included

Heat Pump Cooling Inspection (April):

- Change air filters.
- Check blower for cleanliness
- Check for error codes.
- Inspect condensate traps for obstructions. Clean and clear if necessary.
- Inspect coil for cleanliness.
- Check strainers.
- Start in cooling mode and log operation.

Heat Pump Heating Inspection (October):

- Change air filters.
- Check blower for cleanliness
- Check for error codes.
- Inspect condensate traps for obstructions. Clean and clear if necessary.
- Inspect coil for cleanliness.
- Check strainers.
- Start in heating mode and log operation.

Heat Pump Filter Change (January & July):

- Provide and replace filters.

Taco Pump Inspection (April & October):

- Check motor mounting.
- Visually check pump alignment and coupling.
- Visually inspect for leaks.
- Inspect electrical connections, contactors and wiring.
- Check suction and discharge pressure and inspect strainer if plugging is indicated.
- Check motor amperage.
- Lubricate pump and motor bearings.

VFD Inspection (April & October):

- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Check cooling fan operation.
- Visually inspect panel for loose or damaged parts or wiring. Also check for any accumulation of dirt and/or moisture and blow out as needed.
- Check for system diagnostics.
- Verify proper operation of the unit.



changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

COVID-19 National Emergency Clause

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE

TRANE ACCEPTANCE

Trane U.S. Inc.

Authorized Representative

Submitted By: Travis Harris

Printed Name

Proposal Date: January 12, 2021

Cell: (515) 360-7214

Office: (515) 270-0004

Title

Authorized Representative

Purchase Order

Title



Acceptance Date _____

Signature Date _____

TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc..

1. **Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. **Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. **Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. **Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. **Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. **Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. **Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping; hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water



treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Trane. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. COVID-19 LIMITATION ON LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.



15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company.

Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Company by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0720)
Supersedes 1-26.130-7 (0919)



APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training



ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units. We have a national contract with a qualified supplier to recycle or dispose of used oil appropriately.



PRICING AND ACCEPTANCE

Jolene Lettow

City of Huxley
515 N Main Avenue
Huxley, IA 50124

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Select Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Quarterly Payment USD	Payment Term
Year 1	\$33,500.00	\$8,375.00	Quarterly
Year 2	\$33,500.00	\$8,375.00	Quarterly
Year 3	\$33,500.00	\$8,375.00	Quarterly

OPTIONAL ADD: Building Performance Pricing: Please indicate by circling if you would like to add this.

Contract Year	Annual Amount USD	Quarterly Payment USD	Payment Term
Year 1	\$2,219.00	\$554.75	Quarterly
Year 2	\$2,219.00	\$554.75	Quarterly
Year 3	\$2,219.00	\$554.75	Quarterly

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 3 year, beginning **February 1, 2021**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on **January 31, 2024**, this Agreement shall not renew until updated pricing has been provided to the customer, and the customer approves for moving forward with the renewal. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 2220 NW 108th Street CLIVE, IA 50325.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on



CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems

City of Huxley



5636 NE 17th St. • Des Moines, IA 50313 • (515) 288-1450 • Fax (515) 288-4121

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

SUBJ: Service Rates

Dear Jolene Lettow

We are pleased to offer Service Rates for work at Titan Tire Des Moines Iowa. Please note the following:

HVAC/Plumbing

	<u>JOURNEYMAN</u>
Hourly Straight Time:	\$ 98.00
Hourly Time & ½	\$ 147.00
Hourly Double Time	\$ 196.00

Straight Time rates are applicable Monday – Friday, 7:00 am to 3:30 pm
Time & ½ rates are applicable Monday – Friday, 3:30 pm to 7:00 am, and Saturday
Double Time rates are applicable Sundays and Holiday.

Trip Charge \$20.00

Terms are net 30 days.

Sincerely,

John Morrissey
Sales

John Rounds
President



Services

Excel Mechanical Co., Inc. is a mechanical contractor that can meet all requirements noted in your scope of work. This includes staff experience, proper insurance coverage, material inventory, warranty requirements and response time.

Outlined below is some informational background regarding our firm for your review.

Company Description:

Excel Mechanical Co., Inc. is a full service mechanical contractor based in Des Moines that has been in business since 1993. We offer qualified service in all areas of the installation and service of HVAC, refrigeration and plumbing as well as design/build services. Our phones are answered 24 hours a day, with service technicians on call during off hours. We have a wide range of commercial customers in the industrial, medical, office, retail, government and education sectors. Excel Mechanical is a licensed, fully insured contractor with an excellent reputation for quality work and long-term dedicated employees.

Areas of Expertise:

- | | |
|--|---|
| ▪ Plumbing Service | ▪ Grease/Sand Interceptors |
| ▪ HVAC equipment service/repair | ▪ food service equipment service/repair |
| ▪ HVAC equipment scheduled maintenance | ▪ plumbing piping |
| ▪ HVAC/refrigeration piping | ▪ installation/repair plumbing fixtures |
| ▪ controls/building automation systems | ▪ certified backflow testing |

Employees:

We currently employ 84 people with 50 service trucks. Our service technicians are highly skilled members of Plumbers & Steamfitters Local Union #33. Personnel turn-over at Excel Mechanical is extremely low. We have many long-term employees who are not only experienced, but committed to the reputation of Excel Mechanical. They provide top-notch quality service in their areas of expertise and take pride in their work.

Safety:

At Excel Mechanical job safety is a top priority. Our goal is to maintain at all times, a safe working environment for our employees. To ensure that, we are enrolled in a safety strategies program with our insurance company. We also occasionally bring in outside suppliers to have them demonstrate new safety equipment. Our safety meetings are mandatory attendance and are conducted on a monthly basis.

Quality Control:

A commitment to quality by Excel Mechanical has enabled us to continue to provide service to many longtime customers and to successfully complete construction projects. Effective information flow, scheduling, supervision, use of resources and communication are key in ensuring our quality control.

The selection of a contractor for any project, large or small, is based on reputation, quality of work, experience of personnel and the ability to be complete a service call or project in a timely manner. At Excel Mechanical our goal is to always provide a high level of service to each of our customers who have selected us. We thank you for your consideration of us as the HVAC and plumbing services provider for the City Of Huxley

iWave AIR PURIFIERS



PATHOGEN TEST RESULTS

All tests were run using proprietary NPBI™ technology.

SARS-CoV-2 (Covid-19)

TIME IN
CHAMBER

30 MINUTES

RATE OF
REDUCTION

99.4%

INNOVATIVE
BIoANALYSIS

This test was run using the iWave-C (GPS-DM48-AC) in a test designed to mimic ionization conditions like that of a commercial aircraft's fuselage.

Based on viral titrations, it was determined that at 10 minutes, 84.2% of the virus was inactivated. At 15 minutes, 92.6% of the virus was inactivated, and at 30 minutes, 99.4% of the virus was inactivated.

Human Coronavirus 229E

TIME IN
CHAMBER

60 MINUTES

RATE OF
REDUCTION

90%

ALG
ANALYTICAL
LAB GROUP

This test was run in a test chamber in a lab setting with the Nu-Calgon iWave-R Air Purifier P/N 4900-20.

A petri dish containing a pathogen is placed underneath a laboratory hood, then monitored to assess the pathogen's reactivity to Needle Point Bi-polar Ionization (NPBI) over time. This controlled environment allows for comparison across different types of pathogens.

iWave's Needle Point Bi-polar Ionization (NPBI) technology is used in a wide range of applications across diverse environmental conditions. Since locations will vary, clients should evaluate their individual application and environmental conditions when making an assessment regarding the technology's potential benefits.

 **Nu-Calgon**

NO MAINTENANCE AIR PURIFIER FOR RESIDENTIAL/COMMERCIAL A/C SYSTEMS

- World's first patented self-cleaning design
- Needle point ionization actively treats air in homes and buildings
- Duct-mount install for systems up to 12 tons (4800 CFM) - multiple units can be installed on larger systems
- Includes waterproof housing for installation indoors or outdoors
- Patented universal voltage input -24VAC-240VAC
- Kills mold, bacteria and viruses
- Reduces allergens, odors, smoke, static electricity and other airborne particles
- Keeps coil cleaner
- Programmable cleaning cycle with digital display
- Integral alarm contact for remote monitoring
- UL and cUL approved
- Three-year limited warranty*

Description

iWave-C is a self-cleaning, bi-polar ionization generator for actively treating a building's air quality that does not require replacement parts in a year or two like competing UV lights or other ionizer technologies. In addition, the iWave-C produces and maintains unparalleled ionization output and capabilities. As the air flows past the iWave-C, the device emits positive and negative ions, creating a plasma region that actively purifies the supply air, killing mold, bacteria and viruses in the coil and living space. The ionization process also reduces allergens, smoke and static electricity, as well as controlling odors (cooking, pet, VOCs) and other particles (no more sunbeams) in the air without creating ozone or any harmful byproducts.

Application

Although suitable for residential applications, the original iWave-C is specially designed for light commercial systems up to 12 tons (4800 CFM) with no maintenance or replacement parts needed. iWave-C can be easily duct-mounted indoors or outdoors, depending on the application. iWave-C always works at peak performance, producing over 200 millions ions/cc per polarity (400 million total ions/cc), making it superior to other market approaches. Special features include a programmable self-cleaning cycle, waterproof housing, digital display (for on-site visual monitoring) and integral alarm contact (for remote monitoring). In the event the ion emitters become damaged, they can be replaced on the iWave-C model.

Indoor Air Quality

iWave®-C Commercial Air Cleaner



Packaging

1 each 4900-10

Specifications

Input Voltage:	24VAC to 240VAC
Power (VA):	12 VA
Frequency:	50/60 HZ
System Size:	Up to 12 tons (4800 CFM)*
Ion Output:	200 millions ions/cc per polarity (400 million total ions/cc)
Dimensions:	4" W x 7" H x 7" L
Weight:	3 lbs.
Electrical Approvals:	UL and cUL approved
Service Temp. Range:	-40°F to 160°F
Waterproof Rating	NEMA 4X

*For systems beyond 12 tons, multiple iWave-Cs can be used. Install a minimum of two feet apart for maximum ion output.

iWave-C Installation Instructions

1. Turn power off to the unit.
2. Install in the duct, preferably the prefilter and cooling coil so as to treat the coil and living space. However, the iWave-C can be installed farther down on the supply air duct. The weatherproof housing allows to be mounted indoor or outdoor. For commercial systems beyond 12 tons, multiple iWave-C units can be used; but install a minimum of two feet apart for maximum performance.

Continued on back.



iWave-C Installation Instructions (Continued)

3. When the install location is found, cut or drill a 4 inch (100 mm) round hole in duct. Insert the iWave-C into the hole and secure with four tapping screws that are provided. Note: if the iWave-C is being mounted to duct board, the included spring load wing nuts and bolts will be required.
4. Follow all electric, mechanical and building codes when installing and wiring. The iWave-C can be powered with 24VAC voltage circuit or 110-240VAC high voltage circuit. The face panel of the unit is labeled showing which terminals are 24VAC, 110-240VAC input and neutral and come prewired from the factory with six feet of liquid-tight flex conduit to reach a junction box for wiring – never connect with an extension cord.
5. Use only one voltage source at a time and never connect low and high voltage simultaneously! Whichever voltage is not used, use a wire nut to protect the unused wire. The wires are color coded as follows:
 - Black wire = 24-240VAC input
 - White wire = Neutral
 - Green wire = Ground
 - Purple wires = Alarm Dry Contact

The iWave-C is provided with alarm contact for use with a building management system. When the unit is powered and there are no faults, the alarm contact will be closed, providing continuity. The contacts are rated up to 250VAC at 1A.

CAUTION! Never touch brushes while operating; shock may occur.

6. Once powered, the iWave-C initiates an internal check of all systems. After initializing, the display will blink between "ON", "GPS" and the number of days the unit has been powered. If there is a fault, the unit display will show "FALT".

Cleaning Cycle - The iWave-C comes with a preset cleaning cycle designed to clean the brushes every 5 days. At any time, the cleaning cycle test button on the front panel may be pushed and the unit will initiate a cleaning cycle. While the cleaning cycle is engaged, the display will change to "CLEA". To change the cycle frequency, hold the cleaning cycle button in for 5 seconds once the display shows "CLEA" and then press it until you see the number of days you want it to wait between cycles: 1, 5, 10 or 20 days. Most applications will not need reprogramming from the factory default 5 day cleaning cycle.

When installed in applications where the iWave-C will be exposed to heavy concentrations of smoke, it is advised to gently clean the emitters with alcohol wipes 2-3 times annually. For more maintenance and troubleshooting tips, consult the instruction bulletin insert for the iWave-C (4-410) which can be obtained at www.nucalgon.com.



Three-Year Limited Warranty - The iWave-C offers a limited warranty for three years that covers any defects in material or workmanship under normal use. If you make a claim during the warranty period, you must provide proof of purchase and proof of proper installation by a licensed contractor for the warranty to be valid. The iWave warranty does not cover labor, return shipping charges, damage from improper installation or improper voltage usage. The iWave warranty begins on the date that the unit was purchased. Installation of your iWave by any person other than a licensed contractor will void the warranty. Contact your local Nu-Calgon account manager or info@nucalgon.com with further questions.



Air Purification Through Bi-Polar Ionization

Nu-Calgon has partnered with Global Plasma Solutions (GPS) to bring a new, advanced air purification technology to the HVACR market. This patented technology called needle-point bi-polar ionization uses carbon fiber brushes to produce a refined electrical charge to proactively and safely clean the air in residential and commercial buildings. The iWave approach produces equal amounts of positive and negative ions (combined charge neutral) that react and break down pathogens, allergens, particles, smoke, odors and VOCs in the air, creating a healthy environment without producing any harmful byproducts like ozone or unstable ROS (Reactive Oxidation Species) molecules that result in the use of PCO technologies.



How Bi-Polar Ionization Works

iWave devices are bi-polar, meaning they use two emitters to create equal amounts of positive and negative ions. When these ions are injected into the air stream, creating a plasma region, they break down passing pollutants and gases into harmless compounds like oxygen, carbon dioxide, nitrogen and water vapor. When the ions come in contact with viruses, bacteria or mold, they remove the hydrogen molecules from the pathogens. Without hydrogen, the pathogens have no source of energy and will die. The ions also attach to allergens, such as pollen, smoke and other particles, causing them to band together until they are large enough to be caught by filters.



iWave's technology generates the same ions that nature creates with lightning, waterfalls, ocean waves, etc. Nature uses ion energy to break apart molecules, naturally cleaning the air and producing a healthy environment. The only difference between iWave's technology and nature is that iWave does it without developing detectable ozone. In fact, third party testing of iWave technology by Intertek/ETL to the UL867 ozone chamber test confirmed ozone levels less than 0.00PPM!

How iWave Ionization Differs from PCO Technology

Unlike iWave's bi-polar ionization method, Photo Catalytic Oxidation (PCO) technology uses UV light, commonly with titanium dioxide (TiO₂) and often with other alloys, to create ionization. The Centers for Disease Control (CDC) has warned of cancerous risks involved with TiO₂* – not something you want in a building's air quality!

ASHRAE issued a position document in January 2015 on Filtration and Air Cleaning where they cautioned UV lamps used in many PCO devices can emit significant ozone – known to be harmful for human health. They also observed and reported on page 9 of the document "...potential of an incomplete oxidizing process, which produces by-products of reaction that can be more toxic or harmful than the original constituents (i.e. formaldehyde). The catalysts can be contaminated (poisoned) by airborne reagents and/or products of oxidation, which results in reduced or total efficiency failure of the process." Lastly, the PCO approach requires the replacement of the UV cell every year or two. Bi-polar ionization requires no replacement parts, and on the self-cleaning models, they are maintenance free. The chart on the next page shows several advantages of iWave technology over two common market approaches.

*CDC Current Intelligence Bulletin 63



Advantages of iWave Technology Over Two Common Market Approaches:

Feature	<i>iWave</i>	UVPCO Ionizers	UV Lights
Kills pathogens downstream?	Yes	Yes	Only line-of-sight pathogens
Controls odors?	Yes	Yes	No
Reduces airborne particles?	Yes	Poor	No
Replacement parts?	No	UV cell replaced every 1-2 years	Bulb replaced every 1-2 years
Self-cleaning options?	Yes	No	No
Performance	Self-cleaning provides continual peak performance	Fades with UV output	Fades with UV output
Harmful byproducts?	No	Creates ozone & other byproducts	Some bulbs emit ozone
Cleans entire depth of coil?	Yes	Yes	Cleans only one side
Mercury in airstream?	No	Yes	Yes
Energy required	< 10 watts	> 60 watts	> 60 watts
Universal voltage?	Most models	Most models don't	No
Robust construction?	Solid state design	UV bulbs can break	UV bulbs can break
UV material breakdown?	No	UV lights hard on materials	UV lights hard on materials
Contains Titanium Dioxide?	No	Some Models	No
Three Year Warranty	Yes	Replace parts in 1-2 years	Replace parts in 1-2 years



Products:

iWave®-R



4900-20

With technology installed in over 200,000 applications worldwide, iWave-R is the world's first self-cleaning, bi-polar ionization air cleaner specially designed for residential duct air conditioning systems up to 6 tons (2400 CFM) in size. Needle-point ionization actively treats air in the living space with no replacement parts, no maintenance and patented universal voltage (24-240VAC). It can mount easily inside or outside of duct, or it can attach magnetically near indoor fan. iWave-R always works at peak performance, producing over 160 million ions/cc per polarity (320 million total ions/cc), more than any interior air quality product on the market. Patented self-cleaning design includes programmable cleaning cycle with alarm contact option. UL and cUL approved. Three-year limited warranty.

iWave®-M



4900-35

iWave-M is a flexible ion-generating bar that can treat IAQ in nearly any HVAC application. Its revolutionary circuit bar with special ion-generating needles suitable for any HVAC cooling coil up to 1,600 CFM. Plus, it can be shortened in the field to any size! Perfect for ducted package or ductless HVAC systems in living centers, hotels, commercial buildings, residential (including mini-splits), transport cooling coils or even in ice machines – applications where mold is an issue. Provides the highest level of ionization energy in the most compact size available on the market. UL and cUL approved with patented universal voltage (110-240VAC). Virtually maintenance free with no replacement parts. Produces over 35 million ions/cc per foot per foot of flexible ribbon. Three-year limited warranty.

iWave®-V



4900-40

With technology currently installed in over 200,000 applications worldwide, iWave-V is a versatile, low-maintenance bi-polar ionization generator for treating air in residential duct air conditioning systems up to 6 tons (2400 CFM) in size. Needle-point ionization actively treats air in the living space with low maintenance and no replacement parts. Produces over 160 million ions/cc per polarity (320 million total ions/cc), more than any other interior air quality product on the market. Installs inside or outside of duct, or attaches magnetically near indoor fan. UL and cUL approved. Three-year limited warranty.



4900-10

iWave®-C

Although it can be used for residential applications, the original iWave-C is especially suitable for light commercial systems up to 12 tons (4800 CFM). iWave-C is a self-cleaning, bi-polar ionization generator for treating a building's air quality that does not require replacement parts in a year or two like competing technologies. iWave-C always works at peak performance, producing over 200 million ions/cc per polarity (400 million total ions/cc), making it superior to other market approaches. Special features include a programmable cleaning cycle, waterproof housing, digital display and integral alarm contact. Duct mount to air handler inside or outside of building. For systems larger than 12 tons, multiple iWave-C units can be applied. UL and cUL approved with patented universal voltage (24-240VAC). Three-year limited warranty.

Application	iWave-R	iWave-V	iWave-C	iWave-M
Residential - Mini-Split A/C Systems				X
Commercial - VRF A/C Systems				X
PTAC Systems				X
Residential Duct HVAC Systems	X	X	X	X
Light Commercial Duct HVAC Systems			X	X
Transport HVAC Systems				X
Industrial HVAC Systems				X
Ice Machines to Reduce Mold in Cabinet				X

Features	iWave-R	iWave-V	iWave-C	iWave-M
Patented Self-Cleaning Technology	X		X	
No Replacement Parts	X	X	X	X
No Maintenance	X	*	X	*
Kills Mold, Bacteria, and Viruses	X	X	X	X
Controls Odor (Cooking, Pet, VOCs)	X	X	X	X
Reduces Allergens	X	X	X	X
Prevents/Eliminates Dirty Sock Syndrome	X	X	X	X
Controls Particles in Air	X	X	X	X
Reduces Smoke	X	X	X	X
Reduces Static Electricity	X	X	X	X
Actively Treats Pathogens in Space (entire coil/living space)	X	X	X	X
Universal Voltage (24-240VAC)	X	24VAC	X	110-240VAC
Universal Mounting	X	X	Duct Mounted	X
Customizable Length				X
Digital Display/Weatherproof Housing			X	
Alarm Contact Option for Notification	X		X	
Replaceable Emitters	X		X	
Service Temperature Range	-40°F to 160°F	-40°F to 160°F	-40°F to 160°F	-40°F to 140°F
Limited Three Year Warranty	X	X	X	X

* The iWave-M, and iWave-V require low maintenance. The emitters may require a wipe with damp cloth from time to time to ensure ionizer tips are clear of particles. After power is turned off, the carbon bristles on the iWave-V should be looked at periodically (every time the air filter is replaced) to ensure they are clean for optimum performance.

Frequently Asked Questions:

What makes iWave products unique?

iWave products are patented ion-generating devices that produce the highest available ion outputs and do not create ozone or harmful byproducts, which are different than current ionizers on the market. Not only that, there are self-cleaning options that require no maintenance, no replacement parts, universal voltage and universal mounting, making these highly versatile devices game-changers in the IAQ market for proactive whole home/office purification. The devices offer a superior three-year warranty – other products require light/cell replacement in a year or two.

What does it mean when you are saying 'killing pathogens in space'?

- The ions are circulated downstream of the iWave-M, iWave-V, iWave-C and iWave-R to where they thoroughly address pathogens through the coil, duct and living space, making it an active whole purification system. This is different than UV lights with a passive approach that only address pathogens that circulate past the UV light in the duct and only affect part of the coil.

How long will iWave products last?

- iWave products are designed to last for a very long time, up to the design life of the air conditioning equipment.

What should be covered when installing an iWave-V or iWave-R in a residential A/C system?

- Install between the air filter and the indoor coil.
- The air current must flow through the “goal posts” (two emitters) so total ionization output is achieved.
- Attach IN or ON duct or indoor fan with air current flowing through “goal posts.” If installing on fan housing (shaft side), make sure self-tapping screws are used to secure device to housing, since the magnets alone may not be adequate if there is excessive vibration.
- Keep emitter brushes at least two inches from any metal surface. Electrical wires from the ionizer (or any wire in the equipment) must be kept away from emitter brushes.
- The products are only performing if there is air flow across the device.
- The devices pull low power (10VA), which allows maximum flexibility for installation.

Any electrical hook-up guidelines for residential A/C systems?

- The iWave-C and iWave-R have universal voltage capability between 24-240VAC for maximum versatility on electrical service options that are available for duct A/C systems. The iWave-M will handle between 110-240VAC voltage outputs typical for its intended application. The iWave-V requires 24 volts VAC.
- For residential duct A/C systems where 24/7 operation is desired, connect the device wires with “R” and “C” terminals/auxiliary board hook-ups, commonly available for 24VAC or 120VAC, but 240VAC is also an option.
- For the iWave-V running 24/7, the brushes may need to be cleaned a little more often, which is not an issue with the iWave-C/iWave-R because of the self-cleaning feature. Without air flow, the air is not being cleaned. With the device continuously on, the ions are quickly neutralized and there is no ion build-up in the home, smell at start-up or health concerns.

NOTE: If the device is wired to be cycled with fan, for best results to quickly address IAQ in home, turn indoor fan to “On” position (continuously run) for 24-48 hours, then cycle with thermostat.

- For residential duct A/C systems where it is desirable to cycle the ionizer with the internal fan, connect the device wires with “R” and “G” terminals/auxiliary board hook-ups. Another easy option is to add a 24VAC or 120VAC current relay to the wire of the blower so it energizes the ionizer every time the blower is energized.
- NOTE: Depending on circumstances and what is being powered by a commonly used 40VA transformer, another 40VA foot-mounted transformer may be needed to power the ionizer.





MECHANICAL CORPORATION

**3121 S.E. 14th Street
Des Moines, Iowa 50320
Phone: (515) 243-5500
Fax: (515) 243-0126**

www.airconmechanical.com

Air-Con Mechanical Corporation is a 30+ year old mechanical contractor, with 170 years management experience. Jim Shaffer Jr., the company President, has directed the company towards being the finest service organization in the area. This dedication to service has brought recognition from nation wide trade journals such as "Air Conditioning, Heating & Refrigeration News" and has allowed Air-Con Mechanical to establish long term relationships with a variety of clients in a variety of industries.

A fleet of fully equipped service vehicles are staffed by the finest, best trained technicians in the area. We offer 24 hour emergency service 7 days a week with a response time that is second to none. Areas of expertise include but are not limited to:

- Heating
- Air Conditioning
- Refrigeration
- Controls
- Plumbing
- Plumbing Code Compliance
- Sheet Metal Fabrication & Installation
- Indoor Air Quality Assessment
- Preventative Maintenance Agreements
- Architectural Sheet Metal
- Electrical Division

Our continual and steady growth can be directly attributed to our ability to satisfy our customers no matter what the project. Design/build, construction and retrofit projects are all handled precisely and competitively.

We stand out from the crowd because of our attitude toward service, management style, reputation, customer following, staff competence and financial stability.

We are affiliated with; BOMA - Building Owners and Managers Association, MCAI - Mechanical Contractors Association of Iowa, and SMACNA - Sheet Metal and Air Conditioning Contractors Association.

Sincerely,

Dave Fiala
Business Development Leader
Air-Con Mechanical Corporation
dfiala@airconmechanical.com
Work: 515-243-5500
Cell: 515-205-5811



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Services & Products Provided

Design/build, installation, retrofitting, repairs, service and preventative maintenance available in all mechanical areas, including:

- Air Conditioning
- Air Dryer
- Boilers & Burners
- Building Automation Systems
- Compressors - Reciprocating, Screw, Rotary, Scroll & Centrifugal
- Computer Room Air Conditioning & Control Systems
- Dust & Fume Control
- Construction - All Mechanical Areas
- Controls - Pneumatic & Electric
- Cooling Towers
- Design - All Mechanical Areas
- Dehumidification
- Drain Cleaning
- Energy Management
- Exhaust Systems
- Heating - Heat Pumps, Reheat Coils - Water, Electric, Steam, Heat Exchanger, etc.
- Humidifiers
- Architectural Sheet Metal
- Industrial Piping - Steel, Stainless Steel, Copper, Plastic, Cast Iron (Water & Steam)
- Plumbing
- Process Piping
- Machine Guards
- Pumps - Double Suction, Centrifugal, Sump, Sewage Ejector, Oil
- Sheet Metal Fabrication & Installation
- Specialty Metal Fabrication
- Ultra - Low Temperature Freezer
- Underground Work
- Industrial Ventilation
- Alternate Energy
- Welding - All types and Certified



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www.airconmechanical.com

- Indoor Air Quality
- Backflow Installation & Certification
- Electrical Division
- Lighting
- Power Distribution
- Communications
- Fire Alarm



AIR-CON MECHANICAL CORPORATION

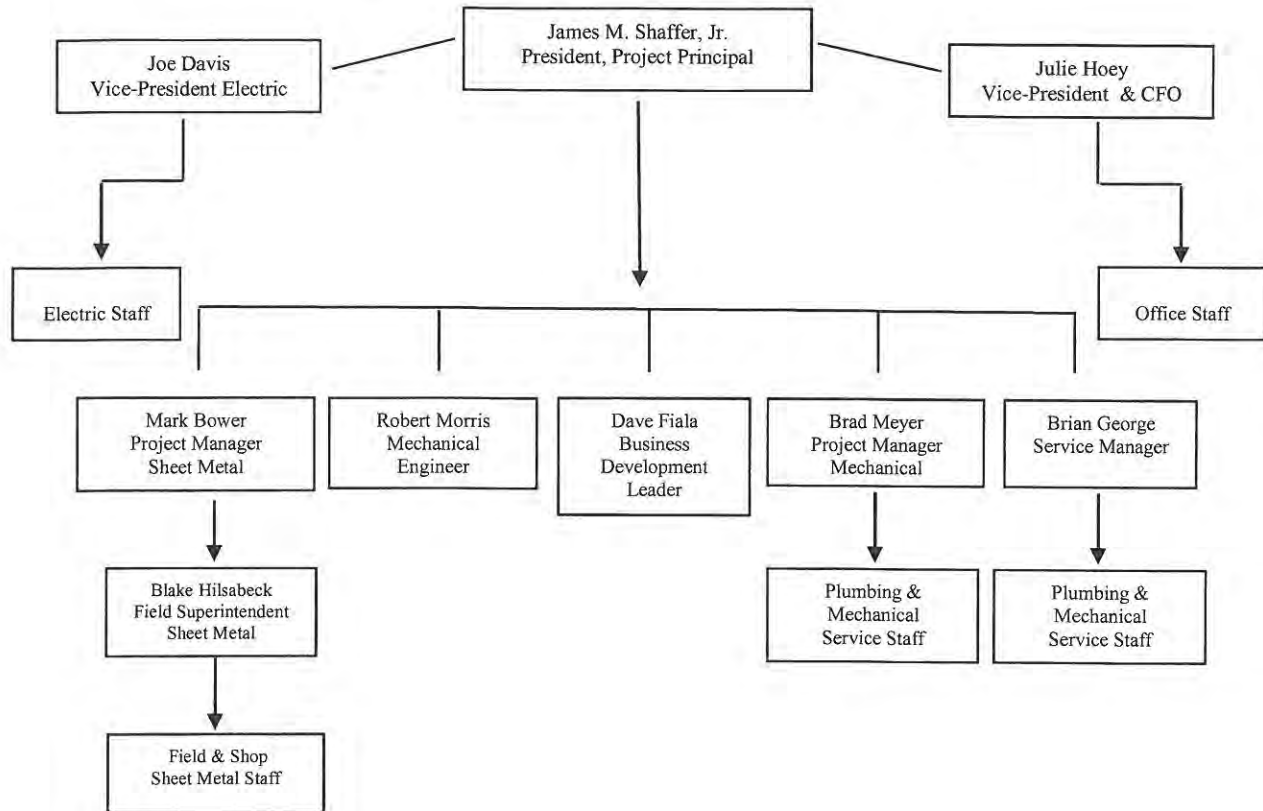
AIR-CON ELECTRIC LLC

3121 SE 14TH STREET • DES MOINES, IA 50320

PHONE: 515.243.5500 • FAX: 515.243.0126

STAFFING AND ENGINEERING:

Organizational Chart & Resume



TEAM MEMBERS:

President: Jim Shafffer, Jr.

- Experience:
 - 33 years mechanical experience
- Education:
 - JATC Apprenticeship
 - University of Texas (Institute for Project Management)
 - Bell & Gossett Design and Application School
 - Carrier Corporation – Basic System Design School
 - Class B Mechanical License
 - LEED Certified
- Activities:
 - Member of American Society of Professional Estimators
 - Mechanical Contractors Association of Iowa
- Responsibilities:
 - Manage and oversee the entire project from the design phase to the completion of job.

Mechanical Engineer: Robert Morris

- Experience:
 - 24 years mechanical experience
 - 16 years as a licensed professional engineer
 - 18 years at Air-Con Mechanical Corporation
- Education:
 - BSME, Iowa State University
 - ASHRAE University (Continuing Education, Engineering)
 - MCA Training – Project Management
- Activities:
 - ASHRAE Member
- Responsibilities:
 - Design of mechanical system.

Mechanical Project Manager: Brad Meyer

- Experience:
 - 21 years mechanical experience
 - JATC Apprenticeship
 - State of Iowa License
 - Hydronics
 - Refrigeration
 - HVAC
 - Plumbing
 - Med Gas
 - UA Certifications
 - UA 21 Weld Certified
 - UA Medical Gas
 - OSHA 30 Hour Training
- Activities:
 - Member Plumbers & Steamfitters Local #33
 - Trustee for Plumbers & Steamfitters Health & Welfare & Pension
- Responsibilities:
 - Manage coordination and installation of plumbing, piping and mechanical systems.

Business Development Leader: Dave Fiala

- Experience:
 - 31 years mechanical experience
 - JATC Apprenticeship
 - Master Plumbing License
 - OSHA 30 Hour Training
 - Hydronic Licensing

Sheet Metal Project Manager: Mark Bower

- Experience:
 - 23 years sheet metal and HVAC experience
 - 10 years drafting and HVAC design
- Education:
 - Formal Intellicad Training
 - Auto Cad Training – DMACC

- JATC Apprenticeship 4 years
- Activities:
 - Member Sheet Metal Workers Local # 45
- Responsibilities:
 - Detail sheet metal ductwork for fabrication and installation
 - Manage Coordination and installation of sheet metal ductwork for HVAC Systems.

Vice-President Electric Division: Joe Davis

- Experience:
 - 26 years electrical experience
 - 14 years Army National Guard
- Education:
 - Indian Hills Community College (2 yrs.)
 - 5 Years JATC Apprenticeship
 - OSHA Safety Classes
 - MSHA 48
 - State of Iowa Contractors License
 - State of Iowa Master License
 - NFPA 70 Training
- Responsibilities:
 - Manage and oversee the entire project from the design phase to the completion of the job.

Electrical Field Foreman: Mark Hodge

- Experience:
 - 25 years electrical experience
- Education:
 - 5 Years JATC Apprenticeship
 - OSHA Safety Classes
 - MSHA 48
 - High Voltage Termination Certification
 - State of Iowa License
 - State of Iowa Master License
 - NFPA 70 Training
 - Confined Space Training



MECHANICAL CORPORATION

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Des Moines, Iowa 50320
Phone: (515) 243-5500
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PREVENTATIVE MAINTENANCE CONTRACT



HUXLEY
— HEART OF THE PRAIRIE —

We propose to furnish preventative maintenance services for the covered equipment described on the attached PREVENTATIVE MAINTENANCE SCHEDULE located at:

**515 North Main Ave
Huxley, Iowa 50124**

Notify responsible party of any service or materials (excluding contract coverage's) necessary to maintain system up to design performance SCHEDULE OF INCLUDED SERVICES are listed below and are to become a part of this contract.

- Confirm general operation and condition
- Confirm against unusual noise and vibration
- Confirm general operation and condition of heating section
- Confirm operation of operating & safety control
- Inspect for signs of leaking oil & refrigerant
- Notify responsible party of any service or materials (excluding contract coverage's) necessary to maintain system up to design performance
- Inspect fan and compressor starters
- Tighten electrical connections on starters
- Inspect condition of filters and change or replace filters as per contract agreement.
- Lubricate bearings and moving parts as needed
- Adjust fan belt tension
- Inspect condensate pans
- Inspect air cooled condensers
- Visually inspect condition of heat transfer surfaces

SCHEDULE OF ADDITIONAL SERVICES are listed below and are to become a part of this contract.

- \$4.00 Hourly Discount
- Replace Belts Once Per Year
- Quarterly Inspections
- Air Filter Maintenance Quarterly
- Annual Condenser Coil Clean

EQUIPMENT	J	F	M	A	M	J	J	A	S	O	N	D
3- Trane 20 Ton RTU's	x			x			x			x		
• Filters	x			x			x			x		
• Belt Replace				x								
• Condenser Cleaning										x		
RenewAir ERV	x			x			x			x		
• Filters	x			x			x			x		
• Belt Replace				x								
State Water Heater				x						x		
• Grundfos Pump				x						x		
3- Tri Corp Unit Heaters	x			x								
2- Armstrong/ Geothermal Centrifugal Pump	x			x			x			x		

EQUIPMENT	J	F	M	A	M	J	J	A	S	O	N	D
• Grease				x						x		
2- Centrimaster Exhaust Fan										x		
• Belts										x		
8- Trane Electric ReHeat Coils	x			x			x			x		
• Filters	x			x			x			x		
5- Water Furnace Envision Heat Pumps	x			x			x			x		
• Filters	x			x			x			x		
2-1/2" Double Check Valve Testing	x											
3/4" RPZ Testing	x											
1-1/2" RPZ Testing	x											
Ruud Water Heater				x						x		
• Grundfos Pump				x						x		
2- In Line Centrifugal Pump/ Upper Level				x								
• Grease				x								

- Customer will be given preferential attention upon request for emergency repairs and services.
- All repairs or services not included in SCHEDULE OF INCLUDED SERVICES will be brought to the customer's attention for authorization from the customer.
- This contract shall remain in effect for one (1) year from date of approval by Air-Con and shall continue from year to year beyond that date, unless at least thirty (30) days prior to the expiration date either party shall give written notice to the other of their intention to change the terms of or terminate the contract. Air-Con reserves the right to terminate this contract at its option at any time the customer fails to make payment when due, or if the customer fails to pay any costs and expenses incurred for additional material or labor supplied by Air-Con. Neither party shall be liable in any manner whatsoever to the other on account of such termination.
- In order to permit us to perform our obligations under this contract, customer will provide ready access to the equipment.
- All inspection and preventative maintenance work and repair work shall be between the hours of 8:00 am and 4:30 pm, on regular working days. 24-Hour emergency repairs are available outside of this contract.
- This Preventative Maintenance Contract shall in no way require Air-Con to make corrections, replacements or repairs necessitated by (1.) Purchaser's improper operation or misuse of the equipment or systems, (2.) by the negligence of others, or by faulty design of the equipment or system.
- Air-Con shall not be required to furnish any items of equipment that are recommended by insurance companies or governmental agencies or instrumentality's nor does Air-Con assume any responsibility for deficiencies of system design and resulting lack of system performance.
- Air-Con shall not be liable for the operation of the equipment nor for injuries to persons, or damages to property, except those directly due to the negligent acts or omissions of our employees, and, in no event, shall we be liable for consequential or speculative damages.
- Air-Con shall not be held liable for any loss or damage due to delay in furnishing labor or material caused by reason of strikes or labor troubles affecting our employees who perform the service called for herein.
- This contract does not include air conditioning ductwork, grilles, registers or diffusers; balancing or air and water flow; electrical disconnect switches and circuit breakers; recording or portable instruments, gauges or thermometers; repairs to any piping, repairs to exposed equipment damaged due to freezing; maintaining the appearance of decorative casing or cabinets.
- Air-Con will invoice Purchaser **Quarterly** for materials delivered and for all work performed on site and off-site. Purchaser agrees to pay Air-Con the amount invoiced upon receipt of the invoices. If Air-Con's invoice is not paid within 45 days of its issuance, it is delinquent and Air-Con has the right to collect interest on all past due amounts.
- Air-Con shall not be liable for any special, indirect or consequential damages arising in any manor from the equipment or material furnished or the work performed pursuant to this contract.

Air-Con Mechanical Corporation agrees to service customer's covered equipment for a period of one (1) year, from August 1, 2020 to July 31th, 2021 at the intervals described on the PREVENTATIVE MAINTENANCE SCHEDULE.

Price per Quarterly visit will be One Thousand Eight Hundred Nine and 25/100 (\$1,809.25) plus applicable tax. Price per year will be Seven Thousand Two Hundred Thirty Seven and 00/100 (\$7,237.00) plus applicable tax.

Signature _____
Company: City Of Huxley

Signature Dave Fiala
Dave Fiala: Business Development Leader

Date of Acceptance _____

Date Submitted: July 13th, 2020

RESOLUTION NO. 21-018

SET PUBLIC HEARING APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST FOR THE EAST 1ST STREET PROJECT

WHEREAS, the plans, specifications, form of contract and cost estimate for the East 1st Street Project (“Project”) are on file for review in the City of Huxley’s City Clerk’s Office and;

WHEREAS, the Project will include the reconstruction of East 1st Street from Highway 69 to a point approximately 240’ east of Parkridge.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Huxley, Iowa, as follows:

The public hearing for plans, specifications form of contract and cost estimate for the East 1st Street project is hereby set for March 23, 2021 at 6:00 p.m.

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

PASSED, ADOPTED AND APPROVED this 9th day of March 2021.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 21-018** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 9th day of March 2021.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR EAST 1ST STREET RECONSTRUCTION FOR THE CITY OF HUXLEY, IOWA.

At 6:00 P.M. on the 23rd day of March, 2021, the City Council of Huxley will, in the Council Chambers at the City Hall, 515 N. Main Avenue, Huxley, Iowa, hold a hearing and said Council proposes to adopt plans, specifications, form of contract and estimate of cost and, at the time, date and place specified above, or at such time, date and place as then may be fixed, to act upon proposals and enter into a contract for the construction of the following improvements:

EAST 1ST STREET RECONSTRUCTION

Construct East 1st Street Reconstruction from Highway 69 to a point approximately 240 feet east of Parkridge Avenue including all labor, materials and equipment necessary for approximately 4,400 square yards of 8-inch PCC pavement, intakes, storm sewer, earthwork and grading, erosion control, surface restoration, adjustment of existing utilities, accommodations for temporary access and miscellaneous associated work, including clean-up.

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

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

CITY OF HUXLEY, IOWA

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk/Finance Officer

COUNCIL COMMUNICATION

AGENDA HEADING:

Approve Fenceline Beer Lab Patio

SUBMITTED BY:

Rita Conner, City Administrator

SYNOPSIS:

Fenceline Beer Lab, LLC (Susan Frantz, 107 South Main Huxley, Iowa 50124) has requested Council review of an outdoor patio proposal originally presented in April 2020.

Updated plans for the project are anticipated to be available to provide to Council before the March 9 meeting, and the owner will be present to respond to questions.

ADDITIONAL INFORMATION:

- The Planning & Zoning Commission originally approved the patio concept in April 2020.
- The owner would like to have approval to proceed from Council in order to have work initiated that can be completed in time for outdoor dining weather.

RECOMMENDATION: APPROVAL

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- Permit and construction process.

RESOLUTION NO. 21-019

RESOLUTION APPROVING FENCELINE BEER LAB PATIO INSTALLATION

WHEREAS, Fenceline Beer Lab, LLC submitted materials for City of Huxley review for the installation of a cement patio at the Fenceline Beer Lab location in the Main Street/Old Towne District in April 2020 that were approved by the Planning & Zoning Commission and tabled by City Council and;

WHEREAS, City Council subsequently approved a Special Event Application for a temporary outdoor patio at Fenceline Beer Lab for seasonal use from September to December 31, 2020 and;

WHEREAS, Fenceline Beer Lab, LLC has done additional work on architectural drawings and space planning in response to Council comments on the original plan, can provide Council with additional detail on the proposal and is requesting approval of the patio plan;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Huxley, Iowa, as follows:

Approve patio installation at Fenceline Beer Lab as presented

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

PASSED, ADOPTED AND APPROVED this 9th day of March 2021.

APPROVAL BY MAYOR

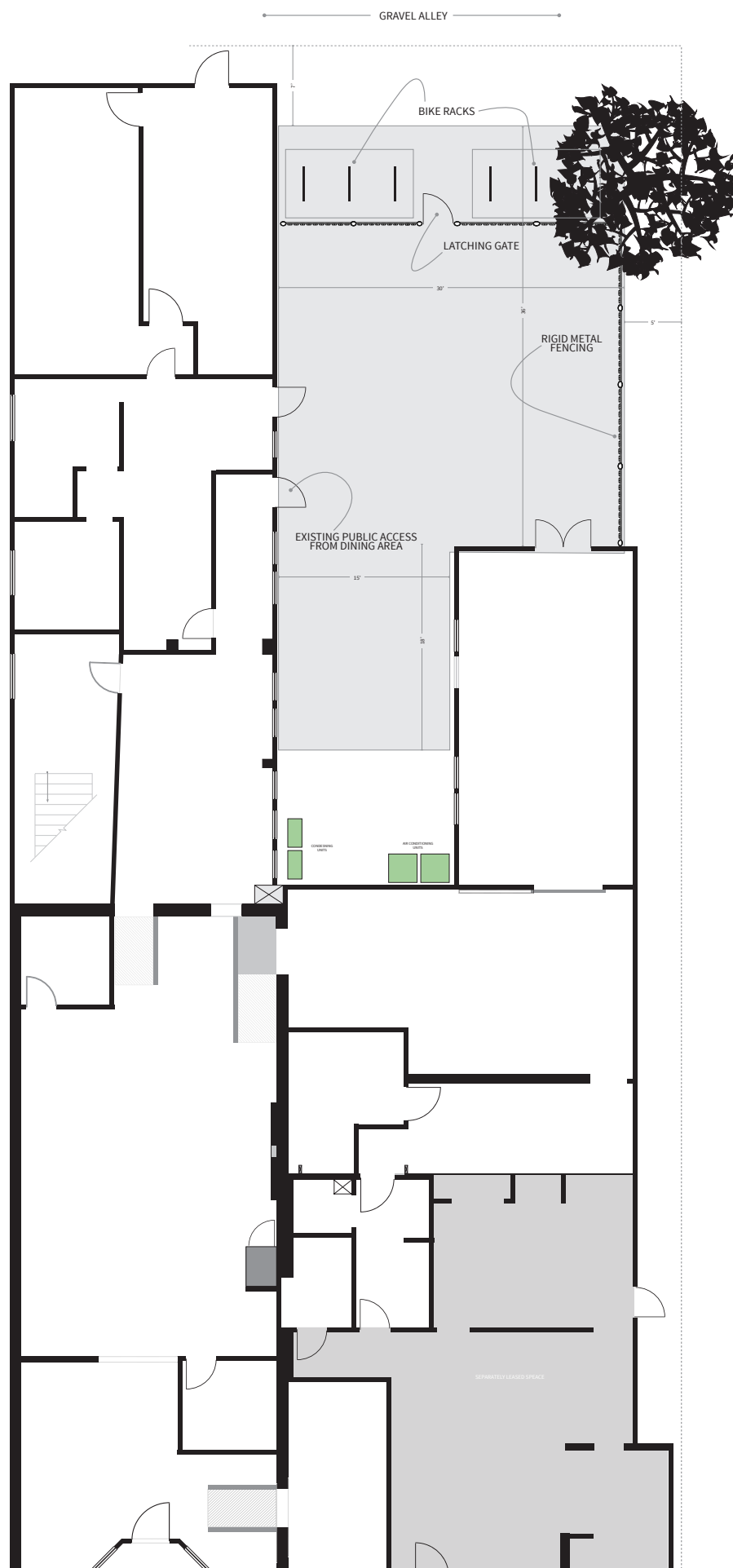
I hereby approve the foregoing **Resolution No. 21-019** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 9th day of March 2021.

Kevin Deaton, Mayor

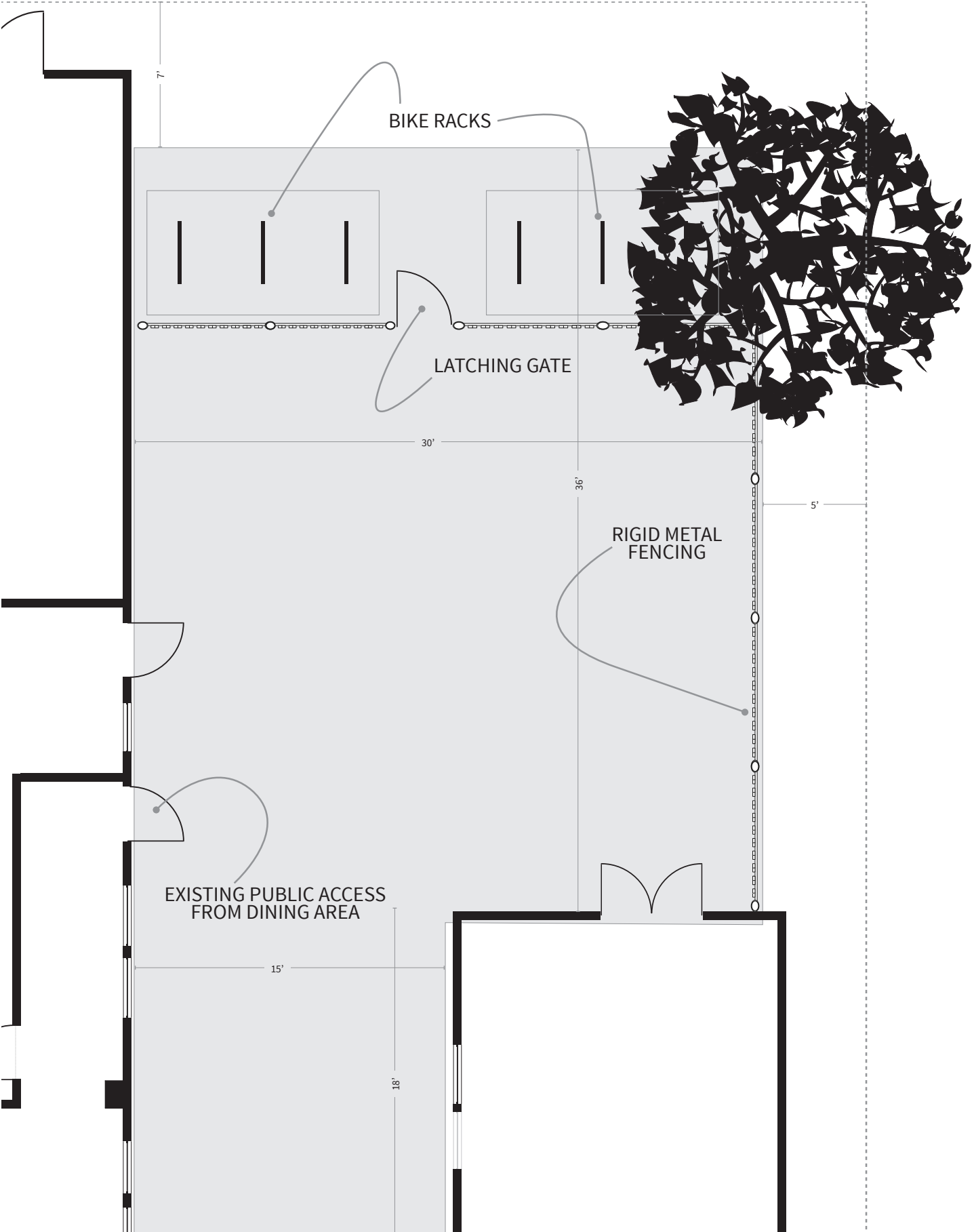
ATTEST:

Jolene Lettow, City Clerk

NORTH 



GRAVEL ALLEY



RESOLUTION NO. 21-020

APPROVING FIREWORKS SAFETY CLASS AND DEMO TRAINING

WHEREAS, Bomber Fireworks, LLC has proposed sponsoring a fireworks safety and demonstration training at 203 Campus Avenue and;

WHEREAS, the event will be held June 5th from 8-10 PM with a rain date of June 6th from 8-10 PM and:

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Huxley, Iowa, as follows:

The fireworks safety class and demo training is hereby approved.

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

PASSED, ADOPTED AND APPROVED this 9th day of March 2021.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 21-020** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 9th day of March 2021.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

Calls For Service by Nature Code

Huxley Police

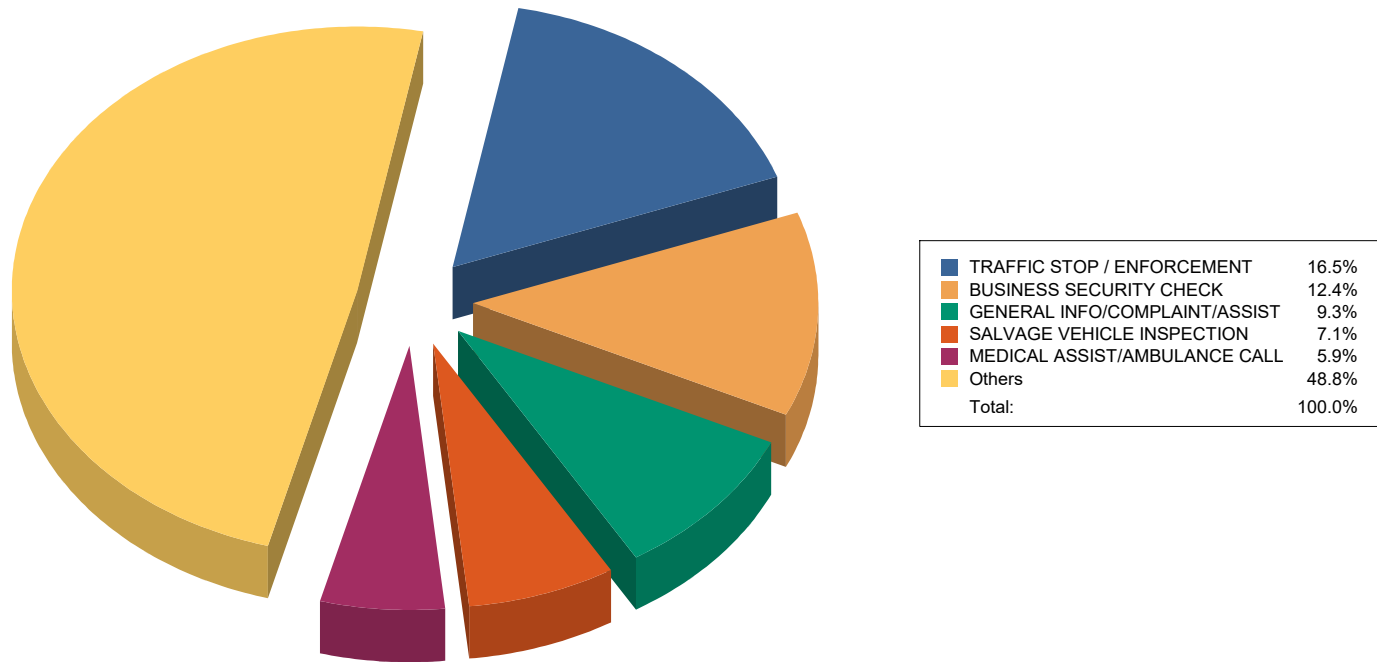
2/01/21 to 2/28/21

911 HANG UP / INCOMPLETE CALL	Number of CFS:	1	Percentage of Total:	0.31%
ANIMAL CALL	Number of CFS:	8	Percentage of Total:	2.48%
ATTEMPT SUICIDE / SUICIDE	Number of CFS:	1	Percentage of Total:	0.31%
BURGLARY TO MOTOR VEHICLE	Number of CFS:	1	Percentage of Total:	0.31%
BUS VIOLATION	Number of CFS:	2	Percentage of Total:	0.62%
BUSINESS SECURITY CHECK	Number of CFS:	40	Percentage of Total:	12.42%
CARBON MONOXIDE CHECK	Number of CFS:	4	Percentage of Total:	1.24%
CHILD WELFARE CHECK	Number of CFS:	1	Percentage of Total:	0.31%
CITY CODE ENFORCEMENT	Number of CFS:	7	Percentage of Total:	2.17%
CIVIL MATTER	Number of CFS:	5	Percentage of Total:	1.55%
DEATH INVESTIGATION	Number of CFS:	1	Percentage of Total:	0.31%
DISTURBANCE & NOISE PARTY	Number of CFS:	2	Percentage of Total:	0.62%
DOMESTIC DISPUTE	Number of CFS:	1	Percentage of Total:	0.31%
EQUIPMENT/SIGN MALFUNCTION	Number of CFS:	1	Percentage of Total:	0.31%
EXTRA PATROL	Number of CFS:	1	Percentage of Total:	0.31%
FINGER PRINTING	Number of CFS:	12	Percentage of Total:	3.73%
FIRE ALARM	Number of CFS:	3	Percentage of Total:	0.93%
FOLLOW UP	Number of CFS:	4	Percentage of Total:	1.24%
GENERAL ALARM BANK / RESIDENTI	Number of CFS:	6	Percentage of Total:	1.86%
GENERAL INFO/COMPLAINT/ASSIST	Number of CFS:	30	Percentage of Total:	9.32%
HARASSMENT	Number of CFS:	5	Percentage of Total:	1.55%
HIT & RUN PROPERTY DAMAGE	Number of CFS:	1	Percentage of Total:	0.31%
JUVENILE TROUBLE	Number of CFS:	4	Percentage of Total:	1.24%
LAW DEPARTMENT ASSIST	Number of CFS:	9	Percentage of Total:	2.80%
LOST OR FOUND PROPERTY	Number of CFS:	1	Percentage of Total:	0.31%
MEDICAL ASSIST/AMBULANCE CALL	Number of CFS:	19	Percentage of Total:	5.90%
MOTOR VEH CRASH / INJURY	Number of CFS:	3	Percentage of Total:	0.93%
MOTOR VEH CRASH/PROP DAMAGE	Number of CFS:	3	Percentage of Total:	0.93%
MOTORIST ASSISTANCE	Number of CFS:	9	Percentage of Total:	2.80%
OPERATING WHILE INTOXICATED	Number of CFS:	1	Percentage of Total:	0.31%
OUTREACH	Number of CFS:	4	Percentage of Total:	1.24%
PARKING ENFORCEMENT/COMPLAINT	Number of CFS:	5	Percentage of Total:	1.55%
PURSUIT - VEHICLE / FOOT	Number of CFS:	1	Percentage of Total:	0.31%
RECKLESS DRIVER	Number of CFS:	5	Percentage of Total:	1.55%
SALVAGE VEHICLE INSPECTION	Number of CFS:	23	Percentage of Total:	7.14%
SCAM	Number of CFS:	3	Percentage of Total:	0.93%
SNOW ORDINANCE VIOLATION	Number of CFS:	15	Percentage of Total:	4.66%

SUSPICIOUS PERSON/VEH/ACTIVITY	Number of CFS:	7	Percentage of Total:	2.17%
THEFT / FRAUD / FORGERY	Number of CFS:	3	Percentage of Total:	0.93%
THEFT OF MOTOR VEHICLE	Number of CFS:	1	Percentage of Total:	0.31%
TRAFFIC HAZARD	Number of CFS:	2	Percentage of Total:	0.62%
TRAFFIC STOP / ENFORCEMENT	Number of CFS:	53	Percentage of Total:	16.46%
TRANSPORTING SUBJECT/PRISONER	Number of CFS:	1	Percentage of Total:	0.31%
VEHICLE FIRE	Number of CFS:	3	Percentage of Total:	0.93%
VEHICLE IN DITCH	Number of CFS:	2	Percentage of Total:	0.62%
VEHICLE UNLOCK	Number of CFS:	2	Percentage of Total:	0.62%
WARRANT SERVICE	Number of CFS:	1	Percentage of Total:	0.31%
WELFARE CHECK	Number of CFS:	5	Percentage of Total:	1.55%

Total CFS:	322
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Percentage of CFS by Nature Code



Huxley Police Department
City of Huxley
Report for February 2021

February 2nd, 2021 2:38 PM

Officer responded to the Ballard Middle School for a report of harassment by an electronic device app. The message was serious enough that an investigation into the matter was opened and contact was made with a Des Moines area school district in order to assist. Investigation is ongoing.

February 3rd, 2021 4:46 PM

Officer was asked to assist a parent with an out of control juvenile at the 1000 block of North Park Blvd. The officer was able to assist the parents and eventually leave after the juvenile had settled.

February 5th, 2021 4:27 PM

Officer cited a Bondurant man for a school bus stop arm violation.

February 8th, 2021 8:17 PM

Officer was asked to check the welfare of a Hartford, IA man at the 100 block of Deerwood. The man was not located, and officers had to put a stop and check welfare with area agencies.

February 9th, 2021 9:25 AM

Officer responded to a single vehicle accident at Campus and Highway 69. A vehicle operated by a Huxley woman struck a set of ground lights near the Huxley Industrial Park sign.

February 10th, 2021 12:39 PM

Officer cited a Huxley man for a school bus stop arm violation.

February 11th, 2021 5:37 AM

Officer responded to a vehicle fire at the 102 Mile Marker of Interstate 35. Vehicle was a total loss. No injuries.

February 11th, 2021 3:26 PM

Officer stopped a vehicle for a traffic violation at the 100 block of Main. The driver of the vehicle, a Pleasant Hill woman, was barred from driving by the DOT. She was cited and released with a court date for Driving While Barred.

February 11th, 2021 7:15 PM

Officer received a possible scam / fraud complaint at the 500 block of E 1st Street. A letter was sent in the mail to a Huxley resident with her name and incorrect Social Security Number on it. There was no loss to the reporting party as she did not respond to the letter.

February 12th, 2021 1:23 PM

Officer received a harassment complaint at the 100 block of Water Street. A report was made by a Cambridge woman about receiving harassing messages from a Huxley woman. The victim declined to have contact made with the offending party.

February 12th, 2021 2:27 PM

Officer responded to a theft report at the 300 block of River Street. The victim attempted to purchase table saw online from an individual in Florida which was never delivered. Investigation is ongoing.

February 12th, 2021 2:55 PM

Officer received a fraud complaint at the 300 block of Highway 69. Someone had attempted to file unemployment under the victim's name. Huxley PD is assisting the victim's employer with the investigation.

February 12th, 2021 3:45 PM

Officer responded to a hit and run accident at the 700 block of Crestwood. A vehicle operated by an unknown individual struck several mailboxes then drove off. No suspects.

February 16th, 2021 11:42 PM

Officer received a call from Duluth, MN Police that a stolen vehicle out of Huxley was recovered. The vehicle was not occupied. Contact was made with the owner of the vehicle who arranged for the vehicle's return.

February 18th, 2021 12:38 AM

Officers arrived at a vehicle in the ditch near Interstate 35 and Highway 210. The driver of the vehicle, a 42 year old Ames man, was arrested for OWI. He was released with a court date.

February 19th, 2021 11:24 AM

Officer responded to a vehicle fire at the Interstate 35 on ramp from Highway 210. The vehicle was a total loss. No injuries.

February 20th, 2021 1:18 PM

Officer responded to a two vehicle accident at Interstate 35 and Highway 210. Minor injuries were noted by an Ames woman.

February 21st, 2021 1:09 PM

Officer opened an investigation regarding an assault that took place at a business located at the 200 block of Water Street during the prior evening.

February 22nd, 2021 7:58 AM

Officer responded to an unattended death at the 200 block of N 3rd. After officer and medical examiner investigation, it was determined that the man died of natural causes.

February 22nd, 2021 4:10 PM

Officer received a complaint of a child who had ran away from home at the 500 block of E 1st Street. The 7 year old was located by the officer and taken back home.

February 23rd, 2021 11:15 PM

Officer received a harassment complaint at the 600 block of E 4th Street. The brother of the victim was continually sending the victim harassing messages over the phone. Officers attempted to make contact with the suspect to have him stop the harassing behavior.

February 25th, 2021 3:27am

Officers assisted a Boone County Sheriff's Office vehicle pursuit reaching speeds of 120+ mph within the city limits of Huxley by deploying department Stinger spike system at the intersection of southbound US Highway 69 and N Main Ave. The spike system deflated all four tires on the suspect's vehicle rendering it inoperable when reaching the US Highway and US Highway 210 intersection. No injuries and no property damage occurred.

February 25th, 2021 9:26 AM

Officer received a scam complaint at the 400 block of Bella Vista Court. The victim received an email from "Microsoft" stating her account had been hacked. Reporting party got in touch with her bank regarding the possible hack.

February 26th, 2021 10:20 AM

Officer received a harassment complaint at the 100 block of Deerwood. An investigation into the matter was started.

Special Assignments / Announcements

Officers Gloede and Deckard received letters of recognition for their actions that lead to the safe conclusion of a high speed pursuit that originated in Boone County during the early morning of February 25th.

Gerry Stoll

Chief of Police



Huxley Fire and Rescue

104 Railway
Huxley, Iowa 50124

February 2021 Report Huxley Fire Rescue

Promote Trust, Service Before Self, Positive Solutions

-In 2021 Huxley Fire & Rescue has responded to 77 calls for service, 42 of those were in the month of February.

-Huxley EMS First Responders were dispatched to 32 calls in February.

-Huxley Ambulance 731 responded to 23 calls in February

-Huxley Fire responded to 4 calls in February

-Mutual Aid (included in totals above)

- 6 EMS calls to Slater

- 3 EMS First Responder calls to Kelley

Activity/Training Start Actual Date	Activity/Training Total Hours	Activity/Training Event Name	Activity/Training Attendee Count
02/01/2021	2	City Cabinet Heads Meeting	1
02/02/2021	2	Fire Department February Monthly Meeting	14
02/08/2021	1	Department Heads Cabinet Meeting	1
02/09/2021	1	Huxley/Safe Buildings/V&K Development Meeting	1
02/09/2021	1	City Council Meeting with Work Session	1
02/11/2021	5	Vehicle Checks or Maintenance, Truck Repair	1
02/11/2021	1	Fire Inspection, Public Fire & Safety Education Activities - Other	2
02/11/2021	1	South West Story Regionalization Fire Department Meeting	3
02/14/2021	1	S.O.G. Committee Meeting	4
02/16/2021	3	City Council Budget Meeting	1
02/16/2021		Firefighter Training	15
02/23/2021	1	Huxley/Safe Buildings/V&K Meeting	1
02/23/2021	1	Huxley City Council Meeting	1
02/23/2021	1	EMS Continuing Education Hours	18

Report Criteria

Activity/Training Start Actual Date: Is Between 2/1/2021 and 2/28/2021



To: Honorable Mayor Kevin Deaton & City Council
From: Heather Denger
Date: 3/4/2021
Re: Parks & Recreation March 2021 Department Report

3C's Update

- **Membership Update**

	12 Month Memberships	6 Month Memberships	3 Month Memberships	EFT Bank Memberships	Total Active Memberships
March 2021	279	89	6	55	429
March 2020		NO	REPORT	CLOSED	COVID
March 2019	299	144	5	65	513

- There were 2,228 total visits to the Citizens Community Center during February 2021.
- CIRL basketball ended Saturday, February 20th.
- We are currently taking registrations for Bam-Bam Baseball, Youth Tennis, Spring Break Tumbling 101 Camp and Menace Soccer for youth as well Men's Basketball League for Adults.
- Spring 2021 Group Exercise Session started February 22, 2021

Parks & Trails Update

- Park Restrooms will be opened in April.
- Working on Sidewalk Infill plan as well as Trail Master Plan.
- We have been working on bids for outsourcing mowing costs.

Parks & Recreation Board Update

- Our February Park Board Meeting met via Zoom on Monday, February 1st at 6pm.
- Planning a Easter Egg Hunt Event sponsored by Bella Homes, April 3rd.
- Working on creating a Summer running club for kids.
- Prairiefest planning has started.
- Started working on Summer Program Planning.

Tree Board Update

- Tree Board did not meet in February due to Heather's quarantine. The next Tree Board meeting is set for March 15th at 6pm.

February 2021 Public Works Report

Public Works

- Worked on the department budget.
- Worked on CIP for the current 20/21 and 21/22.
- Worked on tree removals with Pitts tree service. 90% of the trees that needed removed have been taking down and those stumps have already been ground. Once we finish with the rest of the removals, we will start grinding the stumps on the trees that the City staff removed and when weather permits will fill all the stumps removals with black soil and seed. The trees that City staff assumed removals on have all been removed.
- Working with Alliant on gas change out project. Alliant has a two-year project on replacing most of the existing gas lines in the city to upgrade size in lines and pressures. They will do the South side of highway 69 this summer and will do the North side of the highway next summer. It will be quite an undertaking and we will be working with their contractors on a daily basis to make sure that all of the city services are marked and protected. Anything that is hit will be repaired with City specs. by the contractor or designee and all repairs will be inspected by city staff.
- Have been reviewing and commenting on some commercial site plans that have been very interesting and kind of out of the ordinary on what we have ever seen in the past.
- Been working with the City engineers on the water plant expansion design and have been visiting with and looking at various types of equipment with equipment reps.
- Evaluating and working with engineering on 20/21 street projects.
- I hope to have the streetlight fixtures that go over the traffic signals delivered this week and have them all replaced and working by the second week in March. These have been back ordered for quite some time due to COVID-19.
- Review and comment on sidewalk infill and trails.

Streets

- We accumulated 526.25 hours into snow removal this season, with four full time employees and one part time employee that helped on at least four of the snow events.
- For the month of February, we used 422.2 gallons of diesel for snow removal.
- We have used roughly 54,542 pounds of salt and sand this snow season.
- We have used 800 gallons of brine this snow season.
- Filled potholes when they were visible before they got to out of hand.
- Serviced and looked over all dump trucks and snow removal equipment.
- Looked over and serviced all mowers to make sure they are ready to go for the mowing season.
- Been cleaning up some trees in the city's right of ways.
- Met with engineers to start planning for this season's street repair projects.

Wastewater

- We have spent a lot of time dealing with snow removal which has slowed down some of our winter maintenance.

- Our old camera trailer will no longer record or be able to add any comments as the video overlay card on the camera unit has gone bad. We have received the control unit back from getting the video overlay replaced but it still has issues. It is currently down at Mid-Iowa to be repaired and will hopefully pick it up this week. The new camera trailer that was included in the FY 19/20 CIP but waited on to hold funds in reserve during the FY 20/21 budget process, is awaiting one final bid.
- The fence that was damaged by the Derecho has been repaired by American fence.
- We have been in close communication with CMC. Their loadings have come down but continue to drive the BOD up more than normal. We will be meeting with them next week to inspect the evaporator. They are being billed according to their pretreatment agreement.
- We have been doing a lot of general maintenance and cleaning/organizing around the plant and building.
- The issues with the new dialers at the Westview lift station and north lift station seem to have been fixed since they have installed the larger antennas.
- We have been getting out and checking manholes and jetting lines when the weather permits.
- We had some pumps freeze up during the very cold weather we had but since it has started to warm up they have since thawed and have been working well. This was the only real issues we had with the severe cold.
- Jake Hermanson recently passed his Grade 1 water treatment exam. AJ hopes to test for his grade 3 as soon as the IDNR gives him the go ahead and gets it scheduled.
- We had an alarm at the Westview lift station for low coolant temperature on the generator. After inspection of the generator, we found that it did not have a block heater installed. We had Cummins out and they installed the heater under warranty.
- AJ and Jake will be out checking all the manholes for any issues within the coming weeks.
- AJ has been going through some of the previous superintendents MOR files to make sure all information is up to date and accessible when needed by the staff, public or IDNR staff.

Water

- In the month of February, the Huxley Water Plant treated 6,697,000 gallons of water. A maximum of 271,000 gallons of water per day, and a minimum of 208,000 gallons per day, and average daily treated water of 239,000 gallons per day.
- Keith and Jake replaced the rotary assembly on high service pump number 1? The impeller was just about gone. We were all surprised that it even pumped at all in the condition the impeller was in. It was running around 650 GPM's and it is back up to 950 GPM's.
- The fence around the electrical transformer at the old water plant has been replace this past week that was damaged from the derecho.

- The brine tank plugged with fine sand and would not allow the brine solution to get to the brine pump to be pumped to the softeners. Keith had to have Accu-Jet bring their vac truck to vacuum the sand out there was 2 to 3 foot of sand in the bottom of the tank. We normally do this every other year in summer before it plugs but with the derecho storm, we didn't get it done as planned and we assumed the salt was a little dirtier than it usually is that contributed to the problem sooner than later.
- We replaced a static mixing spool off of the softeners effluent pipe that was restricting the flow from the low service pumps. The caustic had built up inside of the mixing spool like concrete restricting the flow, it is now back to normal flow again.
- Our radio read system for the water meters (Itron) has switched suppliers and will no longer let badger meters be sold with Itron radio heads, so we are going to try Neptune meters that have the current radio assemblies on them that we currently use. Neptune have been around a long time and are a reputable product and are just as good as the badger meter. Our handheld receiver is obsolete now but still works fine and we will be able to read the current meters and the new Neptune meters for now. We will be budgeting for the new hardware to upgrade the reading system.
- Keith and I have been meeting with engineers on the water plant expansion project. We will be doing a pilot study on the Desilitech RO system. It should be delivered next week, and we will have to run it for 90 days to see how it reacts to our well water and how well it will treat our water. Should be interesting and exciting on how well it will perform.