



CITY COUNCIL MEETING NOTICE

TUESDAY APRIL 27, 2021 6:00 P.M.

CITY COUNCIL CHAMBERS

AGENDA

1. ROLL CALL

2. APPROVE AGENDA AS PRESENTED AND/OR AMENDED

3. PRESENTATION/RECOGNITION

- a. Holmes Murphy-Iowa Governmental Health Plan Renewal
- b. Faller, Kincheloe & Co., PLC-FY 2021 Audit

4. PUBLIC COMMENT (5 MINUTE TIME LIMIT FOR ITEMS NOT ON THIS AGENDA)

5. PUBLIC HEARINGS

- a. Resolution No. 21-033 Open and Close Hearing on Rezoning of Blue Sky Residential: A-1 and M-1 to R-1
 - i. First Reading of Ordinance 515
- b. Resolution No. 21-034 Open and Close Hearing on Rezoning of Toy Box Storage Industrial: R-1 to M-1
 - i. First Reading of Ordinance 516

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 April 13, 2021 Regular Meeting
- b. Approve Payment of Bills and Treasurer's Report
- c. Approve Cigarette Permits for Casey's North, Casey's South and Kum & Go
- d. Second Reading Ordinance No. 512 Fire and Rescue Department Request Waiver of Third Reading
- e. Second Reading Ordinance No. 513 Traffic Signage Request Waiver of Third Reading
- f. Motion to Approve Repair Work for 1998 Spartan Motors Firetruck
- g. Approve Resolution No. 21-033 Renewal of City Medical, Dental and Vision Insurance
- h. Approve Resolution No. 21-034 East 1st Street Project Notice to Proceed, Contract, Bonds and Authorizing Mayor to Execute
- i. Approve Resolution No. 21-035 Set Public Hearing for Meadow Lane Investments, LLC Annexation
- j. Approve Resolution No. 21-036 Engineering Services Agreement with V & K for the Iowa Department of Transportation I-35 Widening Project

7. BUSINESS ITEMS

- a. Approve Resolution No. 21-037 Kreg Tool Donation
- b. Approve Resolution No. 21-038 Toy Box Storage Site Plan
- c. First Reading Ordinance No. 518 City of Huxley Supplemental Specifications
- d. Approve Resolution No. 21-039 Iowa Economic Development Authority-Iowa Downtown Resource Center for Main Avenue Assessment and Stakeholder Participation Process

8. INFORMATIONAL ITEMS

- a. Review Construction Site Erosion Control Ordinance Development Information
- b. Update on Purchasing Policy
- c. Financial Software Update

9. CITY ADMINISTRATOR AND DIRECTOR REPORTS

10. MAYOR AND COUNCIL REPORTS

11. ADJOURNMENT

12. WORKSESSION FY 2022 Capital Improvement Plan, Sidewalk Infill Follow Up, Trails Master Plan Update, Story County Water Monitoring Contribution, CMC Follow Up, Story County Housing Trust Contribution, Cambridge Police Contract

UPCOMING WORK SESSION TOPICS

Development Agreements and Tax Increment
Economic Development Incentives-Priority Corridors and Programs
Sanitary Sewer Service Area Study
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.

COUNCIL COMMUNICATION

AGENDA HEADING:

Presentation by Holmes Murphy and Associates on Employee Health, Dental, and Vision Insurance Plan Renewals

SUBMITTED BY: Rita Conner, City Administrator

SYNOPSIS:

Account Executives from Holmes Murphy and Associates will provide an overview on the City's annual insurance renewal proposal, which will occur July 1, 2021. There will be no change in the Delta Dental and Avesis (vision) insurance rates with this renewal. The Iowa Governmental Healthcare Plan (IGHCP) that the City of Huxley is part of will renew with Wellmark for health insurance at a 0% increase and the Deductible will change from \$1000 to \$500.

Additional information is below and in the attachments.

ADDITIONAL INFORMATION:

- The City of Huxley joined IGHCP Trust on 1/1/2018 and implemented partial self-funding.
- Current balance in Huxley's PSF account is \$108,389.89 as of March 1, 2021.
- There is discussion on possibly using some of the funds in the PSF account to provide Family Memberships to the 3C's to City of Huxley Employees at no cost. Currently, the City provides free membership to Employees, but not spouse or family.

ADMINISTRATOR RECOMMENDATION: APPROVAL

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- Proceed with renewal on July 1, 2021.

RESOLUTION NO. 21 -033

**RESOLUTION APPROVING HEALTH CARE, DENTAL, & VISION PLAN
RENEWALS AS PRESENTED FROM HOLMES MURPHY AND ASSOCIATES, THE
ACTING AGENT ON BEHALF OF THE CITY OF HUXLEY**

WHEREAS, the City of Huxley was desirous to review the health care offerings to its employees;
and

WHEREAS, Holmes Murphy and Associates reviewed our plans and provided advisement and information on the City's options, which will be presented at the April 27, 2021 Council meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HUXLEY, IOWA, that the City Council of the City of Huxley, Iowa has reviewed the proposal from Holmes Murphy and Associates and renews the City's plans as of July 1, 2021 for twelve (12) months with IGHCP Trust with Wellmark Blue Choice, Delta Dental, & Avesis.

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

PASSED, ADOPTED AND APPROVED this 27th day of April 2021.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 21 - 033** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 27th day of April 2021.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk



Delta Dental of Iowa Renewal Financial Exhibit

Employer: CITY OF HUXLEY
 Contact Name: LISA WHEELER
 Contact Email: LWHEELER@HUXLEYIOWA.ORG
 Contract Period: Jul 1 2021 to Jun 30 2022

Group Number: 1-30475-1

Representative: HOLMES MURPHY & ASSOCIATES

CURRENT BENEFIT PLAN			MONTHLY DELTA DENTAL RATES		
Plan Code	*PREMIER PLAN B PRIME W ORTHO	Delta Dental Premier®	Non Par		
				Current	Renewal
				Contracts	
Annual Deductible:				Single	\$38.86
Per Person				Emp/Spouse	\$79.10
Per Family				Emp/Child(ren)	\$86.26
Deductible Applies to Diagnostic and Preventive				Family	\$133.40
Coinsurance Paid by Delta:					
Diagnostic and Preventive					
Basic					
Posterior Composites					
Endodontics					
Periodontics					
Major Restorative					
Prosthetic Repairs and Adjustments					
Prosthetics					
Orthodontics					
Annual Benefit Maximum Per Person					
Orthodontic Lifetime Maximum					
Annual Maximum Carryover - To Go SM					
*This is a summary of your benefits. Please see your Benefit Certificate for a full description of benefits.					

Changing Benefit Plan?

If you would like to change your plan, please indicate the new plan code/name: _____

After receiving your request for changes, an updated Financial Exhibit will be provided.

E-mail: TeamReNEW@deltadentalia.com
 Fax: 888-337-5157
 Phone: 877-423-3582, ext. 5

Important Message: Eligibility and contribution information impacts your rates. This form must be signed, completed and returned.

Percent of Premium Contributed by Employer: Single: _____ Family: _____ Total Employees Eligible for Dental Benefits: _____

Total Eligible Employees with Coverage Elsewhere: _____ Name and Email address for Billing Contact: _____

Name and Email address for Group Administrator: _____ Group Administrator Signature: _____ Date: _____

CITY COUNCIL COMMUNICATION

AGENDA HEADING:

Public Hearing and Approving First Reading of Ordinance 515 Blue Sky Commons Residential Rezoning A-1 and M-1 to R-1

SUBMITTED BY

Rita Conner, City Administrator

SYNOPSIS:

Von Houweling, CD II (Don Von Houweling, 14427 Wilden Drive Urbandale, Iowa 50323) has submitted a rezoning request for approximately 33.17 acres in the Blue Sky Commons development, north west of the Blue Sky Commons Business Park. A link to the property is found below.

<https://beacon.schneidercorp.com/Application.aspx?AppID=165&LayerID=2145&PageTypeID=1&PageID=1110&KeyValue=1430100110>

The rezoning proposes to change the existing zoning of the property from A-1 and M-1 to R-1 for future residential development. The Planning & Zoning Commission met April 19 and recommended approval of the rezoning proposal to Council.

Additional information is below and in the attachments.

ADDITIONAL INFORMATION:

- Adjacent owners within 200' have been notified of the proposed rezoning and provided the ability to attend the public hearings at both Planning & Zoning Commission and Council.
- The 2013 Comprehensive Plan shows this area as low density residential and open space, which would conform with the rezoning proposal.
- The owner has intended to pursue residential development of the property for a number of years and has shared that intent with the City.
- Future processes will include the review of subdivision and plat information.

ADMINISTRATOR RECOMMENDATION: Approval

BOARD, COMMISSION OR COUNCIL PRIOR ACTIONS: YES

- Past incorporation of property, initial rezoning
- April 19 Planning & Zoning Commission meeting

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- Ordinance readings
- Review of plat information and subdivision development at a future date.

RESOLUTION NO. 21-033

Open and Close Public Hearing for the Blue Sky Residential Rezoning from A-1 and M-1 to R-1

WHEREAS, Van Houweling, CD II has submitted application for the rezoning of approximately 33.17 acres of land in the Blue Sky Commons area; and

WHEREAS, the City is required to conduct a public hearing on the proposed rezoning to allow for public comment; and

WHEREAS, Van Houweling , CD II has submitted materials demonstrating the area proposed for rezoning from A-1 and M-1 to R-1 and provided information on property owners within 200'; and

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

WHEREAS, information on the proposed rezoning has been 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.

WHEREAS, the Planning & Zoning Commission held a public hearing on the proposed rezoning April 19 and voted to recommend approval of the rezoning proposal to City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HUXLEY, IOWA, that the Huxley City Council has conducted the public hearing on the proposed Blue Sky Residential Rezoning from A-1 and M-1 to R-1.

PASSED AND APPROVED this 27th day of April 2021.

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

PASSED, ADOPTED AND APPROVED this 27th day of April 2021.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 21-033** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 27th day of April 2021

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

ORDINANCE NO. 515

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY
OF HUXLEY, IOWA, BY REZONING PROPERTY OWNED BY VAN
HOUWELING, CD II FROM FROM A-1 (AGRICULTURAL) AND M-1
(INDUSTRIAL) TO R-1 (SINGLE FAMILY LOW DENSITY
RESIDENTIAL).**

WHEREAS, on the 19th day of April 2021, the Planning and Zoning Commission of the City of Huxley, Iowa, recommended to the City Council that the below described property be considered for rezoning from A-1 (Agricultural) and M-1 (Industrial) to R-1 (Single Family Low Density Residential); and

WHEREAS, on the 27th day of April 2021, after due notice and hearing as provided by law, the City Council now deems it reasonable and appropriate to rezone said property.

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

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

A PART OF THE NORTHWEST FRACTIONAL ¼ OF THE NORTHWEST FRACTIONAL ¼ OF SECTION 30 AND A PART OF THE SOUTHWEST FRACTIONAL 1/4 OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 19 LOCATED SOUTH OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT-OF-WAY ALL IN TOWNSHIP 82 NORTH, RANGE 23 WEST OF THE 5TH P.M. NOW INCLUDED IN AND FORMING A PART OF THE CITY OF HUXLEY, STORY COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 30; THENCE NORTH 0° 00' 01" EAST ALONG THE WEST LINE OF SAID NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 30, A DISTANCE OF 1,324.01 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 30 AND BEING THE SOUTHWEST CORNER OF SAID SOUTHWEST FRACTIONAL 1/4 OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 19; THENCE NORTH 0° 05' 19" EAST ALONG THE WEST LINE OF SAID SOUTHWEST FRACTIONAL 1/4 OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 19, A DISTANCE OF 98.43 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT-OF-WAY; THENCE NORTH 84° 12' 20" EAST ALONG SAID SOUTH LINE 510.44 FEET; THENCE NORTH 5° 47' 30" WEST CONTINUING ALONG SAID SOUTH LINE 15.00 FEET; THENCE NORTH 84° 12' 29" EAST CONTINUING ALONG SAID SOUTH LINE 712.82 FEET; THENCE SOUTH 19° 26' 20" WEST 516.42 FEET; THENCE SOUTH 9° 02' 08" EAST 294.68 FEET; THENCE SOUTH 31° 58' 22" WEST 709.85 FEET; THENCE SOUTH 20° 07' 18" WEST

194.13 FEET TO THE SOUTH LINE OF SAID NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 30; THENCE NORTH 89° 51' 24" WEST ALONG SAID SOUTH LINE OF THE NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 30, A DISTANCE OF 647.41 FEET TO THE POINT OF BEGINNING AND CONTAINING 33.17 ACRES (1,444,842 S.F.).

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

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

PASSED AND APPROVED this _____ day of _____, 2021.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

Publication Date: _____

Record Of Vote of Ordinance No. 515

First Reading _____ (Date)

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

Second Reading _____ (Date)

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

Third Reading _____ (Date)

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

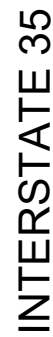
STATE OF IOWA
COUNTY OF STORY
CITY OF HUXLEY

SS:

I, the undersigned, City Clerk of the City of Huxley, Iowa, do hereby certify that the attached is a true, correct and complete copy of all the records of the City Council of the City relating to the adoption of an ordinance entitled "Ordinance No. 515. An Ordinance Amending Chapter 165 of the Huxley Municipal Code of Iowa.

WITNESS MY HAND this ____ day of _____, 20121.

Jolene Lettow, City Clerk



A PART OF THE NORTHWEST FRACTIONAL ¼ OF THE NORTHWEST FRACTIONAL ¼ OF SECTION 30 AND A PART OF THE SOUTHWEST FRACTIONAL ¼ OF THE SOUTHWEST FRACTIONAL ¼ OF SECTION 19 LOCATED SOUTH OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT-OF-WAY ALL IN TOWNSHIP 82 NORTH, RANGE 23 WEST OF THE 5TH P.M. NOW INCLUDED IN AND FORMING A PART OF THE CITY OF HUXLEY, STORY COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

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PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

OWNER

VAN HOUWELING, CD II
14427 WILDEN DR
URBANDALE, IA 50323
CONTACT: DON VAN HOUWELING
PHONE: 515-465-5681

DEVELOPER

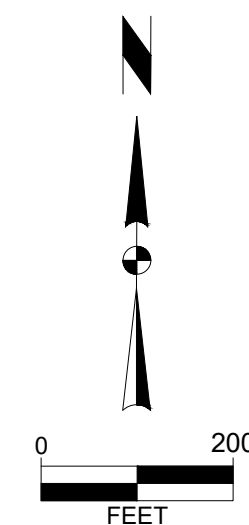
INTERSTATE LAND PROPERTIES, LLC
14427 WILDEN DR
UBANDALE, IA 50323
CONTACT: DON VAN HOUWELING
PHONE: 515-465-5681

ZONING

EXISTING: A-1 AGRICULTURE HOLDING DISTRICT
M-1 INDUSTRIAL DISTRICT
PROPOSED: R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT

ADJACENT OWNERS

1. PERSEVERANCE, LLC
#19313-COWNIE FARM
PO BOX 542016
OMAHA, NE 68154-8016
2. STORY COUNTY CONSERVATION BOARD
56461 180TH ST
AMES, IA 50010
3. VAN HOUWELING, CD II
14427 WILDEN DR
URBANDALE, IA 50323
4. 3-D PARTNERS, LLC
1545 BLUE SKY BLVD
HUXLEY, IA 50124
5. INTERSTATE LAND PROPERTIES, LLC
14427 WILDEN DR
URBANDALE, IA 50323
6. CHARLES & SHARON BOWERS
32310 560TH AVE
HUXLEY, IA 50124
7. LEONARD LARSON
56892 HIGHWAY 210
CAMBRIDGE, IA 50046-8585



HUXLEY, IA

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

BLUE SKY COMMONS

REZONING MAP

SNYDER & ASSOCIATES, INC.



Project No: 121.0211

Sheet C100

NOTICE OF PUBLIC HEARINGS OF THE PLANNING & ZONING COMMISSION AND CITY COUNCIL ON THE REZONING OF CERTAIN PROPERTY OWNED BY VAN HOUWELING, CD II FROM AGRICULTURE HOLDING DISTRICT (A-1) AND INDUSTRIAL DISTRICT (M-1) TO SINGLE FAMILY RESIDENTIAL (R-1) CLASSIFICATION IN THE CITY OF HUXLEY, IOWA

TO: ALL CITIZENS AND RESIDENTS OF THE CITY OF HUXLEY, IOWA, AND TO ALL OTHER PERSONS WHO MAY BE ENTITLED TO NOTICE OF A PUBLIC HEARING ON THE REZONING OF PROPERTY IN THE CITY OF HUXLEY, IOWA.

YOU ARE HEREBY NOTIFIED that the Planning & Zoning Commission and City Council are considering the rezoning of certain property in the City of Huxley, Iowa:

A-1 & M-1 ZONING – A PART OF THE NORTHWEST FRACTIONAL $\frac{1}{4}$ OF THE NORTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 30 AND A PART OF THE SOUTHWEST FRACTIONAL $\frac{1}{4}$ OF THE SOUTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 19 LOCATED SOUTH OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT-OF-WAY ALL IN TOWNSHIP 82 NORTH, RANGE 23 WEST OF THE 5TH P.M. NOW INCLUDED IN AND FORMING A PART OF THE CITY OF HUXLEY, STORY COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST FRACTIONAL $\frac{1}{4}$ OF THE NORTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 30; THENCE NORTH $0^{\circ} 00' 01''$ EAST ALONG THE WEST LINE OF SAID NORTHWEST FRACTIONAL $\frac{1}{4}$ OF THE NORTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 30, A DISTANCE OF 1,324.01 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST FRACTIONAL $\frac{1}{4}$ OF THE NORTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 30 AND BEING THE SOUTHWEST CORNER OF SAID SOUTHWEST FRACTIONAL $\frac{1}{4}$ OF THE SOUTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 19; THENCE NORTH $0^{\circ} 05' 19''$ EAST ALONG THE WEST LINE OF SAID SOUTHWEST FRACTIONAL $\frac{1}{4}$ OF THE SOUTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 19, A DISTANCE OF 98.43 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT-OF-WAY; THENCE NORTH $84^{\circ} 12' 20''$ EAST ALONG SAID SOUTH LINE 510.44 FEET; THENCE NORTH $5^{\circ} 47' 30''$ WEST CONTINUING ALONG SAID SOUTH LINE 15.00 FEET; THENCE NORTH $84^{\circ} 12' 29''$ EAST CONTINUING ALONG SAID SOUTH LINE 712.82 FEET; THENCE SOUTH $19^{\circ} 26' 20''$ WEST 516.42 FEET; THENCE SOUTH $9^{\circ} 02' 08''$ EAST 294.68 FEET; THENCE SOUTH $31^{\circ} 58' 22''$ WEST 709.85 FEET; THENCE SOUTH $20^{\circ} 07' 18''$ WEST 194.13 FEET TO THE SOUTH LINE OF SAID NORTHWEST FRACTIONAL $\frac{1}{4}$ OF THE NORTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 30; THENCE NORTH $89^{\circ} 51' 24''$ WEST ALONG SAID SOUTH LINE OF THE NORTHWEST FRACTIONAL $\frac{1}{4}$ OF THE NORTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 30, A DISTANCE OF 647.41 FEET TO THE POINT OF BEGINNING AND CONTAINING 33.17 ACRES (1,444,842 S.F.).

-to-

R-1 ZONING- A PART OF THE NORTHWEST FRACTIONAL $\frac{1}{4}$ OF THE NORTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 30 AND A PART OF THE SOUTHWEST FRACTIONAL $\frac{1}{4}$ OF THE SOUTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 19 LOCATED SOUTH OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT-OF-WAY ALL IN TOWNSHIP 82 NORTH, RANGE 23 WEST OF THE 5TH P.M.

NOW INCLUDED IN AND FORMING A PART OF THE CITY OF HUXLEY, STORY COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 30; THENCE NORTH 0° 00' 01" EAST ALONG THE WEST LINE OF SAID NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 30, A DISTANCE OF 1,324.01 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 30 AND BEING THE SOUTHWEST CORNER OF SAID SOUTHWEST FRACTIONAL 1/4 OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 19; THENCE NORTH 0° 05' 19" EAST ALONG THE WEST LINE OF SAID SOUTHWEST FRACTIONAL 1/4 OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 19, A DISTANCE OF 98.43 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT-OF-WAY; THENCE NORTH 84° 12' 20" EAST ALONG SAID SOUTH LINE 510.44 FEET; THENCE NORTH 5° 47' 30" WEST CONTINUING ALONG SAID SOUTH LINE 15.00 FEET; THENCE NORTH 84° 12' 29" EAST CONTINUING ALONG SAID SOUTH LINE 712.82 FEET; THENCE SOUTH 19° 26' 20" WEST 516.42 FEET; THENCE SOUTH 9° 02' 08" EAST 294.68 FEET; THENCE SOUTH 31° 58' 22" WEST 709.85 FEET; THENCE SOUTH 20° 07' 18" WEST 194.13 FEET TO THE SOUTH LINE OF SAID NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 30; THENCE NORTH 89° 51' 24" WEST ALONG SAID SOUTH LINE OF THE NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 30, A DISTANCE OF 647.41 FEET TO THE POINT OF BEGINNING AND CONTAINING 33.17 ACRES (1,444,842 S.F.).

LAYMAN'S DESCRIPTION:

Located on 560th Avenue, south of the Heart of Iowa Trail and in-between Sand Cherry Lane and Blue Sky Blvd.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that a virtual hearing before the Planning & Zoning Commission to consider rezoning in light of the requested rezoning has been set to commence on the 19th day of April 2021 at 6 p.m. at which time and place any person wishing to speak for or against said rezoning will be given the opportunity to be heard. Zoom information is located below. The formal hearing is set to commence on the 27th of April at 6 p.m. in the Huxley City Council Chambers located at 515 N Main Avenue.

Zoom Meeting Information:

<https://zoom.us/j/99198672143>

Call in: 312-626-6799

Meeting ID: 991 9867 2143

CITY COUNCIL COMMUNICATION

AGENDA HEADING:

Toy Box Industrial Rezoning R-1 to M-1 and Site Plan

SUBMITTED BY

Rita Conner, City Administrator

SYNOPSIS:

Philip and Kristina Brekke (203 Campus Avenue Huxley, Iowa 50124) have submitted a rezoning request and site plan for the expansion of their outdoor storage business. A link to the property is found below.

<https://beacon.schneidercorp.com/Application.aspx?AppID=165&LayerID=2145&PageTypeID=1&PageID=1110&KeyValue=1326220110>

The business provides outdoor storage for items such as boats, campers and trailers, and is directly adjacent to the family home. The rezoning proposes to take a portion of the lot where the home is located and change the zoning from R-1 to M-1 to allow for the expansion of the business. The Planning & Zoning Commission held a public hearing for the rezoning on April 19 and recommended approval by City Council, along approval of the site plan with the waiver requests that were submitted by the applicant for landscaping, parking islands and the use of asphalt millings for parking surface.

Additional information is below and in the attachments.

ADDITIONAL INFORMATION:

- Adjacent owners within 200' have been notified of the rezoning and provided the ability to attend the public hearing.
- The 2013 Comprehensive Plan shows this area as industrial while also accounting for the existing residential use, which is consistent with the rezoning request.

ADMINISTRATOR RECOMMENDATION: APPROVAL

BOARD, COMMISSION OR COUNCIL PRIOR ACTIONS: YES

- Initial site plan approval
- April 19, 2021 Planning & Zoning Commission recommendation to approve

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- Issuance of permits as applicable
- Certificate of occupancy

RESOLUTION NO. 21-034

Open and Close Public Hearing for the Toy Box Storage Industrial Rezoning from R-1 to M-1

WHEREAS, Phillip and Kristina Brekke have submitted application for the rezoning of 203 Campus Avenue;
and

WHEREAS, the City is required to conduct a public hearing on the proposed rezoning to allow for public comment; and

WHEREAS, Phillip and Kristina Brekke have submitted materials demonstrating the area proposed for rezoning from R-1 to M-1 and provided information on property owners within 200'; and

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

WHEREAS, information on the proposed rezoning has been 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.

WHEREAS, the Planning & Zoning Commission held a public hearing on the proposed rezoning April 19 and voted to recommend approval of the rezoning proposal to City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HUXLEY, IOWA, that the Huxley City Council has conducted the public hearing on the proposed Toy Box Industrial Rezoning from R-1 to M-1.

PASSED AND APPROVED this 27th day of April 2021.

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

PASSED, ADOPTED AND APPROVED this 27th day of April 2021.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 21-034** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 27th day of April 2021

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

RESOLUTION NO. 21-038

RESOLUTION APPROVING TOY BOX STORAGE SITE PLAN

WHEREAS, Phillip and Kristina Brekke have submitted site plan materials for City of Huxley review for the expansion of Toy Box Storage, M-1 zoning district and;

WHEREAS, the Planning & Zoning Commission reviewed and recommended Council approval of the plans for the project with the waivers of landscaping, parking islands and hard surface requirements at their April 19, 2021 meeting and;

WHEREAS, the rezoning of the property for the expansion of the storage lot is included on this agenda.

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

Approval of the Toy Box Storage site plan with the waiver of landscaping, parking islands and allowing asphalt millings to be utilized for lot parking surface.

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

PASSED, ADOPTED AND APPROVED this 27th day of April 2021.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 21-038** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 27th day of April 2021.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

**NOTICE OF PUBLIC HEARINGS OF THE PLANNING & ZONING COMMISSION AND CITY
COUNCIL ON THE REZONING OF CERTAIN PROPERTY OWNED BY PHILIP & KRISTINA
BREKKE FROM SINGLE FAMILY RESIDENTIAL (R-1) TO INDUSTRIAL (M-1)
CLASSIFICATION IN THE CITY OF HUXLEY, IOWA**

TO: ALL CITIZENS AND RESIDENTS OF THE CITY OF HUXLEY, IOWA, AND TO ALL OTHER PERSONS WHO MAY BE ENTITLED TO NOTICE OF A PUBLIC HEARING ON THE REZONING OF PROPERTY IN THE CITY OF HUXLEY, IOWA.

YOU ARE HEREBY NOTIFIED that the Planning & Zoning Commission and City Council are considering the rezoning of certain property in the City of Huxley, Iowa:

R-1 ZONING – Except the west 25 feet and except the east 220 feet. Lots 1, 2, and the north 49.2 feet measured on the east line and the north 42.6 feet measured on the west line of lot 3, all in O. M. Johnson's addition to the town of Huxley.

-to-

M-1 ZONING- Except the west 25 feet and except the east 220 feet. Lots 1, 2, and the north 49.2 feet measured on the east line and the north 42.6 feet measured on the west line of lot 3, all in O. M. Johnson's addition to the town of Huxley.

LAYMAN'S DESCRIPTION:

203 Campus Ave, Huxley Iowa 50124

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that a virtual hearing before the Planning & Zoning Commission to consider rezoning in light of the requested rezoning has been set to commence on the 19th day of April 2021 at 6 p.m. at which time and place any person wishing to speak for or against said rezoning will be given the opportunity to be heard. Zoom information is located below. The formal hearing is set to commence on the 27th of April at 6 p.m. in the Huxley City Council Chambers located at 515 N Main Avenue.

Planning & Zoning Zoom Meeting Information:

<https://zoom.us/j/99198672143>

Call in: 312-626-6799

Meeting ID: 991 9867 2143

ORDINANCE NO. 516

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY
OF HUXLEY, IOWA, BY REZONING PROPERTY OWNED BY PHILLIP
AND KRISTINA BREKKE FROM FROM R-1 (SINGLE FAMILY LOW
DENSITY RESIDENTIAL) TO M-1 (INDUSTRIAL).**

WHEREAS, on the 19th day of April 2021, the Planning and Zoning Commission of the City of Huxley, Iowa, recommended to the City Council that the below described property be considered for rezoning from R-1 (Single Family Low Density Residential) to M-1 (Industrial); and

WHEREAS, on the 27th day of April 2021, after due notice and hearing as provided by law, the City Council now deems it reasonable and appropriate to rezone said property.

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

Section 1: That the Municipal Code of the City of Huxley, Iowa, be and it is hereby amended by rezoning from the present R-1 (Single Family Low Density Residential) to M-1 (Industrial) for the following described real property:

203 Campus Avenue, Huxley, Iowa 50124 (Except W 25' & Except E220') Lots 1, 2 and N 49.2' on E line and N 42.6' on W line of Lot 3, O. M. Johnson's Addition to the Town of Huxley

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

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

PASSED AND APPROVED this _____ day of _____,
2021.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

Publication Date: _____

Record Of Vote of Ordinance No. 516

First Reading _____ (Date)

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

Second Reading _____ (Date)

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

Third Reading _____ (Date)

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

STATE OF IOWA
COUNTY OF STORY
CITY OF HUXLEY

SS:

I, the undersigned, City Clerk of the City of Huxley, Iowa, do hereby certify that the attached is a true, correct and complete copy of all the records of the City Council of the City relating to the adoption of an ordinance entitled "Ordinance No. 515. An Ordinance Amending Chapter 165 of the Huxley Municipal Code of Iowa.

WITNESS MY HAND this ____ day of _____, 20121.

Jolene Lettow, City Clerk

REQUEST FOR REZONING

ADJACENT OWNERSHIP WITHIN 250'

- ① COLLEGIATE CONCEPTS, INC.
PO BOX 66
ANKENY, IA 50021-0066
- ② HEDRICK COMMERCIAL PROPERTIES
104 CAMPUS DR
HUXLEY, IA 50124-9724
- ③ IES UTILITIES INC
PO BOX 77007
MADISON, WI 53707-1007
- ④ LAKESIDE CONTRACTORS, LLC
4850 TIMBER CREEK LN
AMES, IA 50010
- ⑤ DZ FLEX SPACE, LLC
2404 PARK DR
WEST DES MOINES, IA 50265
- ⑥ BONITA J & THOMAS R MENKEN, TRUSTEES
543 W TRACE DR
POLK CITY, IA 50226
- ⑦ JAMES A & SUSAN E DEVIG
406 W 1ST ST
HUXLEY, IA 50124-9740
- ⑧ TOY BOX STORAGE, LLC
203 CAMPUS AVE
HUXLEY, IA 50124
- ⑨ MR STORAGE, LC
506 E 1ST ST
HUXLEY, IA 50124
- ⑩ HUXLEY COOPERATIVE TELEPHONE CO
102 N MAIN ST
HUXLEY, IA 50124
- ⑪ DENNIS W & SHARON M HEINEN
304 SYCAMORE BLVD
HUXLEY, IA 50124

PARCELS WITHIN 250'

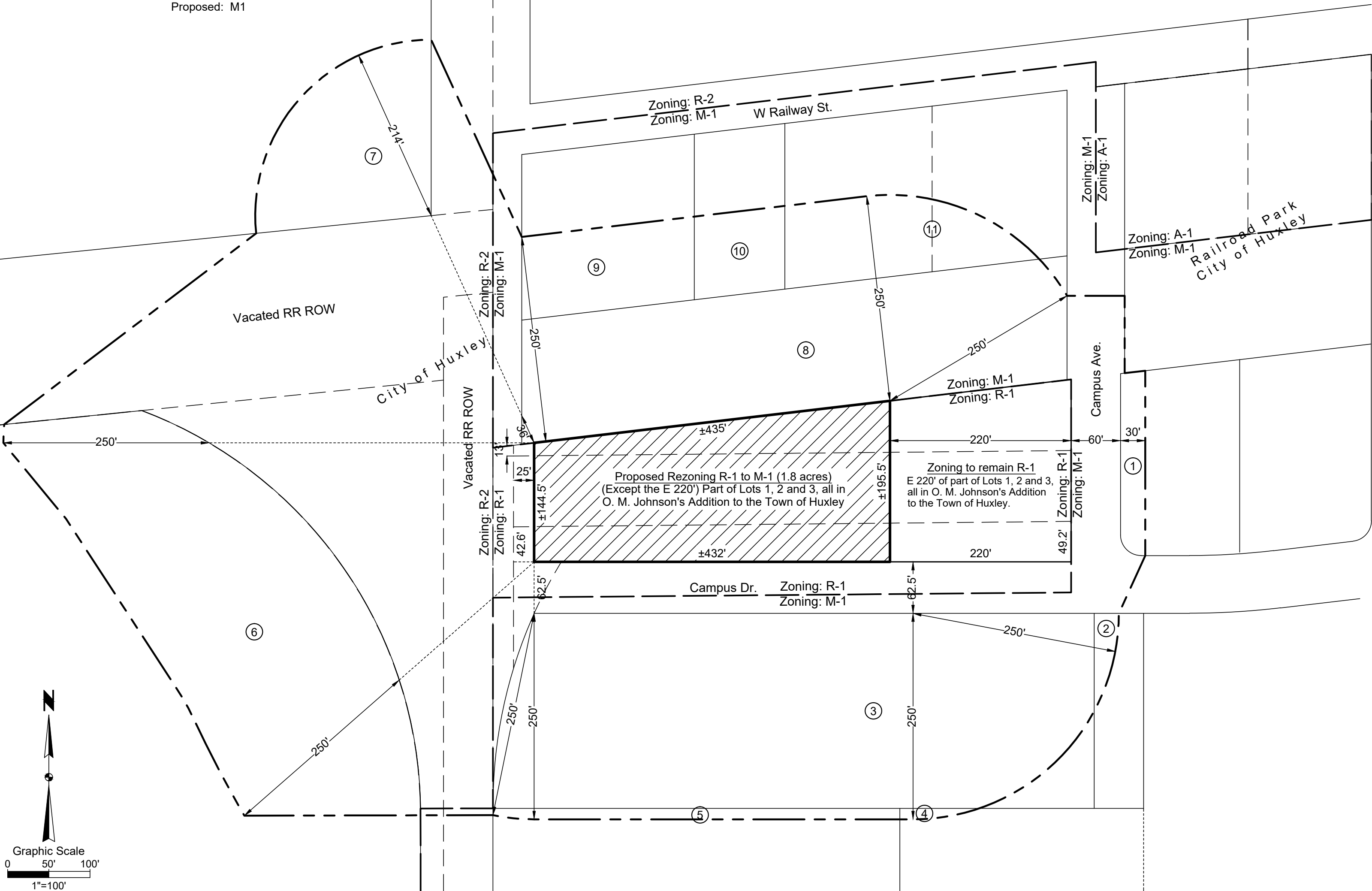
Owner	Acres within 250'	Area % within 250'	Consent % within 250'
1	0.150	1.30%	
2	0.055	0.48%	
3	3.740	32.33%	
4	0.021	0.18%	
5	0.149	1.29%	
6	2.997	25.91%	
7	0.876	7.57%	
8	2.274	19.66%	
9	0.486	4.20%	
10	0.255	2.20%	
11	0.564	4.88%	
Total	11.567	100.00%	

OWNER
PHILIP & KRISTINA BREKKE
203 CAMPUS AVE
HUXLEY, IA 50124

REZONING ADDRESS
203 CAMPUS AVENUE
HUXLEY, IA 50124

REZONING DESCRIPTION
(EXCEPT the West 25 feet and EXCEPT the East 220 feet) Lots 1, 2, and the North 49.2 feet measured on the East line and the North 42.6 feet measured on the West line of Lot 3, all in O. M. Johnson's Addition to the Town of Huxley.

ZONING
Existing.. : R1
Proposed: M1



Campbell Engineering & Surveying
301 NE Trilein Drive, Suite 1
Ankeny, Iowa 50021
Phone...: (515) 963-4385
E-mail.: info@cesiowa.com

REQUEST FOR REZONING (R-1 TO M-1)

203 Campus Avenue, Huxley, Iowa 50124
(EXCEPT W 25' & EXCEPT E 220') Lots 1, 2 and N 49.2' on E line and N 42.6' on W line of Lot 3, O. M. Johnson's Addition to the Town of Huxley.

Requested by: Scott Renaud (Renaud Engineering, LLC)
Owner.....: Philip & Kristina Brekke

FIELD WORK..		PROJECT #: REL2101
DRAWN BY..... BRC	1/5/2021	FILE #.....: RZ2101
REVISED BY..		SCALE
REVISED BY..		SHEET
REVISED BY..		VERT.: 1
REVISED BY..		HORIZ.: 1"=100' Of 1



HUXLEY
— HEART OF THE PRAIRIE —

Site Plan/Landscape Plan Application

Date submitted: _____

Board review date: _____

Property Owner: Toy Box Storage, LLC County Parcel Number: 1326221270
Property Address: 203 Campus Avenue 1326220110
Property zoning: Pending M-1
Legal description: Reference the rezoning plat for parcel legal description.

Site plan prepared by: Scott Renaud, P.E., Renaud Engineering LLC
Address: PO Box 662, Ames, Iowa 50010 or email renaudeng@gmail.com

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

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

Signed: [Signature] Date: 3/3/21

(City use only)

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

Decision of the board:

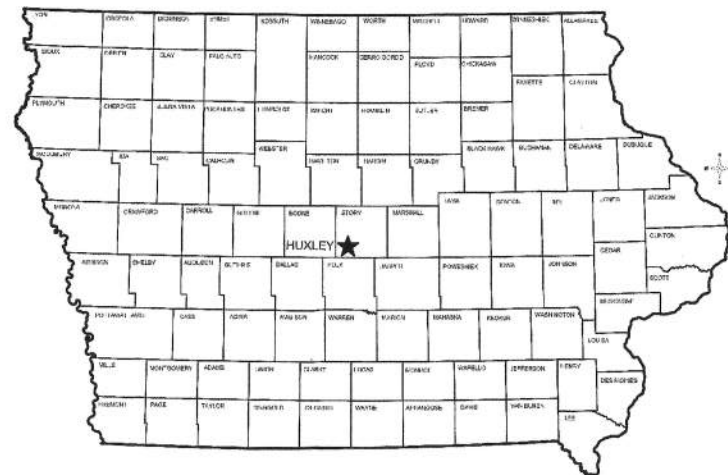
Decision of the council:

SITE DEVELOPMENT PLAN
FOR

TOY BOX STORAGE

203 CAMPUS AVENUE
HUXLEY, IOWA
2021

LOCATION MAP



INDEX OF SHEETS	
NO.	DESCRIPTION
G 1.1	COVER SHEET
G 1.2	GENERAL NOTES
G 1.3.1	STORMWATER POLLUTION PREVENTION PLAN - SWPPP
G 1.3.2	STORMWATER POLLUTION PREVENTION NOTES
G 1.4	PLAN DETAILS
S 1.0	EXISTING SITE CONDITIONS
S 1.1	LAYOUT AND DIMENSION PLAN
S 1.2	SITE GRADING PLAN
S 1.3	SITE UTILITY PLAN

UTILITY CONTACTS:

Street, Water & Sanitary Sewer: City of Huxley Public Works
Jeff Peterson, Public Works Director
Keith Vitthum
Phone 515-597-2256

Electric and Natural Gas: Alliant Energy
Jenni Kroneman
jennikroneman@alliantenergy.com
Phone 515-661-7297

Overhead Electric (High Voltage Lines west of site): ITC
Joe Beaver
jbeaver@itctransco.com
Frank Jennings
fjennings@itctransco.com

Communications: Huxley Communications
Brant Stumpfer
102 N. Main Avenue, Huxley, Iowa 50124
Office 515-597-2899

SITE PLAN DATA:

NAME OF PROJECT: Toy Box Storage, LLC

PROJECT ADDRESS: 203 Campus Avenue, Huxley, Iowa

OWNER: Philip & Kristine Brekke
Toy Box Storage, LLC
203 Campus Avenue
Huxley, Iowa 50124
Kristina Brekke - 515-291-7309
Kristina Brekke Email - kristina@toyboxstoragehuxley.com
Philip Brekke Email - pbrekke@gmail.com

APPLICANT: Philip & Kristine Brekke
Toy Box Storage, LLC
203 Campus Avenue
Huxley, Iowa 50124
Kristina Brekke - 515-291-7309
Kristina Brekke Email - kristina@toyboxstoragehuxley.com
Philip Brekke Email - pbrekke@gmail.com

PREPARED BY: Scott Renaud, P.E.
Renaud Engineering LLC
PO Box 662
Ames, Iowa 50010
Phone - (515) 418-1877
Email - renaudeng@gmail.com

LEGAL DESCRIPTION: Irregular parcel descriptions; reference Story County GIS
N. Parcel - Story County Parcel ID 1326221270
S. Parcel - Story County Parcel ID 1326220110

SITE AREA: 5.11 Acres
N. Parcel - 2.31 Acre
S. Parcel - 2.80 Acre

ZONING: M1 - Industrial (requested)

BULK REGULATIONS: Minimum Lot Area = 6,000 square feet
Minimum Lot Width = No specified
Minimum Front Yard = 25 feet
Minimum Side Yard = 10 feet
Minimum Rear Yard = 10 feet
Maximum Height = 60 feet
Corner setback requirements are not listed

ELEVATION DATUM: USGS

STORMWATER MANAGEMENT PLAN: Reference stormwater management plan provided.

PARKING REQUIREMENTS: Entire area is parking for storage. No parking requirement.

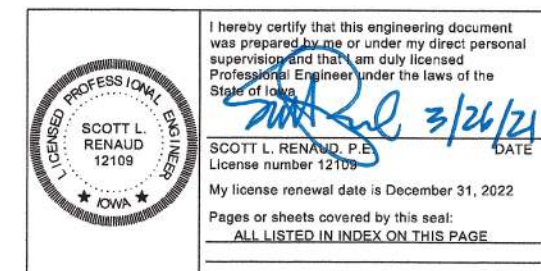
GREEN CALCULATIONS: Required greenspace required is 20%
Greenspace supplied = 44.76%

VARIANCES REQUESTED: 165.33.5.B To allow asphalt millings for pavement
167.05.2.E Waive interior landscaping requirements
167.05.3.B Waive exterior landscaping requirements



RENAUD Engineering LLC

PO Box 662
Ames, Iowa 50010
Phone 515-418-1877
Email renaudeng@gmail.com

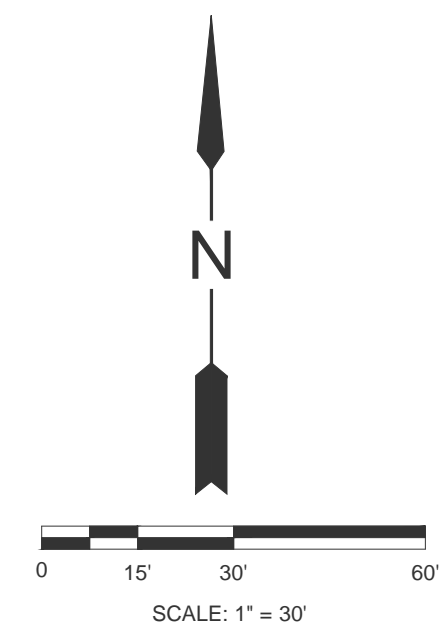


RENAUD Engineering LLC
PO Box 662
Ames, Iowa 50010
Phone 515-418-1877
Email renaudeng@gmail.com

COVER SHEET
TOY BOX STORAGE
203 CAMPUS AVENUE
HUXLEY, IOWA 50124

G 1.1

STOCKPILE EXCESS SOIL SEPARATE TOPSOIL
AND FILL MATERIAL. REUSE TOPSOIL AS NEEDED.
STABILIZE AND SEED AREA WHEN PROJECT GRADING
IS COMPLETE.

[illegible]

STORM WATER POLLUTION PREVENTION PLAN TOY BOX STORAGE 203 CAMPUS AVENUE HUXLEY, IOWA 50124	PROJECT NUMBER	SHEET	G 1.3.1	RENAUD Engineering LLC PO Box 662 Ames, Iowa 50010 Phone 515-418-1877 Email renaudeng@gmail.com				DATE	REVISION	DATE	BY
				DESIGNED:	SLR						
				DRAWN:	SRS						
				CHECKED:							
				LAST UPDATED:							
		03/08/2021									

1 STORMWATER POLLUTION PREVENTION PLAN

All contractors/subcontractors shall conduct their operations in a manner that minimizes erosion and prevents sediments from leaving the roadway right-of-way and prevents chemical contamination of soil and water. The property owner shall be responsible for compliance and implementation of the Pollution Prevention Plan (PPP) for their entire contract. This responsibility shall be further shared with subcontractors whose work is a source of potential pollution as defined in this PPP. All work necessary to be in compliance with the PPP shall be considered incidental to the project. Therefore, it is in the best interest of the Contractor to disturb as little land as possible.

1. SITE DESCRIPTION

This Pollution Prevention Plan (PPP) is for the Toy Box Storage, LLC, 203 Campus Avenue, Huxley, Iowa 50124. This PPP covers a site of 5.2 acres with approximately 2.3 of the acres being disturbed. The soils have been disturbed by previous construction of the road, site and building. The estimated average NRCS runoff curve number for this PPP after completion will be 77. Refer to the drawings, Toy Box Storage, LLC for locations of typical slopes, ditch grades, and major structural and non-structural controls. A copy of this plan will be on file at the owners house at the same address. All drainage will flow into tributaries of the South Skunk River.

Potential Sources of Pollution

Site sources of pollution generated as a result of this work relate to silts and sediment that may be transported as a result of a storm event. However, this PPP provides conveyance for other (non-project related) operations. These other operations have storm water runoff, the regulation of which is beyond the control of this PPP. Potentially this runoff can contain various pollutants related to site-specific land uses. Examples are:

a. Rural Agricultural Activities:

Runoff from agricultural land use can potentially contain chemicals including herbicides, pesticides, fungicides and fertilizers.

b. Commercial and Industrial Activities:

Runoff from commercial and, industrial land use may contain constituents associated with the specific operation. Such operations are subject to potential leaks and spills that could be commingled with run-off from the facility. Pollutants associated with commercial and industrial activities are not readily available since they are typically proprietary.

2. CONTROLS

At locations where runoff can move offsite, silt fence shall be placed along the perimeter of the areas to be disturbed prior to beginning grading, excavation or clearing and grubbing operations. Vegetation in areas not needed for construction shall be preserved. As areas reach their final grade, additional silt fences, silt basins, intercepting ditches, sod flumes, letdowns, rip-rap, bridge end drains, and earth dikes shall be installed as specified in the plans and/or as required by the Project Engineer. This will include using silt fence as ditch checks and to protect intakes. Temporary stabilizing seeding shall be completed as the disturbed areas are constructed. If construction activity is not planned to occur in a disturbed area for at least 14 days, on any portion of the site, the area shall be stabilized by temporary seeding or mulching on the last day, day zero, of land disturbing activities. Other stabilizing methods shall be used outside the seeding time period.

As the work progresses, additional erosion control items may be required as determined by the Contractor after field investigation. These may include items such as silt fence, erosion control mats, check dams and other appropriate measures installed by the Contractor as directed by the Engineer. The Contractor will complete the construction with the establishment of permanent perennial vegetation of all disturbed areas.

3. OTHER CONTROLS

Contractor disposal of unused construction materials and construction material wastes shall comply with applicable state and local waste disposal, sanitary sewer, or septic system regulations. In the event of a conflict with other governmental laws, rules and regulations, the more restrictive laws, rules or regulations shall apply. Tracked-out material carried from this work site onto adjacent roads shall be cleaned up at the end of the workday or immediately when directed to do so by the Engineer. Approved State or Local Plans: During the course of this construction, it is possible that situations will arise where unknown materials will be encountered. When such situations are encountered, they will be handled according to all federal, state, and local regulations in effect at the time.

4. MAINTENANCE

The Contractor is required to maintain all temporary erosion control measures in proper working order, including cleaning, repairing, or replacing them throughout the contract period. Cleaning of silt control devices shall begin when the features have lost 50% of their capacity.

5. INSPECTIONS

Inspections shall be made by the Owner every seven calendar days. The Contractor shall immediately begin corrective action on all deficiencies found. The findings of this inspection shall be recorded in the project diary. Based on the results of the inspection, pollution prevention measures identified in the plan shall be revised at the construction site as appropriate as soon as practicable after the inspection and to the plan as soon as practicable after the inspection but in no case more than 7 calendar days following the inspection. If the permittee determines that making these changes at the construction site or to the plan less than 72 hours after the inspection is impracticable, the permittee shall document in the plan why it is impracticable and indicate an estimated date by which the changes will be made. The Contractor shall implement all revisions.

6. NON-STORM DISCHARGES

This includes subsurface drains (i.e. longitudinal and standard subdrains) and slope drains. The velocity of the discharge from these features may be controlled by the use of patio blocks, Class A stone or erosion stone. Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, are prohibited unless managed by appropriate controls.

Storm Water Pollution Prevention Plan - Supplemental items

Phase 1 - Site Evaluation and Design Development

Existing soil information: See the Story County Soil Survey, NW quarter of Section 14 of T83N, R24W.

Existing runoff quality: Existing data on runoff water quality is not available.

Location of surface water on site: Runoff surface drains to the northwest corner of the site to an existing drainage channel in the abandoned railroad right of way.

Name of receiving stream: Surface drains to unnamed tributary to Ballard Creek then to the South Skunk River.

Construction activity description: General soil disturbing activities associated with grading include: trenching, stockpiling, grading, paving, and seeding

Site map: The plans show slopes after grading, disturbed areas, drainage patterns, and discharge points.

Phase 2 - Control Selection/Plan Design

(A) Select Erosion and Sediment Controls

The Contractor shall submit specifications for temporary and permanent measures to be used for controlling erosion and sediment. Clearing and grading should not be started until a firm construction schedule is known and can be effectively coordinated with the grading and clearing activity. The following Stabilization measures will be utilized:

Temporary seeding - Exposed areas subject to erosion should be covered as quickly as possible. Under Iowa's General Permit No. 2, disturbed areas of the construction site that will not be re-disturbed for 14 days or more, on any portion of the site, the area shall be stabilized by day zero, the last day of land disturbing activities.

Permanent seeding and planting - Permanent seeding shall be done in accordance with the Seeding Plan. The seeding schedule shall follow the Iowa Department of Transportation specifications. Temporary seeding shall be utilized for erosion control until permanent seeding can be established.

Mulching - Temporary vegetation will be used as mulch when permanent seeding is completed.

Preservation of Natural Vegetation - Natural Vegetation shall be preserved where possible within the construction limits. Natural vegetation shall not be disturbed outside of the construction limits. Vegetation may be mowed or harvested for hay crop.

Vegetative Strips - Vegetative strips may be utilized to slow runoff velocities and deposit sediments from disturbed areas.

Soil Retaining Measures - Soil to be reused will be stockpiled onsite as indicated on the plans. Silt fence will be utilized to maintain soils onsite.

Minimization of land exposure - Exposure of disturbed land shall be minimized in terms of area and time.

Roadways - Roadways will be surfaced or otherwise stabilized as soon as feasible.

Topsoil - shall be preserved, onsite, unless infeasible and de-compacted prior to final stabilization. Re-spread minimum depth of eight-inches (8”) of topsoil with at least 3% organic matter, per SUDAS.

The following structural practices will be utilized:

Earthen Berm or Dike - Earthen dikes may be used to divert water around disturbed areas and around intakes as directed by the Engineer.

Silt fence - Silt fence shall be placed on the perimeter of the disturbed area as shown on the drawings. Additional silt fence shall be provided at the discretion of the Engineer.

Gravel Construction Entrance - A gravel or rock construction entrance will be used to reduce or eliminate offsite tracking of soil or debris.

(B) Select other controls

Disposal of construction site waste materials - The Contractor will be responsible for making sure that all construction wastes are properly disposed of at facilities permitted to accept these types of wastes.

Treatment or disposal of sanitary wastes generated onsite - The Contractor will be responsible for providing sanitary facilities for workers in accordance with local and state requirements.

Prevent offsite tracking of sediments and generation of dust - The Contractor shall prevent the tracking of sediments offsite. A construction entrance shall be installed as shown on the plans. The Contractor will be responsible for immediate cleanup of any tracked mud or debris.

The Contractor will also be responsible for preventing dust generation from construction activities. The Contractor shall take reasonable measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water or by application of a chemical dust suppressant. Dust prone materials in piles or in transit shall be covered when practical to prevent blowing.

Buildings and operating facilities which are affected adversely by dust shall be adequately protected from dust. Existing and new equipment which may be adversely affected by dust shall be adequately protected.

The Contractor will be responsible for preventing chemical contamination of soil and water.

PCC waste - The Contractor shall provide and maintain a containment facility for waste paving product (i.e. PCC wash out station). Perform maintenance when washout station is at 75% capacity.

Stored materials - The Contractor shall be responsible for storing materials so that rain water doesn't carry chemical contamination into soil or water.

Equipment servicing - Contractor shall prevent spilling of petroleum products. Spill shall be cleaned up immediately. Used petroleum containers are to be disposed of correctly and not buried on-site.

Building construction product - Contractor shall prevent cleaning of equipment in a manner that contaminates soil or water. Waste products shall be prevented from becoming airborne and leaving the site or being buried at the site.

(C) Inspection and maintenance plan

The contractor will be responsible for installation and all associated costs of erosion and stormwater management controls during the contract period. Details of control measures are shown on the plans. The Owner's representative will be responsible for filling out an inspection report for the site. The inspection reports can be used to record scheduled maintenance. Any changes that may be required to correct deficiencies in the Storm Water Pollution Prevention Plan noted during an inspection should be made as soon as practical after an inspection but in no case later than 7 days after the inspection.

(D) Control Description

Description of controls can be found in section (A). The Contractor will be responsible for submitting specifications of the selected controls. The location of determined controls can be found on the plans. Additional controls may be required at the discretion of the Engineer.

(E) Schedule of major activities

Prior to initiating construction, the Contractor shall submit a schedule of major activities including:

- Land clearing and grading in relation to the corresponding schedule for all excavation work. If at all possible, the clearing should immediately precede the construction activity.
- Installation and anticipated completion date of each control measure.

Phase 3 - Plan Implementation

Contractor Certification

All Contractors and subcontractors, including short-term contractors and subcontractors coming on-site, must sign the Contractor certification statement before conducting any professional service at the site identified in the plan. The certification must be signed by an authorized representative (i.e., principal executive officer, president, secretary, treasurer or vice president, general partner, proprietor, ranking elected official). Upon signing the certification, the Contractor or subcontractor becomes a co-permittee with the Owner and other co-permittee

Contractors. In signing the plan, the authorized representative certifies that the information is true and assumes liability for the plan. Note that Section 309 of the Clean Water Act provides for significant penalties where information is false or the permittee violates, either knowingly or negligently, permit requirements.

The General Contractor will be responsible for collecting and maintaining signatures. The Contractor shall provide copies of signed certifications to the Owner and Engineer upon request and at the termination of the contract.

(A) Notice of Intent (NoI)

The Owner or an agent of the Owner will fulfill the public notice requirement and submit the Notice of Intent for coverage under General Permit No. 2. The project required the obtaining of a NPDES General Permit for storm water discharge associated with construction activities. The Owner and the Contractor have a copy of this permit. The Contractor and all subcontractors shall be responsible for compliance and fulfilling all requirements of the NPDES General permit including the Storm Water Pollution Prevention Plan.

Phase 4 - Plan Implementation

The Contractor shall follow the schedule as submitted under Phase 2 (E). The Contractor shall keep the Engineer informed of any deviation of the schedule or plan.

(A) Inspection and Maintenance Reports

A copy of the inspection log shall be maintained at the site.

(B) Records of Construction Activities

In addition to the installation and maintenance of erosion control implementation, the Contractor should keep records of the construction activity on the site. In particular, the Contractor should keep a record of the following information:
-The dates when major grading activities occur in a particular area.
-The dates when construction activities cease in an area, temporarily or permanently.
-The dates when an area is stabilized, temporarily or permanently.
-These records can be used to make sure that areas where there is no construction activity will be stabilized within the required time frame. Records shall be retained for a period of at least three years from the date that the site is finally stabilized.

(C) Plan Updates

The pollution prevention plan shall be updated:
-When it does not accurately reflect the site features and operations.
-When the Contractor, Owner, or Engineer observes that it is not effective in minimizing pollutant discharge from the site.
-To include Contractors identified after the submittal of the Notice of Intent. These Contractors shall certify the plan and be identified as co-permittees and to identify any change in ownership or transference of the permit and permit responsibilities. If, at any time during the effective period of the permit, the IDNR finds that the plan does not meet one or more of the minimum standards established in the general permit, the IDNR will notify the permittee of required changes necessary to bring the plan up to standard. Permittees shall have 3 days after notification to make the necessary changes and shall submit to the Department a written certification that the changes have been made.

(D) Report of Hazardous Conditions

Because construction activities may include handling of certain hazardous substances over the course of the project, spills of these substances may create a hazardous condition and are required to be reported. Iowa law requires that as soon as possible but not more than six hours after the onset of a hazardous condition the IDNR (515) 725 - 8694. The Owner and Engineer should also be informed of the hazardous condition in a timely manner. Contractor is responsible for spill clean-up, remediation and reporting. The Contractor shall submit a report to the Engineer within 14 calendar days of a hazardous condition. The report shall describe the release and the circumstances leading to the release. Steps to prevent the reoccurrence of such releases are to be identified in the plan and implemented.

(E) Plan location and access

Plan location - A copy of the Pollution Prevention Plan must be kept at the construction site from the time construction begins until the site has reached final stabilization. Retention of records - Retention of records requires that copies of the Storm Water Pollution Prevention Plan and all other reports required by the permit, as well as all of the data used to complete the Notice of Intent, be retained for 3 years after the completion of final site stabilization.

Access - Although plans and associated records are not necessarily required to be submitted to the IDNR, these documents must be made available upon request to the Department of Natural Resources. If storm water runoff is discharged to a municipal separate storm sewer system, the plans must be made available upon request to the municipal operator of the system.

Phase 6 - Final Stabilization and NoD

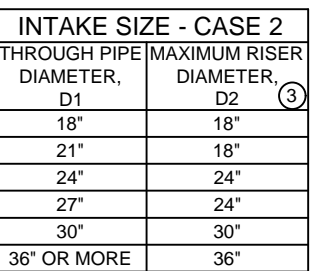
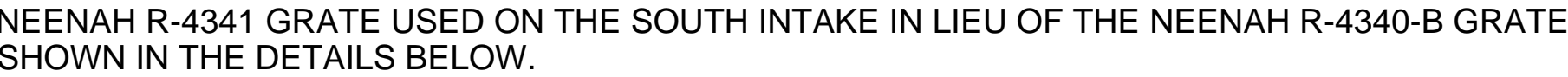
(A) Final Stabilization

Final stabilization is defined in the general permit as meaning that all soil disturbing activities at the site have been completed, and that a uniform perennial vegetative cover with a density of 70%, sufficient to preclude erosion, for the entire disturbed area of the permitted project has been established or equivalent stabilization measures have been employed or which has been returned to agricultural production. The Contractor shall notify the permit holder and Engineer of final stabilization in accordance with the contract documents. The Owner and Engineer will review the site before finalizing the contract and taking control of the site. The Contractor will be required to provide a copy of all inspection and maintenance logs, schedule of construction activities, and Contractor Certifications to the Owner at this time.

(B) Notice of Discontinuation (NoD)

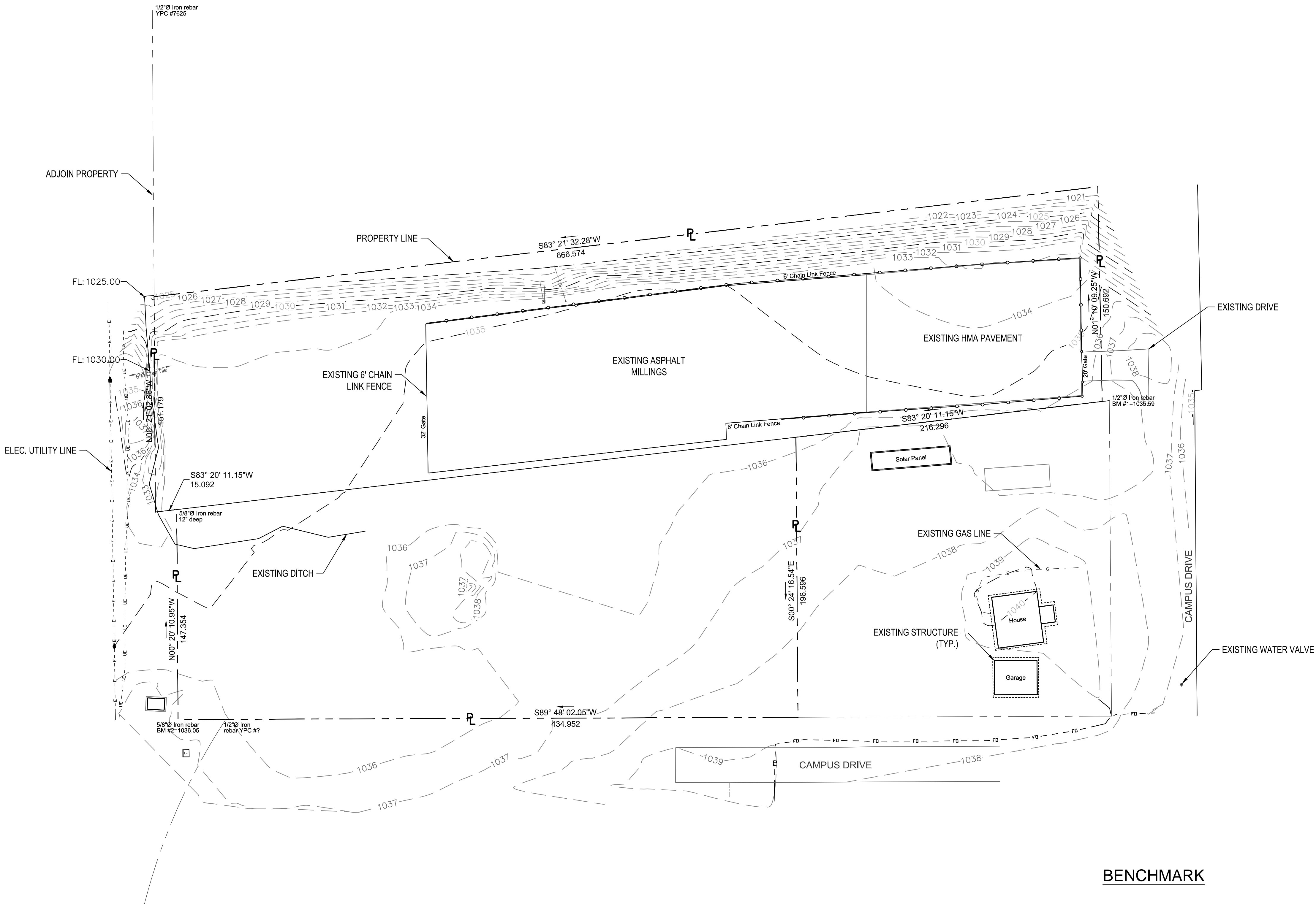
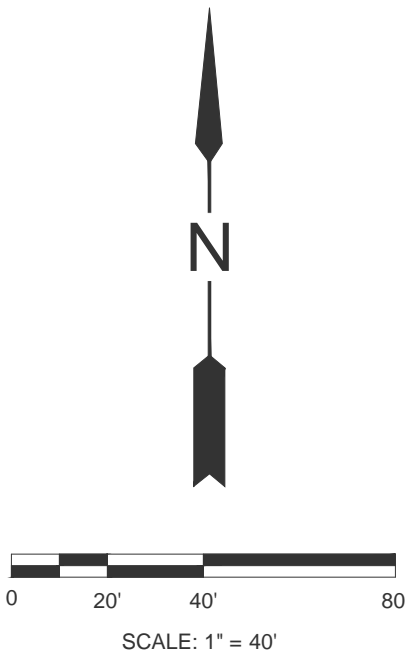
The permit holder (Owner) will be required to submit the Notice of Discontinuation once control of the site has been obtained from the Contractor

DATE	BY	DATE	REVISION	
	SLR	XX/XX/XX		
	DESIGNED:	XX/XX/XX		
	DRAWN:	SFS		
	CHECKED:			
	LAST UPDATED:			
				03/08/2021
RENAUD Engineering LLC PO Box 662 Ames, Iowa 50010 Phone 515-418-1877 Email renaudeng@gmail.com				
STORM WATER POLLUTION PREVENTION NOTES TOY BOX STORAGE 203 CAMPUS AVENUE HUXLEY, IOWA 50124				
PROJECT NUMBER				
SHEET G 1.3.2				



G 1.5

NOTE :
PORTIONS OF THE EXISTING FENCE WILL BE REMOVED
AND REUSED IN THE NEW EXTERIOR FENCE.



BENCHMARK

BM #1 1035.59
BM #2 1036.05
FL #1 1025.00
FL #2 1030.00

LEGEND

PROPERTY LINE
 BENCH MARK
 CLAY TILE 6" DIA.

RENAUD Engineering LLC
PO Box 662
Ames, Iowa 50010
Phone 515-418-1877
Email renaudeng@gmail.com

EXISTING SITE CONDITIONS
TOY BOX STORAGE
203 CAMPUS AVENUE
HUXLEY, IOWA 50124

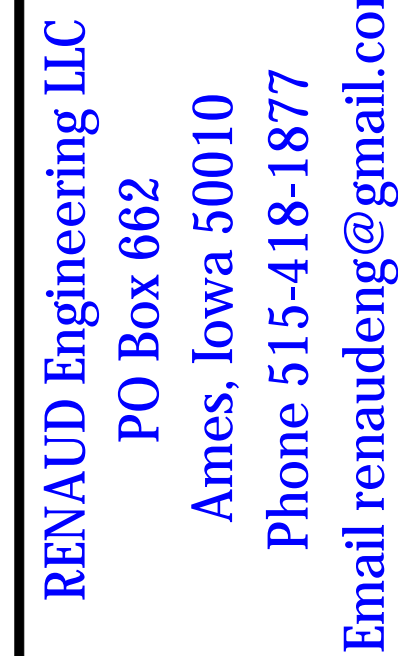
PROJECT NUMBER

SHEET

S-1.0

DATE	REVISION	BY	DATE
		SLR	XX/XX/XX
		SFS	XX/XX/XX
		CHECKED:	
		LAST UPDATED:	03/08/2021

THE EXISTING ERODED DITCH SHALL BE EXCAVATED TO THE BOTTOM AND NEW FILL INSTALLED TO THE GRADES SHOWN USING IDOT TYPE A COMPACTION.



S-1.2

DATE	REVISION	BY	DATE
		SLR	XX/XX/XX
		SRS	XX/XX/XX
		CHECKED:	
		LAST UPDATED:	
		03/08/2021	

March 26, 2021

Planning & Zoning Commission

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

**RE: Toy Box Storage Site Plan
Request of Variance for Pavement Surfacing and Landscaping**

Dear Commission:

On the behalf of Toy Box Storage, owners Phil and Kristina Brekke, we are requesting variances for 3 items related to their planned storage facility expansion. The three variances are:

Huxley Ordinance 165.33.5.B requiring all parking areas to be surfaced with asphalt or concrete: The Brekkes intend to pave the storage area with *compacted asphalt millings*. The millings will be placed on a warm/hot day and roller compacted into a surface that hard and consistent and looks like a open graded asphalt pavement. Asphalt millings are dust free. The asphalt millings are a more economical alternative to standard paving and perform just as well for the storage area. The "traffic" in the area is low volume and very low speed.

Huxley Ordinance 165.05.02.E requiring large expanses of pavement to be broken up with landscape islands: Any islands in the storage area will prevent orderly placement of campers and RVs. This is a *storage* area where customers place their own campers. Obstacles within the parking lot will result in damage to both the vehicles and landscaping. Trees cause damage to the campers with falling tree limbs as evidenced by last summer's Deracho. A storage area has a non-standard parking arrangement so locating islands would be a random interference with orderly parking.

Huxley Ordinance 167.05.3.B require perimeter landscaping: The Brekkes request this variance for two reasons. *First*, for security reasons they would prefer the storage area to be open and visible. Landscaping will screen the area from easy observation from the outside. *Second*, trees and shrubs can cause damage to the campers and Rvs as mentioned previously. The Alliant substation to the south does not have any landscaping as would be expected as the landscaping causes issues for Alliant's equipment. To the west is the City's old railroad property which is 10 feet *higher* than the Toy Box site and fully screens the site from the west. The existing trees on the north side of the Toy Box site (their portion of the old railroad right of way) will be untouched adjacent to the storage area's parking & fence as has been the case with the original storage area.

Phil and Kristina will be at the Commission's meeting and can address any concerns or questions. They encourage the Commission to visit the site and review the neighborhood. Brekkes live in the house at the southeast corner of the storage site.

Sincerely,



Scott Renaud, P.E.
Renaud Engineering, LLC

cc: Phil & Kristina Brekke

HUXLEY CITY COUNCIL MEETING MINUTES

Tuesday, April 13, 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 6:04 pm.

ROLL CALL: Kuhn, Easter, Peterson, Mulder

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

Roberts attends meeting.

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, Jeff Peterson – Public Works Director, Mat Kahler – Street Supt, A.J. Strumpfer – Wastewater Superintendent

CONSULTANTS PRESENT: Forrest Aldrich– city engineer; Chip Schultz – financial advisor

PRESENTATION: Dan Haug, Watershed Educator for Prairie Rivers of Iowa, provided a presentation on the Story County 10 Year Water Monitoring Plan. Prairie Rivers of Iowa has requested city to assist with implementation of plan with \$5,000 contribution.

CONSENT AGENDA:

Motion by Kuhn second by Peterson to approve Consent Agenda as listed below with Item h to be pulled from Consent Agenda for separate discussion.

- a. Approve Minutes from March 23, 2021 Regular Meeting
- b. Approve Payment of Bills
- c. Approve Alcohol Permit for Fareway
- d. Motion to Approve Appointment of David Eastman to Huxley Fire and Rescue Department
- e. Motion to Approve Deputy EMS Chief Novana Brown and Residency Requirement Waiver
- f. Motion to Approve Appointment of Amber Pedersen to Parks & Recreation Board
- g. Motion to Approve Appointments of Cheryl Patterson, Gordy Mosher and Shelby Ebel to the Planning & Zoning Commission
- h. *Approve Items Related to the East 1st Street Project – pulled as separate discussion item*
 1. *Approve Resolution No. 21-027 Plans, Specifications and Form of Contract for the East First Street Project*
 2. *Approve Resolution No. 21-028 Award of Contract for the East 1st Street Project to Concrete Technologies*
- i. Approve Resolution No. 21-029 Engineering Services Agreement for Street Rehabilitation Projects FY 2021 CIP
- j. Approve Resolution No. 21-030 Set hearing for Rezoning A-1 and M-1 to R-1 Blue Sky Residential
- k. Approve Resolution No. 21-031 Set hearing for Rezoning R-1 to M-1 Toy Box Storage

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

Claims:

519 WELCH LLC	BUILDING DEPOSIT REFUND	2,000.00
ACCUJET LLC	VAC BRINE TANK	1,236.52
AFLAC	AFLAC	216.96
ALLIANT ENERGY	GAS AND ELECTRIC	12,211.31
ANKENY SANITATION	CITY BUILDING TRASH PICKUP	440.58
ARNOLD MOTOR SUPPLY	OIL	246.79
AUTOMATIC SYSTEMS CO.	WORK ON DIGESTER & TROUBLESHOOT	1,167.75

BOLAND RECREATION	INSTALL OF EQUIPMENT	8,900.00
BOOK SYSTEMS, INC.	OPAC SNAPSHOT	350.00
BOUND TREE MEDICAL	CREDIT	156.51
BRICK GENTRY P.C.	LEGAL FEES	3,962.50
BROWN SUPPLY CO. INC.	CURBKEY, TS, COUPLERS, ETC	115.32
BULBGUY LIGHTING	FLAG POLE LIGHTS	106.88
CAIDEN HILL	MEMBERSHIP CHANGE REFUND	66.87
CATHY VANMAANEN	REIMBURSEMENT FOR POSTAGE	6.17
CENTRAL DISTRIBUTORS, INC.	JANITORIAL SUPPLIES	0.00
CENTRAL IOWA DISTRIBUTING	FOAM GERMACIDAL	288.60
COMPASS MINERALS AMERICA	COARSE ROCK SALT	3,765.65
CONSUMERS ENERGY	INSTALL STREET LIGHTS	4,500.00
DANKO EMERGENCY EQUIPMENT	FIRE GLOVES & ACCESSORIES	1,342.61
DELTA DENTAL PLAN OF IOWA	DENTAL INSURANCE	1,529.08
EBS	MEDICAL INSURANCE	17,590.70
EDWARD JONES	IRA	250.00
EMC INSURANCE COMPANIES	DEDUCTIBLE FOR DEFENSE	2,000.00
EMERGENCY MEDICAL PRODUCTS	AMBULANCE SUPPLIES	645.39
FIDELITY SECURITY LIFE	VISION INS	318.49
GALLS, LLC- DBA CARPENTER	UNIFORM PARTS	67.77
HACH COMPANY	BOD STANDARD SOLUTION	91.16
HAWKINS, INC.	WATER TREATMENT CHEMICALS	167.12
HOKEL MACHINE SUPPLY	CYLINDER RENTAL	60.00
HUXLEY COMMUNICATIONS COOP	PHONE, INTERNET, CABLE	1,861.29
INTERNAL REVENUE SERVICE	FED WITHOLDING TAX	24,841.31
INTERSTATE BATTERIES	BATTERIES FOR MOWER & PUMP	60.95
IOWA ASSN. MUN. UTILITIES	WATER MEMBER DUES	832.00
IOWA DEPARTMENT OF PUBLIC	TERMINAL BILLING-JAN TO MAR	300.00
IOWA DOT	JANITORIAL SUPPLIES	264.58
IOWA FIRE CHIEFS' ASSOCIAT	MEMBERSHIP DUES	75.00
IOWA ONE CALL	EMAIL LOCATES	24.30
IOWA PRISON INDUSTRIES	STREET SIGNS	136.18
IPERS	IPERS	16,771.87
JAKE REGENSBURGER	REFUND FOR MEMBERSHIP CHANGE	160.50
JEREMY HILLEBRAND	REFUND RENTAL OF FIELDS	550.00
JOHNSTONE SUPPLY	PRESSURE SWITCH	48.54
KEMPKER'S TRUE VALUE AND R	SEE ATTACHED	284.22
LINCOLN FINANCIAL GROUP	DISABILITY INSURANCE	1,286.86
MARCO, INC.	COLOR AND B/W COPIES	374.97
MARTIN MARIETTA MATERIALS	ROAD STONE & 1" CLEAN ROCK	767.86
MASS MUTUAL RETIREMENT SER	DEFERRED COMPENSATION	250.00
MENARDS - AMES	RAILWAY BRIDGE REPAIRS	164.85
MID-IOWA OCCUPATIONAL TEST	RANDOM DRUG & ANNUAL FEE	260.00
MID-IOWA SOLID WASTE EQUIP	RETERMINATION FOR CAMERA	1,183.19
MIDWEST AUTOMATIC FIRE SPR	BACKFLOW	332.25
MISCELLANEOUS VENDOR	JIMENEZ, RYAN :US REFUND	648.23
MUNICIPAL SUPPLY	METER SPUDS AND MARKING FLAGS	383.25
OXEN TECHNOLOGY	REMOTE LABOR	382.00
POSTMASTER	POSTMASTER	448.00
PPG ARCHITECTURAL FINISHES	PAINT FOR WWTP	309.60
RODNEY NORRIS	MEMBERSHIP REFUND	200.63
SAFE BUILDING COMPLIANCE &	BUILDING INSPECTIONS	7,334.58
SIRIACO GARCIA	MURAL FOR FIRE DEPT	950.00
SIRICASSO, LLC	MURAL AT THE FIRE DEPARTMENT	0.00
STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	715.54
STAR EQUIPMENT LTD.	VIRNIG LAND LEVELER	2,967.72
STORY COUNTY TREASURER	JAN PARKING TICKET STOPS	10.00
TASC	FLEX BENEFIT PLANS	1,154.10
TASC - CLIENT INVOICES	MAY FLEX PLAN ADMIN FEES	69.82
TRANE U.S. INC.	HP MOTOR REPLACEMENT	2,044.00
TREASURER, STATE OF IOWA	STATE WITHOLDING	4,007.00
U.S. CELLULAR	AMBULANCE CELL PHONES	89.53
UTILITY EQUIPMENT COMPANY	FLAGS AND SPUDS	107.26
VALLEY ENVIRONMENTAL SERVI	USED OIL DISPOSAL	64.40
VAN WERT COMPANY	NEPTUNE METER	2,736.00
VAN-WALL EQUIPMENT INC.	BUSHING	15.03
VEENSTRA & KIMM, INC.	CONDO GARAGES 315 SNYDER DR	3,388.96
VERIZON WIRELESS	PD CELL PHONES MDTs	230.13

	<u>Expenses</u>	<u>Revenues</u>
001 General Fund	56,530.66	30,078.78
002 Library	5,980.04	492.91
003 Recreation	6,417.63	11,072.34
004 Fire and Rescue	4,161.99	
014 Ambulance	2,537.62	2,459.04
110 Street	14,534.60	25.00
339 560 th Avenue Paving	4,500.00	
398 DeRecho Storm	11,745.00	

600	Water	20,092.27	63,471.73
610	Sewer	16,802.02	<u>65,712.40</u>
	Payroll	<u>112,718.62</u>	
	Grand Total	\$256,020.85	\$173,312.20

Motion – Mulder, seconded by Easter to Approve Resolution No. 21-027 Plans, Specifications and Form of Contract for the East 1st Street Project and Approve Resolution No. 21-028 to Award Contract for Project to Concrete Technologies. City engineer reported contractor could start in May. Council gave direction that discussion should be held with property owners about installing sidewalks. Roll Call: Peterson, Mulder, Kuhn, Easter, Roberts voted yes. Motion carried.

BUSINESS ITEMS:

Nick Skow, Innovative Technologies, approached council to request an amendment to existing development agreement. Company has expanded and would like to increase rebate amount. Councilman Mulder stated the TIF funds are to be used as an incentive to new business – not for expansion of existing business. Consensus of council was to increase rebate amount from \$170,000 to \$250,000.

Continental Manufacturing Chemist – representative asked if company could renegotiate fees charged for waste released from facility that exceeded negotiated limits. Council stated item should be placed on work session agenda for further discussion.

Motion – Easter, seconded by Mulder to Approve First Reading of Ordinance 512 Fire and Rescue. Amendment would increase term limit of Fire Chief from one to two years and change residency requirement from living within a three mile radius of corporate limits to a five mile radius. Roll Call: Mulder, Easter, Roberts, Kuhn, Peterson voted yes. Motion carried.

Motion – Easter, seconded by Mulder to Approve Ordinance 513 Traffic Signage. City to change yield signs to stop signs at five locations: Sycamore and Northpark-northbound, Hickory and Sycamore-northbound, Pine Valley and Sycamore-northbound, Pine Valley and Cypress-southbound, Hickory and Cypress-southbound. Roll Call: Easter, Roberts, Mulder, Peterson voted yes; Kuhn voted no. Motion carried.

Motion – Kuhn, seconded by Peterson to Approve Ordinance 514 Parking Regulations. A “No Parking” sign to be added on Hickory Drive southbound from Cypress to Oak Blvd. Council discussed other streets in town that allowed parking on both sides of street and whether or not to change. Councilman Peterson asked Police Chief to review curve on Northpark. Roll Call: Easter, Roberts, Mulder, Kuhn, Peterson voted yes. Motion carried.

Motion – Easter, seconded by Roberts to Revise Resolution No. 21-032 Kreg Tool Community Donation. Council asked to have resolution revised to include language that stipulates the breakdown of the community donation e.g. community donation of \$340,000 for Splash Pad, \$10,000 to go towards Library Story Walk and \$100,000 donated to city from sale of Kreg Tool building. Alleviate any language pertaining to Hillebrand Athletic Facility. Roll Call: Peterson, Easter, Roberts, Kuhn, Mulder voted yes. Motion carried.

Preliminary Terms of Development Agreement with Meadow Lane, LLC: Council directed staff to research and prepare preliminary agreement.

INFORMATIONAL ITEMS:

-Potential Project for Story County Urban Renewal Grant – need to work into city’s Capital Improvement Plan (CIP). Huxley Development Corporation HDC would like to utilize funds. Project to be defined.

Construction Site Erosion Control Ordinance – council remarked there should be enforcement, Control Officer.

Purchasing Policy – council asked for electronic copy

Supplemental Specifications – City engineer reported specifications were being updated. Asked council for clarification on requiring granular base for streets. Council stated to follow existing SUDAS rules.

FY21 Audit – City Clerk announced that auditor would be attending next council meeting.

ADJOURNMENT: Motion - Mulder, second - Peterson to adjourn meeting at 8:48pm. 5 ayes, 0 nays. Motion carried.

Submitted by: Jolene R. Lettow

Huxley Planning & Zoning Commission Minutes

Monday, April 19, 2021

Chairman Roger Bierbaum called the Zoom meeting to order at 6:00 P.M.

ROLL CALL: Mosher, Ebel, Bierbaum, Patterson, Schonhorst, Frantz present. Scott absent.

CITY STAFF PRESENT: Rita Conner – City Administrator, Amy Kaplan – Zoning Clerk

CONSULTANTS PRESENT: Forrest Aldrich—City Engineer

GUESTS PRESENT: Brent Culp, Phil Brekke, Steve Quick, Scott Renaud, Don Van Houweling, Eric Cannon

MINUTES APPROVAL: Motion –Mosher, second –Patterson to approve minutes with 2 corrections from March 15, 2021 meeting. 6 Aye. 0 Nay.

PUBLIC COMMENTS: None

PUBLIC HEARING:

Toy Box Industrial Rezoning R-1 to M-1: Motion-Patterson, second-Frantz to enter into public hearing. 6 Aye 0 Nay.

Phil and Kristina Brekke are interested in expanding their outdoor storage business and therefore requested for the designated area to be rezoned. No comments from the public were received.

Motion-Schonhorst, second- Mosher to provide council with a favorable recommendation to rezone the area from R-1 to M-1. Schonhorst, Frantz, Ebel, Patterson, Bierbaum, Mosher voted yes.

Motion- Schonhorst, second-Patterson to exit the public hearing. 6 Aye. 0 Nay.

Blue Sky Commons Residential Rezoning A-1 and M-1 to R1: Motion-Patterson, second- Schonhorst to enter into public hearing. 6 Aye. 0 Nay.

Brent Culp presented the rezoning request on behalf of Don Van Houweling. It is desired that approximately 33 acres of land is rezoned to R-1 to allow for 37 low density residential lots. No comments from the public were received.

Motion-Schonhorst, second-Patterson to provide council with a favorable recommendation to rezone the area from A-1 and M-1 to R-1. Schonhorst, Patterson, Ebel, Frantz, Bierbaum voted yes. Mosher was disconnected from the Zoom meeting.

Motion- Patterson, second-Schonhorst to exit the public hearing. 5 Aye. 0 Nay. Mosher absent.

BUSINESS ITEMS:

Toy Box Storage Site Plan: Discussion took place regarding the site plan for Toy Box Storage. It was noted that 3 waivers will be requested:

1. Landscaping Waiver—Islands would cause an issue when backing up large campers/boats etc and therefore it is requested that islands are not a requirement.
2. Hard Surface Waiver—Asphalt millings are requested instead of concrete.
3. Fence Side Landscaping—Due to the location, a fence side landscaping waiver will be requested.

Motion-Mosher, second-Patterson to recommend approval of the site plan to council allowing for all 3 waivers. Schonhorst, Patterson, Ebel, Bierbaum, Mosher, Frantz voted yes. MCU.

Meadow Lane Investments LLC Annexation: Description of the voluntary annexation area was provided to the commission. No comments from the commission. Motion- Schonhorst, second-Frantz to provide a favorable recommendation to council to annex the area into the city. Patterson, Ebel, Schonhorst, Bierbaum, Frantz voted yes. Mosher-absent.

Meadow Lane Investments LLC Preliminary Plat 2021: Discussion took place regarding the changes to the preliminary plat. It was noted that street alignments are the same, lot sizes have minimally changed and the location of the bike trail will remain the same and not run behind the homes as recently proposed. Motion-Patterson, second-Schonhorst to recommend approval of the preliminary plat to City Council. Mosher, Bierbaum, Patterson, Ebel, Schonhorst, Frantz voted yes. MCU.

INFORMATIONAL ITEMS:

Story County Water Monitoring Plan <https://www.storycountyiowa.gov/1536/Water-Quality-Monitoring>: A plan for long term water quality management is being launched. Council is currently evaluating this effort. More details to follow. You are welcome to follow along with updates provided on the above website.

Sidewalk Infill and Trails Master Planning: Conner indicated several individuals are actively working on the master plan. Discussions are taking place around install phases and cost assessments.

Council Action Update: Conner gave a re-cap of the action taken at the last City Council Meeting on topics that were discussed at Planning & Zoning.

Main Avenue Revitalization: Conner informed the Commission that the State will do a 1 ½ day vision plan exercise to draw/propose a revitalized downtown plan.

PLANNING AND ZONING COMMISSION COMMENTS:

- Mosher asked what he missed when he was disconnected. A brief summary was given.
- Next P&Z meeting is May 17th. Potentially 3 projects in May and another 3 or 4 projects in June.

ADJOURNMENT: Motion – Patterson, second-Ebel to adjourn meeting at 7:01 P.M. 6 ayes, 0 nays. Motion carried.

Amy Kaplan, Zoning Clerk

Roger Bierbaum, Chairman

Date of Approval

Huxley P&R Board Meeting Minutes – April 5, 2021

City staff present: Heather Denger, Rita Connor

Board members present: Cindy Drummond, Amanda DeMaris, Zach Van Cleave, Lisa Pitchford, Jay Johnson

City Council present for part of meeting: Nate Easter, Greg Mulder, Rick Peterson, Tracy Roberts, Dave Kuhn

- Discussion on 3 C's membership rate increased. Compared 5% vs 8%... ended up in agreement between Park Board and City Council to raise rate to 10% July 1, 2021
- Discussed bike trail plan for Highway 69 and 5th St
 - Council asked about revisiting idea of putting trail between houses on 5th and soccer field
- Discussed potential Splash Pad locations
 - Council discouraged Memorial Park
 - Prefer location at Centennial Park
- CIP Discussion

Council was dismissed at this point.

- Discussed upcoming Earth Day April 22nd 5:30-7:30pm
- Lisa updated us on Roadrunner running club we are working on offering this Summer
- Further discussion on Party in the Park events this Summer
- Discussed usage of park properties for Ballard Little League, Soccer club and school.
- Approved Amber Pederson for Park Board opening

Comments:

Lisa would like further look into new signage along HOINT

4-27-21 Claims List

	A	B	C
1	VENDOR NAME	DESCRIPTION	GROSS AMOUNT
2	A KING'S THRONE, LLC	PORT-O-JOHN	\$ 152.95
3	ALLENDER BUTZKE ENGINEERS	GEOTECHNICAL EXPLOR-WATER PLANT	\$ 6,100.00
4	AMERICAN BUSINESS PHONES	REMOTE LABOR	\$ 25.00
5	ARNOLD MOTOR SUPPLY	OIL, FILTER, BEARING CONE	\$ 653.40
6	AXON ENTERPRISE, INC.	TASER CARTRIDGES	\$ 108.15
7	BAKER & TAYLOR ENTERTAINME	BOOKS	\$ 821.90
8	BAKER GROUP	NEW ROOF FOR 3C'S-PARTIAL BILL	\$ 66,350.00
9	BLANK PARK ZOO	LIBRARY ZOO PROGRAM	\$ 125.00
10	BUD'S AUTO REPAIR INC	WATER PUMP FOR 2014 DODGE	\$ 596.13
11	CARDMEMBER SERVICE	SEE ATTACHED	\$ 14,865.83
12	CENTRAL IOWA DIESEL PERFOR	606 ATTACK FIRE TRUCK REPAIR	\$ 1,528.82
13	CENTRAL IOWA DISTRIBUTING	JANTORIAL SUPPLIES	\$ 415.00
14	CENTRAL IOWA LAWN & LANDSCAPE	MOWER PARTS	\$ 45.30
15	CLINTON H. THOMPSON	BASKETBALL LEAGUE OFFICIAL	\$ 480.00
16	COMPASS MINERALS AMERICA	COARSE ROCK SALT	\$ 3,700.32
17	CONSUMERS ENERGY	ELECTRIC	\$ 9,580.34
18	DACIA BUSS	BASKETBALL LEAGUE REFEREE	\$ 100.00
19	DANKO EMERGENCY EQUIPMENT	HYDRANT GATE VALVE	\$ 769.73
20	DOLLAR GENERAL-REGIONS 410	JANITORIAL SUPPLIES	\$ 91.05
21	ED M. FELD EQUIPMENT CO. I	DRIP TORCHES	\$ 340.90
22	EDEN HART	BASKETBALL LEAGUE SCORE KEEPER	\$ 48.00
23	FREIGHTLINER OF DES MOINES	ENGINE 206 MAINTENANCE	\$ 1,385.67
24	GALLS, LLC- DBA CARPENTER	UNIFORM PARTS	\$ 55.25
25	GENERAL TRAFFIC CONTROLS,	TRAFFIC SIGNAL EQUIPMENT	\$ 872.00
26	HAWKINS, INC.	WATER TREATMENT CHEMICALS	\$ 1,988.15
27	HOKEL MACHINE SUPPLY	HOLE SAW-WATER PLANT EXPANSION	\$ 22.26
28	INTERNAL REVENUE SERVICE	PAYROLL TAXES	\$ 12,249.86
29	IOWA AUTOMATION CO.	INSTALL WIRE TO RUN RO PILOT	\$ 555.50
30	IOWA DOT	JANITORIAL SUPPLIES	\$ 100.70
31	IOWA EARTH WORKS, LLC	BURN PILE CLEAN UP	\$ 3,600.00
32	IOWA ONE CALL	EMAIL LOCATES	\$ 108.00
33	IOWA PRISON INDUSTRIES	STORY WALK SIGNS	\$ 8,690.00
34	IOWA WORKFORCE DEVELOPMENT	UNEMPLOYMENT CLAIM	\$ 3,593.82
35	J.P. COOKE CO., THE	PET TAGS	\$ 61.50
36	JACKSON BROWN	BASKETBALL LEAGUE SCOREKEEPER	\$ 72.00
37	KEYSTONE LABORATORIES	MONTHLY WATER SAMPLING	\$ 62.50
38	MARCHESANO, JOSEPH	UAG FAA TEST	\$ 173.00
39	MARTIN MARIETTA MATERIALS	CLEAN ROCK	\$ 141.15
40	MENARDS	SUPPLIES FOR WATER PLANT EXPAN	\$ 310.08
41	MUNICIPAL SUPPLY	SUPPLIES FOR WATER PLANT EXPAN	\$ 1,008.14
42	NELSON ELECTRIC	REIMBURSE FOR CANCELLED PERMIT	\$ 100.00
43	NEW CENTURY FS INC	UNLEADED AND DIESEL FUEL	\$ 2,833.83
44	OXEN TECHNOLOGY	TROUBLESHOOTING	\$ 90.00
45	PCC AN AMBULANCE BILLING S	MARCH AMBULANCE BILLING	\$ 287.72
46	POSTMASTER	BULK POSTAGE	\$ 455.32

4-27-21 Claims List

	A	B	C
47	PREMIER	PRINTER CONTRACTS	\$ 42.56
48	ROBERTS, SUSAN	DOLLAR GENERAL REIMBURSEMENT	\$ 40.35
49	SATONIUS PARKER	BASKETBALL LEAGUE OFFICIAL	\$ 175.00
50	STORY COUNTY SHERIFF'S OFF	3RD QUARTER DISPATCH	\$ 12,659.92
51	STORY COUNTY TREASURER	PARKING TICKET PROCESSING-2	\$ 10.00
52	SYNCB/AMAZON	BOOKS, DVDS, VOICE AMPLIFIER	\$ 934.05
53	TASC	FLEX BENEFIT PLANS	\$ 577.05
54	TRANE U.S. INC.	PARTIAL CONTRACT PAYMENT	\$ 7,630.52
55	U.S. BANK EQUIPMENT FINANC	PRINTER LEASE	\$ 110.45
56	VEENSTRA & KIMM, INC.	ENGINEERING FEES	\$ 45,017.64
57	VERIZON WIRELESS	PUBLIC WORKS CELL PHONES	\$ 332.16
58	WINDSTREAM IOWA COMMUNICAT	DISPATCH PHONE	\$ 80.13
59	Payroll Expense		\$ 55,551.84
60	GRAND TOTAL		\$ 268,875.94
61			
62		FUND TOTALS	
63	001 GENERAL FUND	\$ 36,627.48	
64	002 LIBRARY	\$ 12,213.31	
65	003 RECREATION	\$ 4,827.24	
66	004 FIRE AND RESCUE	\$ 5,822.01	
67	014 AMBULANCE	\$ 4,064.44	
68	110 ROAD USE TAX	\$ 4,662.03	
69	125 TIF	\$ 7.95	
70	398 DEREUCHE STORM	\$ 69,950.00	
71	600 WATER UTILITY	\$ 65,612.72	
72	610 SEWER UTILITY	\$ 9,536.92	
73	01 PAYROLL EXPENSE	\$ 55,551.84	
74	GRAND TOTAL	\$ 268,875.94	
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4-27-21 Claims List

	A	B	C
93	Cardmember Services (Visa)		
94	Admin	amazon prime, zoom, adobe acropro, forever envelopes, postage	\$ 1,024.77
95	Water	awwa membership, projector, idnr cert fee	\$ 671.70
96	Wastewater	water, batteries, first aid kits, work shoes	\$ 309.41
97	Nord Kalsem	termostat, filter	\$ 170.88
98	Library	chicken shed, vista print, postage	\$ 219.10
99	Parks and Rec	easter egg candy, batteries, glute machine, gloves	\$ 643.09
100	Fire	background checks, fire truck repair, janitorial supplies	\$ 1,611.94
101	Streets	mtd parts & power purchase and return	\$ 12.19
102	PD	gps receiver, dvd sleever protectors, computer, trauma kit, dvds, tourniquets, postage	\$ 841.12
103	Water Plant Expansion	lowes, menards	\$ 242.18
104	Total		\$ 5,746.38

CITY OF HUXLEY
YEAR TO DATE TREASURERS REPORT
AS OF: MARCH 31ST, 2021

FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES	NET CHANGE IN ASSETS	Y-T-D EXPENDITURES	NET CHANGE IN LIABILITIES	CLOSING BALANCE	INVESTMENTS YTD BALANCE	CHECKING BALANCE
001-GENERAL FUND	2,083,351.06	1,203,549.76	0.00	1,207,409.34	15,298.71	2,094,790.19	269,398.72	2,364,188.91
002-LIBRARY	0.00	82,816.13	0.00	132,195.95	626.90 (	48,752.92)	0.00 (	48,752.92)
003-RECREATION	0.00	121,850.15	0.00	161,469.10	2,725.17 (	36,893.78)	0.00 (	36,893.78)
004-FIRE AND RESCUE	0.00	18,441.46	0.00	48,641.07	1,778.10 (	28,421.51)	0.00 (	28,421.51)
006-CEMETERY	4,199.76	626.00	0.00	308.14	0.00	4,517.62	0.00	4,517.62
014-AMBULANCE	0.00	36,862.17	0.00	59,582.74	3,464.77 (	19,255.80)	0.00 (	19,255.80)
110-ROAD USE TAX	508,839.58	297,709.59	0.00	290,853.44	1,663.51	517,359.24	0.00	517,359.24
121-LOCAL OPTION TAX	35,635.60	353,272.25	0.00	0.00	0.00	388,907.85	0.00	388,907.85
124-LMI	434,156.26	0.00	0.00	0.00	0.00	434,156.26	0.00	434,156.26
125-TIF	0.00	1,319,331.50	0.00	143,735.80	0.00	1,175,595.70	0.00	1,175,595.70
140-CUSTOMER DEPOSITS	43,690.00	0.00	0.00	0.00 (	915.00)	42,775.00	0.00	42,775.00
200-DEBT SERVICE FUND	632,763.18	424,688.26	0.00	131,045.16	0.00	926,406.28	0.00	926,406.28
303-LIBRARY PROJECT FUND	2,504.80	0.00	0.00	0.00	0.00	2,504.80	0.00	2,504.80
319-RECREATION NEW EQUIPMENT	14,868.78	0.00	0.00	0.00	0.00	14,868.78	0.00	14,868.78
325-E. 1ST ST RECONSTRUCTION	230,462.59	0.00	0.00	41,562.59	0.00	188,900.00	0.00	188,900.00
332-CENTENNIAL WEST	46,917.69	0.00	0.00	0.00	0.00	46,917.69	0.00	46,917.69
338-WATER METERS	3,560.00	0.00	0.00	0.00	0.00	3,560.00	0.00	3,560.00
339-560TH AVENUE PAVING	1,593,765.75	1,000,000.00	0.00	2,368,303.98	0.00	225,461.77	0.00	225,461.77
340-Trail Paving Project	(58,185.01)	287,479.59	0.00	101,005.30	0.00	128,289.28	0.00	128,289.28
342-HMGP Generator Project	(168,343.45)	145,859.08	0.00	23,280.00	0.00 (	45,764.37)	0.00 (	45,764.37)
343-KUM N GO WATER & SEWER	255,004.17	0.00	0.00	52,065.63	0.00	202,938.54	0.00	202,938.54
344-STREET & WATER REPAIRS	(220,332.41)	0.00	0.00	140,023.97	0.00 (	360,356.38)	0.00 (	360,356.38)
398-DEREUCHE STORM	0.00	365,853.51	0.00	330,336.88	2,845.40	38,362.03	0.00	38,362.03
600-WATER UTILITY	406,565.29	723,486.72	0.00	450,421.97	15,778.01	695,408.05	579,355.22	1,274,763.27
601-WATER SINKING FUND	0.00	0.00	0.00	2,525.00	0.00 (	2,525.00)	0.00 (	2,525.00)
602-WATER RESERVE FUND	98,500.00	0.00	0.00	0.00	0.00	98,500.00	0.00	98,500.00
610-SEWER UTILITY	707,195.63	712,798.17	0.00	432,891.03	2,024.38	989,127.15	481,855.22	1,470,982.37
611-SEWER SINKING FUND	(230.00)	0.00	0.00	5,155.00	0.00 (	5,385.00)	0.00 (	5,385.00)
612-SEWER RESERVE FUND	90,565.00	0.00	0.00	0.00	0.00	90,565.00	0.00	90,565.00
GRAND TOTAL	6,745,454.27	7,094,624.34	0.00	6,122,812.09	45,289.95	7,762,556.47	1,330,609.16	9,093,165.63

*** END OF REPORT ***

Instructions on the reverse sideFor period (MM/DD/YYYY) 7 / 1 / 2021 through June 30, 2022

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

Business Information:Trade Name/DBA CASEY'S MARKETING COMPANY/DBA-CASEY'S #2474Physical Location Address 104 N HWY 69 City HUXLEY ZIP 50124Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021Business Phone Number 5155973555**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORES, INC.Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA.FISHER@CASEYS.COM**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒**Type of Establishment: (Select the option that best describes the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Has vending machine that assembles cigarettes ☐ Other ☐

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

Signature of Owner(s), Partner(s), or Corporate Official(s)Name (please print) JULIA L. JACKOWSKI, CASEY'S MARKETING SECRETARYSignature *Julia L. Jackowski*Date 4/20/2021

Name (please print) _____

Signature _____

Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE☐ Fill in the amount paid for the permit: \$75.00 ck#290413☐ Fill in the date the permit was approved by the council or board: _____☐ Fill in the permit number issued by the city/county: _____☐ Fill in the name of the city or county issuing the permit: _____• New ☐ Renewal ☐

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

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

Instructions on the reverse sideFor period (MM/DD/YYYY) 7 / 1 / 2021 through June 30, 2022

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

Business Information:Trade Name/DBA CASEY'S MARKETING COMPANY/DBA-CASEY'S #2842Physical Location Address 902 N HWY 69 City HUXLEY ZIP 50124Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021Business Phone Number 5155974443**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORES, INC.Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA.FISHER@CASEYS.COM**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒**Type of Establishment: (Select the option that best describes the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Has vending machine that assembles cigarettes ☐ Other ☐

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

Signature of Owner(s), Partner(s), or Corporate Official(s)Name (please print) JULIA L. JACKOWSKI, CASEY'S MARKETING SECRETARYSignature Date 4/20/2021

Name (please print) _____

Signature _____

Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE☐ Fill in the amount paid for the permit: 75.00 & # 290414☐ Fill in the date the permit was approved by the council or board: _____☐ Fill in the permit number issued by the city/county: _____☐ Fill in the name of the city or county issuing the permit: _____• New ☐ Renewal ☐

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 7 / 1 / 2021 through June 30, 2022

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

Business Information:

Trade Name/DBA Kum & Go # 0131

Physical Location Address 1706 Hwy 210 City Huxley ZIP 50124

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

Business Phone Number 515-457-6249

Legal Ownership Information:

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

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

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

Phone Number (515) 457-6000 Fax Number _____ Email Licenses@Kumandgo.com

Retail Information:

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

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

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

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

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐

Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐

Has vending machine that assembles cigarettes ☐ Other ☐ _____

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

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

Name (please print) Charles Campbell

Name (please print) _____

Signature [Signature]

Signature _____

Date 4/15/2021

Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$15.00 ac 480914
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New ☐ Renewal ☐

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

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

ORDINANCE NO. 512

AN ORDINANCE AMENDING CHAPTER 35, FIRE AND RESCUE DEPARTMENT ORDINANCE

BE IT ORDAINED by the City Council of the City of Huxley, Iowa, that:

Section 1. Chapter 35, of the Huxley Code of Ordinances; Fire and Rescue Department Ordinance is hereby amended as follows:

Fire and Rescue Department to become Fire Department

35.06 ELECTION OF OFFICERS During the month of January each year, a Fire Chief ~~and two Deputy Chiefs~~ shall be elected ~~officers of the department. Each officer~~ The Fire Chief shall serve a term of ~~one~~ two years which shall commence on February 1 following such election and end on the last day of January in the next year. The Fire Chief shall be elected by a majority of all voting members of the department subject to the approval of the Council and shall appoint the Deputy Chief of the fire division and the Deputy Chief of the EMS division. ~~The Deputy Chief of the fire division shall be elected by a majority of all voting members assigned to the fire division subject to the approval of the Council. The Deputy Chief of the EMS division shall be elected by a majority of all voting members of the department assigned to the EMS division subject to the approval of the Council.~~ A vacancy in the office of Fire Chief ~~or Deputy Chief~~ for whatever reason, shall be filled by election in the same manner provided in this section within thirty days after the occurrence of such vacancy for the remaining unexpired term.

35.07 MEMBERSHIP QUALIFICATIONS Any person who is eighteen (18) years of age or older who permanently resides within the corporate limits of the City or who resides within ~~three~~ five miles of the corporate limits of the City or who is regularly employed within the corporate limits of the City and who is mentally competent and physically able to perform the duties of a firefighter or a first responder and who submits in writing to the Fire Chief an application for appointment as a member of the department in the position of firefighter or first responder shall qualify for appointment to the position designated in the written application upon the approval of the Fire Chief, the Deputy Chief of the of the designated division and the Council. An applicant who qualifies and requests to be appointed to both the position of firefighter and first responder may be appointed to serve in both positions at the same time. All approvals required for appointment as a member of the department shall be endorsed on the appointee's application form.

35.17 DEMOLITION OF BUILDINGS ~~The Mayor, with the advice of the Council members present at any fire, or in the absence of the Mayor and any Council members,~~ the Fire Chief may order the demolition of any building or other structure whenever it is deemed necessary to arrest the progress of a fire.

35.18 DUTIES OF PRIVATE CITIZENS Every person at a fire who is not a member of the department shall be subject and obedient to the orders of the Fire Chief, the Deputy Chiefs, ~~the Mayor, Council members~~ and the Police Chief, provided, such members first make their status known, in the extinguishing of the fire and the removal and protection of the property.

PASSED AND APPROVED this _____ day of ____ 2021.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

First Reading: April 13, 2021

Second Reading: April 27, 2021

Third Reading:

Date Adopted:

Date of Publication by posting:

ORDINANCE NO. 513

**AN ORDINANCE AMENDING
CHAPTER 65 STOP OR YIELD REQUIRED ORDINANCE**

BE IT ORDAINED by the City Council of the City of Huxley, Iowa, that:

Section 1. Chapter 65, of the Huxley Code of Ordinances; Stop or Yield Required Ordinance is hereby amended as follows:

65.01 STOP REQUIRED

49. Sycamore Blvd and North Park Blvd northbound traffic

50. Hickory Drive and Sycamore Blvd. northbound traffic

51. Pine Valley Dr. and Sycamore Blvd northbound traffic

52. Pine Valley Dr and Cypress Dr southbound traffic

53. Hickory Drive and Cypress Drive southbound traffic

PASSED AND APPROVED this _____ day of ____ 2021.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

First Reading: April 13, 2021

Second Reading: April 27, 2021

Third Reading:

Date Adopted:

Date of Publication by posting:

COUNCIL COMMUNICATION

AGENDA HEADING:

Motion to Approve Repair Work for 1998 Spartan Motors Fire Truck

SUBMITTED BY: Rita Conner, City Administrator; Todd Moomaw, Fire & Rescue Chief

SYNOPSIS:

The referenced vehicle was taken in for routine maintenance and to check oil leakage. Examination of revealed a leaking head gasket. The repair work will take the total amount over \$5,000.

Additional information is in the attachment.

FISCAL IMPACT: YES

Amount: \$3,999.55 for head gasket work; total repair bill \$5,157.37

Funding Source: City of Huxley General Fund, FY 2021 budget amendment

ADDITIONAL INFORMATION: ATTACHED

ADMINISTRATOR RECOMMENDATION: APPROVAL

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- Completion of repair work



TRUCK CENTER COMPANIES



3601 ADVENTURELAND DRIVE
ALTOONA, IA 50009

(515) 967-3500

Sold To **CITY OF HUXLEY - 23813**
515 N MAIN AVE
HUXLEY IA 50124

Ship To **CITY OF HUXLEY - 23813**
515 N MAIN AVE
HUXLEY IA 50124

SERVICE ESTIMATE E103030889

ESTIMATE: R103039734

UNIT NO: 206

CONTACT #: (515) 441-1717

MILEAGE: 14,410

VIN: 4S7CT109XWC027902

P.O. NO:

LICENSE:

YEAR/MAKE/MODEL: 1998 / SPARTAN MOTORS / FIRETRUCK

DATE CREATE: 4/15/21

CPL/ARRG:

ENGINE/MODEL/SN: CUMMINS / C8 / 45655735

DATE INVOICED:

R RATIO:

TRANS/MODEL/SN: / /

TAG #: NONE

RXLS/MODEL/SN: / /

DEL MILE:

Estimate Operations

JOB #1 DOT TI \$70.00 TRUCK DOT INSPECTION

COMPLAINT \$70.00 TRUCK DOT INSPECTION

CAUSE

CORRECTION PULLED UNIT INTO BAY. HAD TO GET ENGINE SERIAL NUMBER FOR TOWER. HAD TO GET WITH CHAD TO LIFT CAB SO ACCESS ENGINE. PERFORMED INSPECTION ON UNIT. FOUND ISSUES. SEE SERVICE SHEET.

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
	LABOR 00-20	STANDARD-GENERAL INFORMATION/DOT TRUCK		70.00
TOTAL JOB #1 DOT TRUCK				70.00

Parts: \$0 Labor: \$70.00 Misc: \$0 Sublet: \$0 \$70.00

JOB #2 00 GENERAL INFORMATION

COMPLAINT CHANGE ENGINE AIR FILTER

CAUSE

CORRECTION REMOVED AIR FILTER AND SENT PART NUMBER TO PARTS. INSTALLED NEW FILTER. MARKED WITH DAY AND MILES WAS REPLACED

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
	LABOR 00-10	INSPECT-GENERAL INFORMATION		112.00
1	103D/FAR 062891 001	AIR FILTER	100.34	100.34
TOTAL JOB #2 00				212.34

Parts: \$100.34 Labor: \$112.00 Misc: \$0 Sublet: \$0 \$212.34

JOB #4 RVSER \$375 MOTORHOME 15W40 SERVICE SPECIAL

COMPLAINT \$375 MOTORHOME 15W40 SERVICE SPECIAL

CAUSE ISC - CUMMINS SERVICE

CORRECTION

DRAINED OIL AND FILTER, CHANGED FUEL FILTERS, ADDED OIL AND FILTER. GREASED UNIT AND INSPECTED UNIT AND FOUND ISSUES. SEE SERVICE SHEET. RAN UNIT TOPPED OFF OIL. UNABLE TO GREASE U JOINT AT TRANSFER CASE DUE TO A BELLY PAN IN THE WAY AND UNABLE TO REACH. HAD TO DRAIN A LOT OF WATER OUT OF TANKS.

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
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SERVICE ESTIMATE: E103030889

ESTIMATE: R103039734

Estimate Operations (Cont.)

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
	LABOR 01-30	MOTORHOME-ENGINE/ 40 QRTS MAX		240.09
1	103B/BD103	Lube Spin on	32.61	32.61
1	103B/BF788	Fuel Spin on	7.78	7.78
2	103D/MBL 101025	400LB GREASE DTUM HTS	3.82	7.64
24	103D/MBL 105816	DELVAC 1300 15W40 CK4 (QTS)	3.47	83.28
24	EPA	EPA - OIL RECOVERY FEE	0.15	3.60
TOTAL JOB #4 RVSERVICESPCL				375.00

Parts: \$131.31 Labor: \$240.09 Misc: \$3.60 Sublet: \$0 \$375.00

JOB #5 00 GENERAL INFORMATION

COMPLAINT EXHAUST LEAK AT MUFFLER TIP CHECK AND ADVISE

CAUSE

CORRECTION EXHAUST NEEDS BAND CLAMP AND 2 V CLAMPS BACK OF TURBO-WILL P/R PARTS TO EST.

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
	LABOR 00-10	INSPECT-GENERAL INFORMATION		140.00
	LABOR 01-10	FLEET-ENGINE		175.00
2	103C/3905216	CLAMP V BAND	41.54	83.08
1	103D/ABP N35 40PLS	CLAMP BAND 4IN ST STL TORCTITE	9.48	9.48
	C	ONE CLAMP LOCAL CUMMINS HAS		
TOTAL JOB #5 00				407.56

Parts: \$92.56 Labor: \$315.00 Misc: \$0 Sublet: \$0 \$407.56

JOB #6 00 GENERAL INFORMATION

COMPLAINT UNIT HAS OIL LEAK CHECK AND ADVISE

CAUSE

CORRECTION STEAMED ENGINE OFF AND FOUND TRUCK HAS HEAD GASKET LEAKING.

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
	LABOR 00-10	INSPECT-GENERAL INFORMATION		140.00
	LABOR 01-10	FLEET-ENGINE		3,360.00
1	103C/5579026	KIT UPPER ENGINE GASKET	499.55	499.55
	c	ava cedar rapids cummins 2-3 days out		
TOTAL JOB #6 00				3,999.55

Parts: \$499.55 Labor: \$3,500.00 Misc: \$0 Sublet: \$0 \$3,999.55

JOB #7 00 GENERAL INFORMATION

COMPLAINT TIE ROD EYELIDS BOLT FALLNG OUT CHECK AND ADVISE

CAUSE

CORRECTION NO FAULT FOUND

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
	LABOR 00-10	INSPECT-GENERAL INFORMATION		42.00
TOTAL JOB #7 00				42.00

Parts: \$0 Labor: \$42.00 Misc: \$0 Sublet: \$0 \$42.00

JOB #8 00 GENERAL INFORMATION



SERVICE ESTIMATE: E103030889

ESTIMATE: R103039734

Estimate Operations (Cont.)

COMPLAINT FREE CLEVIS PIN CHECK AND ADVISE

CAUSE

CORRECTION CLEVIS PIN LOOK OK

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
	LABOR 00-10	INSPECT-GENERAL INFORMATION		42.00
TOTAL JOB #8 00				42.00
Parts: \$0 Labor: \$42.00 Misc: \$0 Sublet: \$0 \$42.00				

JOB #9 00-01 PARTS NOT COVERED ON SERVICE SPECIAL

COMPLAINT PARTS NOT COVERED ON SERVICE SPECIAL

CAUSE

CORRECTION

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
1	103B/BF1280	Fuel/Water Separator	8.92	8.92
TOTAL JOB #9 00-01				8.92
Parts: \$8.92 Labor: \$0 Misc: \$0 Sublet: \$0 \$8.92				

Estimate Operations Totals**Parts: \$832.68 Labor: \$4,321.09 Misc: \$3.60 Sublet: \$0.00 \$5,157.37**

We can now email your invoices and statements.

Email us at crediteast@truckcentercompanies.com

The only warranties applying to this part(s) are those which may be offered by the manufacturer. The selling dealer HEREBY expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes or authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income, or any other incidental damages.

TERMS NET, NO CASH DISCOUNT. Payment is due by the 10th of month following purchase. A FINANCE CHARGE of 16% PER ANNUM will be charged on all accounts which have balances 30 days or more past due. 15% handling charge on all parts returned for credit or exchange. All claims and returned goods must be accompanied by this bill. NO RETURNS AFTER 30 DAYS.

AR

LABOR

PARTS

MISC

SUBLET

SUBTOTAL \$5,157.37

SHOP SUPPLIES \$300.00

MISC SUPPLIES \$0.00

TAX \$0

TOTAL \$5,457.37

AUTHORIZED BY

DATE

REMIT TO: PO Box 27379 Omaha, NE 68127 319-833-2973

COUNCIL COMMUNICATION

AGENDA HEADING:

Approve Notice to Proceed, Contract, and Bonds and Authorize Mayor to Execute for the East 1st Street Project

SUBMITTED BY: Rita Conner, City Administrator

SYNOPSIS:

The East 1st Street project is the reconstruction of East 1st off Highway 69. The existing roadway will be removed and a new 8" PCC street will be constructed. Storm sewers, intakes and driveways will be removed and replaced. The project will be initiated after July 1, 2021 as part of the FY 2022 Capital Improvement Plan (CIP).

At this meeting, Council is requested to:

- Approve notice to proceed, contract and bonds with Concrete Technologies (Brian Blackford, President, 1001S. E. 37th Street Grimes, Iowa 50011) in the amount of \$621,536 and authorize the Mayor to execute.

FISCAL IMPACT: YES

Amount: \$621,536.00

Funding Source: Surface Transportation Block Grant (STBG) Swap Funding Awards, 2020 Bond Proceeds. Org and Fund code for the East 1st Street Project to be established by City Clerk/Finance Officer

ADDITIONAL INFORMATION:

- Original engineer's project cost estimate was \$724,349
- The project was originally contemplated to be undertaken in two phases; the phases were combined into one project in 2020 in effort minimize inconvenience to the adjacent owners and traveling public.
- Staff, consulting engineers and the project contractor will prioritize communication with the public for access and logistics during the construction process.

RECOMMENDATION: APPROVAL

BOARD/COMMISSION ACTION(S): NONE

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS: YES

- Public information meeting planned for first week of May and ongoing communication
- Initiation of work after July 1, 2021

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. 21-034

**RESOLUTION APPROVING NOTICE TO PROCEED, CONTRACT AND BONDS
FOR THE EAST 1ST STREET PROJECT AND AUTHORIZE MAYOR TO EXECUTE**

WHEREAS, on April 13, 2021 by Resolution No. 21-027, City Council approved the plans, specifications and form of contract and award of contract for the East 1st Street project and;

WHEREAS, the contract has been awarded to Concrete Technologies in the amount of \$621,536.

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

Approve notice to proceed, contract, and bonds and authorize Mayor to execute

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

PASSED, ADOPTED AND APPROVED this 27th day of April 2021.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 21-034** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 27th day of April 2021.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

CONTRACT

Letting Date: Jan 22, 2020 10:00 A.M.

Contract ID: 85-3630-092

Call Order No.: 109

County: STORY

Project Engineer: VEENSTRA & KIMM INC. (WEST DES MOINES)

Cost Center: 849300

Object Code: 890

DBE Commitment: \$17,500.00

Contract Work Type: PCC SIDEWALK/TRAIL

This agreement made and entered by and between the Contracting Authority,

CITY OF HUXLEY

and Contractor,

CALIBER CONCRETE, LLC

Vendor ID: CA052

City: ADAIR

State: IA

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed herein, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto.

Contractor, for and in considerations of \$ 374,253.64 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

Contractor certifies by signature on this contract, under pain of penalties for false certification, that the Contractor has complied with Iowa Code Section 452A.17(8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

In consideration of the foregoing, Contracting authority hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set fourth, subject to the conditions as set forth in the specifications.

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Contract Time of this Contract and assigned Notes.

To accomplish the purpose herein expressed, the Contracting authority and Contractor have signed this and one other identical instrument.

For Federal-Aid Contracts the Contractor certifies that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the contract.



01/27/2020 14:31:55

AASHTOWare Project™ Version 4.2.2 Revision 034

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Contract Project(s)

Contract ID: 85-3630-092

Call Order No.: 109

Letting Date: Jan 22, 2020 10:00 A.M.

Project Number: TAP-R-3630(092)--8T-85

County: STORY

Project Work Type: PCC SIDEWALK/TRAIL

Accounting ID: 36528

Location: In the city of Huxley On Heart of Iowa Nature Trail Paving from Hwy 69 to 320th Street

Route: HEART OF IOWA TRAIL

Federal Aid - Predetermined Wages are in Effect



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AASHTOWare Project™ Version 4.2.2 Revision 034

Page 2 of 4

Contract Time

Contract ID: 85-3630-092

Call Order No.: 109

Letting Date: Jan 22, 2020 10:00 A.M.

Site ID	Site Details	Liquidated Damages
00	8/22/2020 COMPLETION DATE	\$1,000.00

(*) - Indicates Cost Plus Time Site. See Schedule of Items for Cost Per Unit

Notes

Contracts ID: 85-3630-092**Call Order No.:** 109**Letting Date:** Jan 22, 2020 10:00 A.M.

Notes :

There are no notes for this contract.



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Contract Addenda

Contract ID: 85-3630-092

Call Order No.: 109

Letting Date: Jan 22, 2020 10:00 A.M.

No Addenda for this Contract.

Contract Specifications List

Page 1 of 1

Contract ID: 85-3630-092**Call Order No.:** 109**Letting Date:** January 22, 2020 10:00 A.M.

Note	Description
001.2015	<p>*** STANDARD SPECIFICATIONS -- SERIES 2015 ***</p> <p>The Iowa Department of Transportation STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2015, plus applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications AND Special Provisions shall apply to construction work on this contract.</p>
410.11	<p>*** STORM WATER POLLUTION PREVENTION PLAN ***</p> <p>A Storm Water Pollution Prevention Plan has been developed by the Contracting Authority for one or more projects on this contract. See the project plans (or other contract document) for specific Storm Water Pollution Prevention Plan details.</p>
FHWA-1273.05	<p>FHWA-1273: REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS</p>
GS-15009	<p>GENERAL SUPPLEMENTAL SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION</p>
IA19-81.0	<p>PREDETERMINED WAGE RATE - GENERAL DECISION NUMBER IA190081 FOR HEAVY AND HIGHWAY CONSTRUCTION -- STATEWIDE (EXCEPT SCOTT COUNTY)</p> <p>Note: The Contractor shall review the contract documents and is responsible for identifying which zone(s), as defined in the Predetermined Wage Rate specification, apply to the work on the contract.</p> <p>*** Additional Requirement ***</p> <p>The Prime Contractor shall submit certified payrolls for itself and each approved Subcontractor weekly to the Project Engineer. The Contractor may use the Iowa D.O.T. Certified Payroll form or other approved form. The Contractor shall list the craft for each employee covered by the Predetermined Wage Rates. The Prime Contractor shall sign each of the Subcontractor's payrolls to acknowledge the submittal of the Certified Payroll.</p>

Contract Schedule

Contract ID: 85-3630-092

Awarded Vendor: CA052

CALIBER CONCRETE, LLC

SECTION 0001 PCC TRAIL ITEMS
Alt Set ID: Alt Mbr ID:

\$374,253.64

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	2101-0850001 CLEARING AND GRUBBING	1.500 ACRE	4,400.00		6,600.00	
0020	2102-2625000 EMBANKMENT-IN-PLACE	1,165.000 CY	22.00		25,630.00	
0030	2121-7425020 GRANULAR SHOULDERS, TYPE B	21.000 TON	33.00		693.00	
0040	2123-7450000 SHOULDER CONSTRUCTION, EARTH	19.000 STA	275.00		5,225.00	
0050	2414-6444100 STEEL PIPE PEDESTRIAN HAND RAILING	50.000 LF	200.00		10,000.00	
0060	2416-1541036 REMOVE AND REINSTALL RIGID PIPE CULVERT LESS THAN OR EQUAL TO 36 IN.	70.000 LF	105.00		7,350.00	
0070	2417-1060018 CULVERT, CORRUGATED METAL ROADWAY PIPE, 18 IN. DIA.	28.000 LF	47.00		1,316.00	
0080	2417-1461036 REMOVE AND REINSTALL CORRUGATED PIPE CULVERT LESS THAN OR EQUAL TO 36 IN.	294.000 LF	52.50		15,435.00	
0090	2431-0000100 SEGMENTAL BLOCK RETAINING WALL	820.000 SF	30.00		24,600.00	
0100	2510-6745850 REMOVAL OF PAVEMENT	350.000 SY	14.00		4,900.00	
0110	2511-0302500 RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 5 IN.	3,790.000 SY	44.08		167,063.20	

Contract Schedule

Contract ID: 85-3630-092

Awarded Vendor: CA052

CALIBER CONCRETE, LLC

SECTION 0001 PCC TRAIL ITEMS
Alt Set ID: Alt Mbr ID:

\$374,253.64

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0120	2511-0310100 SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	35.000 STA	420.00		14,700.00	
0130	2511-7526006 SIDEWALK, P.C. CONCRETE, 6 IN.	72.000 SY	68.22		4,911.84	
0140	2511-7528101 DETECTABLE WARNINGS	48.000 SF	125.00		6,000.00	
0150	2515-2475006 DRIVEWAY, P.C. CONCRETE, 6 IN.	315.000 SY	54.84		17,274.60	
0160	2524-6765010 REMOVE AND REINSTALL SIGN AS PER PLAN	1.000 EACH	1,100.00		1,100.00	
0170	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			4,500.00	
0180	2528-8445110 TRAFFIC CONTROL	LUMP SUM			18,500.00	
0190	2528-8445113 FLAGGERS	2.000 EACH	495.00		990.00	
0200	2533-4980005 MOBILIZATION	LUMP SUM			27,000.00	
0210	2601-2636043 SEEDING AND FERTILIZING (RURAL)	1.500 ACRE	750.00		1,125.00	
0220	2601-2636044 SEEDING AND FERTILIZING (URBAN)	1.000 ACRE	2,000.00		2,000.00	
0230	2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	2,400.000 LF	2.50		6,000.00	



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Contract Schedule

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Contract ID: 85-3630-092

Awarded Vendor: CA052

CALIBER CONCRETE, LLC

SECTION 0001

PCC TRAIL ITEMS

\$374,253.64

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0240	2602-0000350 REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	2,400.000 LF	0.35		840.00	
0250	2602-0010010 MOBILIZATIONS, EROSION CONTROL	1.000 EACH	500.00		500.00	
Total Bid:					\$374,253.64	

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

PREDETERMINED WAGE RATE**IA19 - 81.0**

General Decision Number: IA190081 08/16/2019

State: Iowa

Construction Types: Heavy and Highway

Counties: Iowa Statewide.

STATEWIDE EXCEPT SCOTT COUNTY HEAVY CONSTRUCTION PROJECTS

(Does not include work on or pertaining to the Mississippi or Missouri Rivers or on Water and Sewage Treatment Plants), AND HIGHWAY PROJECTS (does not include building structures in rest areas)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	08/16/2019

SUIA2019-001 10/18/2017

CARPENTER AND PILEDRIVERMEN:	Rates	Fringes
ZONE 1	27.92	13.28
ZONE 2	26.03	13.38
ZONE 3	26.03	13.38
ZONE 4	25.55	10.80
ZONE 5 **	24.45	9.20
CONCRETE FINISHER:		
ZONE 1	27.50	7.10
ZONE 2	27.50	7.10
ZONE 3	27.50	7.10
ZONE 4	24.85	6.10
ZONE 5	23.80	6.10

PREDETERMINED WAGE RATE**IA19 - 81.0****ELECTRICIAN (STREET AND HIGHWAY LIGHTING
AND TRAFFIC SIGNALS)**

ZONE 1, 2, AND 3	24.45	6.50
ZONE 4	23.15	6.50
ZONE 5	21.00	6.50

IRONWORKER: (SETTING OF STRUCTURAL STEEL)

ZONE 1	30.50	10.70
ZONE 2	28.41	10.70
ZONE 3	28.41	11.00
ZONE 4	26.35	9.50
ZONE 5 **	24.50	9.05

LABORER:

ZONE 1, 2, AND 3		
GROUP AA	25.53	9.18
GROUP A	23.15	9.18
GROUP B	21.30	9.18
GROUP C	18.22	9.18
ZONE 4		
GROUP A	20.82	8.63
GROUP B	19.50	8.63
GROUP C	16.62	8.63
ZONE 5		
GROUP A	21.32	7.18
GROUP B	18.82	7.18
GROUP C	17.97	7.18

POWER EQUIPMENT OPERATOR:

ZONE 1		
GROUP A	31.75	14.55
GROUP B	30.20	14.55
GROUP C	27.70	14.55
GROUP D	27.70	14.55
ZONE 2		
GROUP A	31.05	14.55
GROUP B	29.45	14.55
GROUP C	26.90	14.55
GROUP D	26.90	14.55
ZONE 3		
GROUP A	29.05	23.30
GROUP B	27.25	23.30
GROUP C	26.25	23.30
GROUP D	26.25	23.30
ZONE 4		
GROUP A	30.55	11.65
GROUP B	29.41	11.65
GROUP C	27.33	11.65
GROUP D	27.33	11.65

PREDETERMINED WAGE RATE**IA19 - 81.0****ZONE 5**

GROUP A	27.37	9.60
GROUP B	26.33	9.60
GROUP C	24.60	9.60
GROUP D	23.60	9.60

TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON)

ZONE 1	23.85	10.85
ZONE 2	23.85	10.85
ZONE 3	23.85	10.85
ZONE 4	23.85	6.65
ZONE 5	21.90	6.65

ZONE DEFINITIONS

ZONE 1	The Counties of Polk, Warren and Dallas for all Crafts, and Linn County Carpenters only.
ZONE 2	The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.
ZONE 3	The Cities of Burlington, Clinton, Fort Madison, Keokuk, and Muscatine (and abutting municipalities of any such cities).
ZONE 4	Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison, and Marion Counties; Clinton County (except the City of Clinton), Johnson County, Muscatine County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County.
ZONE 5	All areas of the state not listed above.

LABORER CLASSIFICATIONS - ALL ZONES

GROUP AA – {Skilled pipelayer (sewer, water and conduits) and tunnel laborers; Asbestos abatement worker} (Zones 1, 2, and 3).

GROUP A – Carpenter tender on bridges and box culverts; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills and similar drills; form setter/stringman on paving work; gunnite nozzle man; joint sealer kettleman; laser operator; powderman tender; powderman/blaster; saw operator; sign erector*; {pipelayer (sewer, water, and conduits); tunnel laborer; Asbestos abatement worker} (Zones 4 and 5).

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under 400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jackhammerman; mechanical grouter; painter (all except strippers); paving breaker; planting trees, shrubs and flowers; power broom (not self-propelled); power buggymen; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching;

sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint strippers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor; water carrier.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

GROUP A - All terrain (off road) forklift, Asphalt breakdown roller (vibratory); Asphalt laydown machine; asphalt plant; Asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above); dragline and power shovel; dredge engineer; excavator (over ½ cu. yd.); front end loader (4 cy and over); horizontal boring machine; master mechanic; milling machine (over 350 hp); motor grader (finish); push cat; rubber tired backhoe (over ½ cu. yd.); scraper (12 cu. yd. and over or finish); Self-propelled rotary mixer/road reclaimer; sidebroom tractor; slipform portland concrete paver; tow or push boat; trenching machine (Cleveland 80 or similar).

GROUP B - Articulated off road hauler, asphalt heater/planer; asphalt material transfer vehicle; Asphalt roller; belt loader or similar loader; bulldozer (rough); churn or rotary drill; concrete curb machine; crawler tractor pulling ripper, disk or roller; deck hand/oiler; directional drill (less than 60,000 (lbs) pullback); distributor; excavator (1/2 cu. yd. and under); form riding concrete paver; front end loader (2 to less than 4 cu. yd.); group equipment greaser; mechanic; milling machine (350 hp. and less); paving breaker; portland concrete dry batch plant; rubber tired backhoe (1/2 cu. yd. and under); scraper (under 12 cy); screening, washing and crushing plant (mobile, portable or stationary); shoulder machine; skid loader (1 cu. yd. and over); subgrader or trimmer; trenching machine; water wagon on compaction.

GROUP C - Boom & winch truck; concrete spreader/belt placer; deep wells for dewatering; farm type tractor (over 75 hp.) pulling disc or roller; forklift; front end loader (under 2 cu. yd.); motor grader (rough); pile hammer power unit; pump (greater than three inch diameter); pumps on well points; safety boat; self-propelled roller (other than asphalt); self-propelled sand blaster or shot blaster, water blaster or striping grinder/remover; skid loader (under 1 cu. yd.); truck mounted post driver.

GROUP D - Boiler; compressor; cure and texture machine; dow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck crane driver/oiler.

**** CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5)**

Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.

*** ADDED CRAFT - SIGN ERECTOR**

WELDERS: Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in

the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. Example: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

- 4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Doc Express Document Signing History

Contract: 85-3630-092 Document: BO 109 85-3630-092 200122 CONTRACT

Date	Signed By
03/16/2020	Jason Martin Caliber Concrete LLC Digital Signature (Signed by Contractor)
03/17/2020	Rita Conner City of Huxley - Iowa Electronic Signature (Local Public Agency View and Sign Performance Bond)
03/18/2020	Rita Conner City of Huxley - Iowa Digital Signature (Local Public Agency Signed Contract (by Authorized Signatory))
03/18/2020	Dot Contracts Iowa DOT Electronic Signature (Check by Contracts and Specifications Bureau (DOT))
03/18/2020	Mark Dunn Iowa DOT Digital Signature (Signed by Contracts and Specifications Bureau (DOT))
03/18/2020	Dot Contracts Iowa DOT Electronic Signature (Marked Completed by Contracts and Specifications Bureau (DOT))

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/07/16, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 1429172 00

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
MARK E. KEARNES, JOSEPH I. SCHMIT, JEFFREY R. BAKER, JILL SHAFFER, GREG T. LAMAIR, NANCY D. BALTUTAT, PATRICK K. DUFF, CHRISTOPHER R. SEIBERLING, JOINTLY OR SEVERALLY

of **WEST DES MOINES** and State of **IA** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship** - - - - -

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **07th** day of **JUNE** A.D., 2016 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **07th** day of **JUNE** A.D., 2016 , before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **16** day of **3** A.D., 2020



Frank A. Carrino, Secretary

RESOLUTION NO. 21-035

Resolution Setting the Date of Public Hearing for the Meadow Lane Investments, LLC Annexation

WHEREAS, Meadow Lane Investments, LLC has submitted application for the annexation of the area in the legal description included with this resolution ; and

WHEREAS, the City is required to conduct a public hearing on the proposed rezoning to allow for public comment; and

WHEREAS, Meadow Lane Investments, LLC has submitted materials demonstrating the area proposed for annexation; and

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

WHEREAS, information on the proposed annexation will 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 May 25, 2021 at 6:00 p.m. for the public hearing on the Proposed Meadow Lane Investments, LLC annexation and directs the City Clerk to prepare and publish notice of said hearing.

PASSED AND APPROVED this 27th day of April 2021.

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

PASSED, ADOPTED AND APPROVED this 27th day of April 2021.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 21-035** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 27th day of April 2021

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

**NOTICE OF PUBLIC HEARING ON ANNEXATION OF PROPERTY OWNED BY
MEADOWLANE INVESTMENTS LLC INTO THE CITY OF HUXLEY, IOWA**

TO: ALL CITIZENS AND RESIDENTS OF THE CITY OF HUXLEY, IOWA, AND TO ALL OTHER PERSONS WHO MAY BE ENTITLED TO NOTICE OF ANNEXATION UNDER THE PROVISIONS OF IOWA CODE SECTION 368.7.

YOU ARE HEREBY NOTIFIED that Meadow Lane Investments, LLC, titleholders of several parcels of land legally described as follows: **MEADOWLANE INVESTMENTS LLC**,

ANNEXATION DESCRIPTION: BEGINNING AT THE SOUTHEAST CORNER OF LOT SEVEN (7) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4), WEST 28.5 RODS, NORTH 13 RODS 3 FEET, TO ROAD, NORTHEAST ALONG SOUTH LINE OF ROAD 30 RODS 6 FEET, SOUTH 27 RODS TO PLACE OF BEGINNING; ALL IN SECTION TWENTY-FOUR (24), TOWNSHIP EIGHTY-TWO (82) NORTH, RANGE TWENTY-FOUR (24) WEST OF THE 5TH P.M., STORY COUNTY, IOWA.

LAYMAN'S DESCRIPTION: North of Oak Blvd and South of Oak Bend Road

have requested Annexation of said parcels to the City.

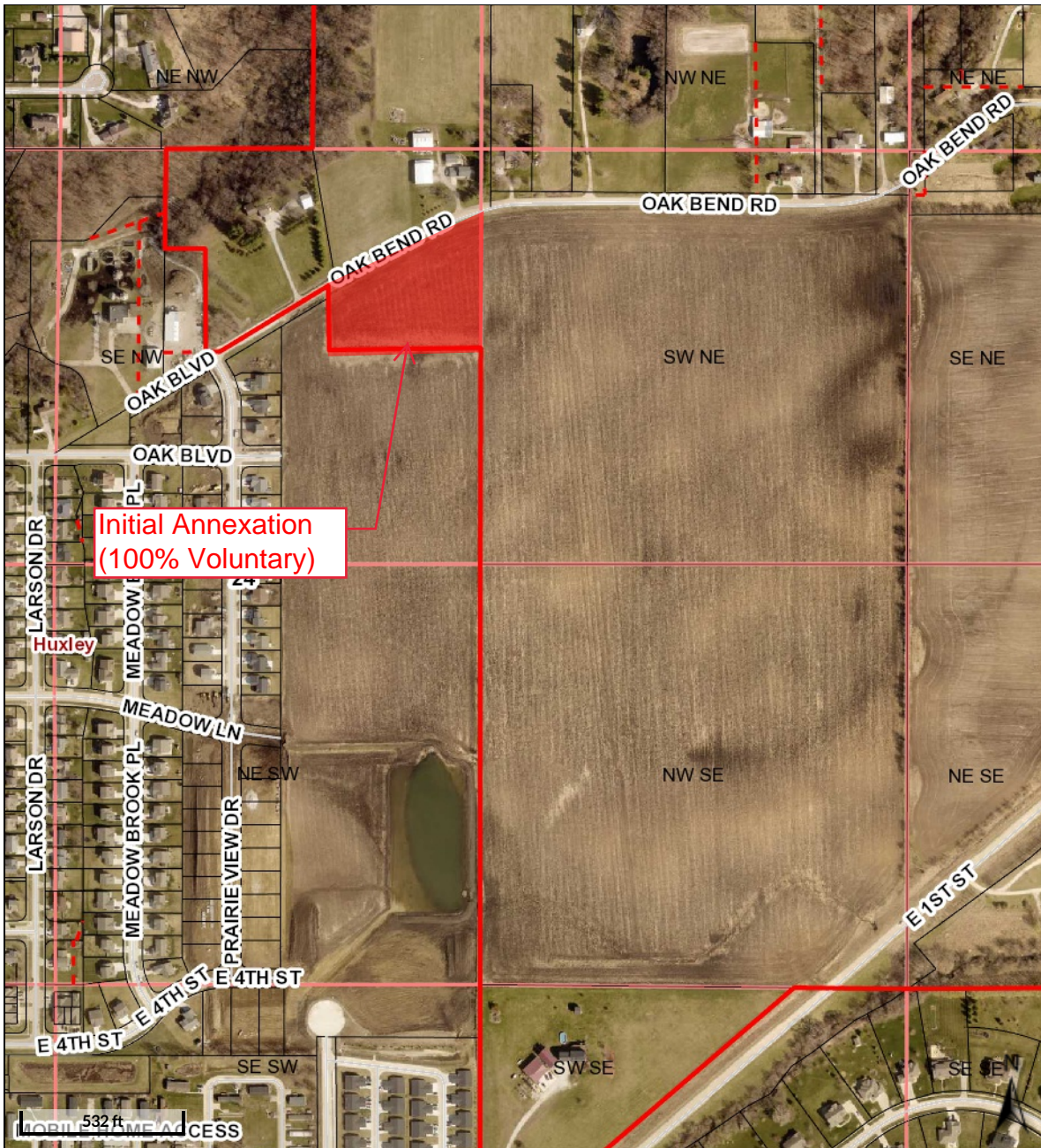
YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that a hearing before City Council on the above-described Annexation has been set to commence on the 25th day of May at 6:00 p.m. in the City Council Chambers, 515 N. Main Avenue in the City of Huxley, Iowa, at which time and place any person wishing to speak for or against said Annexation will be given the opportunity to be heard.

Submitted by: Amy Kaplan, Zoning Clerk

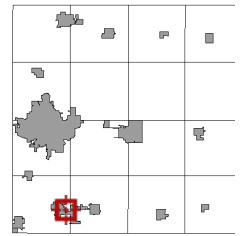


Beacon™

Story County, IA / City of Ames



Overview



Legend

- Parcels
- Lots
- Townships
- Sections
- Quarter Quarters
- Corporate Limits
- Road Centerlines

Concerning Assessment Parcels and Platted Lots Within the City of Ames Jurisdiction:

The solid parcel boundary lines represent the legal description as recorded and are not necessarily the official platted lot lines. Dashed lines are official platted lots. If a parcel contains dashed lines, please contact the Ames Planning & Housing Department (515-239-5400) to determine which lines can be recognized for building permit or zoning purposes. If you have questions regarding the legal description or parcel measurements, please contact the Story County Auditor's office (515-382-7210).

Date created: 2/11/2021

Last Data Uploaded: 2/10/2021 11:57:51 PM

Developed by **Schneider**
GEOSPATIAL

COUNCIL COMMUNICATION

AGENDA HEADING:

Approving Agreement for Professional Engineering Services with Veenstra & Kimm, Inc. for the Iowa Department of Transportation I-35 Widening Project

SUBMITTED BY: Rita Conner, City Administrator

SYNOPSIS:

Veenstra & Kimm, Inc (Forrest Aldrich, P.E. 3000 Westown Parkway West Des Moines, Iowa 50266) has submitted an agreement for professional engineering services for utility relocation on the Iowa Department of Transportation (IDOT) I-35 Widening Project.

Work will include the design for relocating the water main on the west side of Interstate 35, the water main crossing under I-35 at the HOINT, the water main crossing at E. 1st and I-35 and the sanitary sewer force main at E. 1st and I-35. The plans and specifications will be incorporated into the IDOT plans for the interstate widening project.

Additional information is below and in the attachments.

FISCAL IMPACT:

Amount: \$74,800

Funding Source: Iowa Department of Transportation

ADDITIONAL INFORMATION: YES

- IDOT will pay for the engineering services to prepare the design plans.
- Planning for the I-35 widening project has been underway for 2-3 years and was accounted for in the work to extend water and sewer to Kum & Go in 2019/20.

PREVIOUS COUNCIL ACTION(S): NONE

RECOMMENDATION: APPROVAL

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- Completion of design and initiation of project

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. 21-036

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH
VEENSTRA & KIMM, INC. FOR UTILITY RELOCATION FOR THE IOWA
DEPARTMENT OF TRANSPORTATION I-35 WIDENING PROJECT**

WHEREAS, the City of Huxley proposes to hire professional civil engineering services to prepare design plans and specifications for the relocation of utilities as part of the Iowa Department of Transportation (IDOT) I-35 Widening Project and;

WHEREAS, Veenstra and Kimm, Inc. have presented an agreement describing the services to be provided and the associated cost not to exceed \$74,800 and;

WHEREAS, the IDOT will pay for the engineering services to perform the work in the agreement.

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

The professional engineering services agreement from Veenstra and Kimm, Inc is hereby approved.

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

PASSED, ADOPTED AND APPROVED this 27th day of April 2021.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 21-036** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 27th day of April 2021.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk



VEENSTRA & KIMM, INC.

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

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

April 21, 2021

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

CITY OF HUXLEY, IOWA
UTILITY RELOCATION FOR INTERSTATE 35 WIDENING
AGREEMENT

Enclosed are two copies of the proposed engineering services agreement for the Utility Relocation for Interstate 35 Widening project. If the agreement is acceptable to the City of Huxley, please arrange for execution of each document. Return one executed document to our office.

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

VEENSTRA & KIMM, INC.

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

Forrest S. Aldrich

FSA:dml
0-03
Enclosures

AGREEMENT

UTILITY RELOCATION FOR INTERSTATE 35 WIDENING CITY OF HUXLEY, IOWA

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between the **CITY OF HUXLEY, IOWA**, hereinafter referred to as the **City**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, with principal office in West Des Moines, Iowa, party of the second part, hereinafter referred to as the **Engineers**,

WHEREAS, the City has received notice from the Iowa Department of Transportation that certain water and sewer utility lines crossing and adjacent to Interstate 35 are in conflict with the future widening of Interstate 35 between East First Street and Highway 210, and

WHEREAS, the City is now contemplating entering into a utility agreement with the Iowa Department of Transportation to relocate said utilities, hereinafter referred to as the Project, and

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

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

- 1. SCOPE OF PROJECT.** The improvements included in the Project are summarized as follows:
 - a. The replacement of the existing 12-inch water main located on the west side of Interstate 35 from the Heart of Iowa Trail south to approximately Blue Sky Boulevard extended. The water main will be relocated to the west of the proposed west right-of-way of the widened interstate within easements obtained by the Iowa DOT.
 - b. The replacement of the existing 12-inch water main located along the Heart of Iowa Trail under the Interstate 35 bridge. The water main will be placed inside a casing pipe as the existing bridge is proposed to be replaced with a box culvert.
 - c. The replacement of the existing 12-inch water main located on the south side of East First Street at Interstate 35.
 - d. The replacement of the existing 6-inch sanitary sewer force main located on the south side of East First Street at Interstate 35.

2. **DESIGN SURVEYS.** The Engineers shall prepare their drawings from field topographic surveys. Field surveys will include those surveys necessary for the preparation of plans and specifications. Design surveys do not include property surveys for the acquisition of land or right-of-way.
3. **DESIGN CONFERENCES.** The Engineers shall attend such design conferences with the City and Iowa DOT as may be necessary to make decisions as to the details of design of the Project.
4. **PLANS AND SPECIFICATIONS.** The Engineers shall prepare such detailed plans and specifications as are reasonably necessary and desirable for construction of the Project. The specifications shall describe, in detail, the work to be done, materials to be used and the construction methods to be followed. The plans and specifications shall be incorporated into the construction documents for the widening of Interstate 35 as prepared by the Iowa DOT.
5. **CONSTRUCTION PERMITS.** The Engineers shall be responsible to obtain all necessary permits for construction of the Project including permits required from the Iowa Department of Natural Resources and the Iowa Department of Transportation. Permit fees shall be paid by the City.
6. **ESTIMATE OF COST.** The Engineers shall prepare an estimate of cost for the construction of the improvements. The estimate of cost shall be based on the Engineers' best knowledge at the time of preparation of the estimate of cost. The Engineers shall not be responsible if the construction contract awarded for the Project varies from the Engineers' estimate of cost. The Engineers shall advise and assist the City, if necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within available budget limitations.
7. **EASEMENTS.** Easements will be prepared and obtained by the Iowa DOT.
8. **ADVERTISEMENT FOR BIDS.** The Project will be advertised, bid and awarded by the Iowa DOT. The Engineers shall assist the City and the Iowa DOT during the bidding phase of the Project and prepare required addenda.
9. **GENERAL SERVICES DURING CONSTRUCTION.** The general services portion of the construction management services shall include the following:
 - a. Arrange for and attend a preconstruction conference to be attended by the successful bidder, his subcontractors, members of government agencies, utility representatives and representatives of the City.
 - b. Consult with and advise the City on problems that arise during construction.

c. Assist in the interpretation of plans and specifications.

d. Review shop drawings and data of manufacturers.

10. COMPENSATION. The City shall compensate the Engineers for the services performed by the payment of fees determined as follows:

a. For the scope of services set forth in **1. SCOPE OF PROJECT** through **9. GENERAL SERVICES DURING CONSTRUCTION**, the fee shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct costs incurred by the Engineers for work associated with the Project. The total fee for engineering design services shall not exceed the sum of Seventy-four Thousand Eight Hundred Dollars (\$74,800).

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

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

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

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

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

General Liability*	\$1,000,000/2,000,000
Automobile Liability	\$1,000,000
Excess Liability (Umbrella)*	\$8,000,000/8,000,000
Workers' Compensation, Statutory Benefits Coverage B	\$1,000,000
Professional Liability**,***	\$3,000,000/3,000,000

*Occurrence/Aggregate

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

***Claims made basis

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

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

18. REMEDIES. In the event the Engineers violates or breaches the terms of this Agreement the City may terminate the contract for cause as provided in **12. TERMINATION OF AGREEMENT** above. The City may seek any additional remedies available to it at law or in contract.

19. SUSPENSION.

- a. The Owner agrees that the Engineer is not responsible for damages arising directly or indirectly from any delays for causes beyond the Engineer's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the Owner; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Engineer to perform its services in an orderly and efficient manner, the Engineer shall be entitled to a reasonable adjustment in schedule and compensation.
- b. If Engineer's services are extended by Contractor's actions or inactions for more than the scheduled final construction completion, as defined in the Contract Documents, through no fault of the Engineer, the Engineer will be entitled to equitable and agreeable adjustment of rates and amounts of compensation provided in this Agreement.

20. BETTERMENT. When a Change Order is necessitated by an act or omission of Engineer or an error in the design of the Project, responsibility for such act, omission, or error shall be determined in good faith by Owner and Engineer. To the extent that such act, omission, or error arose out of the lack of quality professional services provided by Engineer or of the lack of professional quality deliverables prepared by Engineer, Owner shall be entitled to an amount equal to the difference between the actual cost of the change work and the estimated cost of the change work (less added value to the Owner) if there had been no such act, omission, or error. Engineer shall pay such sum to Owner.

- 21. ASSIGNMENT.** This Agreement and each and every portion thereof shall be binding upon the successors and assigns of the parties hereto. The Engineers shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of the City.
- 22. COMPLETENESS OF CONTRACT.** This document contains all terms and conditions of this Agreement. Any alterations shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.

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

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

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

CITY OF HUXLEY, IOWA


ATTEST:

By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By 
President

By 

HOURLY RATES BY EMPLOYEE CLASSIFICATION
(Effective July 2020)

Management I.....	\$181.00
Management II.....	175.00
Process Engineer I.....	199.00
Client Services I	175.00
Client Services V	66.00
Engineer I-A.....	181.00
Engineer I-B.....	172.00
Engineer I-C.....	163.00
Engineer I-D.....	156.00
Engineer II-A.....	147.00
Engineer II-B.....	138.00
Engineer III-A.....	130.00
Engineer III-B.....	124.00
Engineer III-C.....	121.00
Engineer IV	117.00
Engineer V	109.00
Engineer VI.....	102.00
Engineer VII	98.00
Engineer VIII.....	95.00
Engineer IX	88.00
Engineer X	78.00
Engineer XI	72.00
Engineer XII	63.00
Design Technician I	104.00
Design Technician II	92.00
Architect.....	110.00
Planner I.....	113.00
Planner II	75.00
Planner III	69.00
Drafter IA.....	103.00
Drafter IB.....	96.00
Drafter II.....	90.00
Drafter III.....	84.00
Drafter IV.....	75.00
Drafter V.....	65.00
Drafter VI.....	60.00
Drafter VII.....	47.00
Clerical I.....	93.00
Clerical II.....	66.00
Clerical III.....	57.00
Clerical IV	50.00
Clerical V	42.00
Construction Manager	175.00
Surveyor I	123.00
Surveyor II	105.00
Technician I	90.00

Technician II	83.00
Technician III	76.00
Technician IV	74.00
Technician V	67.00
Technician VI	62.00
Technician VII	51.00
Technician VIII	45.00
Technician IX	37.00
Building Inspector I	172.00
Building Inspector I-A	115.00
Building Inspector II	90.00
Building Inspector III	68.00
Robotics	30.00/Hour
GPS	30.00/Hour
Leica Total Station	20.00/Hour
Total Station Robotics	15.00/Hour
Tablet	45.00/Hour
Fluoroscope	50.00/Hour
4-Wheeler	45.00/Hour
Drone	75.00/Hour
Mileage	IRS Rate

COUNCIL COMMUNICATION

AGENDA HEADING:

Approving Resolution for Kreg Tool Community Donation

SUBMITTED BY: Rita Conner, City Administrator

SYNOPSIS:

Kreg Tool (Todd Sommerfeld, President, 201 Campus Drive Huxley, Iowa 50124) and a committee of Kreg Tool employees have conducted a process to evaluate community betterment projects for the donation of a total of \$600,000 in company funds. The committee's work has focused on evaluating projects that will provide broad community benefit regardless of individual economic means, and to work with all benefitting entities to review projects that had been identified as impactful.

The City of Huxley will be the direct recipient of \$340,000 in funds to be utilized for the development of a splash pad in Centennial Park, \$10,000 in funds for the completion and continuation of the Story Walk project and computers for public use in the library, as well as \$100,000 in funds from the sale of land owned by Kreg Tool to Huxley Communications. The donation of these funds was proposed and agreed to by Kreg Tool and the City in 2019, and the company's commitment and contributions are greatly appreciated.

FISCAL IMPACT: YES

Amount: Revenue of \$340,000 designated for splash pad; \$10,000 designated for Story Walk and computers, and \$100,000 in land sale proceeds that will go into the General Fund as undesignated; consideration of this amount to be used for capital projects, operations, debt reduction or other uses will be determined by Council.

ADDITIONAL INFORMATION: YES

Comments from Kreg Tool Committee:

Splash Pad - \$340,000

- Splash pad located in Centennial Park
- Placemaking –capitalizes on a local community's assets, inspiration, and potential, with the intention of creating public spaces that promote people's health, happiness, and well-being.
- Free benefit for the community and can be used regardless of economic position
- Centennial Park is being connected to the bike paths the City is in the process of building
- The splash pad would complement potential future projects of pool and restrooms while being fully functional as a stand-alone feature
- City would like to honor Kreg in color scheme / designs of splash park features

Library — \$10,000

- Completion of the Story Walk along the trail system:

COUNCIL COMMUNICATION

- Series of stations along the Heart of Prairie with a different page from a story
- Stories rotated out to give readers fresh material at least monthly
- Combines so many wonderful activities for individuals & families - reading, exercise, nature, time away from screens, family time!
- Free benefit for the community and can be used regardless of economic position
- New Computers
 - Fund six new computers needed at the library
 - Free benefit for the community and can be used regardless of economic position
 - Provides access to all community members who may not have a computer or access to internet
 - Can be used for schoolwork, job searching, etc.

RECOMMENDATION: APPROVAL

BOARD/COMMISSION ACTION(S): NONE

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- Receipt of funds and application of funds to identified projects

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. 21-037

RESOLUTION APPROVING RECEIPT OF FUNDS FROM KREG TOOL AND APPLICATION OF FUNDS TO IDENTIFIED PROJECTS

WHEREAS, Kreg Tool through Todd Sommerfeld and a committee of Kreg Tool employees has conducted a process to evaluate community betterment projects for the donation of a total of \$600,000 in company funds.

WHEREAS, the committee's work has focused on evaluating projects that will provide broad community benefit regardless of individual economic means, and to work with all benefitting entities to review projects that had been identified as impactful.

WHEREAS, the City of Huxley will be the direct recipient of \$340,000 in funds to be utilized for the development of a splash pad in Centennial Park, \$10,000 in funds for the completion and continuation of the Story Walk project and computers for public use in the library, as well as \$100,000 in funds from the sale of land owned by Kreg Tool to Huxley Communications.

WHEREAS, the donation of these funds was proposed and agreed to by Kreg Tool and the City in 2019, and the company's commitment and contributions are greatly appreciated.

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

Staff is directed to work with legal counsel, Kreg Tool and the non-profit community foundation to appropriately provide for the transference of funds to the benefitted projects for the City of Huxley.

Upon receipt of funds, the Council agrees to direct the funds for the following uses and in the following amounts:

Splash Pad - \$340,000

- Splash pad located in Centennial Park
- Placemaking –capitalizes on a local community's assets, inspiration, and potential, with the intention of creating public spaces that promote people's health, happiness, and well-being.
- Free benefit for the community and can be used regardless of economic position
- Centennial Park is being connected to the bike paths the City is in the process of building
- The splash pad would complement potential future projects of pool and restrooms while being fully functional as a stand-alone feature
- City would like to honor Kreg in color scheme / designs of splash park features

Library — \$10,000

- Completion of the Story Walk along the trail system:
 - Series of stations along the Heart of Prairie with a different page from a story
 - Stories rotated out to give readers fresh material at least monthly
 - Combines so many wonderful activities for individuals & families - reading, exercise, nature, time away from screens, family time!
 - Free benefit for the community and can be used regardless of economic position
- New Computers
 - Fund six new computers needed at the library
 - Free benefit for the community and can be used regardless of economic position
 - Provides access to all community members who may not have a computer or access to internet
 - Can be used for schoolwork, job searching, etc.

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

PASSED, ADOPTED AND APPROVED this 27th day of April 2021.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 21-037** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 27th day of April 2021.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

**City of Huxley
Supplemental Specifications
To Iowa Statewide Urban Standard Specifications for Public Improvements
August 13, 2019**

Division	Section	Page / Figure	Description of Change
2	2010	17	3.08.B. Replace with "Construction: All public streets classified as major collector, minor arterial, or major arterial are to be constructed with a subbase of modified subbase materials to a minimum thickness of 6 inches under concrete pavement and over a uniform composition compacted subgrade with a minimum thickness of 12 inches plus 2 feet outside the pavement area.".
4	4010	10	3.02.B. Add "8. Sanitary sewer gravity mains materials 8 inch to 15 inch to be pvc truss type.".
4	4040	6	3.01.A. Replace with "All public streets classified as major collector, minor arterial, or major arterial are to be constructed with subdrains, footing drain collectors, or storm sewer on both sides of the street. Subdrains materials are to be of corrugated interior and exterior PE pipe or solid wall pvc pipe. Install with engineering fabric. Comply with Figure 4040.231 Type 1, Case B.".
4	4040	6	3.02.B. Replace with "All public streets classified as major collector, minor arterial, or major arterial are to be constructed with subdrains, footing drain collectors or storm sewers on both sides of the street. Footing drain collectors materials are to be of solid wall pvc pipe. Install with engineering fabric. Comply with Figure 4040.231 Type 2, Case E.".
4	4040	7	3.03 Add "D. Footing drain service stubs materials to be pvc Schedule 40.".
7	7010	13	3.02.F.2. Insert "Minimum pavement thickness is 7 inches.".
7	7010	16	3.02.K.1.a. Insert "Install longitudinal joints at quarter points as shown in Figure 7010.901.".

Division	Section	Page / Figure	Description of Change
7	7010	26	3.07.E. Insert "Any individual pavement panel with two (2) or more random cracks will be required to be fully replaced by the Contractor at no additional cost to the City."

City of Huxley
Supplemental Specifications
To Iowa Statewide Urban Standard Specifications for Public Improvements
April 27, 2021

Division	Section	Page / Figure	Description of Change
2	2010	17	3.08.B. Replace with "Construction: All public streets classified as major collector, minor arterial, or major arterial are to be constructed with a subbase of modified subbase materials to a minimum thickness of 6 inches under concrete pavement and over a uniform composition compacted subgrade with a minimum thickness of 12 inches plus 2 feet outside the pavement area."
4	4010	10	3.02.A. Add "8. Tracer wire required for all sanitary sewer installations. Comply with Section 5010. Install tracer wire station at each manhole adjacent to manhole casting where manhole is located outside pavement and at each manhole at closest back of curb to manhole casting where manhole is located in pavement."
4	4010	10	3.02.B. Add "8. Sanitary sewer gravity mains materials 8 inch to 15 inch to be pvc truss type."
4	4010	10	3.02.B. Add "9. Sanitary sewer gravity service materials 4 inch to 6 inch to be pvc SDR 23.5 with gasket joint."
4	4010	11	3.04.F.1. Add "Maxadaptor Universal Coupling or HyMax 2 Wide-Range Coupling."
4	4010	12	3.06.B.2. Add "d. Use Romac CB service saddles for 4 inch and 6 inch sewer services."
4	4010	12	3.06.C. Add "7. Stamp curbs with the letter S for sanitary sewer service at location sanitary sewer service crosses curb."
4	4010	12	3.06.C. Add "8. All sewer services that will not be used will need to be abandoned by disconnecting the sewer service at the main and capping the service at the main."
4	4010	12	3.06 Add "D. Tracer wire required for all sanitary sewer service installations. Comply with Section 5010. Loop tracer wire from sewer main to end of service and back to main."

Division	Section	Page / Figure	Description of Change
4	4020	6	2.01 Add "P. Use only concrete pipe for all storm sewers 12 inch and larger unless prior approval is obtained from the City for other pipe materials."
4	4040	5	2.06 Add "C. Use Type A-1 cleanouts for footing drains and subdrains with Neenah R1975A, or equal, casting outside of pavement. Install threaded pvc cap on top of riser below metal casting."
4	4040	6	3.02.A. Replace with "All public streets classified as major collector, minor arterial, or major arterial are to be constructed with subdrains, footing drain collectors or storm sewer on both sides of the street. Subdrain materials are to be of corrugated interior and exterior PE pipe or solid wall pvc pipe. Install with engineering fabric. Comply with Figure 4040.231 Type 1, Case B."
4	4040	6	3.02.B. Replace with "All public streets classified as major collector, minor arterial, or major arterial are to be constructed with subdrains, footing drain collectors or storm sewers on both sides of the street. Footing drain collectors materials are to be of solid wall pvc pipe. Install with engineering fabric. Comply with Figure 4040.231 Type 2, Case E."
4	4040	7	3.03 Add "D. Footing drain service stubs materials to be pvc Schedule 40."
4	4060	3	3.02.A. Add "5. All sanitary sewer mains and all storm sewers and footing drain collectors shall be video recorded and the recordings submitted to the City for review and approval. City staff are to be present when the sewers are being videoed. Recording must record the entire length of the pipe and include views up lateral and service connections."
5	5010	7	2.05.B.4. Replace with "Split kits 3M Scotchcast Kit 3832."
5	5010	7	2.05.B.5. Replace with "Valvco Model TWAB tracer wire box."
5	5010	7	2.07.B. Insert "Water services 2 inch in diameter or less shall be Type K copper pipe."

Division	Section	Page / Figure	Description of Change
5	5010	7	2.07.C. Replace with “Full depth arch pattern curb stop boxes. Couplings not allowed to lengthen curb stop boxes. If couplings are required due to non-standard lengths exceeding 8 foot 6 inches then the coupling will need prior City approval, will need to be welded to the curb stop box, and inspected by the City prior to backfill.”.
5	5010	7	2.07 Add “D. Ford 1 inch KV23 valves are required at all meter sets in the residence on the service line.”.
5	5010	8	3.01.A. Add “12. Contractor is not to operate any existing valves without a representative from the City present.”.
5	5010	8	3.01.A. Add “13. Minimum ground cover over water mains and water services is 5 foot 6 inches.”.
5	5010	9	3.05 Add “H. All tracer wire is to be traceable by the Contractor before the City attempts to trace the lines for final approval.”.
5	5010	11	3.09 Add “D. Couplings not allowed on water services less than 90 feet in length.”.
5	5010	11	3.09 Add “E. Stamp curbs with the letter W for water services at location water service crosses curb.”.
5	5010	11	3.09 Add “F. All water services that will not be used will need to be abandoned by disconnecting the water service at the main and capping the corporation valve.”.
5	5010	11	3.09 Add “G. If a water service line is placed in the same trench as a sewer, the water line shall be placed 18” above and 18” over on a solid shelf with a wave in the line for movement. If this can’t be done, the water line is to be installed in a separate trench 10’ from the sewer ditch.”.
5	5020	5	2.02.C.6.a. Add “Provide fire hydrants with security lock tamper-resistant operating nut for all hydrants located in a rural area as determined by the City.”.
5	5020	5	2.02.C.6.b. Add “5 inch Storz Nozzle”.

Division	Section	Page / Figure	Description of Change
5	5020	5	2.02.D. Add "3. Fire hydrant color to be red."
5	5020	6	2.03.A. Replace with "Provide fire hydrant assembly as specified above."
5	5020	6	2.03 Add "D. Yard hydrants not allowed without prior approval from the City."
6	6010	9	2.13.A. Add "3. Install steps in all sanitary and storm manholes."
6	6010	9	2.13.B. Add "6. Do not align steps over flow lines."
6	6010	9	2.15.A. Replace with "Material: Stainless Steel."
6	6010	12	3.01.J. Add "4. Use three piece castings for manholes in pavement. Use two piece castings for manholes outside of pavement."
6	6010	12	3.01.J. Add "5. Attach the frame to the structure with four stainless steel anchor bolts for all castings not in pavement."
6	6010	13	3.01.K. Add "Infiltration barriers shall only be rubber sleeve type with stainless steel bands."
6	6010	13	3.01.K.1. Add "f. Use internal chimney seal for manholes in pavement and use external chimney seal for manholes outside of pavement."
6	6010	15	3.03 Add "F. Fill and plaster all intake joints and risers on the inside and outside of all joints."
6	6010	15	3.03 Add "G. After visual inspection of the completed manhole or intake, repair honeycomb areas, visible leaks, tie holes, or other damaged areas."
7	7010	13	3.02.F.2. Insert "Minimum pavement thickness is 7 inches."
7	7010	16	3.02.K.1.a. Insert "Install longitudinal joints at quarter points as shown in Figure 7010.901."
7	7010	21	3.05 Add "All streets must be swept with a mechanical street sweeper before acceptance by the City."

Division	Section	Page / Figure	Description of Change
7	7010	26	3.07.E. Insert "Any individual pavement panel with two (2) or more random cracks will be required to be fully replaced by the Contractor at no additional cost to the City."
7	7030	6	2.07 Add "Panels are to be fiberglass and red in color."
9	9040	24	3.24 Add "C. Maintain and keep installed inlet protection baskets until such baskets are allowed to be removed by the City."