



CITY COUNCIL MEETING NOTICE

TUESDAY APRIL 26, 2022, 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 City of Huxley Medical, Dental and Vision Insurance Renewals

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

5. PUBLIC HEARINGS

6. CONSENT AGENDA – *These are routine business items and will be acted upon by one Roll Call Vote without separate discussion unless a Councilmember or citizen requests an item to be removed or considered separately.*

- a) Approve Payment of Bills
- b) Approve Resolution No. 22-036 Story County Animal Services Agreement
- c) Approve Resolution No. 22-037 Fixing a Date for a Public Hearing to Consider an Option to Purchase Real Estate by Thomas Huxley Townhomes, LLLP
- d) Approve Resolution No.22-038 Health Care Plan Renewal as Presented from Holmes Murphy Business Insurance and Financial Services, Acting Agent
- e) Motion to Approve Contract for 2022 Mosquito Spraying with Mosquito Control of Iowa

7. BUSINESS ITEMS

- a) Items Related to the Parks & Recreation Department
 - i. Resolution No. 22-038 Award Contract to Inroads Asphalt Paving & Materials for Centennial Park/North Park Drive Entrance & Trail (FY 2022 Capital Improvement Plan)
 - ii. Resolution No. 22-039 Approve Proposal for Professional Services with Veenstra & Kimm, Inc. for Planning Documents for Larson Park Splashpad and Restroom
 - iii. Motion to Approve Preparation of Application for American Rescue Plan Act (ARPA) Funds for Larson Park Splashpad and Restroom
- b) Resolution No. 22-041 Preliminary Terms of Development Agreement with Hy Point

8. INFORMATIONAL ITEMS-DIRECTION TO CITY ADMINISTRATOR

- a) Preliminary Terms of Development Agreement with Van Houweling, LLC Blue Sky
- b) Preliminary Terms of Development Agreement with Meadow Lane Investments, LC
- c) Proposal for Acquisition and Development of City Owned Property in the Vicinity of 104 East Railway

9. CITY ADMINISTRATOR AND DIRECTOR REPORTS

10. MAYOR AND COUNCIL REPORTS

11. WORKSESSION: DISCUSSION AND DIRECTION TO CITY ADMINISTRATOR

- a) Goal Setting

POTENTIAL WORKSESSION TOPICS MAY 3, 2022-AGENDA TO BE CONFIRMED

- FY 23 Capital Improvement Plan
- V&K Sanitary Sewer Service Area Study

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:

Council Agenda Items April 26, 2022

SUBMITTED BY:

Rita Conner, City Administrator

SYNOPSIS:

The information below summarizes the regular meeting agenda items for April 26, 2022

Presentation/Recognition

Holmes Murphy team will be present for any Council questions on the annual review of the City's health insurance benefits and costs. A 2% increase is shown in the accompanying pdf, along with benefit information.

Consent Agenda

6a. Minutes from April 12, 2022 Regular Meeting and April 19, 2022 Worksession

6b. Presentation of claims to be paid

6c. Resolution No.22-036 Story County Animal Services Agreement: Please see accompanying Council Communication, agreement document and Resolution for this item.

6d. Resolution to Set Public Hearing to Consider an Option to Purchase Real Estate. Public hearing will be May 10, 2022. Notice of public hearing will be published and also provided to property owners in the vicinity. Competing proposals for the property may be submitted following the public hearing. The parcel proposed for purchase is located directly east of Huxley Fire Rescue Station at 104 East Railway.

6e. Resolution 22-038 Health Care Plan Renewal

6f. Motion to Approve Contract for 2022 Mosquito Spraying from Parks & Recreation Department: Please see accompanying Council Communication and Resolution for this item

Business Items

7a. Items related to the Parks & Recreation Department: Paving of Centennial Park/North Park Drive entrance and trail, professional services agreement with V &K for preparation of planning documents in furtherance of the Larson Park Splashpad and Restroom project, and working with the Friends of Huxley 501c.3 organization to prepare application for American Rescue Plan Act (ARPA) funds for Larson Park Splashpad and Restroom project. Please see accompanying Council Communication and Resolutions for these items.

7b. Resolution No. 22-041 Preliminary Terms of Development Agreement with Hy Point: Please see accompanying Council Communication and Resolution for this item to be provided Sunday, April 24, 2022.

COUNCIL COMMUNICATION

Informational Items

Materials for informational items are being updated and will be sent to Council Sunday, April 24, 2022.



City of Huxley

2022 Benefits Renewal Meeting

Agenda

- Service team
- Benefits history
- Medical Renewal
- Dental Renewal
- Vision Renewal
- Life, Voluntary Life, STD and LTD Renewals
- Next Steps



Serve. Fully.



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Benefits History

	Benefit Offering	Carrier	Renewal Date
Medical	<ul style="list-style-type: none"> • 1 medical plan offered • \$5,000 / \$10,000 Blue Choice PPO (buy-down to \$500/\$1,000) • Partially Self-Funded/Fully Insured 	Wellmark	7/1/2022
Dental	<ul style="list-style-type: none"> • \$25 PPO / \$75 Premier/Non-Par Individual Deductible • \$2,000 annual benefit maximum • Orthodontia – \$1,500 lifetime benefit maximum 	Delta Dental	7/1/2022
Vision	<ul style="list-style-type: none"> • \$10 Copay Exam / \$15 Copay for Materials • Up to \$50 Wholesale Allowance for Frames (up to \$150 retail value) • \$130 Allowance for Elective contact lenses 	Avesis	7/1/2022
Basic Life and AD&D	<ul style="list-style-type: none"> • Employee - One times salary to \$50,000 Benefit • Spouse – Flat \$2,000 Benefit • Child – 6 months to 19 years – Flat \$1,000 Benefit 	Lincoln Financial	7/1/2022
Vol Life	<ul style="list-style-type: none"> • Employee: Increments of \$10,000, up to 5x salary or \$200,000 	Lincoln Financial	7/1/2022
STD	<ul style="list-style-type: none"> • 66 2/3% of weekly salary, up to \$600 • Elimination Period: 31st day Accident and Sickness • Maximum Benefit Period: 13 Weeks 	Lincoln Financial	7/1/2022
LTD	<ul style="list-style-type: none"> • 66 2/3% of monthly salary, up to \$6,000, 24-month Own Occ, 180-day elimination 	Lincoln Financial	7/1/2022



Medical Benefit Overview

BENEFIT OVERVIEW	IGHCP - Current/Renewal	
	Wellmark BCBS	
	In Network	Out-of-Network
<u>Calendar Year Deductible</u>	Embedded	
Single	\$5,000 (Buy down to \$500)	
Family	\$10,000 (Buy down to \$1,000)	
Coinsurance	90%/10%	70%/30%
<u>Out-of-Pocket Maximum</u>		
Single	\$7,350 (Buy down to \$2,000)	
Family	\$14,700 (Buy down to \$4,000)	
<u>Lifetime Maximum</u>	Unlimited	
BENEFIT HIGHLIGHTS		
Physician Visit	\$20 PCP/ \$20 Specialist	Deductible, 30% Coinsurance
Preventive	Covered 100%	Not Covered
Hospital Services		
Inpatient	Deductible, 10% Coinsurance	Deductible, 30% Coinsurance
Emergency Room	Deductible, 10% Coinsurance	
Urgent Care	\$20 Copayment	Deductible, 30% Coinsurance
Outpatient	Deductible, 10% Coinsurance	Deductible, 30% Coinsurance
<u>Prescription Drugs-Blue</u>		
Rx Complete	\$10 Tier 1/\$25 Tier 2/\$40 Tier 3/\$40 Tier 4/\$85 Specialty Mail Order (maintenance): 2 Copays	\$10 Tier 1/\$25 Tier 2/\$40 Tier 3/\$40 Tier 4/Specialty NOT COVERED Mail Order (maintenance): 2 Copays



Medical Renewal – IGHCP 2% Alternate

City of Huxley				
July 1, 2022 - Renewal Alternate 2% Increase				
2021/2022 Rates -		Blue Choice / Blue RX Complete		
		\$500 Deductible		
Medical Cost	Single	EE/CH	EE/SP	Family
Wellmark Premium	\$393.26	\$983.14	\$983.14	\$983.14
Partial Self-Fund Claims Funding	\$88.86	(\$12.85)	\$37.15	\$527.15
EBS Billing Fee	\$2.50	\$2.50	\$2.50	\$2.50
IGHCP Consulting Fee	\$10.00	\$25.00	\$25.00	\$25.00
Administration Fee	\$7.83	\$7.83	\$7.83	\$7.83
Insurance Services Broker Fee	\$32.00	\$32.00	\$32.00	\$32.00
Total Monthly Cost	\$534.45	\$1,037.62	\$1,087.62	\$1,577.62
Participants	11	1	4	4
Annual Cost	\$210,930			
Monthly Amount Into Partial Self Fund	\$977	(\$13)	\$149	\$2,109
Annual Amount Into Partial Self Fund	\$11,729.52	(\$154.20)	\$1,783.20	\$25,303.20
Total to Partial Self Fund	\$38,662			
2022/2023 Renewal -		Blue Choice / Blue RX Complete		
		\$500 Deductible		
Medical Cost	Single	EE/CH	EE/SP	Family
Wellmark Premium	\$413.78	\$1,034.44	\$1,034.44	\$1,034.44
Partial Self-Fund Claims Funding	\$79.05	(\$43.41)	\$7.57	\$507.41
EBS Billing Fee	\$2.50	\$2.50	\$2.50	\$2.50
IGHCP Consulting Fee	\$10.00	\$25.00	\$25.00	\$25.00
Administration Fee	\$7.83	\$7.83	\$7.83	\$7.83
Insurance Services Broker Fee	\$32.00	\$32.00	\$32.00	\$32.00
Total Monthly Cost	\$545.16	\$1,058.36	\$1,109.34	\$1,609.18
Participants	11	1	4	4
Annual Cost	\$215,150			
Monthly Amount Into Partial Self Fund	\$870	-\$43	\$30	\$2,030
Annual Amount Into Partial Self Fund	\$10,435	-\$521	\$363	\$24,356
Total to Partial Self Fund	\$34,633			
				2.00%

Medical Claims Analysis

City of Huxley Medical Claims Analysis July 1, 2021 to June 30, 2022

Month	Census		Paid Claims		Earned Premium		Loss Ratio		Claims per Employee	
	Employees	Members	Monthly	Cumulative	Monthly	Cumulative	Monthly	Cumulative	Monthly	Cumulative
Jul	20	34	\$5,830	\$5,830	\$13,764	\$13,764	42.36%	42.36%	\$291.50	\$291.50
Aug	20	34	\$5,917	\$11,747	\$13,764	\$27,528	42.99%	42.67%	\$295.85	\$293.68
Sep	20	34	\$4,498	\$16,245	\$13,764	\$41,292	32.68%	39.34%	\$224.90	\$270.75
Oct	20	35	\$20,323	\$36,568	\$13,764	\$55,056	147.65%	66.42%	\$1,016.15	\$457.10
Nov	20	35	\$19,378	\$55,946	\$13,764	\$68,820	140.79%	81.29%	\$968.90	\$559.46
Dec	20	35	\$43,928	\$99,874	\$13,764	\$82,584	319.15%	120.94%	\$2,196.40	\$832.28
Jan										
Feb										
Mar										
Apr										
May										
Jun										
TOTAL	120	207	\$99,874		\$82,584					
AVERAGE	20	35	\$16,646		\$13,764					

At a Glance	
Paid Claims vs. Earned Premium	120.9%
Paid Claims PEPM	\$832.28

Paid Claims Analysis At A Glance

At a Glance	7/19-6/20	7/20-6/21	7/21-6/22	Cumulative
Paid Claims vs. Earned Premium	55.0%	47.8%	120.9%	66.7%
Paid Claims PEPM	\$336.93	\$318.14	\$832.28	\$432.96
	% Change	-5.58%	161.61%	



Partial Self-Funded Claims

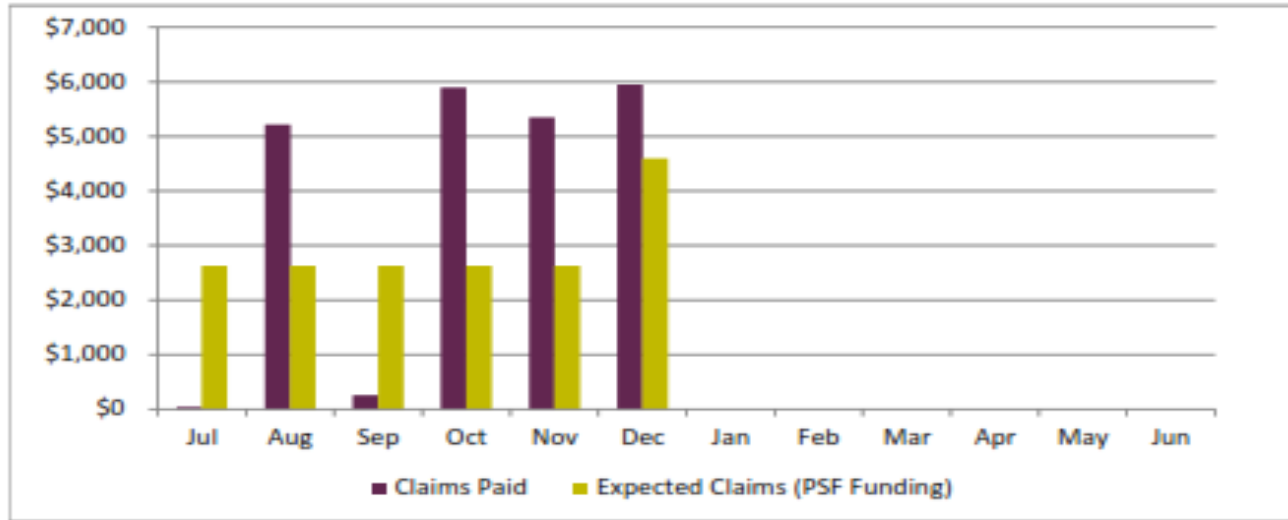
City of Huxley

PSF Monthly Experience Report July 1, 2021 through June 30, 2022

Month	Medical Lives Total	Partial Self Funded Claims Paid	Expected Claims (PSF Funding)
Jul	20	\$34	\$2,630
Aug	20	\$5,213	\$2,630
Sep	20	\$252	\$2,630
Oct	20	\$5,889	\$2,630
Nov	20	\$5,345	\$2,630
Dec	20	\$5,951	\$4,590
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Total	120	\$22,684	\$17,741
Balance			(\$4,944)

	Average Claims	Expected Claims	Claims Account Balance
PEPM	\$189.04	\$147.84	\$104,493
Actual Compared to:		127.9%	

Partial Self-Funded Claims Bar Graph



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2022 Dental Renewal

		Current/Renewal	
		Delta Dental Plan 206 B with Ortho	
BENEFIT OVERVIEW		In Network	Out of Network
Deductible	Individual	\$25	\$50
	Family	\$75	\$150
Individual Annual Maximum		\$2,000	
Diagnostic & Preventive (No Deductible)			
	Exams, cleanings, fluoride, space maintainers	Covered 100%	20% Coinsurance
	X-rays		
Routine Restorative Services			
	Emergency treatment to relieve pain	Deductible, 20% Coinsurance	Deductible, 40% Coinsurance
	Fillings, stainless crowns		
	Simple extractions, sugical services		
Major Services			
	Endodontics - root canal therapy	Deductible, 50% Coinsurance	Deductible, 60% Coinsurance
	Periodontics - treatment of qum disease		
	Crowns, inlays, onlays		
	Bridges and dentures		
	Repairs and adjustments		
Orthodontics (Dependents up to age 19)		50% Coinsurance	
	Appliances, treatment & related services	\$1,500	
	Lifetime Maximum		
MONTHLY RATES		Current	Renewal
11	Employee	\$38.86	\$39.64
5	Employee/Spouse	\$79.10	\$80.68
1	Employee/Children	\$86.26	\$88.00
3	Family	\$133.40	\$136.08
20	Monthly Premium	\$1,309.42	\$1,335.68
	Annual Premium	\$15,713.04	\$16,028.16
	Percentage of Increase	2.01%	
Rate Guarantee		7/1/2023	

2022 Vision Renewal

		Current/Renewal Avesis--Plan 933	
BENEFIT OVERVIEW		In-Network	Out-of-Network
EYE EXAMINATION (once every 12 months)		\$10 Copayment	\$35 Reimbursement
FRAME/LENSE COPAY (Frames - once every 24 months; Lenses - once every 12 months)		Lenses - \$15 Copayment -- Frames - \$100-\$150 Retail Allowance	Frames - \$45 Reimbursement
SPECTACLE LENSES			
Standard Single Vision		Covered in full after copayment	\$25 Reimbursement
Standard Bifocal		Covered in full after copayment	\$40 Reimbursement
Standard Trifocal		Covered in full after copayment	\$50 Reimbursement
Standard Lenticular		Covered in full after copayment	\$80 Reimbursement
Progressive		20% off Retail, plus \$50 Allowance	\$40 Reimbursement
Specialty		20% off Retail, plus corresponding standard lense reimbursement	Corresponding Standard Lens Reimbursement
CONTACT LENSES (once every 12 months)		Elective: \$130 Allowance Medically Necessary: Covered in Full	Elective: \$130 Allowance Medically Necessary: \$250 Allowance
MONTHLY RATES		Current	Renewal
9	Employee	\$9.69	\$9.69
5	Employee/Spouse	\$17.00	\$17.00
3	Employee/Child(ren)	\$20.36	\$20.36
3	Family	\$25.17	\$25.17
Total Monthly Premium		\$308.80	\$308.80
Total Annual Premium		\$3,705.60	\$3,705.60
Percentage Change		N/A	0.00%

2022 Life/AD&D/Dep. Life Renewal

	Current/Renewal Lincoln Financial	
LIFE BENEFITS		
Waiver of Premium	Must be disabled before age 60, continues to SSNRA	
Evidence of Insurability Limit	Employee: \$50,000; Spouse: \$2,000	
Benefit Amount	1x Salary to \$50,000	
Age Reductions	Age 65 reduces to 65%, age 70 to 40% , age 75 to 25%--Terminates at retirement	
	Current	Renewal
Life Rate (per \$1,000)	\$0.300	\$0.312
Volume	\$1,022,000	\$1,022,000
Monthly Premium	\$306.60	\$318.86
AD&D BENEFITS -- SAME AS LIFE	Current	Renewal
AD&D Rate (per \$1,000)	\$0.035	\$0.035
Monthly Premium	\$35.77	\$35.77
DEPENDENT LIFE	Current	Renewal
Benefit Amounts:		
Spouse	\$2,000	
Child 14 days - 6 months	\$100.00	
Child 6 months - 19 (or 23 if FTS)	\$1,000	
Dependent Life rate (per Family)	\$0.64	\$0.64
Total Monthly Premium	\$10.88	\$10.88
Total Combined Monthly Premium	\$353.25	\$365.51
Total Combined Annual Premium	\$4,239.00	\$4,386.17
Percentage Change	N/A	3.47%
Rate Guarantee	7/1/2024	

2022 Voluntary Life Renewal

	Current/Renewal Lincoln Financial
Voluntary Term Life Benefits	
Evidence of Insurability Limit	Employee: under age 70 - \$80,000; Ages 70-74 - \$20,000; Ages 75+ - No Guarantee Issue Spouse: \$25,000
Employee Benefit Amount	Increments of \$10,000 to a maximum of 5x Salary or \$200,000 (For employees over age 70 maximum coverage is \$50,000)
Age Reductions	Age 65 reduces to 65%; age 70 to 40%; age 75 to 25%--Terminates at age 80 or retirement, whichever occurs first
Voluntary Life Rate (per \$1,000) Employee & Spouse	Smoker/Non-Smoker Rates
Age 29 & Under	\$0.070
30-34	\$0.090
35-39	\$0.100
40-44	\$0.160
45-49	\$0.260
50-54	\$0.510
55-59	\$0.820
60-64	\$1.010
65-69	\$1.740
70-74	\$4.110
75-79	\$15.600
80+	\$15.600
AD&D BENEFITS -- SAME AS LIFE	
AD&D Rate (per \$1,000) Employee & Spouse	\$0.045
Rate Guarantee	7/1/2024



2022 Short Term Disability Renewal

	Current/Renewal Lincoln Financial	
BENEFITS		
Benefits Payable following:		
Accidents	31st Day	
Sickness	31st Day	
Maximum Weekly Benefit Period	26 weeks	
Weekly Benefit Amount	66 2/3% of Predisability Earnings	
Maximum Weekly Benefit Amount	\$600	
Pre-Ex	N/A	
RATES	Current	Renewal
Rate per \$10 of Coverage	\$0.285	\$0.296
Volume	\$12,318	\$12,318
Monthly Premium	\$351.06	\$364.61
Annual Premium	\$4,212.76	\$4,375.35
Percentage Change	N/A	3.86%
Rate Guarantee	7/1/2024	



2022 Long Term Disability Renewal

	Current/Renewal Lincoln Financial	
LTD BENEFITS		
Elimination Period	180 Days	
Maximum Benefit Period	SSNRA	
Benefit Percentage	66 2/3% of Monthly Salary	
Minimum Benefit Amount	Greater of \$100 or 10% of Benefit	
Maximum Benefit Amount	\$6,000	
Social Security Integrations	Primary and Family	
Definition of Disability	Residual w/Progressive	
Own Occupation	24 Months	
Survivor Benefit	3 Months	
Preexisting Limitation	3/12	
Contributions	Non-Contributory	
RATES	Current	Renewal
Rate per \$100 of Covered Monthly Payroll	\$0.400	\$0.416
Covered Monthly Payroll	\$111,809	\$111,809
Monthly Premium	\$447.24	\$465.13
Annual Premium	\$5,366.83	\$5,581.51
Percentage Change	N/A	4.00%
Rate Guarantee	7/1/2024	

Ancillary Premium Totals Current/Renewal

BENEFITS	Lincoln Financial Group	Lincoln Financial Group
	Current Premium	Renewal Premium
Employer Paid Life/AD&D/Dep. Life Insurance	\$353.25	\$365.51
Short Term Disability	\$351.06	\$364.61
Long Term Disability	\$447.24	\$465.13
TOTAL PREMIUMS	Current	Renewal
TOTAL MONTHLY PREMIUMS	\$1,151.55	\$1,195.25
TOTAL ANNUAL PREMIUMS	\$13,818.60	\$14,343.00
Percentage Change	N/A	3.8%
RATE GUARANTEE	N/A	2 Year



Next Steps

	Target Date
Renewal Meeting	April 5, 2022
Finalize Renewal Decisions	April 2022
Open Enrollment Meetings	May 2022
Elections Due to Carriers	June 15, 2022
Benefits go into Effect	July 1, 2022



Introduction & Disclosure

Thank you for partnering with Holmes Murphy and Associates. We appreciate the opportunity to explore product options on your behalf. Our focus is in strategic planning, implementation and maintenance of employee benefit plans.

- This proposal is based upon the financial and underwriting information provided by you. In the event there have been significant changes, or we are missing material data, we will need that information in order to forward it to underwriters. Any additional information may change the rates shown. This proposal is issued by the carrier as a courtesy and for the sake of expediency. Actual rates will depend upon underwriting and the final enrollment.
- This proposal is intended to be a summary of the premium costs of the plans under consideration. Please refer to the carriers' proposals for the actual terms, conditions, limitations, and exclusions.
- Never terminate your existing coverage until advised that replacement coverage has been confirmed by the replacement carrier.
- It is imperative we be informed of any employee or dependent who is hospitalized or otherwise disabled and not actively at work on the effective date of any new contract. Coverage may not be available for these individuals. It is imperative we be informed of any employee or dependent who is covered under your group's COBRA provision or retiree plan.
- This proposal is provided only for your internal use. No further use or distribution is authorized without our prior written consent.
- All insurance carriers have their own operating procedures. A change in carrier could, therefore, affect the way certain plan coverages are evaluated.
- As your insurance agent/broker, generally Holmes Murphy has access to many insurance companies to place your coverage. We have obligations to you as the purchaser and to the insurance company as determined in both statutory and case law. We may have authority to obligate the insurance company on your behalf. As a result we may be bound by the terms of our agreement with the insurance company. We typically receive compensation from the selling insurance company based on the agreement Holmes Murphy has with the company. That compensation may vary from company to company and also be impacted by the volume of business Holmes Murphy has with them, the profitability of that business, and other factors. You may receive information about our compensation on any of the policies proposed by us, by asking us for the information.
- This proposal summary makes reference to A.M. Best Ratings in several places. It is Holmes Murphy's policy to place coverage with carriers who have a secure financial strength rating.

A.M. Best Company is the leading provider of insurer ratings of a company's financial strength and ability to meet its obligations to policyholders. A.M. Best's Rating is an independent opinion, based on a comprehensive quantitative and qualitative evaluation, of a company's balance sheet strength, operating performance and business profile. Best's Ratings are not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Complete information on A.M. Best can be found on their website: www.ambest.com



Thank
you.

4-26-22 Council Claims

	A	B	C	D
1	VENDOR NAME	DESCRIPTION	GROSS AMOUNT	
2	A KING'S THRONE, LLC	PORT-O-JOHN LARSON SOCCER	\$ 182.95	
3	AMERICAN BUSINESS PHONES	ANNUAL PHONE SUPPORT	\$ 2,823.77	
4	ARNOLD MOTOR SUPPLY	OIL, FUEL AND AIR FILTERS	\$ 301.20	
5	ATLAS ELECTRIC LLC	PULL NEW WIRE FOR CLARIFIER 2	\$ 591.00	
6	BAKER & TAYLOR ENTERTAINME	BOOKS	\$ 593.72	
7	BRECKIN RISIUS	SOCCER REFUND	\$ 37.00	
8	BUD'S AUTO REPAIR INC	VEHICLE MAINT & PARTS	\$ 994.50	
9	CARDMEMBER SERVICE	SEE ATTACHED	\$ 5,203.65	
10	CLINTON H. THOMPSON	BASKETBALL LEAGUE OFFICIAL	\$ 735.00	
11	CONSUMERS ENERGY	ELECTRIC	\$ 10,194.06	
12	DOLLAR GENERAL-REGIONS 410	PROGRAMS	\$ 35.00	
13	DORSEY & WHITNEY LLP	WATER REV IMP, REFUND BONDS, ETC	\$ 18,381.50	
14	GATEHOUSE-DB IOWA HOLDINGS	LEGAL PUBLICATIONS	\$ 523.51	
15	GCMOA	FY2023 DUES	\$ 25.00	
16	HAWKINS, INC.	WATER TREATMENT CHEMICALS	\$ 3,439.02	
17	HUXLEY PLAZA LLC	GRANT TO M.R. PROPERTIES	\$ 91,635.00	
18	INTERNAL REVENUE SERVICE	PAYROLL TAXES	\$ 13,906.53	
19	INTERSTATE BATTERIES	ECONO BATTERIES	\$ 100.00	
20	IOWA SECTION - AWWA REGION	SPRING MEETING WORKSHOP-3 REG	\$ 150.00	
21	JEREMY J. ARENDS	MARCH TREASURER'S REPORT	\$ 80.00	
22	KATIE STERK	TENNIS REFUND	\$ 57.00	
23	KEY ELEMENTS CONSULTING	2022 ANKENY ANNUAL WATER CONF	\$ 775.00	
24	KEYSTONE LABORATORIES	WATER & WW SAMPLING	\$ 182.00	
25	MARCO, INC.	PW COPIER	\$ 14.52	
26	MARTIN MARIETTA MATERIALS	WOOD CHIPS	\$ 149.98	
27	MID-IOWA OCCUPATIONAL TEST	PRE-EMPLOYMENT & RANDOMS	\$ 405.00	
28	NEW CENTURY FS INC	UNLEADED & DIESEL FUEL	\$ 3,602.84	
29	OUTDOOR ENVISIONS	MULCH FOR PARKS	\$ 1,101.60	
30	P & M APPAREL	UNIFORMS SHIRTS	\$ 870.90	
31	POSTMASTER	BULK POSTAGE	\$ 487.61	
32	PREMIER	LIBRARY PRINTER FEES	\$ 78.63	
33	RICK E BRAMMER	PROGRAM SUPPLIES	\$ 44.85	
34	SATONIUS PARKER	BASKETBALL LEAGUE OFFICIAL	\$ 630.00	
35	STOLL, GERALD	REIMBURSEMENT FOR TROPHY	\$ 5.00	
36	STORY COUNTY RECORDER	STORY COUNTY RECORDER FEES	\$ 51.00	
37	STORY COUNTY SHERIFF'S OFF	DISPATCH 4TH QUARTER	\$ 6,402.48	
38	SYNCB/AMAZON	PROGRAMS, DVDS, BOOKS, ETC	\$ 1,202.67	
39	TASC	FLEX BENEFIT PLANS	\$ 837.45	
40	U.S. BANK EQUIPMENT FINANCE	PRINTER/COPIER LEASE	\$ 104.92	
41	VERIZON WIRELESS	PUBLIC WORKS CELL PHONE	\$ 366.05	
42	WINDSTREAM IOWA COMMUNICAT	DISPATCH PHONE	\$ 84.54	
43	WOODRUFF CONSTRUCTION, LLC	WTP EXPANSION-PAY EST. NO 5	\$ 281,798.50	
44	Payroll Expense		61,706.88	
45	GRAND TOTAL		\$ 510,891.83	
46				

4-26-22 Council Claims

	A	B	C	D
47				
48		FUND TOTALS		
49	001 GENERAL FUND	\$ 131,112.08		
50	002 LIBRARY	\$ 3,606.95		
51	003 RECREATION	\$ 5,599.43		
52	004 FIRE AND RESCUE	\$ 158.93		
53	014 AMBULANCE	\$ 1,400.79		
54	110 ROAD USE TAX	\$ 3,286.43		
55	345 WATER PLANT EXPANSION	\$ 281,798.50		
56	398 DERECHO STORM	\$ 141.57		
57	600 WATER UTILITY	\$ 11,247.64		
58	610 SEWER UTILITY	\$ 10,832.63		
59	01 PAYROLL EXPENSE	\$ 61,706.88		
60	GRAND TOTAL	\$ 510,891.83		
61				
62	VISA (3/3/22-4/1/22)			
63	Admin	amazon prime, adobe, pro, zoom, plastic forks, imfoa conference, printer, imfoa membership, paper bowls, filters for geothermal	\$ 766.68	
64	Ambulance	sams club water & gatorade	\$ 138.77	
65	Streets	battery & charger, load of trash to boone	\$ 96.03	
66	Parks & Rec	supplies, fitness equipment, glass cleaner, dumbbells, bands, pads, dollar general, sams club, drill, toilet brush, curl bar, bar for senior class, rogue bike, ghd machine, supplies for easter hunt, spring newsletter	\$ 2,696.16	
67	PD	cat cable, straps, outside wifi, furnace filters, wireless wifi access, postage, training	\$ 684.11	
68	Water	sams club, cert fee, awwa membership fee, gas for '16 chevy, headset	\$ 315.30	
69	Derecho	home depot supplies for berhow roof	\$ 141.57	
70	Library	fareway, postage, hobby lobby, etsy, postage, overflow	\$ 365.03	
71	GRAND TOTAL		\$ 5,203.65	

COUNCIL COMMUNICATION

AGENDA HEADING:

Approving Resolution No. 22-036 Story County Animal Services Agreement

SUBMITTED BY:

Rita Conner, City Administrator; Gerry Stoll, Police Chief

SYNOPSIS:

The City of Huxley formerly worked with local veterinary services for the sheltering of lost domestic dogs and cats located by, or reported to, law enforcement within the City's corporate boundary. Former providers of this service have either retired from practice or declined to continue the service.

Staff contacted Story County Animal Control and requested to be included as one of the municipalities in Story County that is under an animal sheltering agreement with Story County. The agreement is on a fee for service basis to be billed quarterly.

Additional information is provided in the attachments.

FISCAL IMPACT:

Amount: Fee for services as outlined in the schedule provided in the agreement

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

ADDITIONAL INFORMATION:

- The agreement will provide services by fee structure that will allow Huxley Police Department to direct citizens who have located a lost animal to the Story County Animal Shelter for drop off. HPD will also escort animals to the shelter if warranted.
- Staff has utilized temporary housing for animals in the HPD garage and worked to identify owners via social media in the interim timeframe between service providers.

BOARD/COMMISSION ACTION(S): NONE

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

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

RESOLUTION NO 22-036

RESOLUTION STORY COUNTY ANIMAL SERVICES AGREEMENT

WHEREAS, the City of Huxley sought animal sheltering services with Story County Animal Control following the loss of service providers and;

WHEREAS, pursuant to the terms of the agreement, the City of Huxley will pay a fee for animal housing and care based on an agreed upon schedule and will have a predictable and efficient alternative for lost dogs and cats in the City of Huxley.

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

The proposed animal services agreement between the City of Huxley and Story County Animal Control is hereby approved.

PASSED AND APPROVED this 26th day of April, 2022.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

ANIMAL SHELTERING SERVICES CONTRACT

THIS AGREEMENT is entered into this ____ day of _____, 2022, by and between Story County, Iowa (hereinafter “County”) and the City of Huxley (hereinafter “City”), Iowa pursuant to the authority, and by the procedures of Chapter 28E, Code of Iowa.

WHEREAS the City of Huxley has no building (structure) wherein the police department may receive or house domestic animals; and

WHEREAS Story County Animal Control has a building, located at 975 W. Lincoln Highway, Nevada, IA 50201; and

WHEREAS the County and City wish to enter into such an agreement for the receipt and housing of domestic animals in the Story County Animal Shelter building.

NOW, THEREFORE, the County and City do hereby agree as follows:

1. Authority:

The County, acting through its County Board of Supervisors, and the City, acting through its City Council, enter into this agreement pursuant to the powers granted to them under Chapter 28E of the Iowa Code.

2. Purpose:

Under this contract, Story County Animal Control shall provide said City with services of animal sheltering as set forth more specifically in succeeding paragraphs. Story County Animal Control will not provide service with regard to wild animals except as noted below in the Scope of Services, and in the sole discretion of Story County.

3. Definitions (Story County Code of Ordinances):

3.1. “Animal” shall mean a nonhuman vertebrate.

3.2. “Bite Animal” shall mean an animal that has bitten a human, provided that the bite punctured the skin.

3.3. “Cat” shall mean an animal fitting the scientific description *felis catus*.

3.4. “Companion Animal” shall mean any animal owned, confined, controlled or otherwise kept as a pet, but shall not include any livestock as defined under Iowa Code 717.1, or any game, fur-bearing animal, fish, reptile, or amphibian as defined under Iowa Code 481A.1.

3.7. “Dog” shall mean an animal fitting the scientific description *canis lupus familiaris*.

3.8. “Euthanasia” shall have the same meaning as defined under Iowa Code 162.2(13).

3.9. “Parties” shall mean both Story County and City of Huxley.

3.10. “Livestock” shall mean an animal belonging to the bovine, caprine, equine, ovine, porcine, or poultry.

3.11. “Shelter Services” shall mean providing adequate nutrition, water, shelter, and medical treatment to animals under the care of Story County Animal Shelter.

4. Scope of services:

- a. Story County Animal Shelter only **shall** respond to calls dispatched from the Story County Sheriff’s office or the City of Huxley requesting drop off, retrieval, and/or impoundment of animals already confined and in custody of City employees and authorized by said City.
- b. Dog and Cat Shelter Services. The Story County Animal Shelter shall provide Shelter Services to dogs and cats delivered to its shelter location by the City.
- c. Stray Animal Pick-Up. Story County Animal Shelter will pick up confined stray Companion Animals if needed between the hours of 8 a.m. – 3:00 p.m. at request of City.
- d. Other Animal Shelter Services. The Story County Animal Shelter shall provide Shelter Services to other Companion Animals, including Bite Animals, but only if the Story County Animal Shelter has proper accommodations and is properly licensed for that species.
- e. Holding Period and Automatic Transfer of Ownership. Unless the City instructs otherwise, the Story County Animal Shelter shall retain animals brought into the Animal Shelter by the City for seven days, or longer if so required by any state, county, or municipal law, ordinance, rule or regulation applicable in the geographic area in which the animal was seized (hereinafter referred to as the “Holding Period”). Once the Holding Period expires, the City of Huxley shall transfer ownership of the animal to Story County. This paragraph does not apply to “Bite Animals”.
- f. Attempt to Identify and Notify Owner. Upon receipt of an animal delivered by the City and/or Story County staff, the Story County Animal Shelter shall first attempt to identify the owner of the animal and notify the owner, if found, of the seizure of that animal as well as the owner’s right to redeem the animal.
- g. Redemption of Impounded Animal by Owner. The owner of an animal impounded at the Story County Animal Shelter shall have the right to redeem that animal, subject to the following conditions:
 - a. Boarding Fees. The Story County Animal Shelter will collect incurred boarding fees directly from the owner prior to releasing the animal.
- h. Bite Animal Quarantine. Upon receipt of a Bite Animal, the Story County Animal Shelter shall keep the Bite Animal under quarantine for ten (10) days. During that period, the Story County Animal Shelter shall observe the Bite Animal for symptoms of rabies and other infectious diseases. Quarantined Bite Animals shall be released or euthanized only as directed by the City.
- i. Humane Euthanasia. For reasons of public safety, to relieve animal suffering or to address highly contagious diseases, the Story County Animal Shelter may humanely euthanize unclaimed, non-adopted animals. Further, any and all euthanasia procedures performed by Story County Staff shall be done in accordance with Iowa Code 162.2(13) and any other applicable state laws or rules.
- j. At the discretion of said City and Animal Control, an animal may be held and boarded for less than a minimum of seven (7) days if the animal is significantly sick or injured, vicious, feral/wild, or believed to have been exposed to a disease infectious to animals or humans.
- k. Wild and Exotic Animals. The parties understand that the Story County Animal Shelter may be unable or unwilling to accept certain species of animals. These animals include all non-domesticated or wild animals and those animals considered dangerous or exotic.

- l. Unusual or Emergency Circumstances. Story County Animal Shelter may assist with rescue of animals in unusual or emergency circumstances (i.e. flood water, fire, etc.) with permission from appropriate City Official.
- m. **The City understands that all services listed here are subject to the Story County Animal Control Officer's availability and discretion.**

5. Consideration (Animal Services Fee Schedule) (Quarterly Billing)

Story County will bill the City quarterly for services provided here under:
The City will pay Story County, Iowa based on the following fee schedule:

- a. \$25 per trip for confined Companion Animal pick-ups within the city during business hours.
- b. \$50 per officer involved, per trip between the hours of 3 pm and 8 am, Monday through Friday, all day Saturday, Sunday and holidays for emergency assistance, or confined, Companion Animal pick-ups within the city.
- c. \$6.50 per day up to a maximum of seven (7) days per unclaimed dog for boarding.
- d. \$5.50 per day up to a maximum of seven (7) days per unclaimed cat for boarding.
- e. \$10.00 per day up to a maximum of seven (7) days per unclaimed head of livestock.
- f. \$15.00 for euthanasia of each unclaimed or unwanted cat not held for the entire seven (7) days due to sickness, injury, or rabies testing.
- g. \$25.00 for euthanasia of each unclaimed or unwanted dog not held for the entire seven (7) days due to sickness, injury, or rabies testing.
- h. \$5 per day for rental of humane cat trap.
- i. \$8 per day for rental of humane dog box trap.
- j. All diagnostic costs shall be paid by the City if such services are needed due to possible exposure to a suspected rabies or other infectious disease case.

6. Termination

Any party to this Agreement may terminate this Agreement by giving written notice to the other party at least ninety (90) days in advance of the date of termination.

7. Effective Date

This Agreement shall become effective upon its approval and execution by the County and City and its recording with the Story County Recorder and the Secretary of State for the State of Iowa pursuant to the requirements of *Code of Iowa*, Chapter 28E.

8. Duration and Term

This Agreement shall be effective on the effective date listed above and shall continue until terminated by either party.

9. Notice

Any Notice required or authorized by this agreement, shall be in writing either personally delivered or sent by ordinary mail to the following addresses:

City of Huxley, Attn: City Administrator, 515 N. Main Avenue, Huxley, IA 50124

Story County, Administration Building, 900 Sixth Street, Nevada, IA 50201

10. Savings Clause

If any section, provision or part of this agreement shall be found to be unconstitutional, such finding shall not affect the validity of the agreement as a whole or any section, provision or part thereof not found to be invalid or unconstitutional.

11. Entire Agreement

This agreement represents the entire agreement between the parties as to the subject of this agreement. Any subsequent modification to the terms of this agreement shall be in the form of a duly executed Amendment to this agreement.

12. Amendments

This agreement may be amended at any time by mutual agreement of the parties. Any party desiring an amendment to this agreement shall notify the other party of its desire, and the reason for the request. Such a request shall be in writing to the other party and shall be considered by the other party without unreasonable delay and within no more than (90) days of receipt.

13. Governing Law

This agreement shall be governed by and interpreted under the laws of the State of Iowa.

14. Signature Pages

The parties agree that this agreement has attached to it signature pages which shall be assembled and filed together with the agreement and shall together constitute one and the same instrument. A completed copy of the agreement with executed signature pages shall be sent to each party.

15. No Separate Entity Created

It is the intention of this Agreement that there be no new or additional legal or administrative entity created by this Agreement, nor that the inherent governmental powers or corporate powers of any party to this Agreement be affected in any way beyond the terms of this Agreement.

IN WITNESS THEREOF, Story County and City of Huxley, by their authorized representatives, executed this agreement.

Signature Pages to Follow

CITY OF HUXLEY, IOWA

By: _____
Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

State of Iowa)
)ss
Story County)

On this _____ day of _____, 20____, before me, a notary public for the State of Iowa, personally appeared Kevin Deaton and, Jolene Lettow to me personally known, and who, being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Huxley, Iowa, a municipal corporation; that the corporation has a seal, and that the foregoing instrument was signed on behalf of the City of Huxley, Iowa by the authority of its City Council, as contained in Resolution No. ____ adopted by the City Council on the _____ day of _____, 20____, and that Kevin Deaton and Jolene Lettow acknowledged the execution of the instrument to be the voluntary act and deed of the City of Huxley, Iowa by it and them voluntarily executed.

Notary Public in and for the State of Iowa

COUNTY OF STORY

By: _____
Latifah Faisal, Chair,
Story County Board of Supervisors

ATTEST:

Lucy Martin
Story County Auditor

State of Iowa)
)ss
Story County)

On this _____ day of _____, 20__, before me, a notary public for the State of Iowa, personally appeared Latifah Faisal and Lucy Martin, to me personally known, and who, being duly sworn, did say that they are the Chair of the County Board of Supervisors and County Auditor, respectively, of the County of Story, Iowa; that the County has a seal, and that the foregoing instrument was signed on behalf of the Story County, Iowa by the authority of its Board of Supervisors, as contained in Resolution No. _____ adopted by the Board of Supervisors on the _____ day of _____, 20__, and that Latifah Faisal and Lucy Martin acknowledged the execution of the instrument to be the voluntary act and deed of the Story County, Iowa by it and them voluntarily executed.

Notary Public in and for the State of Iowa

RESOLUTION NO. 22-037

**RESOLUTION FIXING A DATE FOR A PUBLIC HEARING TO CONSIDER AN OPTION TO PURCHASE
REAL ESTATE BY THOMAS HUXLEY TOWNHOMES, LLLP**

WHEREAS, the City of Huxley owns certain real property that is legally described as:

Railroad SD No 2 Lot 9 Huxley in Huxley, Story County, Iowa (the "Property"); and

WHEREAS, Thomas Huxley Townhomes, LLLP has presented an Option to Purchase Real Estate Agreement to the City of Huxley for the purpose of acquiring the Property; and

WHEREAS, the Code of Iowa requires that, before a city may dispose of an interest in real property by sale, the city must set forth its proposal in a resolution and public notice as provided in Section 362.3 of the resolution and of a date, time and place of a public hearing on the proposal; and

WHEREAS, the Code of Iowa also requires that, before a city may enter into a proposed purchase agreement for the real property that a public hearing must be held on the proposed agreement.

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

Section 1. The City Council will hold a public hearing on the proposal to sell the Property and to enter into Purchase Agreements as set out in the preamble hereof at 6:00 o'clock p.m., on the 10th day of May 2022, at City Hall, in the City of Huxley.

Section 2. The City Clerk is hereby authorized and directed to give notice of this resolution and of the public hearing on the proposal to sell the Property and to enter into the Option to Purchase Real Estate Agreement, by publication at least once, not less than four nor more than twenty days before the date of the hearing, in a newspaper of general circulation in the City of Huxley. Such notice shall be substantially in the form that is attached to this Resolution.

Section 3. All resolutions or parts thereof which are in conflict herewith are hereby repealed.

PASSED, ADOPTED AND APPROVED this 26th day of April 2022.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 22-037** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 26th day of April 2022.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

NOTICE OF HEARING ON A RESOLUTION TO CONSIDER AN OPTION TO PURCHASE REAL ESTATE BY THOMAS HUXLEY TOWNHOMES, LLLP

The City Council of the City of Huxley, Iowa has adopted a resolution relating to a proposal to sell and convey certain real property owned by the City of Huxley and legally described as:

Railroad SD No 2 Lot 9 Huxley in Huxley, Story County, Iowa (the "Property").

The Property will be sold for the fair market value of \$100,000.00.

The Huxley City Council will meet at 6:00 p.m. on the 10th day of May 2022, at Huxley City Hall, 515 N Main Street, Huxley, Iowa for the purpose of holding a public hearing on the proposed sale and conveyance.

At that time and place, oral or written comments or objections may be filed or made. Following the hearing, the Huxley City Council will, at that meeting, make a final determination on the proposal, in accordance with Section 364.7 of the Code of Iowa.

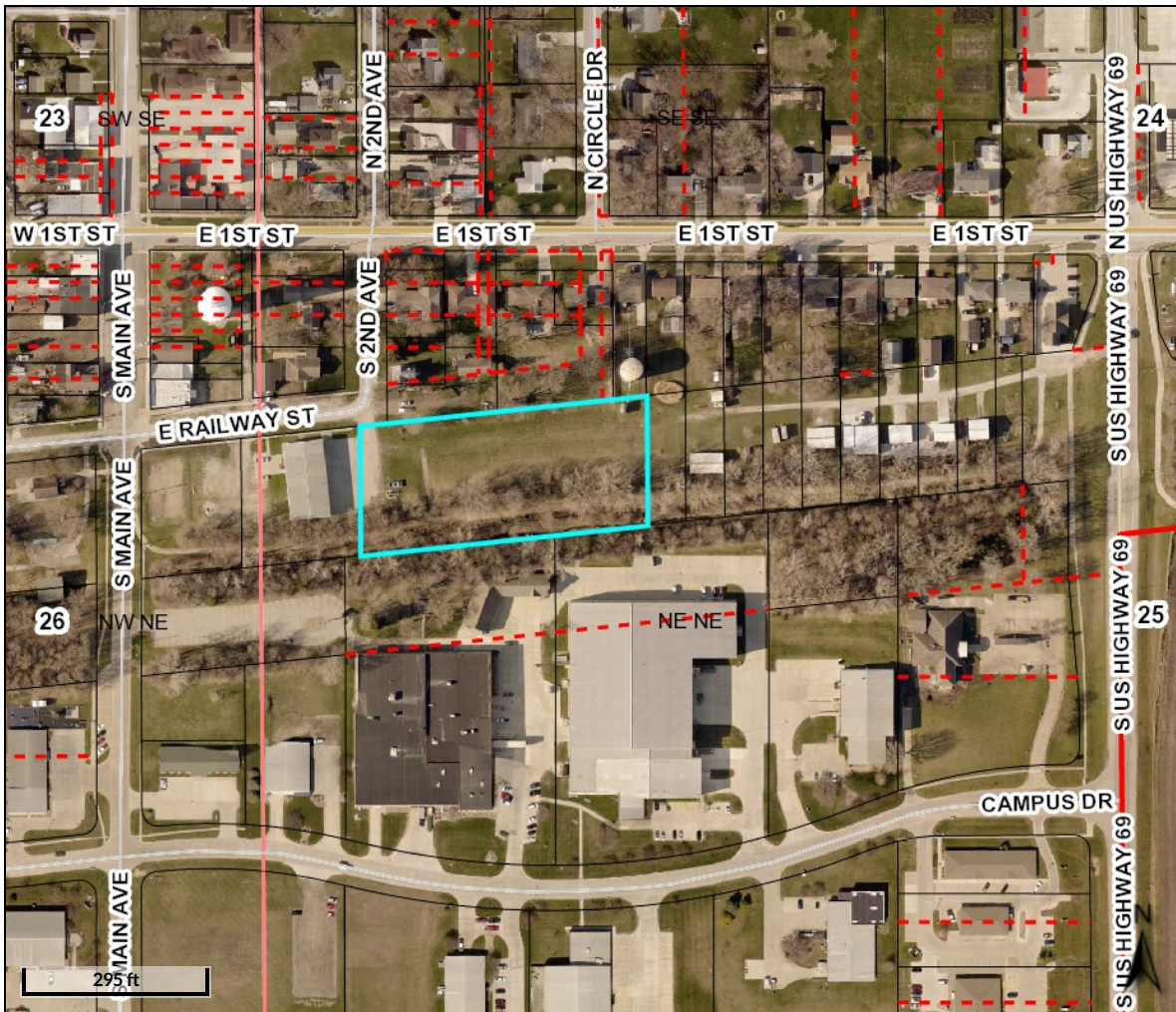
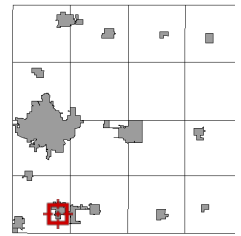
By order of the City Council of the City of Huxley, Iowa.

Jolene Lettow
City Clerk

Published in the _____ on the ____ day of _____ 2020.

**Beacon**TM

Story County, IA / City of Ames

**Overview****Legend**

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

Parcel ID	1326221080	Alternate ID	1326221080	Owner Address	HUXLEY, CITY OF
Sec/Twp/Rng	26-82-24	Class	C - COMMERCIAL		515 N MAIN AVE
Property Address		Acreage	n/a		HUXLEY, IA 50124-9416
District	06013 - HUXLEY CITY/ BALLARD SCH				
Brief Tax Description	RAILROAD SD NO 2 LOT:9 HUXLEY				
	(Note: Not to be used on legal documents)				

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: 4/22/2022

Last Data Uploaded: 4/22/2022 12:38:26 AM

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GEOSPATIAL

OPTION TO PURCHASE REAL ESTATE AGREEMENT

This Option to Purchase Real Estate Agreement (the "*Agreement*") is entered into by and between **City of Huxley, Iowa**, an Iowa limited liability company, (the "*Seller*") and **Thomas Huxley Townhomes, LLLP**, an Iowa limited liability limited partnership (the "*Buyer*"), on this ____13__ day of __May_____, 2022.

RECITALS

- A. Seller currently owns the property legally described in **Exhibit A** (the "*Real Estate*").
- B. The Seller wishes to offer an option to purchase the Real Estate and the Buyer wishes to accept such offer, according to the terms provided herein.

Now, THEREFORE, for good and valuable consideration the parties agree as follows:

AGREEMENT

1. Grant of Option. In exchange for the "Option Price", Seller hereby grants to Buyer the option to purchase the Real Estate (the "Option"). The Option shall commence as of the date of this Agreement and terminate and be of no further force or effect upon May 1, 2023, unless terminated sooner in accordance with Section 2 below (the "Option Term"). The purchase price (the "*Purchase Price*") for the Real Estate upon exercise of the Option shall be equal to One Hundred Thousand and no/100 Dollars (\$100,000.00).
2. Consideration for Option. Within sixty (60) days of the Parties' execution of this Option, Buyer shall pay to Seller an amount equal to Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) (the "*Option Price*") for the grant of the Option by Seller. The Option Price is non-refundable, but shall be credited against the Purchase Price. The Option shall be null and void if the Buyer is not awarded a 9% tax credit award through the Iowa Finance Authority for the 2022 cycle.
3. Exercise of Option. The Option shall be exercisable by Buyer by giving written notice (the "*Exercise Notice*") to the Seller at any time before the Option terminates. In the event Buyer fails to exercise the Option, except as explicitly provided for herein, Buyer shall not be entitled to a refund or credit of the Option Price.
4. Payment of Purchase Price. At closing, the Purchase Price, less the Option Price, shall be paid in full in accordance with the Purchase Agreement.
5. Purchase Agreement. If Buyer properly exercises the Option, the purchase agreement (the "*Purchase Agreement*") attached hereto as **Exhibit B** shall become effective immediately and the parties hereto agree to execute the Purchase Agreement concurrent with the exercise of the Option.
6. Remedies of Parties.

Initials: _____

- A. If Seller fails to timely perform its obligations under this Agreement, Buyer shall have the right of specific performance or to terminate this Agreement or any other rights permissible by law, including, but not limited to, a refund of the Option Price.
 - B. Buyer and Seller are also entitled to utilize any and all other remedies or actions of law or in equity available to them.
 - C. In any action or proceeding relating to this Agreement, the successful party shall be entitled to receive reasonable attorney fees and costs as permitted by law.
7. Environmental Disclosure. Upon execution of this Agreement, Seller shall provide Buyer with a copy of any environmental investigations, inspections, tests, and studies with respect to the Real Estate that Seller has obtained or has received from other parties in the past, including, but not limited to, a Phase I Environmental Site Assessment.
8. Notices. All notices required to be delivered hereunder shall be deemed properly delivered if personally handed to the other party or mailed by registered or certified mail, return receipt requested.

If to Seller at: Attn: Rita Conner, City Administrator
515 N. Main Avenue
Huxley, Iowa 50124

If to Buyer at: Attn: Ryan Galloway
1620 Pleasant Street, Suite 123
Des Moines, IA 50314

Either party hereto may change and the name and address of the designee to whom notice shall be sent by giving written notice of such change to the other party in the same manner as all other notices are required to be delivered under this Agreement. Notice when mailed shall be deemed delivered when deposited in a United States Mail Depository.

9. Assignment. Buyer shall not assign its rights pursuant to this Agreement to any other party. The rights granted herein shall be personal to Buyer and shall inure only to Buyer's benefit.
10. Time is of the Essence. Time is of the essence in this Agreement.
11. Construction. Words and phrases in this Agreement shall be construed as in the single or plural number, as a masculine, feminine or neutered gender according to the context.
12. Severability. If any provision of this Agreement is found to be invalid, Seller and Buyer agree to sever the invalid portion of the Agreement while the remainder of the Agreement remains valid and enforceable.
13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Seller, its successors and assigns.
14. Amendment, Modification and Waiver. Changes, amendments, modifications or waivers of any condition, provision or term in this Agreement shall not be valid or of any

Initials: _____

effect unless made in writing, signed by Buyer and Seller, specifying with particularity the extent and nature of such amendment, modification or waiver.

15. Counterparts. This Agreement may be executed in one or more counter parts, each of which shall be deemed an original, but all of which together shall constitute one in the same Agreement.

16. Memorandum. This Agreement shall not be recorded. However, at the request of either party, both parties shall execute a short form memorandum of this Agreement, which memorandum shall be recorded with the Polk County, Iowa Recorder.

SELLER:

City of Huxley, Iowa

Name:_____

Title:_____

BUYER:

Thomas Huxley Townhomes, LLLP

Name:___Jack Hatch_____

Title:___Manager, T. H. T. LLC_____

Initials: _____

EXHIBIT A

LEGAL DESCRIPTION

Railroad SD No 2 Lot 9 Huxley

Initials: _____

EXHIBIT B

PURCHASE AGREEMENT

This Purchase Agreement (the "*Purchase Agreement*") is by and between **The City of Huxley, Iowa**, an Iowa limited liability company, (the "*Seller*") and **Thomas Huxley Townhomes , LLLP**, an Iowa limited liability limited partnership (the "*Buyer*").

RECITALS

- A. Buyer and Seller have entered into that certain Option Agreement (the "*Option Agreement*") under which Seller granted Buyer the right to require Seller to sell the Property legally described on Exhibit A (the "*Property*").
- B. Under the Option Agreement, this Purchase Agreement becomes effective and binding on Buyer and Seller immediately upon Seller's delivery of an "Exercise Notice" (as defined in the Option Agreement) during the Option Term (as defined in the Option Agreement).
- C. Capitalized terms not defined herein shall have the meaning given to them in the Option Agreement.

AGREEMENT

- 1. **PURCHASE PRICE.** The purchase price shall be One Hundred Thousand and no/100 Dollars (\$100,000.00) (the "*Purchase Price*"). The Purchase Price, less the Option Price, shall be paid in cash at the time of Closing, with adjustments provided for herein to be added to or deducted from this amount.
- 2. **REAL ESTATE TAXES.**
 - a. **Real Estate Taxes Constituting a Lien.** Seller shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.
 - b. **Real Estate Taxes for the Current Year.** Seller shall pay its prorated share, based upon the date of Closing, of the Property's real estate taxes for the fiscal year commencing in the year of Closing. Buyer shall be given a credit for such proration at Closing based upon the last known actual net real estate taxes payable according to public records (the "*Estimated Taxes*").
 - c. **Subsequent Real Estate Taxes.** Buyer shall pay all subsequent real estate taxes on the Property.
- 3. **SPECIAL ASSESSMENTS.**
 - a. **Special Assessments Constituting a Lien.** Seller shall pay in full at the time of Closing all special assessments which are a lien on the Property as of the Exercise Date and would be due and payable in the calendar year in which Closing occurs.
 - b. **Discharge of Assessments.** Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by Seller through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to

Initials: _____

Seller.

- c. **Other Special Assessments.** Buyer shall pay all other special assessments or installments not payable by Seller.
4. **RISK OF LOSS AND INSURANCE.** Seller shall bear the risk of loss or damage to the Property prior to Closing or possession, whichever first occurs. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.
5. **CONDITION OF PROPERTY.**
 - a. Within 120 days of Iowa Finance Authority awarding tax credits the
 - b. Buyer shall conduct any environmental investigations, inspections, tests, and studies with respect to the Property as it deems appropriate. If Buyer determines that there are any environmental issues with any portion of the Property that need to be abated in order for Buyer to accomplish its construction project on the Property, Buyer shall provide written notice to Seller and Seller shall abate such environmental issues within sixty (90) days of such notice, at its sole expense, prior to Closing.
6. **POSSESSION AND CLOSING.** Buyer shall be entitled to possession upon Closing. Closing shall occur after the obligations provided in Section 5 are satisfied and the approval of title by Buyer, upon the date selected by Buyer. This transaction shall be considered closed upon the delivery of the title transfer documents to Buyer and receipt of all funds then due at Closing from Buyer under this Purchase Agreement.
7. **FIXTURES.** Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to, or are a part of the Property, whether attached or detached.
8. **CONDITION OF PROPERTY.** Buyer shall be permitted to inspect the Property within 24 hours prior to Closing.
9. **ABSTRACT AND TITLE.** Seller, at its expense, shall obtain an abstract of title to the Property continued through the Exercise Date, and deliver it to Buyer's attorney for examination. The abstract shall show marketable title in Seller in conformity with this Purchase Agreement, Iowa law, and title standards of the Polk County and Iowa State Bar Association. The Seller shall make every reasonable effort to promptly perfect title. If Closing is delayed due to Seller's inability to provide marketable title, this Purchase Agreement shall continue in force and effect until either party rescinds the Purchase Agreement after giving 14 days written notice to the other party. The abstract shall become the property of Buyer when the Purchase Price is paid in full. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller. The abstract shall be obtained from an abstracter qualified by the Title Guaranty Division of the Iowa Housing Finance Authority.
10. **SURVEY.** If a survey is required under Iowa Code Chapter 354, or city or county ordinances, Buyer shall pay the costs thereof. Buyer may, at Buyer's expense prior to Closing, have the Property surveyed and certified by a registered land surveyor. If the

Initials: _____

survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

11. **STATEMENT AS TO LIENS.** If Buyer intends to assume or take subject to a lien on the Property, Seller shall furnish Buyer with a written statement prior to Closing from the holder of such lien, showing the correct balance due.
12. **DEED.** Upon payment in full at Closing, Seller shall convey the Property to Buyer by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Purchase Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by Buyer.
13. **USE OF PURCHASE PRICE.** At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.
14. **REMEDIES OF THE PARTIES.**
 - a. **Forfeiture.** If Buyer fails to timely perform this Purchase Agreement, Seller may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at Seller's option, upon 14 days written notice of intention to accelerate the payment of the entire balance because of Buyer's default (during which 14 days the default is not corrected), Seller may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.
 - b. **Termination.** If Seller fails to timely perform this Purchase Agreement, Buyer has the right to terminate this Purchase Agreement and the Option Price shall be returned to Buyer.
 - c. **Other Remedies.** Buyer and Seller are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing party shall be entitled to obtain judgment for costs and attorneys' fees.
15. **NOTICE.** Any notice under this Purchase Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties as follows:

If to Seller at:

If to Buyer at: 1620 Pleasant Street, Suite 123
Des Moines, IA 50314

The addresses for the purposes of this paragraph may be changed by giving notice of such change in the manner provided herein for the giving of notice. Unless and until such written notice is received, the last address stated herein shall be deemed to continue in effect for all purposes.

16. **MISCELLANEOUS PROVISIONS.**

- a. **Possession and Access to the Property.** Seller agrees that Buyer and any of its duly

Initials: _____

authorized representatives shall have access to the Property at all reasonable times after the date of this Purchase Agreement, to make such tests, surveys, studies and investigations as Buyer desires.

- b. **No Further Encumbrances to Property.** Seller agrees that during the term of this Purchase Agreement, it will not sell, convey, mortgage, pledge, apothecate, option, plat, grant easements, dedications or otherwise encumber the Property or permit to be done any act or deed to diminish or encumber the title to the Property, except with the prior written consent of Buyer.
- c. **Time is of the Essence; No Waiver.** In the performance of each part of this Purchase Agreement, time shall be of the essence. However, failure to promptly assert rights herein shall not be a waiver of such rights or a waiver of any existing or subsequent default.
- d. **Successors.** This Purchase Agreement shall apply to and bind the successors in interest of the parties.
- e. **Survival.** All covenants contained in this Purchase Agreement the Option Agreement or in any certificate, document or other instrument delivered pursuant to this Purchase Agreement or in connection with the Closing shall be deemed a covenant, representation, and warranty. All covenants, representations, and warranties shall survive the Closing and recording of the deed from the Seller to the Buyer. All such covenants, representations, and warranties shall be true, bona fide, and accurate as of the date of Closing, notwithstanding that any of said covenants, representations and warranties by the language used in this Purchase Agreement may refer to a state of facts as of a date prior to the Closing and not as of the Closing. Seller agrees to indemnify and hold Buyer harmless from any breach of its covenants, representations, and warranties contained herein, including, but not limited to, all claims, demands, actions, investigations, proceedings, judgments or loss of any nature including costs, expenses and attorney's fees incurred by Buyer.
- f. **Entire Agreement.** This Purchase Agreement contain the entire agreement of the parties relating to the purchase and sale of the Property. There are no other representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein or in the Option Agreement. This Purchase Agreement shall not be amended except by a written instrument duly signed by Seller and Buyer.
- g. **Paragraph Headings, Number and Gender.** Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Purchase Agreement. Whenever used herein, the singular shall include the plural, the plural shall include the singular and the use of any gender shall include all other genders.
- h. **Governing Law.** This Purchase Agreement shall be governed by, construed under, and enforced under the laws of the state of Iowa (without regard to principles of conflicts of law).
- i. **Counterparts.** This Purchase Agreement may be executed in multiple counterparts, which together shall be considered as one document.
- j. **Severability.** Should any provision of this Purchase Agreement be construed or

Initials: _____

declared invalid, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if this Purchase Agreement had been executed with such invalid portion eliminated.

- k. **Failure to Enforce.** Failure of either party at any time or times to require performance of any provisions hereof shall in no manner affect the right at a later time to enforce the provision. No waiver by either party of any condition or breach of any term, covenant, representation or warranty contained in this Purchase Agreement, whether by conduct or otherwise, or whether in one or more instances, shall be deemed a further or continuing waiver of any condition or covenant, representation or warranty of this Purchase Agreement.
- l. **Successors.** The terms and agreements hereof shall apply to and bind the successors in interest of the respective parties.
17. **CERTIFICATION.** Buyer and Seller each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.
18. **NO REAL ESTATE AGENT OR BROKER.** Neither party has used the services of a real estate agent or broker in connection with this transaction. Each party agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorney's fees) incurred by the other party as a result of a breach of this representation, which representation shall survive Closing.

SELLER:

The City of Huxley, Iowa

Name: _____
Title: _____

BUYER:

Thomas Huxley Townhomes , LLLP

Name: Jack Hatch
Title: Manager, T.H.T. LLC _____

Initials: _____

LEGAL DESCRIPTION

Railroad SD No 2 Lot 9 Huxley

Initials: _____

RESOLUTION NO. 22-038

**RESOLUTION APPROVING HEALTH CARE PLAN RENEWAL AS PRESENTED
FROM HOLMES MURPHY BUSINESS INSURANCE AND FINANCIAL SERVICES
THE ACTING AGENT ON BEHALF OF THE CITY OF HUXLEY**

WHEREAS, the City of Huxley reviews the health care offerings to its employees on an annual basis; and

WHEREAS, Holmes Murphy Insurance and Financial Services reviewed the City of Huxley Plan with staff.

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 Insurance and Financial Services and renews the City's plan as of July 1, 2022 for twelve (12) months with IGHCP Trust with Wellmark Blue Choice, Delta Dental, Avesis and Lincoln Financial

Roll Call	Aye	Nay	Absent
Niko Pilcher	___	___	___
David Kuhn	___	___	___
Kevin Thompson	___	___	___
Rory Echer	___	___	___
Tracey Roberts	___	___	___

PASSED, ADOPTED AND APPROVED this 26th day of April, 2022

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 22-038** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 26th day of April 2022.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

COUNCIL COMMUNICATION

AGENDA HEADING:

Sign contract with Mosquito Control of Iowa for 2022

SUBMITTED BY: Heather Denger, Parks and Recreation Director

SYNOPSIS:

Huxley Parks and Recreation would like to sign a contract for the 2022 season to use Mosquito Control in Huxley neighborhoods/parks.

FISCAL IMPACT:

Seasonal cost is \$13,265

The price has gone up significantly since 2021 which was \$11,535.00

ADDITIONAL INFORMATION:

I would like to revisit the idea of handling spraying on our own. The season cost is the same whether they spray 2x or 10x so it would be fiscally responsible to handle this ourselves.

BOARD/COMMISSION ACTION(S): APPROVAL

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

Sign and return ASAP.

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.

COUNCIL COMMUNICATION

AGENDA HEADING:

Parks and Recreation Items

SUBMITTED BY: Heather Denger, Parks and Recreation Director

SYNOPSIS:

- 1) Huxley Parks and Recreation would like to use money from the Sidewalk Infill/Trail account to pave the drive into Centennial Park from NorthPark and to repave the sidewalk that runs through Centennial Park. This topic has been discussed for years and we recently received updated bids and would ask council would approve us to move forward with INROADS to do both projects with total cost of \$40,677.
- 2) Approve V&K to provide professional services to Huxley to develop planning documents for the proposed Splash Pad and restroom at Larson.
- 3) Approval requested to support grant application for ARPA funds. Story County Board of Supervisors is potentially opening up another round of funding requests for ARPA funds. Friends of Huxley would like to try to pursue funds for additional expenses for the development of the Splash Pad and restroom at Larson.

FISCAL IMPACT:

- 1) 40,677 for entry and trail at Centennial Park (up over \$1,500 since bid last Summer)
- 2) Maximum cost of \$4,600 for services by V&K
- 3) \$250,000 potential ARPA funds for Splash Pad and restrooms at Larson.

ADDITIONAL INFORMATION:

- 1) Attached bids/estimates
- 2) Attached V&K agreement

BOARD/COMMISSION ACTION(S): APPROVAL

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- 1) Sign and return to INROADS for project to be completed this year.
- 2) Sign and return agreement for V&K to start work on plans for Larson.
- 3) Notify Friends of Huxley of support to pursue grant for Splash Pad and restroom.

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. 22-038

**RESOLUTION APPROVING AWARD OF CONTRACT TO INROADS ASPHALT PAVING &
MATERIALS FOR CENTENNIAL PARK/NORTH PARK DRIVE ENTRANCE & TRAIL
PROJECT (FY 22 CIP)**

WHEREAS, on October 12, 2021 by Resolution No. 21-092, City Council approved FY 2022 Capital Improvement Program (CIP) and;

WHEREAS, the driveway entrance and trail work described in the accompanying Council Communication was approved as party of the FY 22 CIP and;

WHEREAS, three bids were collected for the work and approval to Inroads Asphalt Paving & Materials in the amount of \$40,677.

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

Contract with Inroads Asphalt Paving & Materials is hereby approved.

Roll Call	Aye	Nay	Absent
Rory Echer	___	___	___
David Kuhn	___	___	___
Nikolas Pilcher	___	___	___
Tracey Roberts	___	___	___
Kevin Thompson	___	___	___

PASSED, ADOPTED AND APPROVED this 26th day of April 2022.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 22-038** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 26th day of April 2022

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk



1775 Old 6 Rd

PO Box 535

Brooklyn, IA 52211-0535

www.manatts.com

To: City Of Huxley	Contact: Heather Denger
Address: 515 N MAIN AVE Huxley, IA 50124	Phone: 515-597-2561
Project Name: Centennial Park Entrance	Fax:
Project Location:	Bid Number:
	Bid Date: 4/11/2022

UPDATED

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	6" HMA	514.00	SY	\$46.00	\$23,644.00

Total Bid Price: \$23,644.00

Notes:

- Excludes Permits, Bonds and Dues.
- Price excludes testing, removal and replacement of unsuitable subgrade, pavement markings, and backfill.
- Billing to be based on measurements taken after completion of work.
- Prices are good for 20 days.
- Please call me at (515) 450-0026 if you have any questions. Scott Johnson

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Manatt's, Inc.

Authorized Signature: _____

Estimator: Scott Johnson
(515) 233-2005 scottj@manatts.com

4/11/2022 10:56:09 AM

Phone • 641-522-9206



Faxes • 641-522-9407
• 641-522-5594



1775 Old 6 Rd
PO Box 535
Brooklyn, IA 52211-0535
www.manatts.com

To: City Of Huxley Address: 515 N MAIN AVE Huxley, IA 50124	Contact: Rocky Smith Phone: 515-822-3800 Fax:
Project Name: Centennial Park Trail Project Location:	Bid Number: Bid Date: 7/26/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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Driveway

6" HMA Drive Entrance	514.00	SY	\$37.00	\$19,018.00
Total Price for above Items:				\$19,018.00

Trail

2" HMA Overlay Trail	1,023.00	SY	\$19.00	\$19,437.00
6" HMA Trail (New)	134.00	SY	\$45.00	\$6,030.00
Total Price for above Items:				\$25,467.00

Notes:

- Excludes Permits, Bonds and Dues.
- Price excludes testing, removal and replacement of soft/unstable subgrade, staking and backfill.
- Billing to be based on measurements taken after completion of the work.
- Prices are good for 60 days.
- Please call me at (515) 450-0026 if you have any questions. Scott Johnson

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Manatt's, Inc.

Authorized Signature: _____

Estimator: Scott Johnson
(515) 233-2005 scottj@manatts.com

7/26/2021 4:46:13 PM

Phone • 641-522-9206



Faxes • 641-522-9407
• 641-522-5594

INROADS

ASPHALT PAVING + MATERIALS

Project: Huxley Centennial Park HMA
Contact: Heather Denger

Date: 3/31/2022
Revised

UPDATED

Item #	Item Description	Est. Qty	Unit	Unit Price	Bid Amount
1	Grade/Prep Pave 6" HMA 485 SY West Entrance	485.0	SY	\$ 41.92	\$20,336.00

TOTAL \$20,336.00

2	Prep/ Pave 1,123 SY HMA 2" 217 SY 4" HMA	1340.0	SY	\$ 15.18	\$20,341.00
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TOTAL \$20,341.00

TOTAL \$40,677.00

- Notes
1. Item (1) Grade/Prep and Pave 6" HMA, Excess rock to be placed on remainder of park road.
 2. Item(2) Includes 65' of PCC removal to be hauled off site. Pave 2" overlay on Trail.
 3. Dirt backfill not included.
 4. Quote valid for 30 Days.

Doug Doud

BY: DOUG DOUD/ESTIMATOR/PM
C: 515.402.8215 P: 515.384.8148
4224 Hubbell Avenue, Suite 1
Des Moines, Iowa 50317
doug@inroadspaving.com

Customer Representative

Matt/Rick - prefer trail on entry (trees/hazards/bumps)
Rita said 50,000 (yearly)

INROADS

ASPHALT PAVING + MATERIALS

Project: Huxley Centennial Park Improvements
Contact: Mr. Rocky Smith

Date: 7/28/2021

OLD

<u>Item #</u>	<u>Item Description</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Bid Amount</u>
1	Grade/Prep Pave 6" HMA 485 SY West Entrance	1.0	LS	\$ 18,688.00	\$18,688.00

TOTAL \$18,688.00

2	Prep/ Pave 1,123 SY HMA 2" 217 SY 4" HMA	1.0	LS	\$ 20,341.00	\$20,341.00
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TOTAL \$20,341.00

TOTAL \$39,029.00

Notes

1. Item 1 Rock removed for 6" HMA to be placed on remainder of park road
2. Item 2 Includes 65' of PCC removal to be hauled off site
3. Item 3 Dirt backfill not included
4. Quote valid for 30 Days

Doug Doud

BY: DOUG DOUD/ESTIMATOR/PM
C: 515.402.8215 P: 515.384.8148
4224 Hubbell Avenue, Suite 1
Des Moines, Iowa 50317
doug@inroadspaving.com

Customer Representative

P.O. Box 3365
Des Moines, IA 50316



Phone: (515) 262-8296
Fax: (515) 262-5813
www.desmoinesasphalt.com

To:	City Of Huxley	Contact:	Rocky Smith
Address:	515 N Main Ave. Huxley, IA 50124	Phone:	(515) 597-2561
Project Name:	Centennial Park Entrance Paving Huxley 2	Fax:	
Project Location:	North Park Blvd Entrance, Huxley, IA	Bid Number:	2
		Bid Date:	7/28/2021

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	1	North Park Blvd Entrance To Include Milling Out 6 Inches Of Rock Place On Site. Then Pave Paving 6 Inches In 2 Lifts. (185'X24') 493 SY	1.00	LS	\$26,639.92	\$26,639.92
2	2	Walking Path Approx 445 SY Pave With An Average Depth Of 3.5 Inches. Patch 44 SY With 3.5 Inches	445.00	SY	\$33.43	\$14,876.35

Total Bid Price: \$41,516.27

Notes:

- Exclusions:**
Traffic Control, Permits, Bonds and Dues, Independent Testing, Sawing, Pavement Removals, Unsuitable Subgrade, Subgrade Prep, Granular Subbase, Survey/Layout, Seeding/Sod, Striping, Dewatering.
- PRICING IS BASED ON THE QUANTITIES SPECIFIED ABOVE AND IS SUBJECT TO ESCALATION AFTER _____ OR IF THE ACTUAL QUANTITIES VARY FROM THE ESTIMATED QUANTITIES BY MORE THAN 10%.
- Unless the words "Lump Sum" appear next to an item at work, is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by Seller.
- The person signing below represents that he/she is authorized to enter into this Agreement on behalf of the Buyer and has received the Seller's Standard Terms & Conditions, January 1, 2016 update, attached here to or available from Seller upon request.
- Due to the volatility of fuel, liquid asphalt cement, and construction materials, all bid prices are good for 30 days from date of quotation.

Payment Terms:

Upon Completion & Billing

no update given

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Des Moines Asphalt <i>Brian Beaird</i> Authorized Signature: Estimator: Brian Beaird (515) 240-0209 bbeaird@desmoinesasphalt.com
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RESOLUTION NO. 22-039

**RESOLUTION TO APPROVE PROPOSAL FOR PROFESSIONAL SERVICES WITH
VEENSTRA & KIMM, INC. FOR PLANNING DOCUMENTS FOR LARSON PARK
SPLASHPAD AND RESTROOM**

WHEREAS, the City of Huxley proposes to hire professional civil engineering services for the design development process for the Larson Park Splashpad and Restroom project and;

WHEREAS, Veenstra and Kimm, Inc. have presented an agreement describing the services to be provided and the associated cost not to exceed \$4,600 and;

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
Rory Echer	___	___	___
David Kuhn	___	___	___
Kevin Thompson	___	___	___
Niko Pilcher	___	___	___
Tracey Roberts	___	___	___

PASSED, ADOPTED AND APPROVED this 26th day of April 2022.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 22-039** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 26th day of April 2022.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

April 14, 2022

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

CITY OF HUXLEY, IOWA
LARSON PARK SPLASH PAD AND RESTROOM
PLANNING DOCUMENTS
PROPOSAL FOR PROFESSIONAL SERVICES

This letter agreement is to present Veenstra & Kimm, Inc.'s proposal to provide professional services to the City of Huxley to develop planning documents for the proposed splash pad and restroom at Larson Park.

The planning documents would include the following scope of services:

1. Prepare exhibit drawings showing the splash pad and restroom as they would possibly be located on the proposed site. The proposed site is located in the Larson Park on the eastside of Timberlane between Centennial Drive and the parking lot.
2. The exhibit drawings would include an overhead view and a perspective view.
3. Prepare estimates of cost for the construction of the splash pad, restroom, site work and utilities.
4. Meet the City staff and the Park Board and make changes to the documents as needed based on input from staff and Board members.
5. Assist in the presentation of the documents to the City Council.

Veenstra & Kimm, Inc. would propose to begin the work on the documents as soon as authorized. The goal would be to complete the documents within approximately two months.

Rita Conner
April 14, 2022
Page 2

Veenstra & Kimm, Inc. would propose the fees for services under this agreement be on the basis of the engineers' standard hourly fees plus reimbursement of direct out of pocket costs. The maximum fee for services under this agreement would be Four Thousand Six Hundred Dollars (\$4,600).

This proposal can be made an agreement by executing this letter as provided and returning one executed copy to Veenstra & Kimm, Inc.

VEENSTRA & KIMM, INC.



Forrest S. Aldrich

FSA:rsb
452

Accepted this _ day of _____, 2022.

CITY OF HUXLEY, IOWA

ATTEST:

By _____

By _____