



CITY COUNCIL MEETING NOTICE

**Tuesday, June 13, 2023 6:00pm
CITY COUNCIL CHAMBERS**

AGENDA

- 1. CALL TO ORDER REGULAR MEETING: ROLL CALL**
- 2. APPROVE AGENDA AS PRESENTED AND/OR AMENDED**
- 3. PRESENTATION – Flight Bar & Grille Award: Best Burger in Iowa**
- 4. CONSENT AGENDA – *These are routine business items and will be acted upon by one Roll Call Vote without separate discussion unless a council member requests an item to be removed or considered separately.***
 - a. Approve Minutes from May 23rd Council Meeting
 - b. Approve Payment of Bills
 - c. Approve Alcohol Permit for Casey's, 902 N. Highway 69
 - d. Approve Cigarette Permit for Dollar General
 - e. Approve Resolution No. 23-034 for Pay App No. 19 for Water Treatment Plant Expansion Project
 - f. Approve Appointment of John Brooks to Library Board of Trustees
 - g. Approve Re-Appointment of Aimee Fangmann to Library Board of Trustees
 - h. Approve Resolution No. 23-035 to Set FY24 Salaries
 - i. Approve Resolution No. 23-036 for Second Amendment to Utility Relocation for I-35 Widening Project Agreement
- 5. BUSINESS ITEMS**
 - a. Approve Resolution No. 23-037 for 120 South LLC – Anthem Plat 1 Construction Plans
- 6. DEPARTMENT, COUNCIL AND MAYOR REPORTS**
- 7. WORK SESSION**
 - a. School Resource Officer (SRO) Agreement with Ballard Community School
 - b. 120 South – Development Agreement
 - c. Grant Application – Jensen Request
 - d. City Property Disposal Plan
 - e. One Notice Per Year for Grass and Weeds
- 8. ADJOURNMENT**

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

Consent Agenda

May 23, 2023 Council Meeting Minutes

Claims

Alcohol Permit – Casey’s/902 N. Hwy. 69

Cigarette Permit – Dollar General

Resolution No. 23-034 for Pay App #19
for Water Treatment Plant Expansion Project

Appointment of John Brooks to Library Board of Trustees

Reappointment of Aimee Fangmann to Library Board of Trustees

Resolution No. 23-035 to Set FY24 Salaries

Resolution No. 23-036 for Second Amendment to
Utility Relocation for I-35 Widening Project Agreement

HUXLEY CITY COUNCIL MEETING MINUTES

Tuesday, May 23, 2023

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

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

ROLL CALL: Kuhn, Pilcher, Echer, Thompson; absent - Roberts

CITY STAFF PRESENT: Dave Haugland – City Administrator, Jolene Lettow – City Clerk, Cathy VanMaanen – Library Director, Travis Woodbeck – Fire Chief, Jeff Peterson – Public Works Director, Heather Denger – Parks and Recreation Director

CONSULTANTS PRESENT: Amy Beattie – City Attorney, Forrest Aldrich – City Engineer

PRESENTATION: Nikki Fischer, Ames Economic Development Commission (AEDC), provided council an update of activities the commission was working on for the city.

PUBLIC HEARING: Rezoning of Property at 204 W. Railway Street, Owned by Dennis & Sharon Heinen, from Industrial (M-1) to Multi-Family Residential (R-3) Classification.

Mayor opened meeting at 6:07pm. Residents and developer provided comments regarding change of zoning in neighborhood. Developer asked council to table the first reading of ordinance since a council member was absent from meeting. Motion – Kuhn, second – Echer to close hearing at 6:37pm. 4 ayes. Motion carried.

Motion – Echer, second – Kuhn to Table First Reading of Ordinance No. 531 on Rezoning of Property at 204 W. Railway Street from Industrial (M-1) to Multi-Family Residential (R-3) to June 27th council meeting due to absence of council member. Roll Call: Kuhn, Thompson, Pilcher, Echer voted yes. Motion carried.

PUBLIC HEARING: FY23 Budget Amendments.

Mayor opened meeting at 6:41pm. There was no discussion. Motion – Pilcher, second – Thompson to close hearing at 6:42pm. 4 ayes. Motion carried

Motion – Echer, second – Thompson to Approve FY23 Budget Amendments. Roll Call: Kuhn, Thompson, Pilcher, Echer voted yes. Motion carried.

CONSENT AGENDA:

- a. Approve Minutes from May 9th Council Meeting
- b. Approve Payment of Bills
- c. *Pulled for separate discussion:* Approve Third Reading of Ordinance No. 530 to Amend Municipal Code of the City of Huxley, Iowa to Increase Number of Chickens in a Household
- d. Approve Alcohol Permits for Fareway (Automatic Renewal Program), Casey's (104 N. Hwy. 69) and Flight Bar & Grille (outdoor sales on May 25)
- e. Approve Resolution No. 23-033 for Pay App No. 18 for Water Treatment Plant Expansion Project

CLAIMS:

A KING'S THRONE, LLC	PORTA POTTY/SOCCER FIELD	150.45
AFLAC	AFLAC	263.06
ALL-PRO PLUMBING IOWA, LLC	REFUND PLUMBING PERMIT	100.00
AMAZON CAPITAL SERVICES	PROGRAMS, BOOKS, DVDS, OFFICE	354.64
ARNOLD MOTOR SUPPLY	NICKEL COPPER BRK LINE/BRL FLU	96.61
AUTOMATIC SYSTEMS	UV PANEL/VIEW/INSTALL	6,685.00
BACKFLOW SOLUTIONS, INC.	ANNUAL ONLINE SUBSCRIPTION FEE	495.00
BAKER & TAYLOR ENTERTAINME	BOOKS	411.14
BAKER GROUP	CHECK & REPAIR FURNACE	316.00
BAUER AIDEN	5/10 & 5/17 GAMES/X7	91.00
BECKER TONYA	CIRL BASKETBALL	288.85

BUD'S AUTO REPAIR INC	OIL CHANGE '16 FORD POLICE	145.72
CARA MILLER	TENNIS REFUND	57.00
CARDMEMBER SERVICE	HIGH PRESSURE HOLE REEL	8,991.82
CITY SEWER SOLUTIONS	CLEANING OF WET WELLS	1,651.00
CLINTON H. THOMPSON	X13 GAMES 5/10,5/17,5/21	494.00
CONSTRUCTION & AGGREGATE P	HOSES/FITTINGS/CLAMPS	2,637.85
CORPORATE WAREHOUSE SUPPLY	TONER FOR KONICA PRINTER	489.85
DAKOTA SUPPLY GROUP	8X10 FLANGED 90	475.73
DELTA DENTAL PLAN OF IOWA	DENTAL INSURANCE	1,525.76
DEMCO INC.	BOOK PROCESSING	323.97
DOLLAR GENERAL-REGIONS 410	PROGRAMS	24.20
EBS	MEDICAL INSURANCE	20,319.00
FIDELITY SECURITY LIFE	VISION INS	293.31
FJELLAND, MATT	67% OF REGISTRATION REVENUE	2,105.00
GALLS	GEAR BELT	1,043.31
GREAT-WEST LIFE & ANNUITY	DEFERRED COMPENSATION	11.54
HENDERSON PRODUCTS, INC.	3 WAY VALVE FOR BRINE UNIT	647.96
HOMES BY ADVANTAGE LLC	BLDG PERMIT DEP REFUND	500.00
HUXLEY COMMUNICATIONS COOP	PHONE, INTERNET, CABLE	1,522.53
INTERNAL REVENUE SERVICE	FED WITHHOLDING TAX	14,829.78
INTERSTATE BATTERIES	BATTERY FOR GENERATOR TRAILER	215.65
IOWA DEPT OF PUBLIC HEALTH	IA ONLINE WARRANTS & ARTICLES	0.00
IOWA DOT	55 GAL TRASH BAGS	1,565.44
IOWA PRISON INDUSTRIES	2 STREET SIGNS	102.80
JAYDEN CATTELL	SCORE KEEPER FOR MEN'S LEAGUE	20.00
JOHN CHISM	BALLROOM DANCE CLASS REFUND	130.00
KEISHA CRETSINGER	SERVICEBERRY REBATE	75.00
KEMPKER'S TRUE VALUE AND R	KEMPKER'S TRUE VALUE AND RENTA	880.73
LEEDS, JESSICA	REIMBURSE FOR STORAGE CONTAIN	45.50
LINCOLN FINANCIAL GROUP	DISABILITY INSURANCE	1,258.84
LINDSEY ALLEY	NFL FLAG FOOTBALL	57.00
LOGAN CONTRACTORS SUPPLY	CONCRETE PINS/DIAMOND CUTTING	1,001.98
LONGNECKER LAWN & LANDSCAP	GRASS SEED	310.00
MARCO, INC.	MONTHLY COPIES	18.85
MENARDS	COBALT DRILL BIT/TITANIUM DRIL	200.10
MENARDS - AMES	SCREW DRIVER SET/RACHET SET/DR	181.78
MICHAEL SCIURBA	BASKETBALL OFFICIAL	198.00
MIDWEST ALARM SERVICES	FIRE ALARM SYSTEM INSPECTION	876.12
MIDWEST BREATHING AIR SYST	QRTLY AIR TEST	769.79
MUNICIPAL SUPPLY	GASKETS X4	41.50
NCL OF WISCONSIN, INC.	TSS QA/QL	23.99
NEW CENTURY FS INC	FUEL	2,706.39
OFFICE OF AUDITOR OF STATE	FILING FEE	625.00
OPG-3	ANNUAL SERVICE RENEWAL	420.00
OXEN TECHNOLOGY	HAUGLAND & SHREFFLER EMAIL SET	512.00
PCC AN AMBULANCE BILLING S	AMBULANCE BILL 3/1/23-3/31/23	443.84
PEPSI	PEPSI ORDER	317.19
PITTS LAWN AND TREE SERVIC	MATTILA/CLEAN UP WASTE & GARBA	2,600.00
PLUMB SUPPLY COMPANY - AM	1/2" SPLIT RING HANGER/ROD STA	14.43
POSTMASTER	POSTMASTER	573.29
PREMIER	CONTRACT RATE	33.95
SAFE BUILDING COMPLIANCE &	SAFE BUILDING COMPLIANCE & TEC	12,011.39
SATONIUS PARKER	X13 GAMES/5/10,5/17,5/21	455.00
SEAL MASTER	CRACK PRO/MELTER/APPLICATOR	71,920.50
SHOEN AUSTIN	BASKETBALL LEAGUE SCOREKEEPER	48.00
STAPLES BUSINESS CREDIT	INK CARTRIDGE/RECEIPT BOOK	213.97
STARCEVIC ANDREW	MEMBERSHIP REFUND	67.76
TASC	FLEX BENEFIT PLANS	1,181.21
THE CLEAN MACHINE OF IOWA	CARPET CLEANING	1,820.00
THOMAS ANDERSON	SOCCER REFEREE	48.00
UNITED STATES CELLULAR	731 CELL PHONE/AMBULANCE	94.27
USA BLUEBOOK	AMMONIA TESTS/ASHCROFT WATER L	568.46
VAN WERT COMPANY	METER/REMOT MOUNTING KIT/ADAPT	2,322.81
VANMAANEN CATHY	MILEAGE	20.15
VERIZON WIRELESS	CELL PHONES	1,193.99
WALSH DOOR & HARDWARE COMP	5 DOORS CLOSER	1,418.65
WINDSTREAM IOWA COMMUNICAT	DISPATCH PHONES	84.88
XEROX FINANCIAL SERVICES	COPIER LEASE	313.51
ZIEGLER INC	LATCH ASSEMBLY/WATER PUMP, FILTER	340.15
TOTAL		\$196,012.88

Motion – Pilcher, second – Thompson to Approve Consent Agenda Items a, b, d, e. Roll Call: Pilcher, Echer, Kuhn, Thompson voted yes. Motion carried.

Consent Agenda Item c: Motion – Pilcher, second- Echer to Approve Third Reading of Ordinance No. 530 to Amend Municipal Code of the City of Huxley, Iowa to increase Number of Chickens in a Household. Roll Call: Thompson, Pilcher, Echer voted yes; Kuhn voted no. Motion carried.

WORK SESSION:

Relocation of Utilities for I-35 Expansion/Changes to Costs/DOT Share of Expenses – Public Works Director and City Engineer explained to council the changes in expenses and the amendment that will be made to existing agreement.

ADJOURNMENT: Motion – Pilcher, second – Thompson to adjourn meeting at 7:21 pm. 4 ayes, 0 nays. Motion carried.

Attest:

Kevin Deaton, Mayor

Jolene R. Lettow, City Clerk

JUNE 13,2023

vendor	description	amount	dept
accredited security	refurb taser/holster/battery/cartridge	\$599.00	pol
alliant energy	utilities	\$10,115.77	all
bauer, aiden	men's basketball league official	\$182.00	p & r
arnolds	oil/brake cleaner/spark plugs for pickups	\$180.28	w,ww
daniel becken	basketball league official	\$175.00	p & r
boundtree	fingertip pulse ox	\$58.99	a
bud's auto	repair & replace tire	\$509.77	fire
avalon buck	soccer ref/6 games	\$72.00	p & r
elden buck	soccer ref/ 10 games	\$132.00	p & r
city of ames	community landfill assessment/6 months	\$17,598.00	
compass minerals	coarse rock salt	\$4,091.44	w
computer resource specialist	fixed receipt printer/trouble shoot ph issues/2 factor	\$1,756.30	adm,w,ww,lib
delta dental	dental ins	\$1,525.76	all
ebs	health ins	\$23,057.76	all
electric pump	ras flight pump #2 rebuild	\$7,894.50	ww
environmental resouce assoc	simple nutrients/mini sets	\$789.69	ww
fidelity security life	vision	\$293.31	all
glock professional inc	jj armorer's recert	\$250.00	pol
alex greenfield	boot camp instructor/may 5,12,25	\$55.00	p & r
faith grundmeyer	soccer ref/ 5 games	\$60.00	p & r
grace grundmeyer	soccer ref/ 5 games	\$60.00	p & r
hach	spectrophotometer repair fee	\$1,397.00	w
lilly huntrod	soccer ref/ 5 games	\$75.00	p & r
huxley communications	phone/cable/internet	\$1,522.53	all
iowa one call	email locations	\$63.00	w, ww
iowa prision industries	street signs/timberlane dr & porchlight dr	\$492.20	S,W,WW
integrated print solutions	summer shirts	\$669.00	ww,w,s
interstate battery	battery for generator trailer	\$215.65	ww
kempker's true value	hose/fittings/receptrical/oil/nuts & bolts/connectors	\$899.09	all
lynn jones	refund building permit	\$1,000.00	admin
leixpol	ems/fire rescue online training academy	\$2,635.90	amb, fire,pol
longnecker lawn & landscape	grass seed 50 lbs	\$310.00	s & parks
lowes	barb tee, barb splicer,barb 90	\$12.49	w
marco	printer contract	\$564.00	police/a,p
menards	2x4's,2X10's,casters,box of screws	\$428.33	ww
menards	interior paint	\$30.97	parks
microbac labs	monthly sampling/new guard storage tank	\$107.00	w
municipal supply	manhole cover hooks	\$120.96	ww
grant nason	soccer ref/7 games	\$119.00	p & r
satonius parker	baketball league official	\$665.00	p & r
otis	elevator repair	\$248.70	parks
power dms-plan it	plan it subscription	\$2,625.00	amb
plumb supply	male adapter/couplings/ball valve	\$257.57	ww
quality pest control	spray nord kalsem	\$50.00	parks
chad quick	soccer ref/20 games	\$300.00	p & r
pcc ambulance	april ambulance billing	\$743.90	amb
pitts tree service	removal 3 trees/idot right way, hwy 69	\$1,600.00	p

JUNE 13,2023

pomp's	tire for street sweeper	\$255.95	s
postmaster	postage for water bills	\$573.29	utilities
reliant apparatus	replace 731 backup camera	\$5,129.31	amb,fire
betty robb	update education fire/ems	\$190.00	amb,fire
safe building	permits	\$2,085.47	p&z
tyler tech	erp pro annual fee/incode	\$15,284.69	all
sta-rite transmission	rebuilt tran '03 chevy plow truck	\$2,800.00	s
staples	office supplies/card stock for newsletter	\$401.33	p & r
story county recorder	recording easement	\$59.00	admin
clint thompson	basketball league official	\$532.00	p & r
wilcox david	boot camp instructor/may'23	\$140.00	p & r
woodruff construction	pymt # 18/water treatment plant improve	\$416,979.29	w
van wall	cultivator/spool/hydraulic power steer hoses	\$742.57	p, w,ww,s
veerstra	resident reviews/engineering services	\$5,228.00	p & z
verizon	police phones	\$241.35	police
keith vitzthum	dw-distribution exam/reimburse	\$32.29	w
ziegler	handle assembly & window seal	\$497.97	w,ww,s,p
payroll	may 30,2023	\$51,016.66	all
	total	\$588,798.03	



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
CASEY'S MARKETING COMPANY	CASEY'S GENERAL STORES #2842	(515) 216-3759		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
902 N HWY 69		Huxley	Story	50124
MAILING ADDRESS	CITY	STATE	ZIP	
1 SE CONVENIENCE BLVD	Ankeny	Iowa	50021-8045	

Contact Person

NAME	PHONE	EMAIL
Madison Paulson	(515) 381-5974	madi.paulson@caseys.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0001965	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Aug 9, 2023	Aug 8, 2024	

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
DOUGLAS BEECH	Ankeny	Iowa	50023	ASSISTANT SECRETARY	0.00	Yes
SAMUEL JAMES	Ankeny	Iowa	50021	PRESIDENT	0.00	Yes
SCOTT FABER	Johnston	Iowa	50131	SECRETARY	0.00	Yes
BRIAN JOHNSON	Johnston	Iowa	50131	VICE PRESIDENT	0.00	Yes
ERIC LARSEN	Ankeny	Iowa	50023	TREASURER	0.00	Yes
42-0935283 Casey's General Stores, Inc.	ANKENY	Iowa	50021--804	OWNER	100.00	Yes
JESSICA GENERAL STORES	Urbandale	Iowa	50322			

Insurance Company Information



State of Iowa

Alcoholic Beverages Division

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

July-June 6/30/2024

HUXLEY CITY OF
515 N MAIN AVE
0
HUXLEY50124**Iowa Retail Permit Application
for Cigarette/Tobacco/Nicotine/Vapor**

tax.iowa.gov

812

Instructions on the reverse sideFor period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

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

Business Information:Trade name/Doing business as: Dollar General #

812

\$75

Physical location address: 614 N US HIGHWAY 69 City: HUXLEY ZIP: 50124-9313Mailing address: 100 Mission Ridge City: Goodlettsville State: TN ZIP: 37072Business phone number: 3194628390**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP Dolgenercorp, LLCMailing address: 100 Mission Ridge City: Goodlettsville State: TN ZIP: 37072Phone number: 615-855-4000 Fax number: 877-364-4130 Email: tax-beerandwinelicense@dollargeneral.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 ☒ Retail-General Merchandise

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): Lily Grace CesterleSignature: Lily Grace CesterleDate: 5/1/2023

Name (please

Signature: _____

Date: _____

Vendor #309946

Invoice #202400812TOBCITY6

Batch #24738 \$75.00

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
- Fill in the date the permit was approved by the council or board: 6.13.22
- Fill in the permit number issued by the city/county: 23-
- Fill in the name of the city or county issuing the permit: Huxley
- New ☐ Renewal ☒

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

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

RESOLUTION NO. 23-034

**RESOLUTION APPROVING PAYMENT APPLICATION NO. 19 FOR THE
WATER TREATMENT PLANT IMPROVEMENTS PROJECT**

WHEREAS, on October 12, 2021 by Resolution No. 21-085, City Council approved the notice to proceed, contract, and bond with a general contractor and authorized Mayor to execute the contract with Woodruff Construction for the Water Treatment Plant Improvements project and;

WHEREAS, Veenstra & Kimm, Inc. has reviewed the 19th payment application in the amount of \$202,616.00 and recommends payment.

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

Payment No. 19 for a total amount of \$202,616.00 is hereby approved.

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

PASSED, ADOPTED AND APPROVED this 13th day of June, 2023.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 23-034** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 13th day of June 2023.

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk



VEENSTRA & KIMM, INC.

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

515-255-8000 • 515-225-7848(FAX) 800-241-8000(WATS)

PAY ESTIMATE NO. 19

Date: June 5, 2023

Project Title	Water Treatment Plant Improvements		Contractor	Woodruff Construction	
	Huxley, Iowa			1920 Philadelphia St. #102	
				Ames, Iowa 50010	
Orig. Contract					
Amount & Date	\$10,995,400.00	October 12, 2021	Pay Period	May 1, 2023 through May 31, 2023	

BID ITEMS

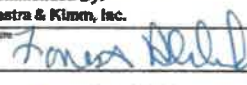
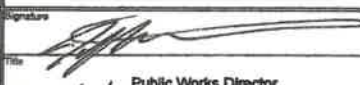
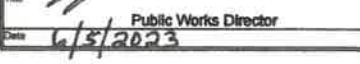
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
01000	Bonds & Insurance	LS	xxxx	\$ 303,585.00	\$ 303,585.00	100%	\$303,585.00
01000	General Conditions	LS	xxxx	\$ 661,000.00	\$ 661,000.00	91%	\$600,900.00
02050	Demolition & Modifications	LS	xxxx	\$ 74,228.00	\$ 74,228.00	1%	\$560.00
02200	Earthwork, Excavation & Backfill	LS	xxxx	\$ 328,700.00	\$ 328,700.00	97%	\$318,698.00
02520	Pavement & Sidewalks	LS	xxxx	\$ 84,400.00	\$ 84,400.00	100%	\$84,400.00
02610	Buried Piping & Site Utilities	LS	xxxx	\$ 679,470.00	\$ 679,470.00	100%	\$679,470.00
02830	Chain Link Fencing, Gates	LS	xxxx	\$ 35,500.00	\$ 35,500.00		\$0.00
03200	Concrete Reinforcement - Material	LS	xxxx	\$ 109,067.00	\$ 109,067.00	100%	\$109,067.00
03300	Detention Tank Concrete	LS	xxxx	\$ 197,800.00	\$ 197,800.00	100%	\$197,800.00
03300	Building Concrete Foundations	LS	xxxx	\$ 137,600.00	\$ 137,600.00	100%	\$137,600.00
03300	Building Concrete Sog	LS	xxxx	\$ 89,300.00	\$ 89,300.00	100%	\$89,300.00
03300	Ground Storage Tank Concrete	LS	xxxx	\$ 75,200.00	\$ 75,200.00	100%	\$75,200.00
03300	Concrete Equipment & Housekeeping Pads	LS	xxxx	\$ 68,600.00	\$ 68,600.00	88%	\$60,368.00
03421	Precast Concrete	LS	xxxx	\$ 145,800.00	\$ 145,800.00	100%	\$145,800.00
04200	Masonry	LS	xxxx	\$ 334,900.00	\$ 334,900.00	95%	\$318,155.00
05120	Structural Steel & Metal Fabrications	LS	xxxx	\$ 182,500.00	\$ 182,500.00	83%	\$151,475.00
06100	Rough Carpentry	LS	xxxx	\$ 7,200.00	\$ 7,200.00	100%	\$7,200.00
06250	Cabinets, Countertops & Furniture	LS	xxxx	\$ 25,000.00	\$ 25,000.00		\$0.00
07110	Damproofing	LS	xxxx	\$ 8,050.00	\$ 8,050.00	100%	\$8,050.00
07410	SS Metal Roof & Gutters	LS	xxxx	\$ 230,000.00	\$ 230,000.00	100%	\$230,000.00
07900	Joint Sealers	LS	xxxx	\$ 8,500.00	\$ 8,500.00	82%	\$7,000.00
07540	PVC Membrane Roofing & Metal Coping	LS	xxxx	\$ 31,400.00	\$ 31,400.00	100%	\$31,400.00
08110	Steel Doors, Frames & Hardware	LS	xxxx	\$ 31,850.00	\$ 31,850.00	96%	\$30,576.00
08120	Aluminum Doors, Frames & Glazing	LS	xxxx	\$ 14,300.00	\$ 14,300.00	100%	\$14,300.00
08306	Access Hatches	LS	xxxx	\$ 8,700.00	\$ 8,700.00	100%	\$8,700.00
08330	Coiling Overhead Door	LS	xxxx	\$ 14,300.00	\$ 14,300.00	100%	\$14,300.00
09510	Acoustical Ceilings	LS	xxxx	\$ 5,600.00	\$ 5,600.00		\$0.00
09650	Resilient Tile Flooring	LS	xxxx	\$ 8,900.00	\$ 8,900.00		\$0.00
09702	Decorative Quartz Epoxy Flooring	LS	xxxx	\$ 4,700.00	\$ 4,700.00	100%	\$4,700.00
09900	Painting & Coatings	LS	xxxx	\$ 100,600.00	\$ 100,600.00	65%	\$65,390.00
10400	Identifying Devices	LS	xxxx	\$ 7,500.00	\$ 7,500.00		\$0.00
10522	Fire Extinguishers	LS	xxxx	\$ 1,300.00	\$ 1,300.00		\$0.00
11200	Aerator	LS	xxxx	\$ 69,500.00	\$ 69,500.00		\$0.00
11224	Chemical Feed & Gas Disinfection Equipment	LS	xxxx	\$ 313,250.00	\$ 313,250.00	37%	\$116,015.00
11320	Membrane Softening System	LS	xxxx	\$ 1,980,000.00	\$ 1,980,000.00	87%	\$1,725,121.50
11321	Horizontal Pressure Filters	LS	xxxx	\$ 941,700.00	\$ 941,700.00	95%	\$894,615.00
11405	Pumps	LS	xxxx	\$ 167,600.00	\$ 167,600.00		\$0.00
12490	Window Roller Shades	LS	xxxx	\$ 1,400.00	\$ 1,400.00		\$0.00
13200	Ground Storage Tank	LS	xxxx	\$ 728,000.00	\$ 728,000.00	100%	\$728,000.00
13570	Inside Process Piping & Valves	LS	xxxx	\$ 861,500.00	\$ 861,500.00	90%	\$773,404.38
14310	Hoisting Equipment	LS	xxxx	\$ 2,400.00	\$ 2,400.00	100%	\$2,400.00
15400	Plumbing	LS	xxxx	\$ 128,500.00	\$ 128,500.00	77%	\$99,164.55
15600	Heating, Ventilation & Air Conditioning	LS	xxxx	\$ 163,200.00	\$ 163,200.00	37%	\$60,780.00
16000	Electrical Distribution & Lighting	LS	xxxx	\$ 812,800.00	\$ 812,800.00	45%	\$363,802.00
16480	Low Voltage Motor Control Centers	LS	xxxx	\$ 145,000.00	\$ 145,000.00		\$0.00
16620	Standby Generator System	LS	xxxx	\$ 250,000.00	\$ 250,000.00		\$0.00
17100	Process Control & Instrumentation Systems	LS	xxxx	\$ 415,000.00	\$ 415,000.00		\$0.00

Materials Stored Summary

	Number of Units	Unit Price	Extended Cost
Circulating Fan CF-1 Stored Off Site	LS	\$8,800.00	\$8,800.00
Split Systems and EUH Stored Off Site	LS	\$30,800.00	\$30,800.00
(1) 6" Pressure Relief Valve Stored On Site	LS	\$5,688.00	\$5,688.00
A/C Unit Stored Off Site	LS	\$13,860.00	\$13,860.00
Steel and Misc. Metals Stored On Site	LS	\$9,379.53	\$9,379.53
Aerator	LS	\$55,030.00	\$55,030.00
Valves 13 & 16	LS	\$8,887.00	\$8,887.00
Check Valves 17A & 17B	LS	\$5,192.00	\$5,192.00
Verticle Turbine Pump	LS	\$30,425.00	\$30,425.00
Misc. Electrical Supplies	LS	\$29,458.00	\$29,458.00
Misc. Instrumentation	LS	\$141,100.00	\$141,100.00
Pipes and Fittings Stored On Site	LS	\$6,808.12	\$6,808.12
Additional Pipes and Fittings Stored On Site	LS	\$1,215.50	\$1,215.50
High Service Pumps	LS	\$106,350.00	\$106,350.00
Desalitech Payment Schedule - 30% at Delivery	LS	\$56,878.50	\$56,878.50
TOTAL MATERIALS STORED			\$509,871.65

SUMMARY				
		Contract Price		Value Completed
Original Contract Price		\$10,996,400.00		\$8,457,286.43
Approved Change Order (list each)	No. 1	-\$1,210.80		-\$1,210.80
Revised Contract Price		\$10,994,189.20		\$8,456,085.63
		Materials Stored		\$509,871.85
		Value of Completed Work and Materials Stored		\$8,965,957.28
		Less Retained Percentage (5%)		\$448,297.86
		Net Amount Due This Estimate		\$8,517,659.42
Less Estimate(s) Previously Approved	No. 1	\$319,803.25		
	No. 2	\$219,410.20		
	No. 3	\$67,944.00		
	No. 4	\$180,556.10		
	No. 5	\$281,798.50		
	No. 6	\$409,966.13		
	No. 7	\$1,463,776.27		
	No. 8	\$396,536.40		
	No. 9	\$367,147.48		
	No. 10	\$1,149,051.69		
	No. 11	\$177,257.65		
	No. 12	\$372,845.55		
	No. 13	\$618,230.75		
	No. 14	\$363,821.86		
	No. 15	\$421,188.16		
	No. 16	\$506,782.91		
	No. 17	\$579,847.23		
	No. 18	\$416,979.29		
		Total Previously Approved		\$8,315,043.41
Percent Complete	77%	Amount Due This Estimate		\$202,616.00

The amount \$202,616.00 is recommended for approval for payment in accordance with the terms of the Contract.

Prepared By: Woodruff Construction Signature  Digitally signed by Zach Phillips Date: 2023.06.05 16:18:41 -0500 Title Project Manager Date 6/5/2023	Recommended By: Veenstra & Kimm, Inc. Signature  Title Project Engineer Date 6/5/2023	Approved By: City of Huxley Signature  Title Mayor Date 6/5/2023 Signature  Title Public Works Director Date 6/5/2023
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VK Job No. 45268



HUXLEY
CITY OF IOWA

CITY OF HUXLEY
APPLICATION FOR APPOINTMENT TO BOARDS & COMMISSIONS

The City of Huxley appreciates your interest in serving the community and welcomes your application. Please complete all sections of this application. If you have any questions, please contact the City Clerk's Office at (515)597-2561. Additional information may be found on the city web site at www.huxleyiowa.org. The City of Huxley is committed to providing equal opportunity for citizen involvement.

Please indicate the Boards and/or Commissions on which you would be willing to serve or reappointed to by checking below:

☒ Library Board of Trustees	☐ Tree Board
☐ Zoning Board of Adjustments	☐ Parks and Recreation Board
☐ Planning & Zoning Commission	☐ Huxley Volunteer Fire Department

Is this a reappointment ☐ Yes ☒ No

If this application is for reappointment please fill out information to the gray line below. New appointment please fill out entire application.

Name: BROOKS JOHN PAUL Date: 06/02/23
Last First Middle
Address: 612 MEMORIAL PK HUXLEY IA 50124
Street City State Zip
Occupation: INSURANCE AGENT
Employer's Name & Address: GENERAL INSURANCE AGENCY
107 HWY 6A, HUXLEY, IA 50124
Work Telephone No: (515) 597-2861 Hours you can be reached: 8-5PM
Home Telephone No: (515) 721-0991 CELL Hours you can be reached: ANYTIME
Email: ypastorbrooks@hotmail.com

How long have you resided in Huxley? 5 yrs

Please list any previous Board membership positions (City, Church, School, Professional, etc.) and dates of service:

DEACON - GRACE LIFE CHURCH - (NOV 2012 - NOV 2010)

Please indicate below the reasons why you would like to be appointed to a Board or Commission and any specific skills or experience that you believe support your application:

I LIKE TO GET INVOLVED IN THE COMMUNITY ALONG W/ MY YOUNGER GIRLS. I COACH PACE & REC & LIKE TO HELP INSPIRE THE LOVE FOR AN ACTIVITY. I'M WANTING TO BE PART OF THE COMMUNITY & INSPIRING OTHERS WITH THE LIBRARY. I'M AN INSURANCE AGENT IN THE COMMUNITY TO HELP OTHERS WITH COVERING THEIR PROPERTY/BUSINESS.

Please list two references other than a family member:

Name: MIKE SCHWENK Relationship: CO-WORKER Phone: (515) 597-2861

Name: RYAN HARRIS Relationship: FRIEND Phone: (515) 600-0969

Do you sell to, or are you in any manner a part to, any contract to furnish supplies, material, or labor to the City of Huxley? N/A If so, please list dates of employment and positions held:

Have you ever been employed by the City? N/A If so, please list dates of employment and positions held:

Do you have relatives working for the City? N/A If so, please give name and relationship:

Please mail completed application to the office of the City Clerk at the following address:

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

Mayor Approval: _____

Council Approval Date: _____

Term Start Date: _____ Expiration Date: _____



CITY OF HUXLEY

APPLICATION FOR APPOINTMENT TO BOARDS & COMMISSIONS

The City of Huxley appreciates your interest in serving the community and welcomes your application. Please complete all sections of this application. If you have any questions, please contact the City Clerk's Office at (515)597-2561. Additional information may be found on the city web site at www.huxleyiowa.org. The City of Huxley is committed to providing equal opportunity for citizen involvement.

Please indicate the Boards and/or Commissions on which you would be willing to serve or reappointed to by checking below:

☒ Library Board of Trustees	☐ Tree Board
☐ Zoning Board of Adjustments	☐ Parks and Recreation Board
☐ Planning & Zoning Commission	☐ Huxley Volunteer Fire Department

Is this a reappointment ☒ Yes ☐ No

If this application is for reappointment please fill out information to the gray line below. New appointment please fill out entire application.

Name: Fangmann Aimee Elizabeth Date: 5/25/23
Last First Middle
Address: 113 Lynwood Dr. Huxley IA 50124
Street City State Zip
Occupation: PRN @ Sterile Processing Mary Greeley Medical Center
Employer's Name & Address: Mary Greeley Medical Center
1111 Duff Ave Ames IA 50010
Work Telephone No: 515-239-2034 Hours you can be reached: ~~anytime~~
Home Telephone No: 563-880-9412 Hours you can be reached: anytime
Email: akilstofte@gmail.com

How long have you resided in Huxley? 11 years

Please list any previous Board membership positions (City, Church, School, Professional, etc.) and dates of service:

Currently on the board

Please indicate below the reasons why you would like to be appointed to a Board or Commission and any specific skills or experience that you believe support your application:

I would like to stay on library board

Please list two references other than a family member:

Name: _____ Relationship: _____ Phone: _____

Name: _____ Relationship: _____ Phone: _____

Do you sell to, or are you in any manner a part to, any contract to furnish supplies, material, or labor to the City of Huxley? NO If so, please list dates of employment and positions held:

Have you ever been employed by the City? NO If so, please list dates of employment and positions held:

Do you have relatives working for the City? NO If so, please give name and relationship:

Please mail completed application to the office of the City Clerk at the following address:

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

Mayor Approval: _____

Council Approval Date: _____

Term Start Date: _____ Expiration Date: _____

RESOLUTION NO. 23-035

RESOLUTION SETTING SALARIES FOR FISCAL YEAR 2024 FOR APPOINTED OFFICERS AND EMPLOYEES OF THE CITY OF HUXLEY, IOWA; AND ESTABLISHING AN EFFECTIVE DATE FOR THIS RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUXLEY:

SECTION 1. The following persons and positions named, upon completion of their evaluation, a satisfactory review and completing requirements for their position, shall be paid the salaries or wages indicated. These wages are less legally required or authorized deductions from the amounts set out below on a bi-weekly basis and also make such contributions to Social Security, Medicare, I.P.E.R.S or other purposes as required by law or authorization of the City Council, all subject to audit and review by the City Council. All employees in the table below will be considered regular full-time and part-time employees. Full-time employees working at least a 40-hour week and part-time less than 40 hours.

POSITION	EMPLOYEE NAME	ANNUAL SALARY OR HOURLY RATE FOR FY 2023	ANNUAL SALARY OR HOURLY RATE FOR FY 2024	CLASSIFICATION: ANNUAL SALARY OR HOURLY
POLICE				
POLICE CHIEF	NATHAN ALBAUGH	\$ 76,300.12	\$81,641.12	ANNUAL SALARY
SERGEANT	JOE MARCHESANO	\$ 33.64	\$ 35.99	HOURLY RATE
SERGEANT	GERALD CALIGIURI	\$ 33.12	\$ 35.44	HOURLY RATE
POLICE OFFICER	REX DECKARD	\$ 29.99	\$ 32.09	HOURLY RATE
POLICE OFFICER	MATT ROUDEBUSH	\$ 27.90	\$ 29.85	HOURLY RATE
PUBLIC WORKS				
PUBLIC WORKS DIRECTOR	JEFF PETERSON	\$ 93,010.32	\$ 99,521.04	ANNUAL SALARY
WATER SUPER/ASST. PWD	KEITH VITZTHUM	\$ 39.88	\$ 42.67	HOURLY RATE
WASTEWATER SUPERINTENDENT	AUSTIN STRUMPFER	\$ 31.85	\$ 34.07	HOURLY RATE
STREET SUPERINTENDENT	MATHEW KAHLER	\$ 30.06	\$ 32.16	HOURLY RATE
PUBLIC WORKS UTILITY/WASTEWATER	JACOB HERMANSON	\$ 26.90	\$ 28.78	HOURLY RATE
PUBLIC WORKS UTILITY/WATER	JACOB HANKS	\$ 26.98	\$ 28.86	HOURLY RATE
PUBLIC WORKS UTILITY	ROCKY SMITH	\$ 22.49	\$ 24.06	HOURLY RATE
PUBLIC WORKS UTILITY	CORY HENNICK	\$ 20.70	\$ 22.15	HOURLY RATE

PARKS AND RECREATION				
PARKS & RECREATION DIR.	HEATHER DINGER	\$ 68,034.32	\$ 72,786.32	ANNUAL SALARY
ADMINISTRATIVE ASSISTANT	KERRI MULDER	\$ 25.35	\$ 27.12	HOURLY RATE
GROUND & MAINT. EMPLOYEE	JACOB VAUGHN	\$ 19.00	\$ 20.33	HOURLY RATE
ADMINISTRATION				
CITY CLERK/ FINANCE OFFICER	JOLENE LETTOW	\$ 36.08	\$ 38.61	HOURLY RATE
UTILITY/ZONING CLERK	AMY KAPLAN	\$ 28.49	\$ 30.48	HOURLY RATE
DEPUTY CITY CLERK/HR ADMINISTRATIVE COORDIN.	SUZETTE BARTLESON	\$ 26.44	\$ 28.29	HOURLY RATE

Any Public Works employee who obtains a license above what they are required to have will receive a certification increase for each license that is approved by supervisor and obtained. Check with Human Resources for the amount of the certification increase and what is required.

SECTION 2. The normal work week for the City of Huxley shall begin on Saturday at 12.01 a.m. and end on the following Friday at midnight.

SECTION 3. Job descriptions, rules and benefits will be provided to each employee and updated as required.

SECTION 4. GROUP HEALTH INSURANCE AND BENEFITS: The City will provide benefits to the City employees as outlined in the City's Personnel Manual and related resolutions.

SECTION 6. EFFECTIVE DATE: The effective date of these revisions to the FY 24 salaries shall be June 24, 2023.

SECTION 7. COMPENSATORY TIME: An employee may choose to receive comp time or overtime for hours worked over 40 hours in a work week. No employee shall accumulate more than 40 hours of compensatory time in any calendar year. Any employee that has reached the maximum of 40 hours may not select comp time but shall receive overtime for approved hours earned over 40 hours worked or until such time that compensatory time has fallen below 40 hours.

SECTION 8. This resolution declares null and void any sections of previously approved salary resolutions in conflict with sections of this resolution.



PASSED, ADOPTED AND APPROVED this 13th day of June, 2023.

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

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 23-035** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 13th day of June, 2023.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

RESOLUTION NO. 23-036

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

WHEREAS, on April 27, 2021 by Resolution No. 21-036, City Council approved a contract for professional civil engineering services with Veenstra & Kimm, Inc. in the amount of \$74,800 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, on December 14, 2021, Veenstra and Kimm, Inc. presented an amendment to the agreement describing the services to be provided and the associated additional cost not to exceed \$24,800, and;

WHEREAS, ON June 13th, 2023, Veenstra & Kimm, Inc., presented a second amendment to the agreement describing the services to be provided and the associated cost not to exceed \$67,500, and

WHEREAS, the IDOT will reimburse the City of Huxley 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 second amendment to the professional engineering services agreement from Veenstra and Kimm, Inc. is hereby approved.

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

PASSED, ADOPTED AND APPROVED this 13th day of June, 2023.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 23-036** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 13th day of June, 2023.

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk

SECOND AMENDMENT TO AGREEMENT

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

THIS AMENDMENT TO AGREEMENT, made and entered into this ____ day of _____ 2023, by and between the **CITY OF HUXLEY, IOWA**, hereinafter referred to as the **City**, party of the first part, and **VEENSTRA & KIMM, INC.** of West Des Moines, Iowa, a corporation organized and existing under the laws of the State of Iowa, hereinafter referred to as the **Engineers**,

WITNESSETH, THAT WHEREAS, the City entered into an Agreement with Veenstra & Kimm, Inc. on April 27, 2021 to provide engineering services for the Utility Relocation for Interstate 35 Widening project, and

WHEREAS, the Agreement dated April 27, 2021 did not provided resident review services, and

WHEREAS, the City has received notice from the Iowa Department of Transportation that the City shall obtain resident review services for the City of Huxley's Utility Relocation for Interstate 35 Widening Project, and

WHEREAS, Veenstra & Kimm, Inc. has received notice from the Iowa Department of Transportation requesting resident review services for the Iowa DOT Rest Area Water and Sanitary Sewer Relocations for Interstate 35 Widening Project, and

WHEREAS, the City and the Iowa DOT desire to retain the Engineers for resident review services for the construction of the Projects.

NOW, THEREFORE, it is agreed by and between the parties hereto the Agreement dated April 27, 2021 is amended by the following additions, deletions and modifications to wit:

1. Under “**9. GENERAL SERVICES DURING CONSTRUCTION**” following paragraph d. insert the following paragraph:

“e. **RESIDENT REVIEW SERVICES.** The Engineers shall provide Resident Review services during construction of the Project.

The Engineers shall assign a qualified and experienced engineering technician to provide on-site observation of construction activities and maintain a record of construction activities. Resident observation services will be provided on an as required basis, and may take place on a part time basis during the construction work on the Project.

2. In the Amended Agreement, under “**10. COMPENSATION**” following paragraph b. insert the following paragraphs:

“c. For the scope of services set forth in **9. GENERAL SERVICES DURING CONSTRUCTION**, paragraph e. the fee shall be based on the fees for the time the Engineers' personnel are engaged in the performance of the work, plus direct costs incurred by the Engineers for work associated with the City of Huxley's Utility Relocation for Interstate 35 Widening Project. The total fee for engineering resident review services shall not exceed the sum of Sixty-seven Thousand Five Hundred Dollars (\$67,500).

d. For the scope of services set forth in **9. GENERAL SERVICES DURING CONSTRUCTION**, paragraph e. the fee shall be based on the fees for the time the Engineers' personnel are engaged in the performance of the work, plus direct costs incurred by the Engineers for work associated with the Iowa DOT Rest Area Water and Sanitary Sewer Relocations for Interstate 35 Widening Project. The total fee for engineering resident review services shall not exceed the sum of Forty-eight Thousand Seven Hundred Dollars (\$48,700).”.

3. Under “**17. SERVICES NOT INCLUDED**” delete paragraph f. in its entirety.
4. Except as modified herein, the terms and provisions of the Agreement and Amended Agreement dated April 27, 2021 and December 14, 2021, respectively, shall remain in full force and effect.

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

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

Business Items

Resolution No. 23-037 for 120 South LLC
Anthem Plat 1 Construction Plans

RESOLUTION NO. 23-037

**RESOLUTION APPROVING CONSTRUCTION PLANS FOR ANTHEM PLAT #1,
TO THE CITY OF HUXLEY, IOWA**

WHEREAS, the Construction Plans for Anthem Plat #1 have been submitted for review; and,

WHEREAS, the plans have been reviewed by the Public Works Director and City Engineer; and,

WHEREAS, the Public Works Director and City Engineer have provided the developer with any recommendations and questions; and,

WHEREAS, Veenstra & Kimm, Inc., has accepted the construction plans, and

BE IT RESOLVED, THEREFORE, that the Construction Plans for **ANTHEM PLAT #1** be approved.

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

PASSED, ADOPTED AND APPROVED this 13th day of June, 2023.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 23-037** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 13th day of June, 2023.

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

June 6, 2023

David Haagland
City Administrator
City of Huxley
515 N. Main Avenue
Huxley, Iowa 50124

HUXLEY, IOWA
ANTHEM PLAT 1
CONSTRUCTION PLANS

We have reviewed the revised construction plans for Anthem Plat 1 and find them acceptable.

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

VEENSTRA & KIMM, INC.

Forrest S. Aldrich

FSA:rsb

45279

Enclosure

cc: Adam Schoeppner, Niles & Associates, Inc. (e-mail)
Chris Gardner (e-mail)

NILES ASSOCIATES
1933 SW MAGAZINE ROAD
ANNKENY, INDIANA 46023-2650
(317) 865-0123 phone • (317) 865-3322 fax
Civil Engineering • Land Surveying
Landscape Architecture

REVISIONS
1.1 MATERIALS - MATERIALS PER CITY OF HOLLYWOOD COMPLINTS
1.2 MATERIALS - MATERIALS PER CITY OF HOLLYWOOD COMPLINTS



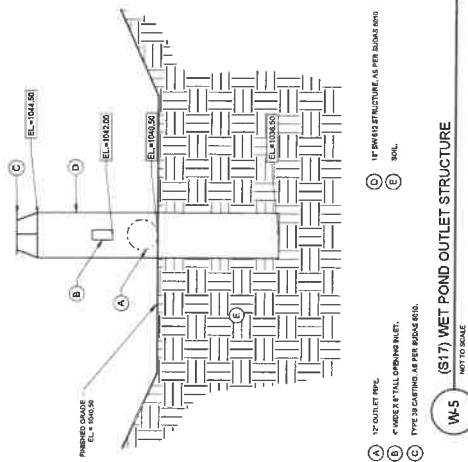
THEM PLAT 1
HARLEY, JONAS
TITLE SHEET

ANT

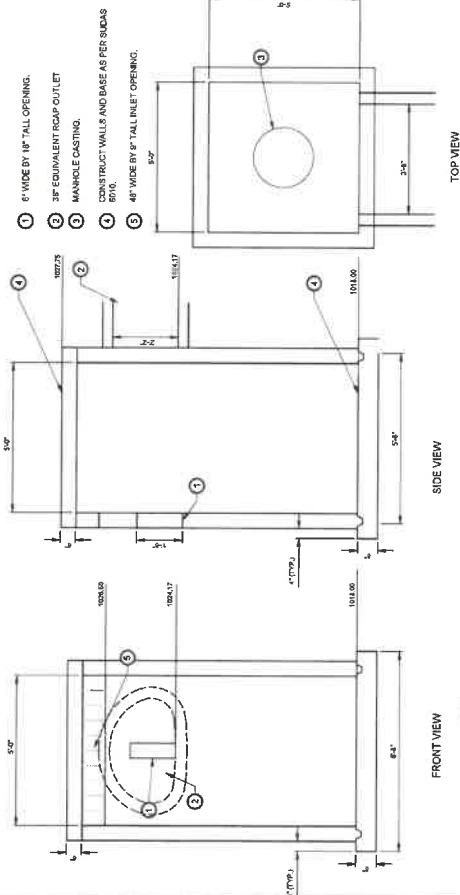
1/11/16	23016
DATE	06/24/2023
CREATED BY	BLH
PROJECT ID	JTN
SAFETY SHEET	22' X 34'
SCALE	A.01
DATE NO	1/55

\\NAS-2017\Projects_2017\23016dwg\Construction Drawings\23016 C.D - ABC Sheets.dwg

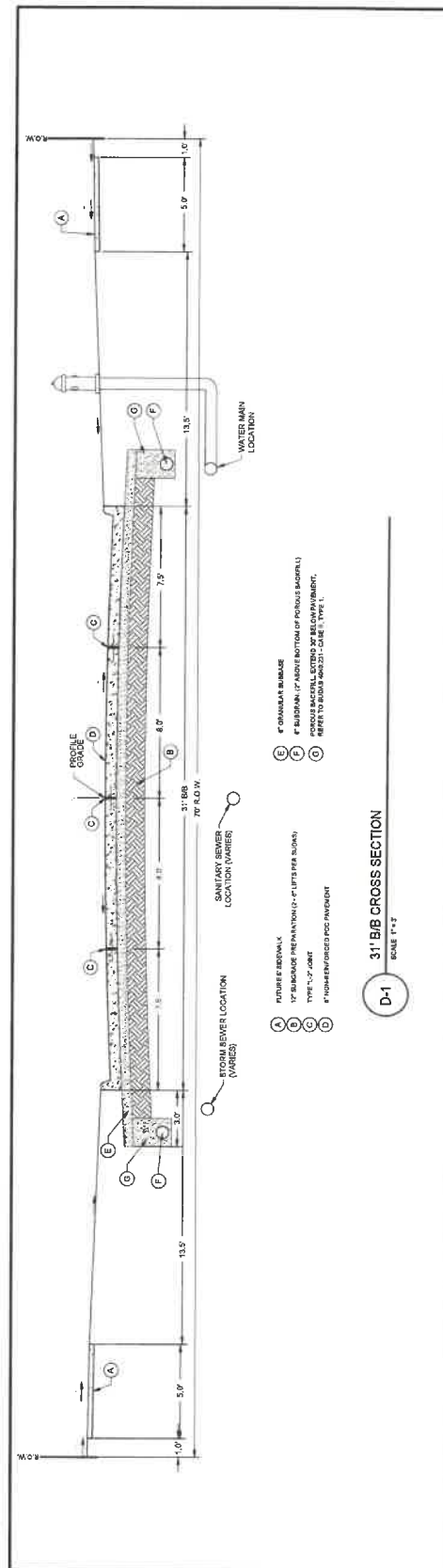
APPROVED FOR CONSTRUCTION BY THE CITY OF HUXLEY - 06-02-2023



(S17) WET POND OUTLET STRUCTURE

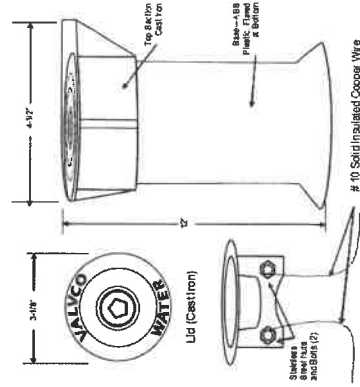


(500) WET POND OUTLET STRUCTURE

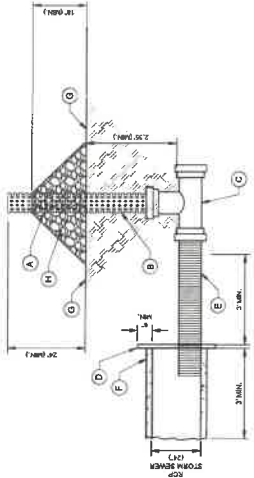


31' B/B CROSS SECTION

Contact: Fischer, Harris & Associates for information 800-224-7579.



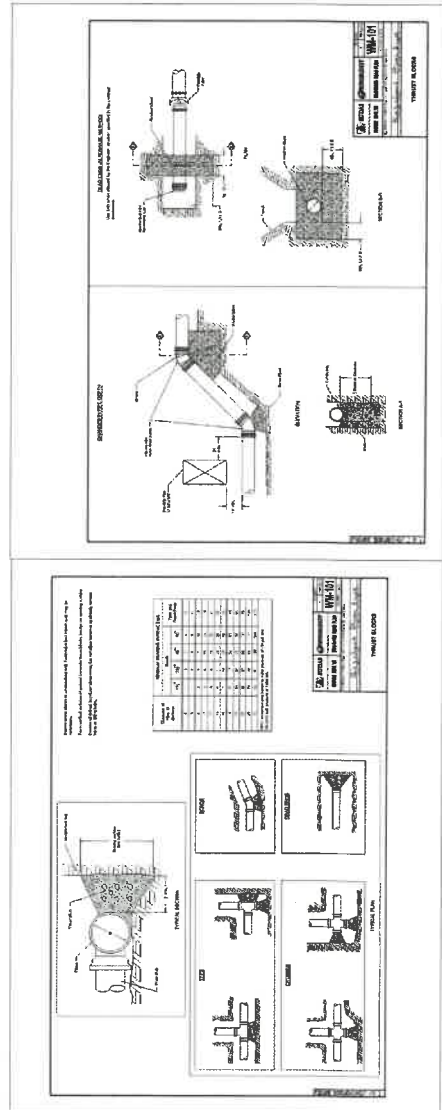
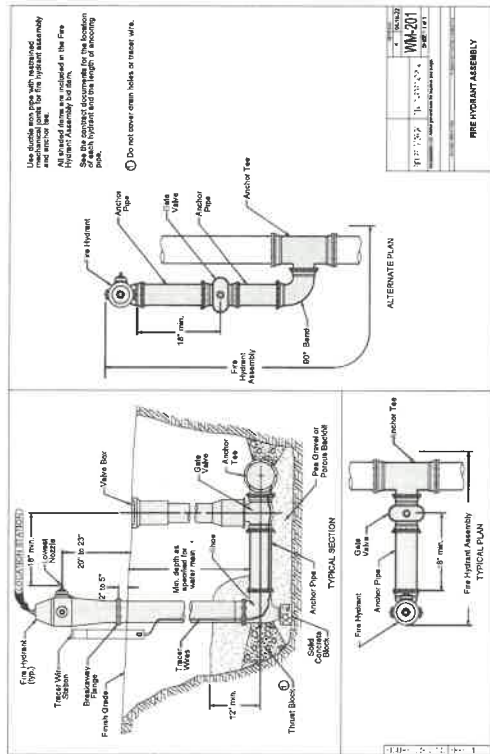
#10 Solid Insulated Copper Wire
Attached each end to tracer wire box



12th HICKENBOTTOM INTAKE

- B** 12" NICKERWOTTON MID SECTIONS AS NEEDED.
- C** 8" PVC 14' ACOBINATION HOPE THE SECTION
- D** 6" NICKERWOTTON MID SECTIONS AS NEEDED.
- E** 3/4" MARINE GRADE S VWOOD (MAINTAIN 5' OVERLAP)
- F** EXTEND 8" PVC PIPE INTO
- G** BACKFILL WITH ROCK TO MAINTAIN PROPER CONTACT BETWEEN PVC WOOD
- H** AND RCP STORM PIPE
- I** 3/4" MARINE GRADE S VWOOD (MAINTAIN 5' OVERLAP)
- J** 3/4" MARINE GRADE S VWOOD (MAINTAIN 5' OVERLAP)
- K** 3/4" MARINE GRADE S VWOOD (MAINTAIN 5' OVERLAP)
- L** 3/4" MARINE GRADE S VWOOD (MAINTAIN 5' OVERLAP)
- M** 3/4" MARINE GRADE S VWOOD (MAINTAIN 5' OVERLAP)
- N** 3/4" MARINE GRADE S VWOOD (MAINTAIN 5' OVERLAP)
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- Z** 3/4" MARINE GRADE S VWOOD (MAINTAIN 5' OVERLAP)

TEMPORARY RISER DETAIL



[illegible][illegible][illegible]

ESTIMATED PROJECT QUANTITIES

ITEM	DESCRIPTION	UNIT	QUANTITY
1.01	TOPSOIL, ON-SITE	CY	47,597
2.01	SURFACE PREPARATION, 12-IN. DEPTH	SY	27,113
2.03	GRAVEL SUBBASE, MIN. DEPTH	SY	27,113
2.04	EXCAVATION, CLASS 10	CY	191,009
2.05	COMPACTION, TESTING	LS	1
TRENCH EXCAVATION AND BACKFILL			
3.01	TRENCH COMPACTING, TESTING	LS	1
SEWERS AND DRAINAGE			
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 18-INCH DIA.	LF	2,458
4.02	SANITARY SEWER SERVICE STUB, PVC, 6-INCH DIA.	LF	3,304
4.03	STORM SEWER PIPE, TRENCHED, PVC, 12 IN. DIA.	EA	14
4.04	STORM SEWER PIPE, TRENCHED, RCP, 12 IN. DIA.	LF	87
4.05	STORM SEWER PIPE, TRENCHED, RCP, 15 IN. DIA.	LF	2,591
4.06	STORM SEWER PIPE, TRENCHED, RCP, 18 IN. DIA.	LF	1,153
4.07	STORM SEWER PIPE, TRENCHED, RCP, 21 IN. DIA.	LF	31
4.08	STORM SEWER PIPE, TRENCHED, RCP, 24 IN. DIA.	LF	1,972
4.09	STORM SEWER PIPE, TRENCHED, RCP, 30 IN. DIA.	LF	1,323
4.10	STORM SEWER PIPE, TRENCHED, RCP, 36 IN. DIA.	LF	1,589
4.11	STORM SEWER PIPE, TRENCHED, RCP, 36 IN. DIA.	LF	754
4.12	STORM SEWER PIPE, TRENCHED, RCP, 36 IN. DIA.	EA	1
4.13	FLARED END SECTION, 18-INCH DIA.	EA	3
4.14	FLARED END SECTION, 24-INCH DIA.	EA	7
4.15	FLARED END SECTION, 36-INCH DIA.	EA	2
4.16	FLARED END SECTION, 36-INCH DIA.	EA	1
4.17	FLARED END SECTION, 36-INCH DIA.	EA	1
4.18	FLARED END SECTION, 36-INCH DIA.	EA	1
4.19	SUBDRAIN, 6-INCH DIA.	LF	11,282
4.20	SUBDRAIN CLEANOUTS	EA	10
4.21	SUBDRAIN OUTLETS AND CONNECTIONS	EA	60
WATER MAINS & APPURTENANCES			
5.01	WATER MAIN, TRENCHED, C-900 PVC, 8-INCH DIA.	LF	1,323
5.02	WATER MAIN, TRENCHED, C-900 PVC, 12-INCH DIA.	LF	4,938
5.03	WATER MAIN, TRENCHED, C-900 PVC, 12-INCH DIA.	EA	1
5.04	FITTING, DIP, TEE, 12-INCH X 8-INCH	EA	2
5.05	FITTING, DIP, TEE, 12-INCH X 8-INCH	EA	1
5.06	FITTING, DIP, CROSS, 12-INCH X 12-INCH	EA	1
5.07	FITTING, DIP, CROSS, 12-INCH X 12-INCH	EA	2
5.08	FITTING, DIP, 11.25 DEGREE BEND, 8-INCH	EA	2
5.09	FITTING, DIP, 22.5 DEGREE BEND, 12-INCH	EA	5
5.10	FITTING, DIP, 45 DEGREE BEND, 12-INCH	EA	2
5.11	FITTING, DIP, 45 DEGREE BEND, 12-INCH	EA	18
5.12	WATER MAIN SERVICE STUB, 8-INCH DIA.	EA	5
5.13	8" VALVE (GATE)	EA	4
5.14	10" VALVE (GATE)	EA	15
5.15	12" VALVE (GATE)	EA	19
5.16	WATER MAIN SERVICE STUB, 8-INCH DIA.	EA	2
5.17	FIRE HYDRANT RELOCATION	EA	2
STRUCTURES FOR SANITARY AND STORM SEWERS			
6.01	MANHOLE, SW-301, 48-INCH DIA.	EA	28
6.02	MANHOLE, SW-401, 48-INCH DIA.	EA	13
6.03	MANHOLE, SW-401, 60-INCH DIA.	EA	6
6.04	MANHOLE, SW-401, 72-INCH DIA.	EA	6
6.05	MANHOLE, SW-401, 72-INCH DIA.	EA	2
6.06	INTAKE, SW-502, CIRCULAR SINGLE GRATE INTAKE (8FT)	EA	3
6.07	INTAKE, SW-503, SINGLE GRATE INTAKE	EA	2
6.08	INTAKE, SW-505, DOUBLE GRATE INTAKE	EA	15
6.09	INTAKE, SW-509, DOUBLE GRATE INTAKE	EA	7
6.10	INTAKE, SW-509, MODIFIED DOUBLE GRATE INTAKE	EA	12
6.11	INTAKE RECTANGULAR AREA INTAKE (4' X 4')	EA	1
6.12	INTAKE RECTANGULAR AREA INTAKE (4' X 5')	EA	1
6.13	INTAKE, SW-612, CIRCULAR AREA INTAKE, 18-INCH DIA. (S17, S514)	EA	2
6.14	INTAKE, SW-613, OPEN-SIDED AREA INTAKE (4' X 4')	EA	2
6.15	INTAKE, TEMPORARY RISER	EA	4
6.16	CONNECTION TO EXISTING MANHOLE	EA	3
STREETS AND RELATED WORK			
7.01	PAVEMENT, PCC, 8-INCH NONREINFORCED	SY	22,433
7.02	PAVEMENT, PCC, 8-INCH REINFORCED	SY	411
7.03	PCC SAMPLES AND TESTING	LS	87
7.04	SIDEWALK, PCC, 6-INCH, NONREINFORCED	SY	1
7.05	DETECTABLE WARNING, CAST-IN-PLACE	SF	424
7.06	SIDEWALK RAMP, PCC, 4-INCH, NONREINFORCED	SF	2,138

ITEM	DESCRIPTION	UNIT	QUANTITY
8.01	PAINTED PAVEMENT MARKINGS, DURABLE	STA	28.7
8.02	GROOVES CUT FOR PAVEMENT MARKINGS	EA	28.7
8.03	GROOVES CUT FOR PAVEMENT MARKINGS	EA	6
8.04	GROOVES CUT FOR PAVEMENT MARKINGS	EA	6
8.05	TRAFFIC SIGN AND POST, 36-IN. X 36-IN. R1-4	EA	6
8.06	TRAFFIC SIGN AND POST, 16-IN. X 16-IN. OMA-2	EA	6
SITE WORK AND LANDSCAPING			
9.01	CONVENTIONAL SEEDING, TYPE 4	AC	83.1
9.02	WATTLIES, STRAW, 3-IN. DIA.	LF	28,068
9.03	WATTLIES, STRAW, 3-IN. DIA.	LF	28,068
9.04	TEMPORARY RECP, TYPE 4	LF	10,388
9.05	SILT FENCE AND DITCH CHECK	LF	10,388
9.06	STABILIZED CONSTRUCTION ENTRANCE	SY	350
9.07	TEMPORARY TURNAROUND	SY	1,253
9.08	EROSION CONTROL MULCHING, HYDRAULIC MULCHING, RPM	AC	188.2
9.09	EROSION CONTROL MULCHING, HYDRAULIC MULCHING, RPM	EA	30
9.10	INLET PROTECTION DEVICE, SURFACE	EA	20
9.11	INLET PROTECTION DEVICE, SURFACE	EA	20
9.12	ARMOR MAT	SY	248
MISCELLANEOUS			
11.01	MOBILIZATION	LS	1
11.02	CONCRETE WASHOUT	LS	1

APPROVED FOR CONSTRUCTION BY THE CITY OF HUXLEY - 06-02-2023

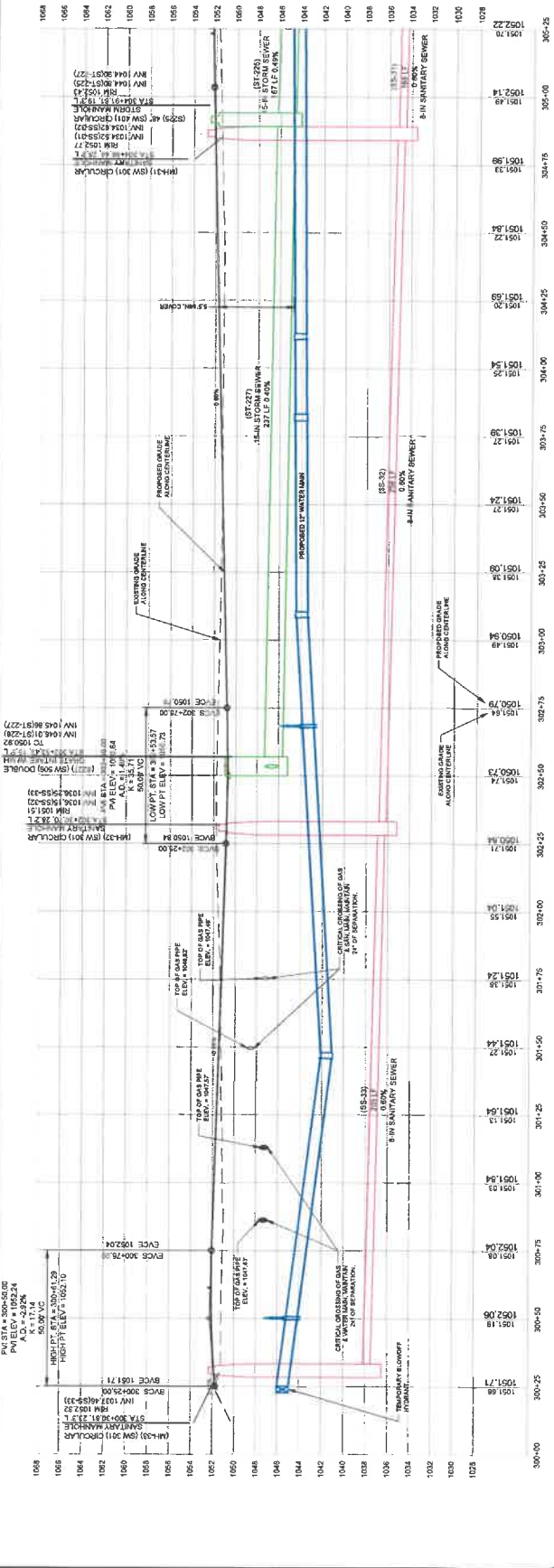
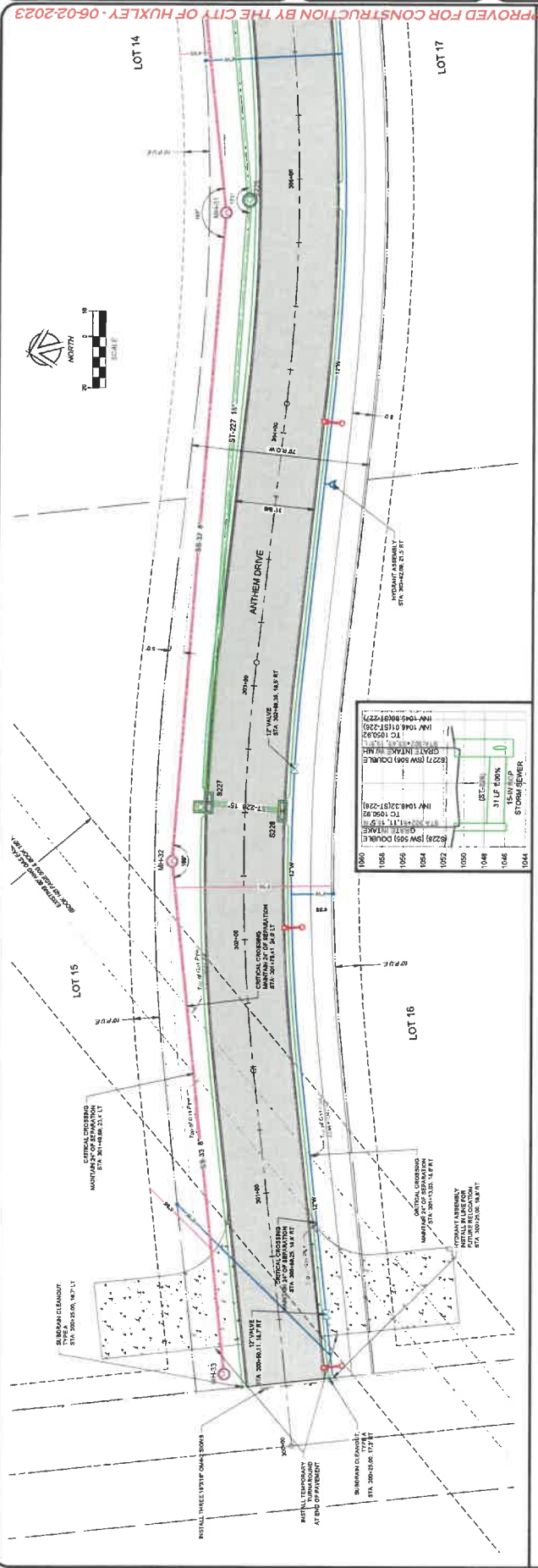
1931 SW MAZAZINE ROAD
ANCONY, IOWA 50021-2555
(515) 965-0122 PHONE • (515) 965-3322 FAX
Civil Engineering • Land Surveying
NILLER ASSOCIATES
Landscape Architecture

1. I, the undersigned, hereby certify that I am a duly licensed Professional Engineer in the State of Iowa, and that I am the author of the design and specifications herein.
2. I am not providing any services to the City of Huxley, Iowa, in connection with this project.
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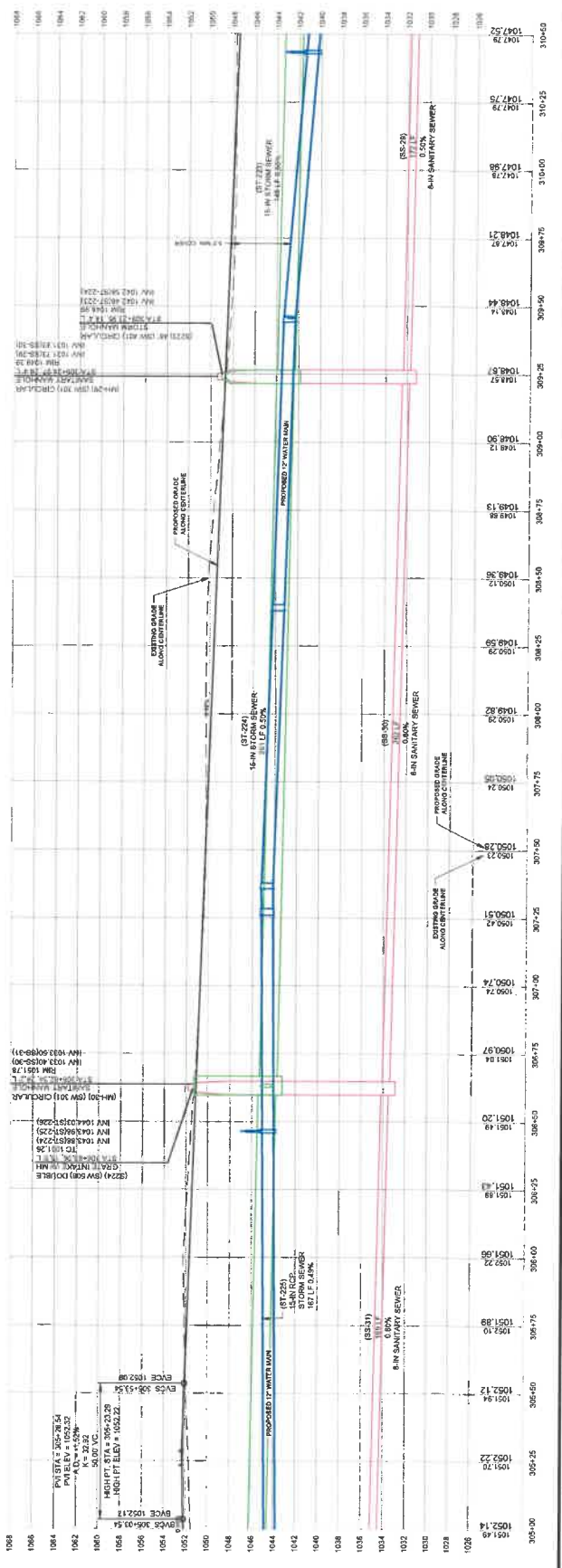


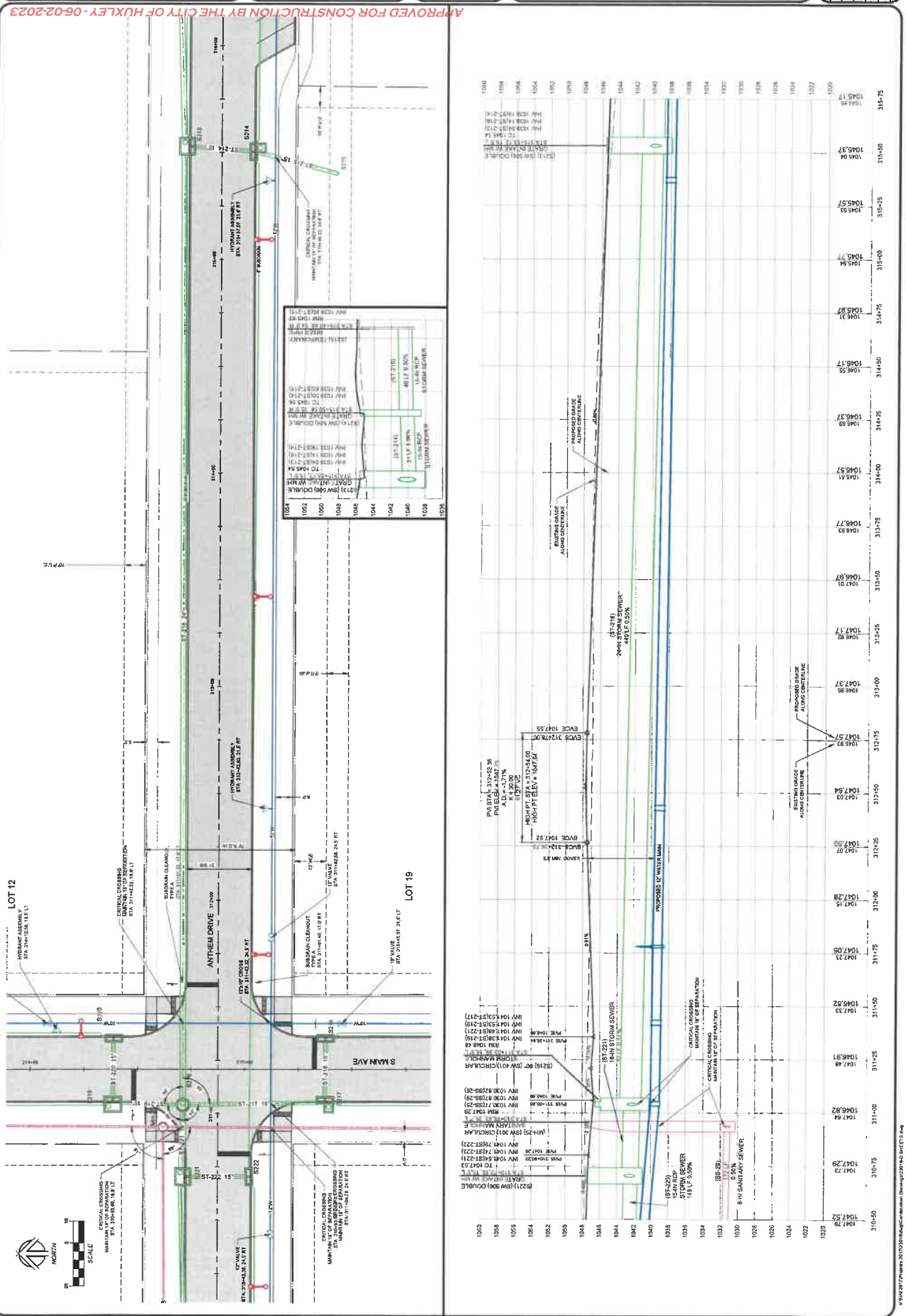
DATE	06/02/2023
BY	ML
CHECKED BY	ML
SCALE	AS SHOWN
PROJECT NO.	2201-09
SHEET NO.	10

ANHEM PLAT 1 HUXLEY DRIVE - ANHEM DRIVE

NOTES: SEE EXHIBIT A FOR THE LOCATION OF THE PROPOSED CONSTRUCTION. THE PROPOSED CONSTRUCTION IS SUBJECT TO THE CITY OF HUXLEY'S REVIEW AND APPROVAL. THE CITY OF HUXLEY RESERVES THE RIGHT TO MODIFY OR CANCEL THE PROJECT AT ANY TIME WITHOUT NOTICE. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROPOSED CONSTRUCTION. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HUXLEY. THE ENGINEER'S DESIGN IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HUXLEY. THE ENGINEER'S DESIGN IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HUXLEY.

1333 SW HAWKINS ROAD
AMENITY, IOWA 50021-2555
CIVIL ENGINEERING - LAND SURVEYING
(515) 965-0123 phone • (515) 965-3322 fax
NILES ASSOCIATES
LANDSCAPE ARCHITECTURE





50' 0" 10'	50'	10'	0'
1000	950	900	850
800	750	700	650
600	550	500	450
400	350	300	250
200	150	100	50
0	0	0	0

ANHEM PLAT 1 PLAN & PROFILE - ANHEM DRIVE

1. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROAD OR TO THE CENTERLINE OF THE LOT, UNLESS OTHERWISE NOTED.

2. THE PROPOSED ROADWAY SHALL BE 30 FEET WIDE AT THE CURB TO CURB.

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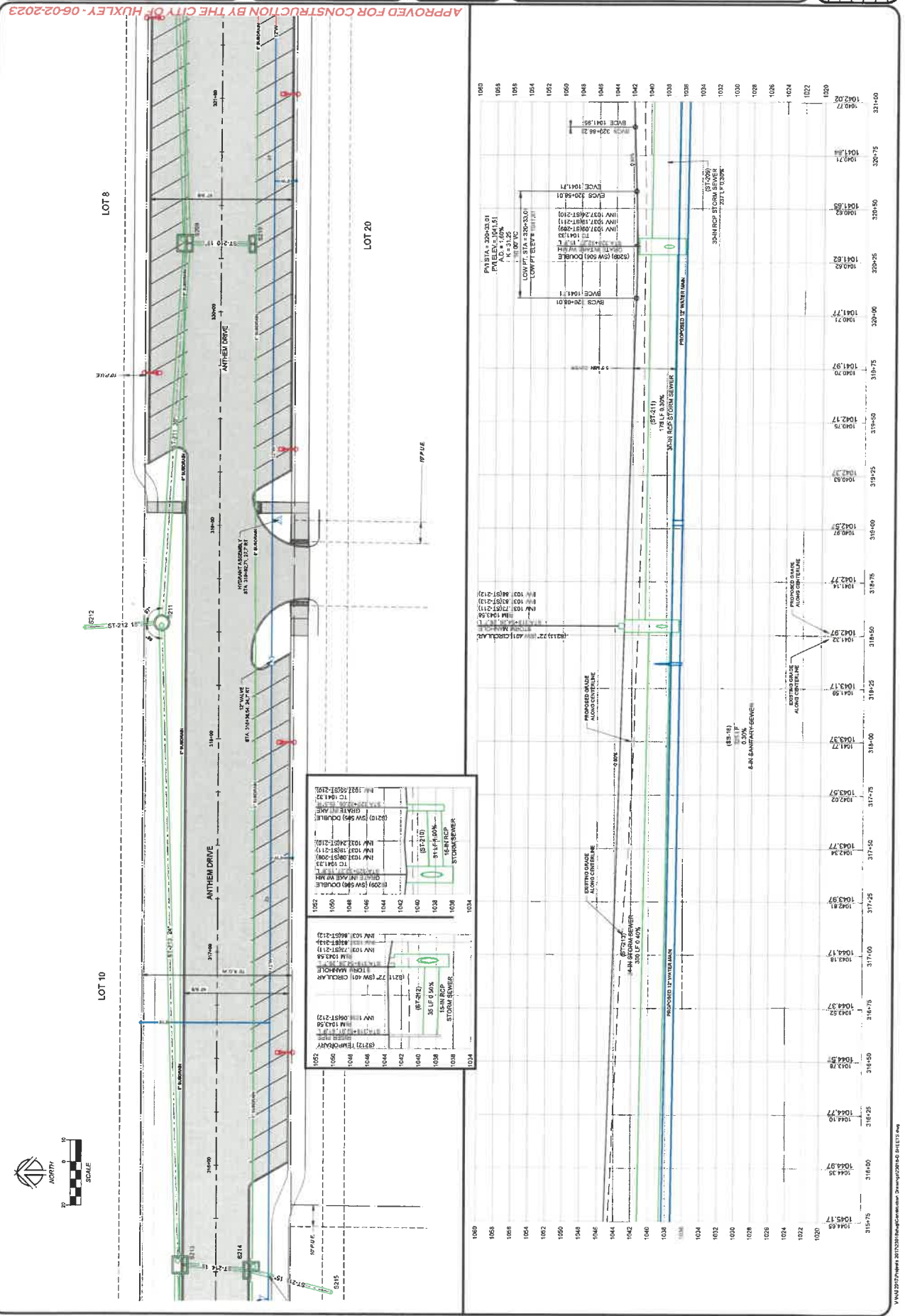
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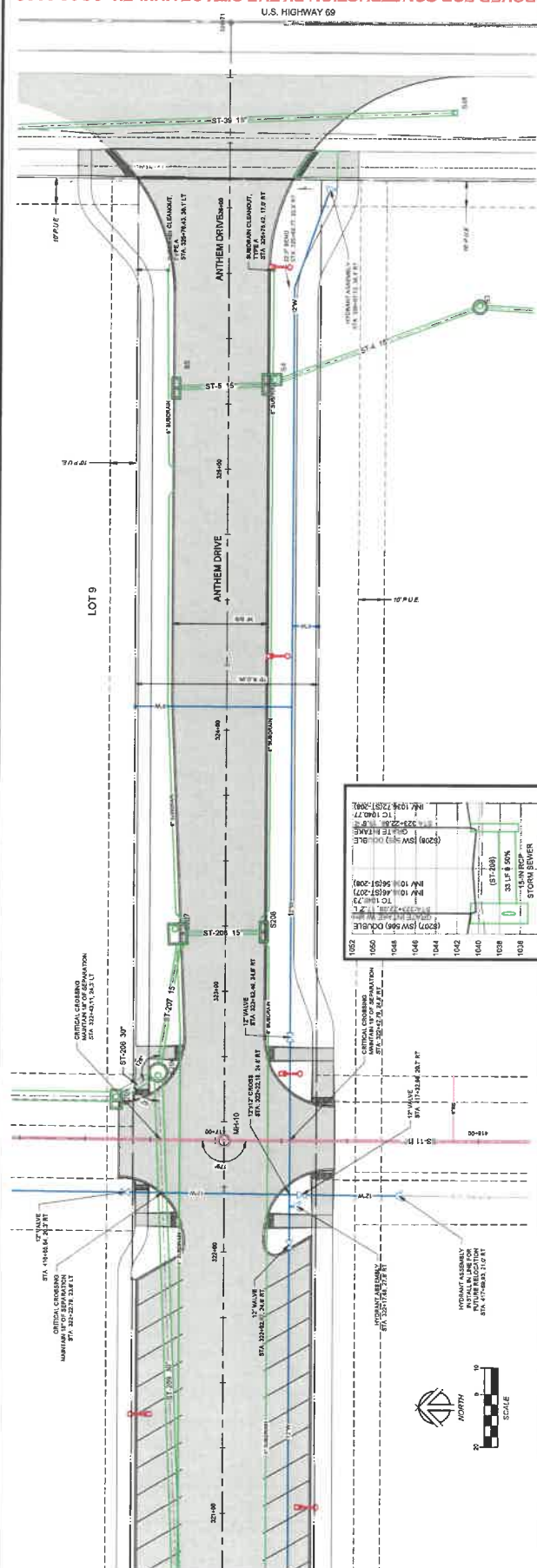
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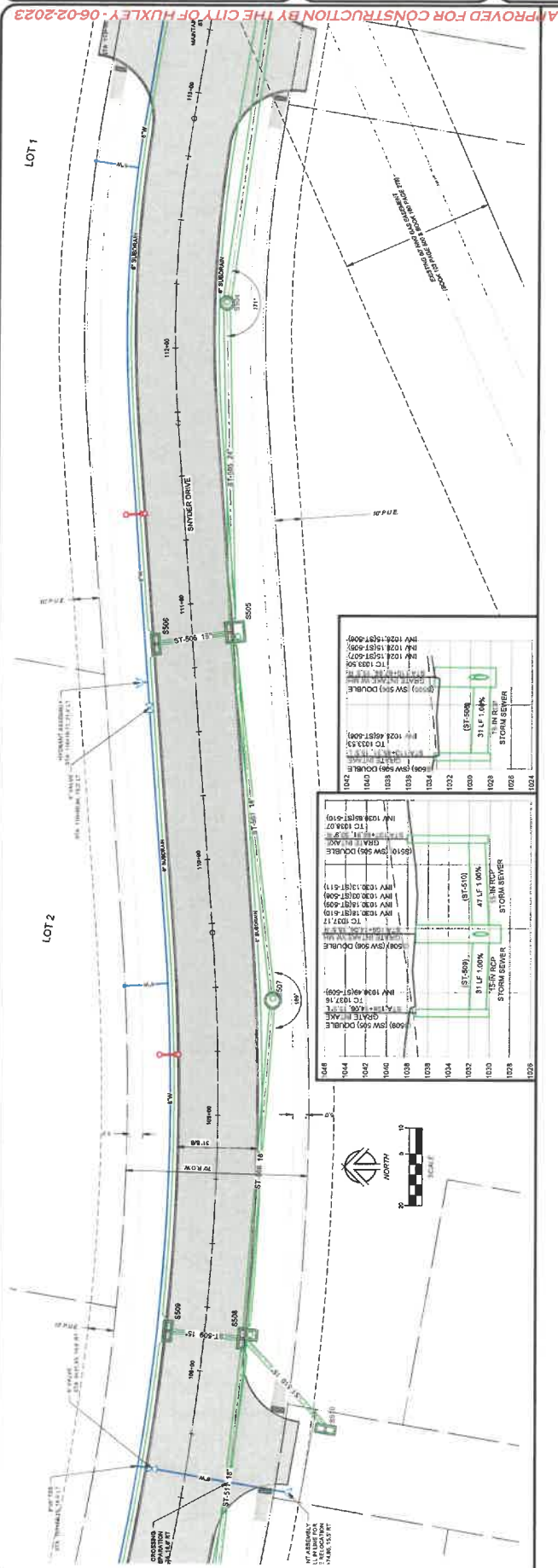
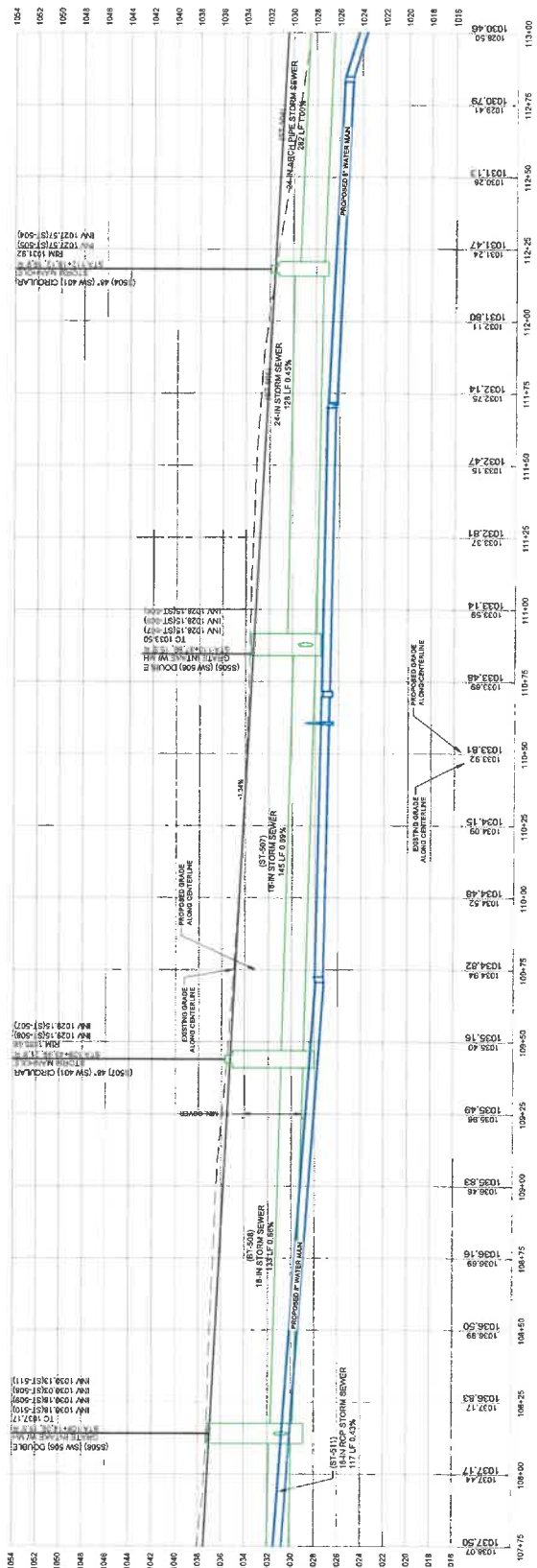
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ANTHEM PLAT 1
MUSLEY, IOWA
PLAN & PROFILE - ANTHEM DRIVE

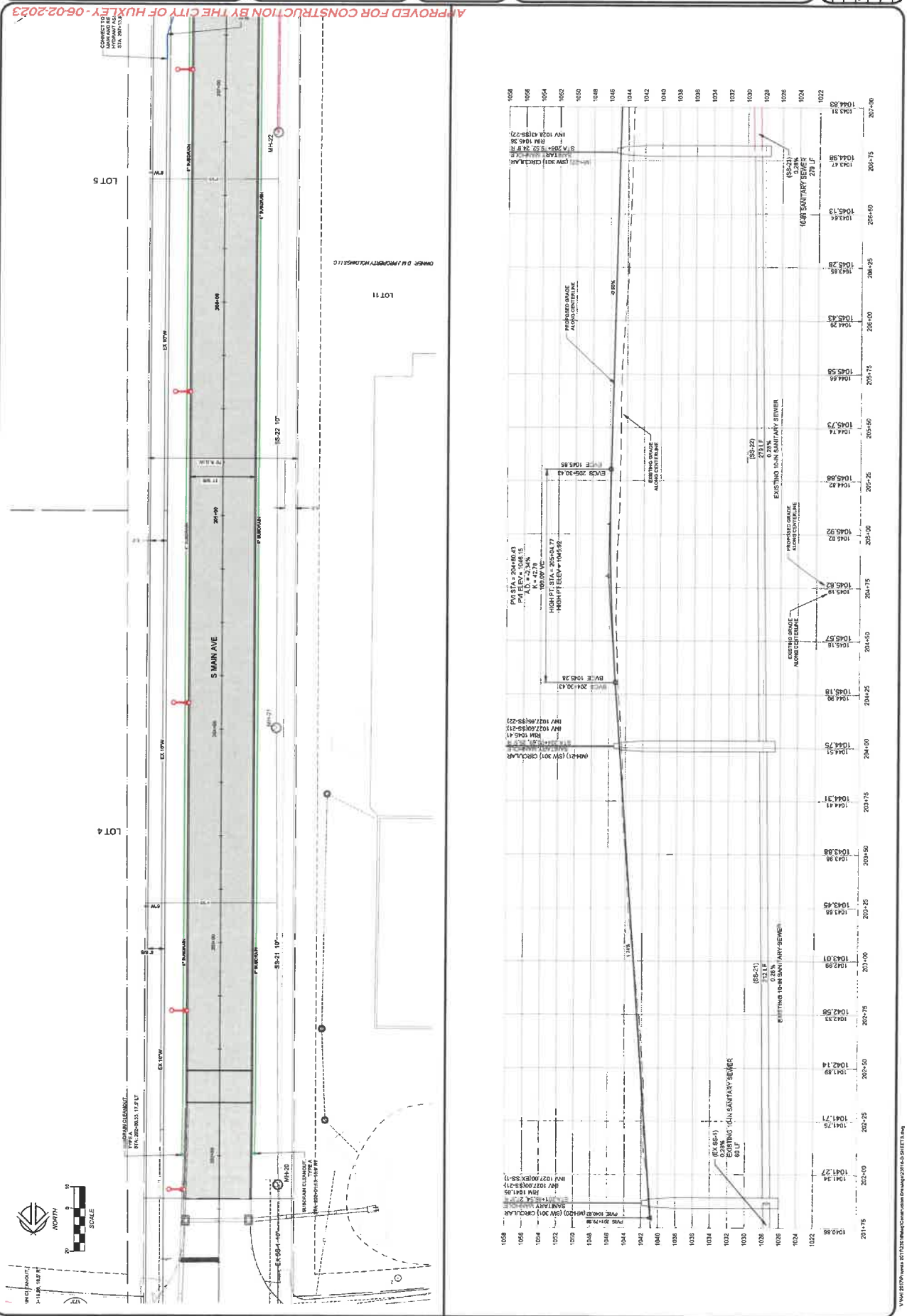




ANHEM PLAT 1
HAYLEY, KOWA
PLAN & PROFILE - MAIN STREET

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75 SUNDAY 12 APRIL 1978 10:40 AM
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224 WEDNESDAY 9 SEPTEMBER 1978 10:40 AM
225 THURSDAY 10 SEPTEMBER 1978 10:40 AM
226 FRIDAY 11 SEPTEMBER 1978 10:40 AM
227 SATURDAY 12 SEPTEMBER 1978 10:40 AM
228 SUNDAY 13 SEPTEMBER 1978 10:40 AM
229 MONDAY 14 SEPTEMBER 1978 10:40 AM
230 TUESDAY 15 SEPTEMBER 1978 10:40 AM
231 WEDNESDAY 16 SEPTEMBER 1978 10:40 AM
232 THURSDAY 17 SEPTEMBER 1978 10:40 AM
233 FRIDAY 18 SEPTEMBER 1978 10:40 AM
234 SATURDAY 19 SEPTEMBER 1978 10:40 AM
235 SUNDAY 20 SEPTEMBER 1978 10:40 AM
236 MONDAY 21 SEPTEMBER 1978 10:40 AM
237 TUESDAY 22 SEPTEMBER 1978 10:40 AM
238 WEDNESDAY 23 SEPTEMBER 1978 10:40 AM
239 THURSDAY 24 SEPTEMBER 1978 10:40

NILDES ASSOCIATES
1933 SW MAGAZINE ROAD
ANKENY, IOWA 50023-2856
(515) 965-0123 phone • (515) 965-3222 fax
Civil Engineering • Land Surveying
Landscape Architecture

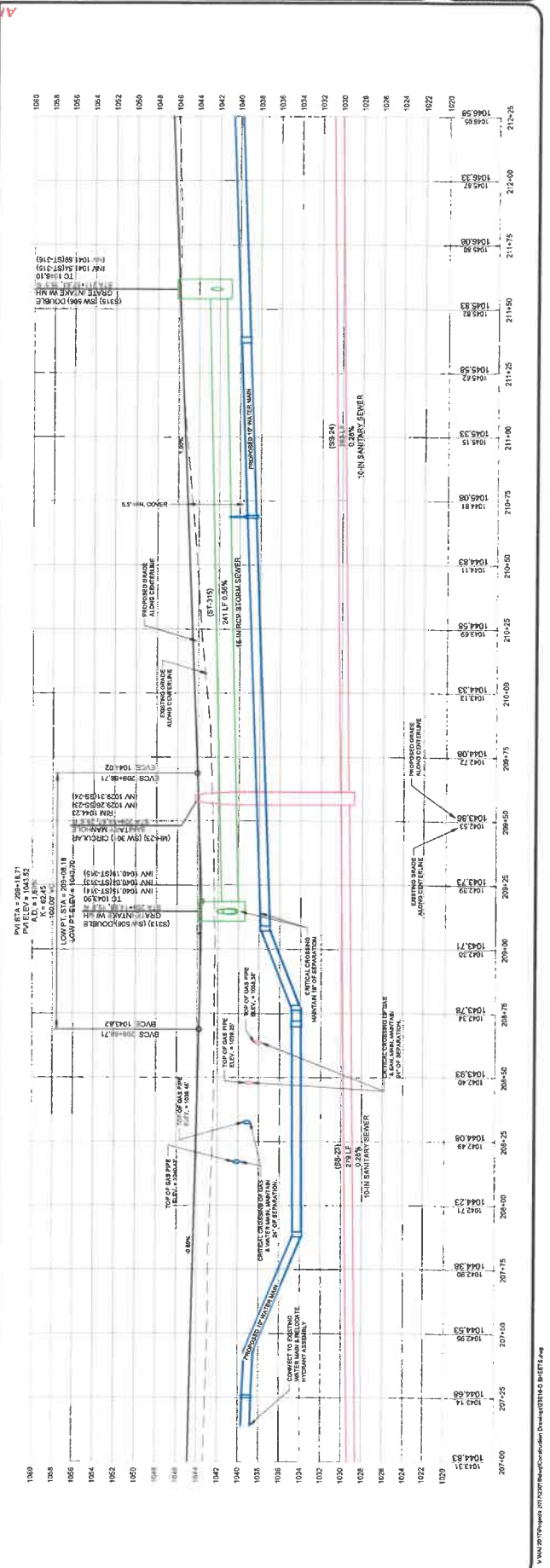
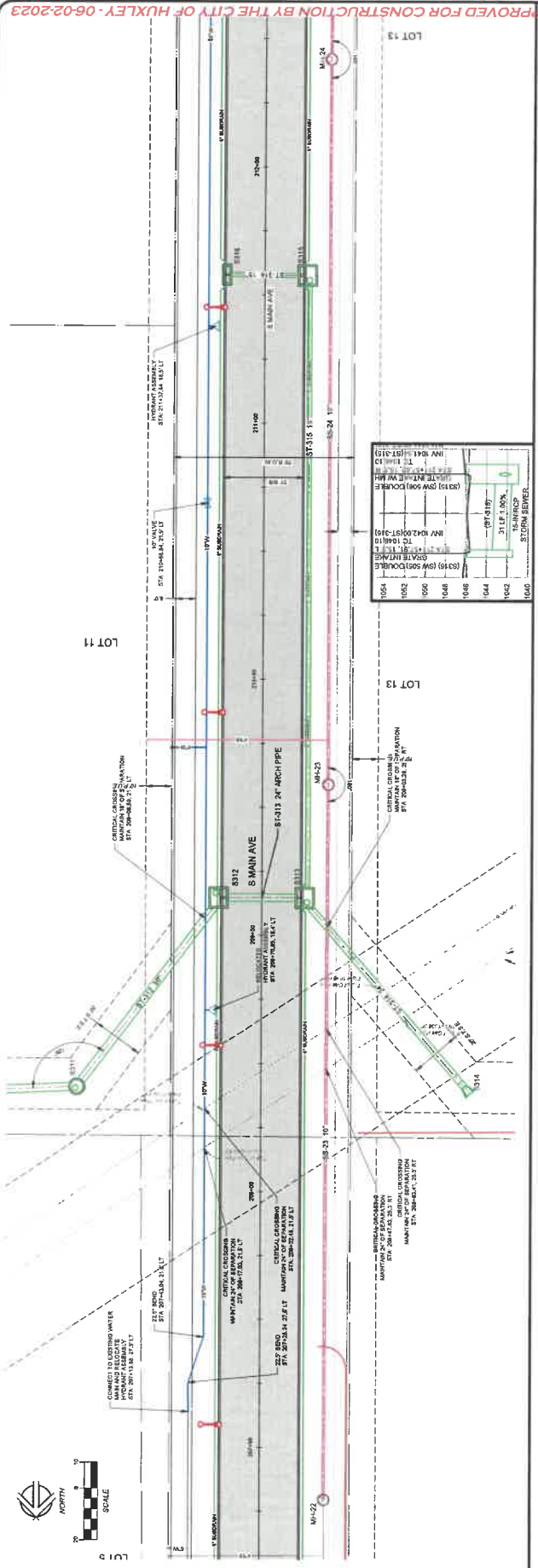


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ANHEM PLAT 1
HUXLEY TOWN
PLAN & PROFILE - MAIN STREET

REVISIONS
1. 06-02-2023 - REVISIONS BY CITY OF HUXLEY COMPLETION
2. 06-02-2023 - REVISIONS BY CITY OF HUXLEY COMPLETION
3. 06-02-2023 - REVISIONS BY CITY OF HUXLEY COMPLETION
4. 06-02-2023 - REVISIONS BY CITY OF HUXLEY COMPLETION
5. 06-02-2023 - REVISIONS BY CITY OF HUXLEY COMPLETION
6. 06-02-2023 - REVISIONS BY CITY OF HUXLEY COMPLETION
7. 06-02-2023 - REVISIONS BY CITY OF HUXLEY COMPLETION
8. 06-02-2023 - REVISIONS BY CITY OF HUXLEY COMPLETION
9. 06-02-2023 - REVISIONS BY CITY OF HUXLEY COMPLETION
10. 06-02-2023 - REVISIONS BY CITY OF HUXLEY COMPLETION

NILES ASSOCIATES
1933 SW MAZDAINE ROAD
ANN ARBOR, MI 48106-1000
(313) 965-0123 (Fax) (313) 965-0122 (Cell)
CHL Engineering Land Surveying
14000 Maplewood Drive
Livestock, Michigan 48150



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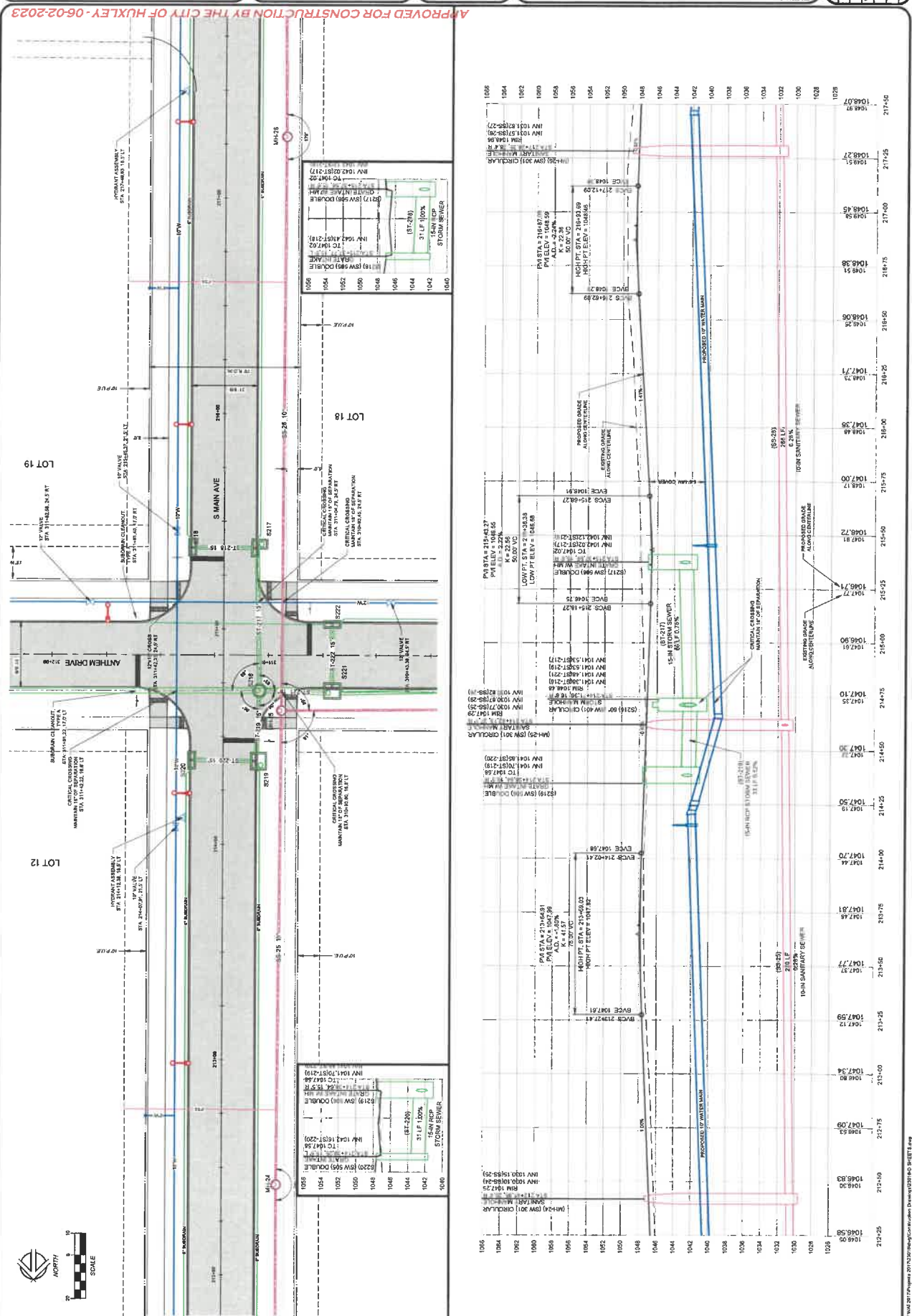
ANTHEM PLAT 1

ANTHEM PLAT 1

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X-axis: HOURS PER WEEK (0 to 100)

Data points: (0, 0), (20, 20), (40, 40), (60, 60), (80, 80), (100, 100)

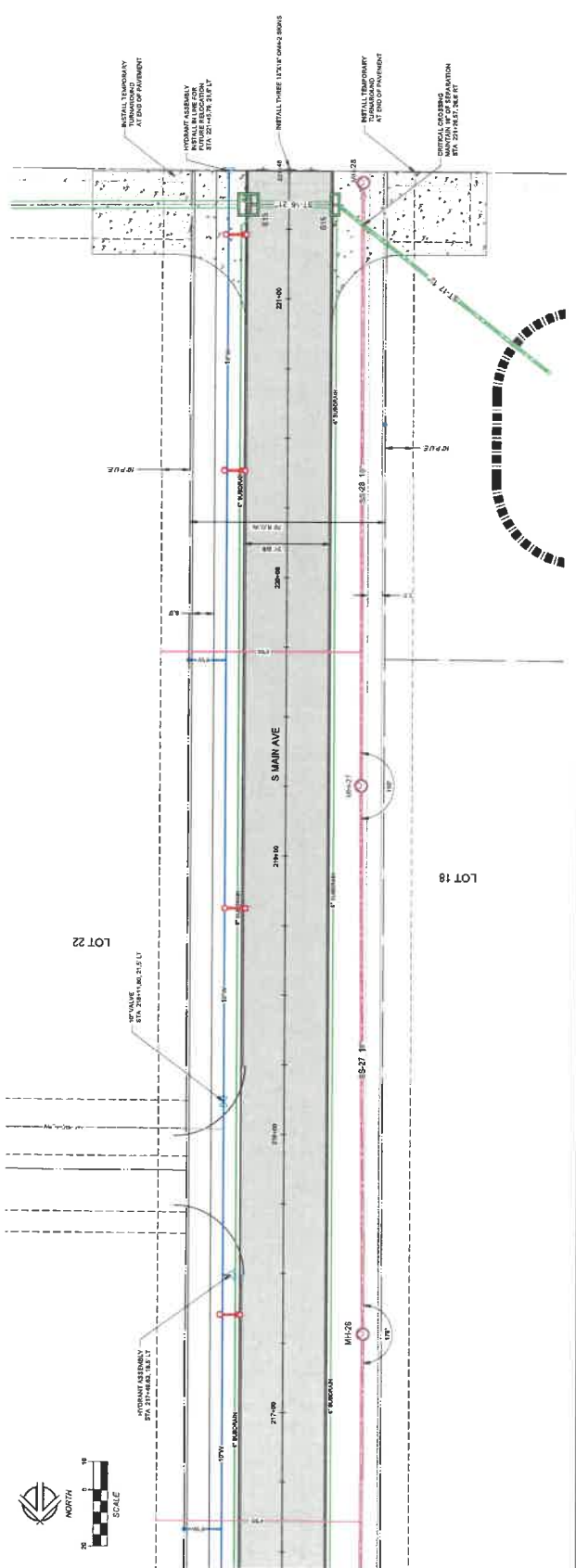
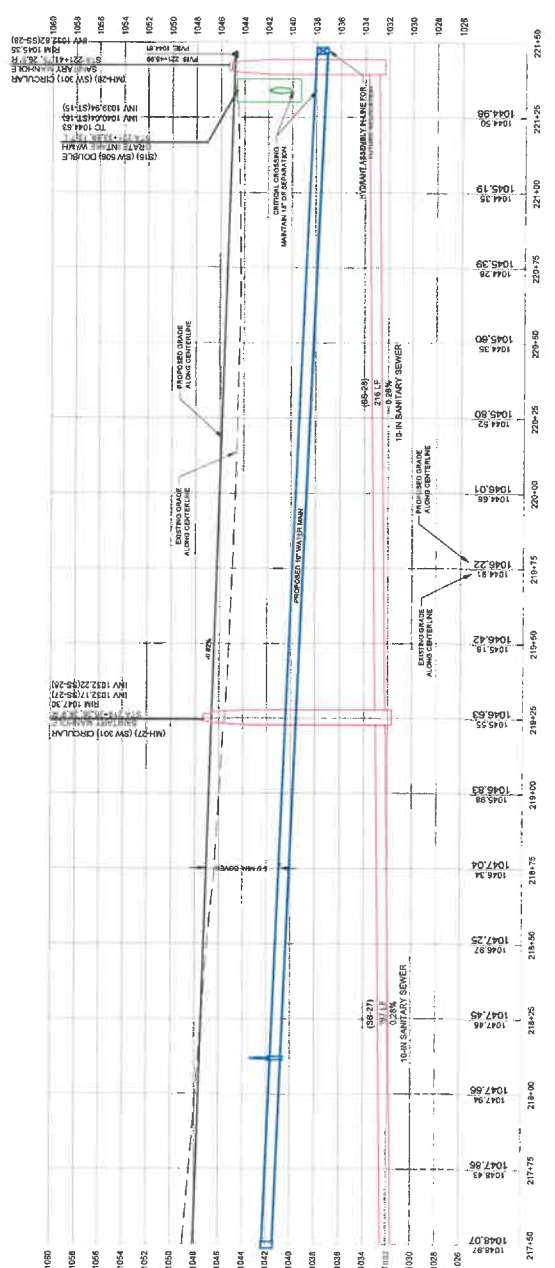


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BY	WJL
CHECKED BY	WJL
SCALE	D:12
SHEET	18
TOTAL SHEETS	55

ANTHEM PLAT 1 HUXLEY PARK PLAN & PROFILE - MAIN STREET

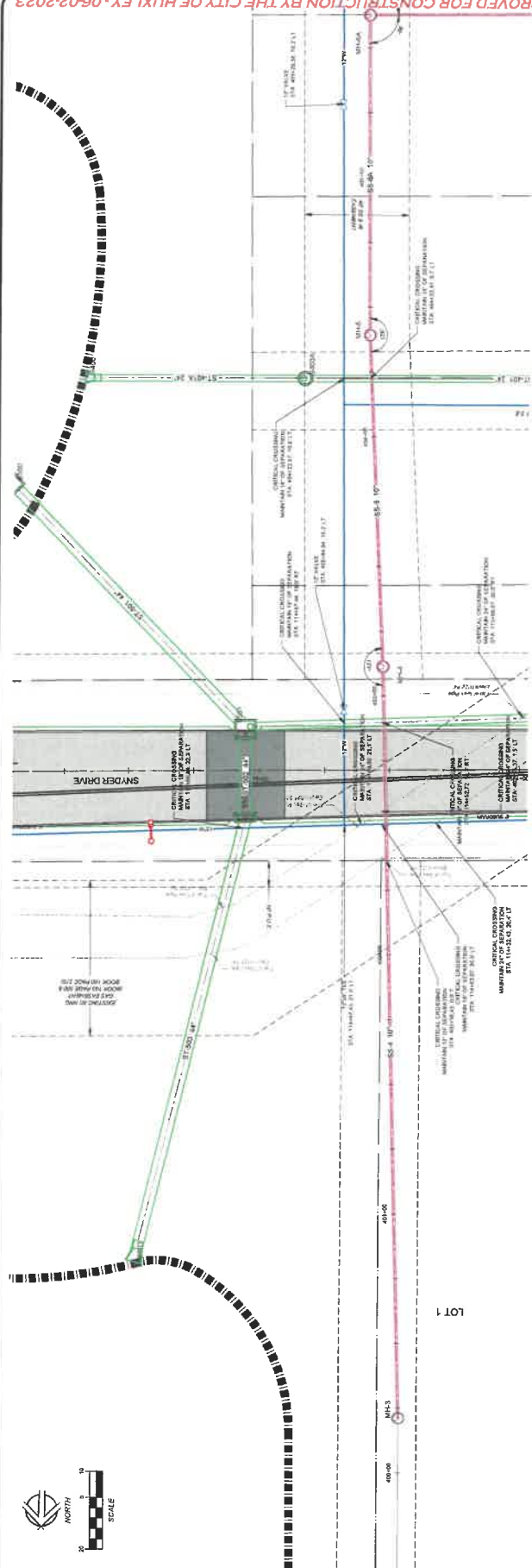
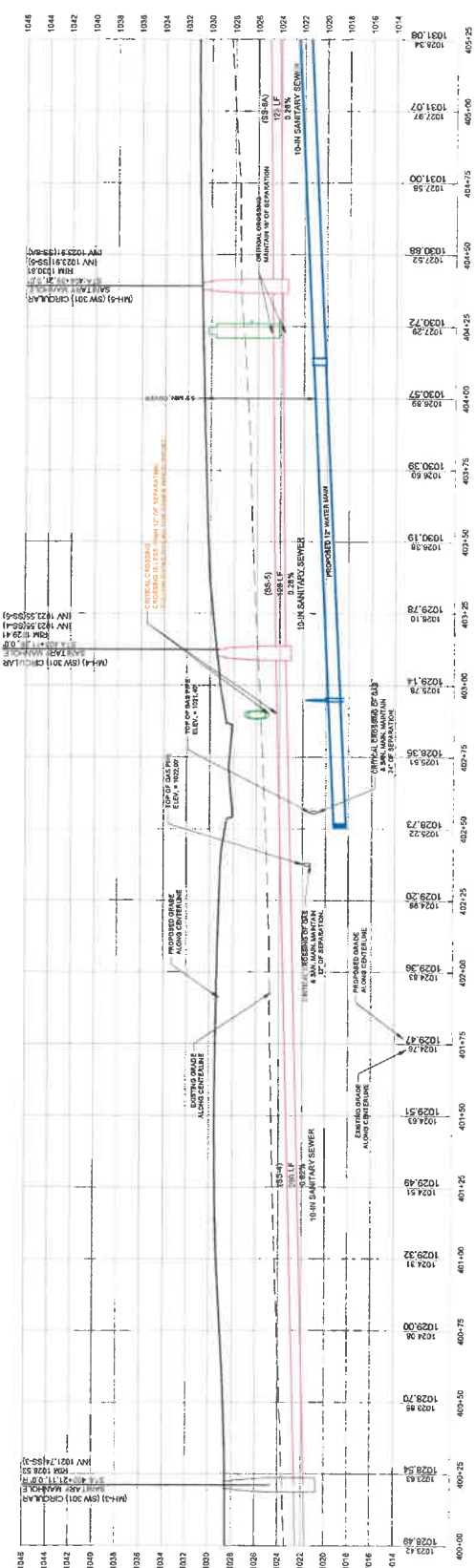
DESIGNED BY: NIELSEN ASSOCIATES, INC.
1333 SW MAGAZINE ROAD
AVENUE, IOWA 50022-2655
(515) 965-0123 phone • (515) 965-3272 fax
LANDSCAPE ARCHITECTURE
CMAA ENGINEERING - LAND SURVEYING

APPROVED FOR CONSTRUCTION BY THE CITY OF HUXLEY - 06-02-2023



ANHEIM PLAT 1
HUSTLEY, JOWAN
PLAN & PROFILE - SANITARY TRUNK SEWER

NILES ASSOCIATES
MINNETONKA, IOWA 50023-2555
1933 SW MAGAZINE ROAD
(515) 965-0123 phone • (515) 965-0322 fax
Civil Engineering - Land Surveying
Landscape Architecture

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30 JUL 2017 04:44:48 20170730100000gVContribution Drawings/20170110-D SHEETS.dwg

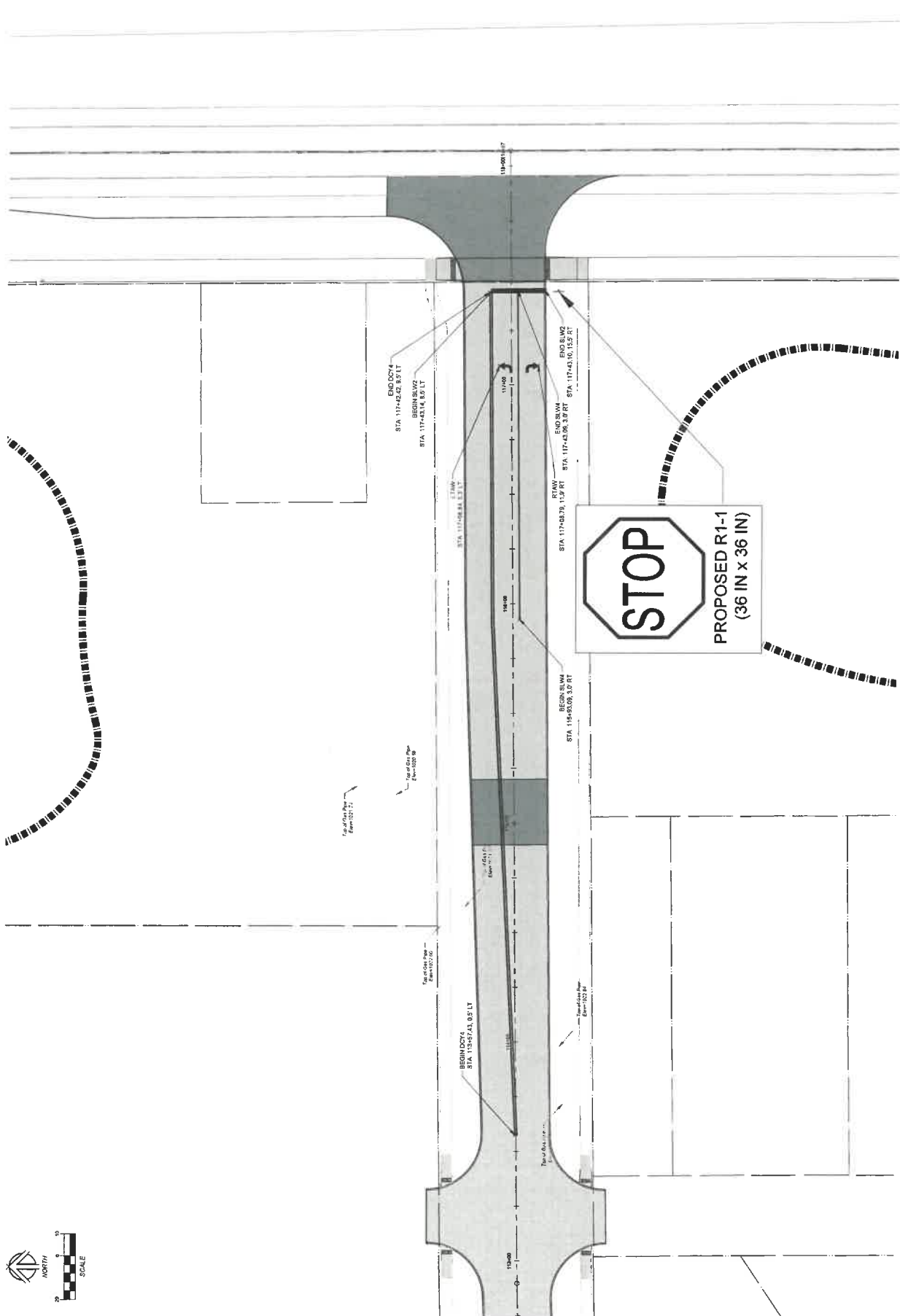
PROJECT NAME: ANTHEM PLAT 1
 DRAWN BY: HALEY JOHNS
 PLAN & PROFILE - SANITARY TRUNK SEWER



ANTHEM PLAT 1
 HEALTH PLAN
 ANTHEM DR STRIPING & SIGNAGE PLAN
 NILES ASSOCIATES
 1933 SW MACADAM ROAD
 JAMISON, WA 98027-5555
 (509) 964-3121 (PH) (509) 964-3222 (FX)
 LINDSEY K. HEDGECOCK
 LINDSEY@NILESASSOCIATES.COM

ANTHEM PLAT 1
MURLEY, IOWA
SNYDER DR STRIPING & SIGNAGE PLAN

1933 SW MAGAZINE ROAD
AMERENT, IOWA 50023-2555
(515) 965-0123 phone • (515) 965-0322 fax
Civil Engineering - Land Surveying
Landscape Architecture



10/2017 Project 201723017 Application Number: Drawings 23015-1 Sheet 1.000

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DATE	05/26/2023
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CHECKED BY	JTN
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9-EE7 TIME	L.03
9-EE7 NET	29 / 55

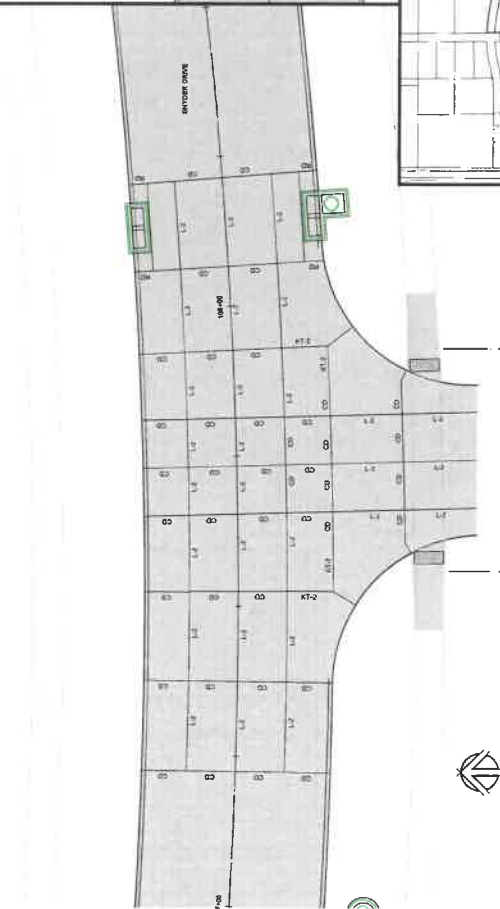
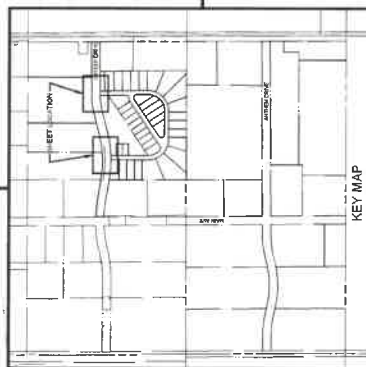
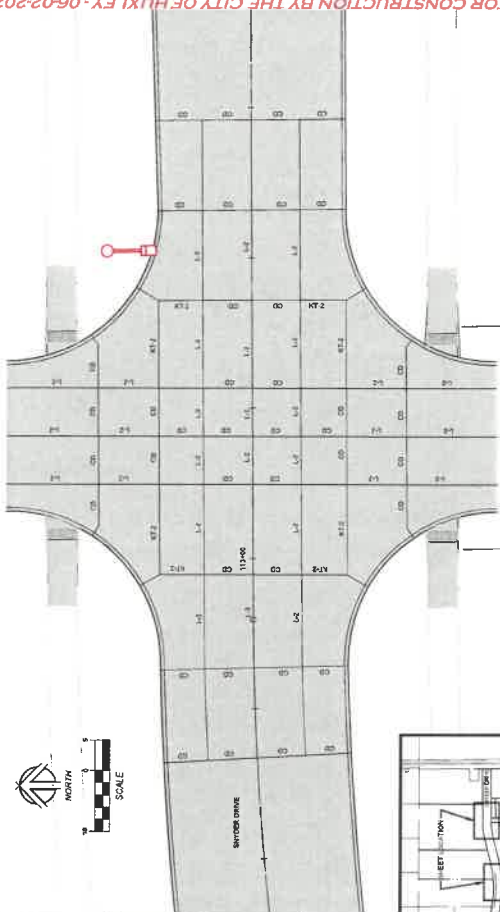
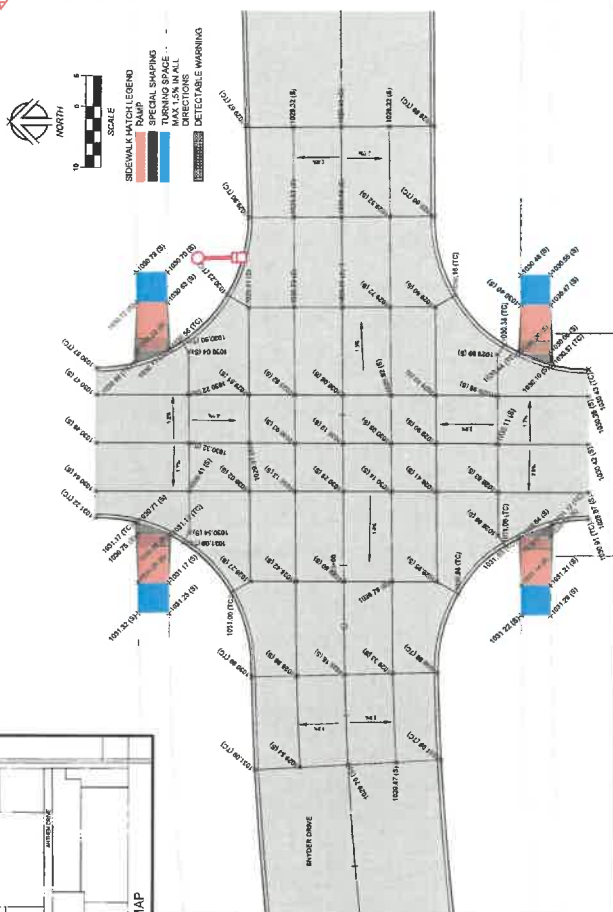
GEOMETRICS AND JOINING

ANTHEM PLAT 1

REVISIONS

1. 981206Z - REVISIONS PER CITY OF HALEY COMMENTS
2. 981207Z - REVISIONS PER CITY OF HALEY COMMENTS
3.
4.
5.
6.

NILES ASSOCIATES
1833 SW MAGAZINE ROAD
ANNETT, IOWA 50023-2555
(515) 965-0123 phone • (515) 965-0322 fax
Civil Engineering • Land Surveying
Landscape Architecture

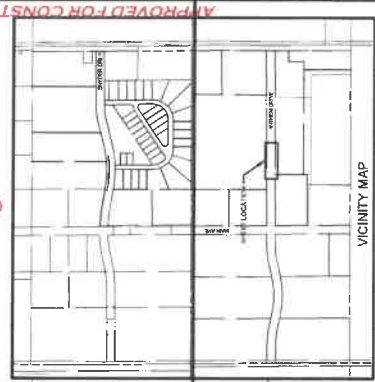
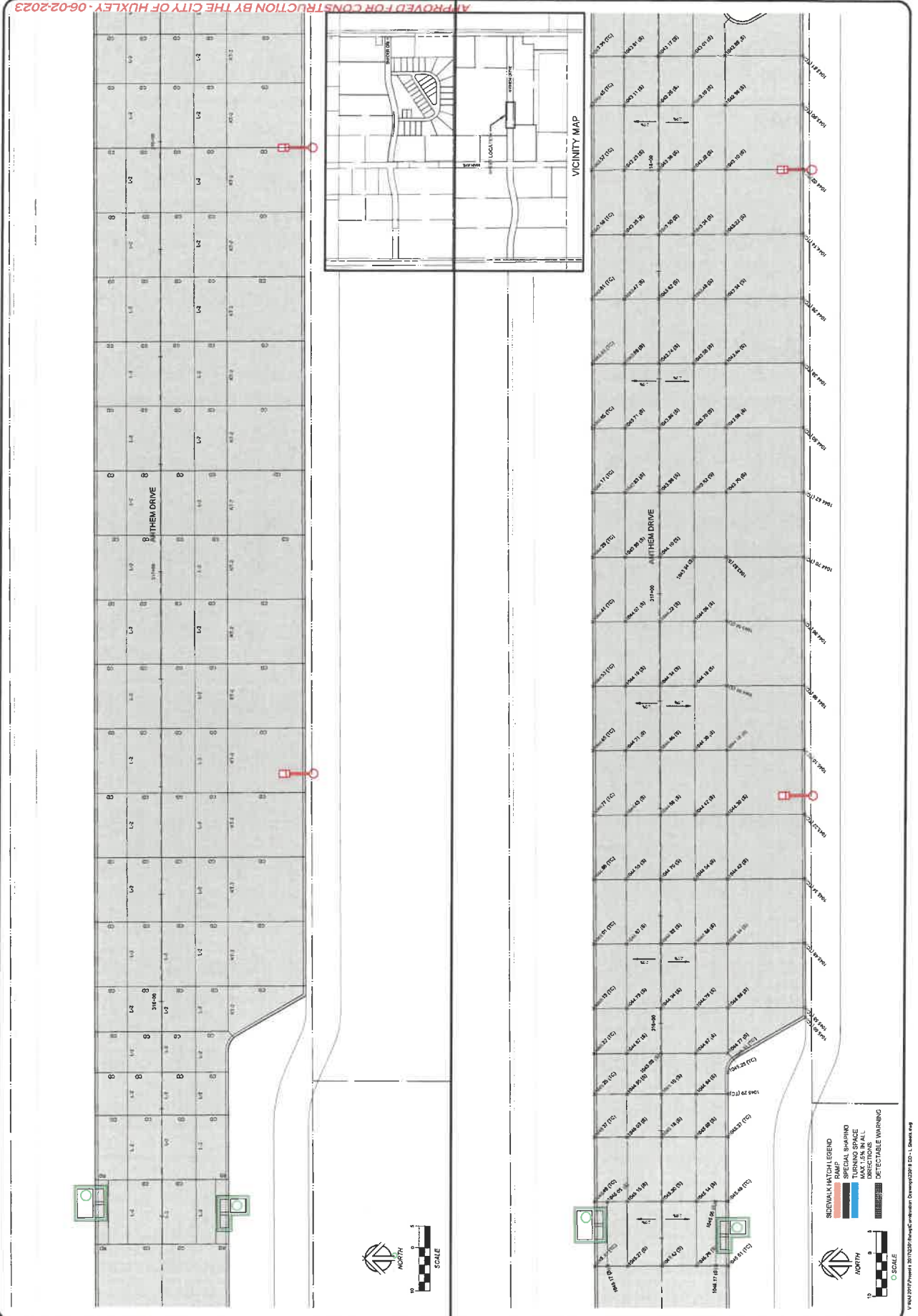


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100	1.04

GEOMETRICS AND JOINING

ANHEM PLAT 1

NILLES ASSOCIATES



SIDEWALK HATCH LEGEND

- RAMP
- TURNING SPACE
- MAX 1.5m IN ALL
- DEFECTABLE WARNING

SCALE

NORTH

SCALE

NORTH

APPROVED FOR CONSTRUCTION BY THE CITY OF HUXLEY - 06-02-2023

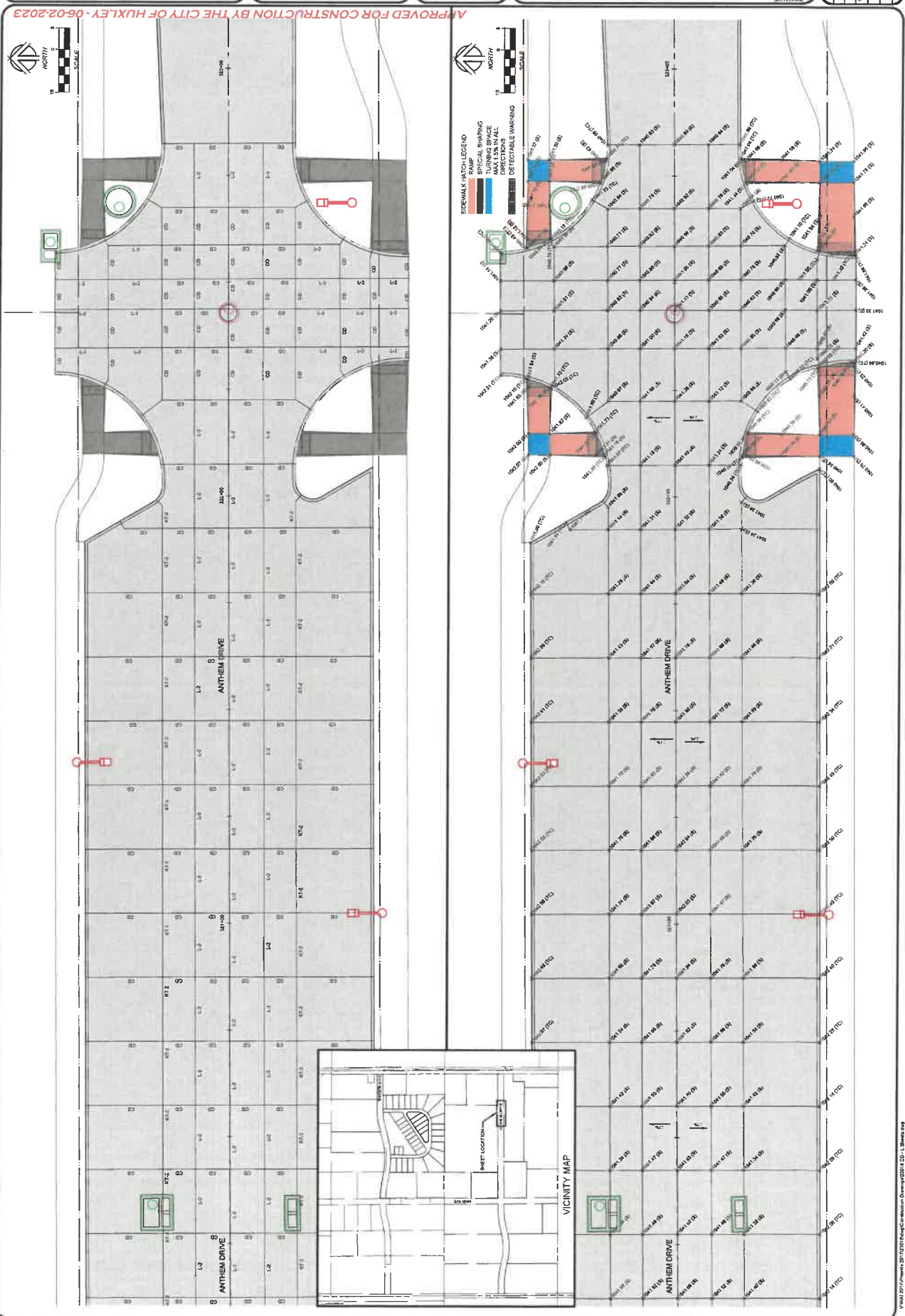
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DATE	04/26/2023
ENGINEER	BLM
CHECKED BY	JTM
SWITCH	22" X 34"
SWITCH	L06
SWITCH	32/55

GEOMETRICS AND JOINING

ANTHEM PLAT 1

REVISIONS

NILLES ASSOCIATES
1933 SW MAGAZINE ROAD
ANN ARBOR, IOWA 50023-2555
(515) 965-0123 phone • (515) 965-3322 fax
Civil Engineering • Land Surveying
Landscape Architecture



RAW NO	23016
DATE	06/29/2023
DRAWN BY	BLM
CHECKED BY	JTN
HEET SIZE	22" X 34"
HEET TITLE	M.01
HEET NO	34/55

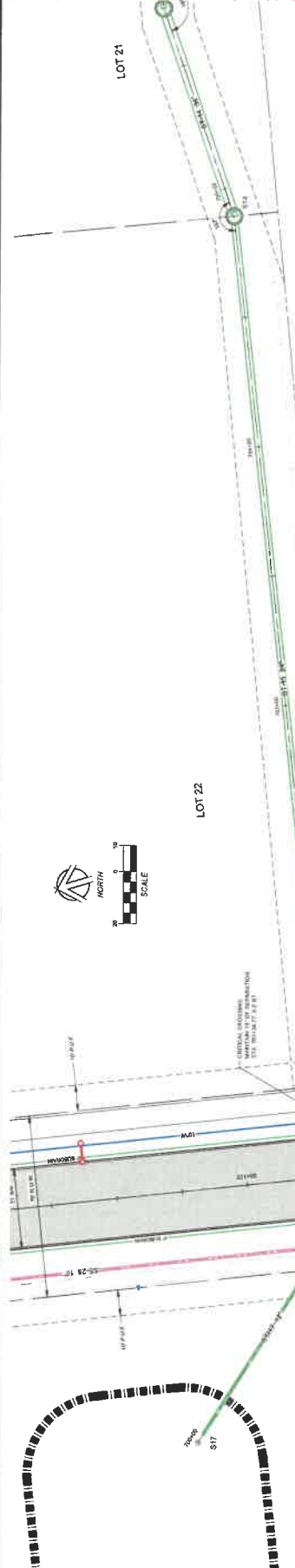
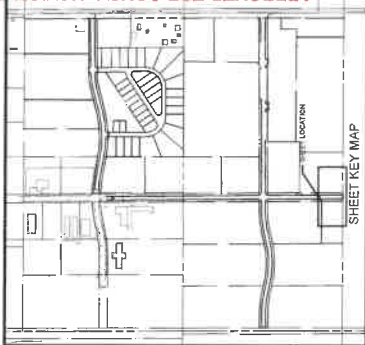
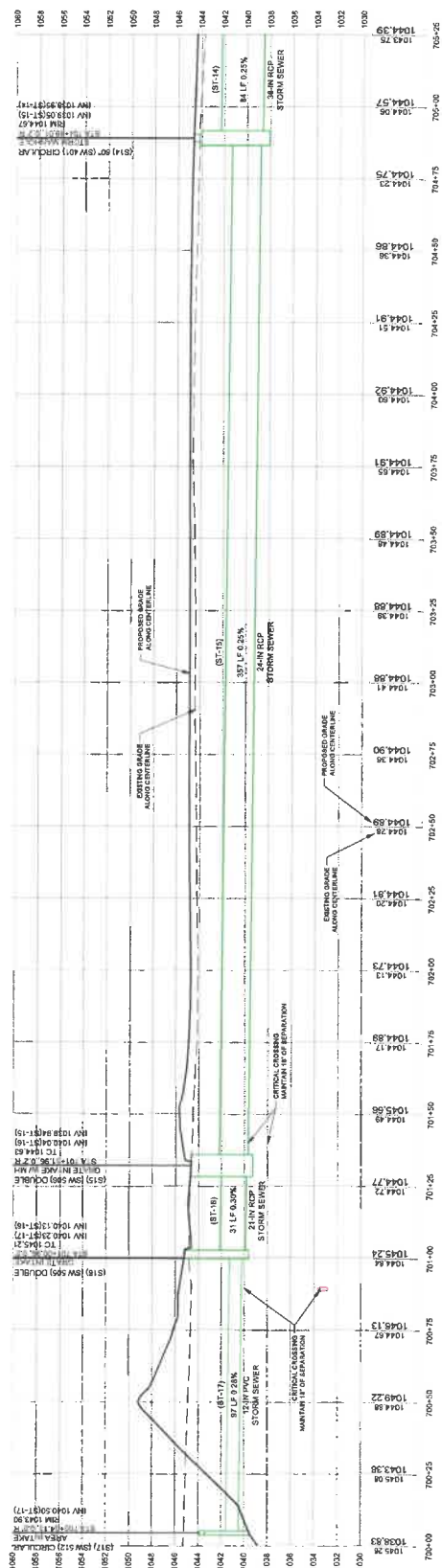
PLAN & PROFILE - STORM SEWER

ANTHEM PLAT 1

23 - REVISIONS PER CITY OF HALL BY COMMENTS

NILES ASSOCIATES

1933 SW MAGAZINE ROAD
ANNENT, IOWA 50023-2556
955-0123 phone - (515) 965-3322 fax
Landscape Architecture
and Engineering - Land Surveying



PLAN & PROFILE - STORM SEWER

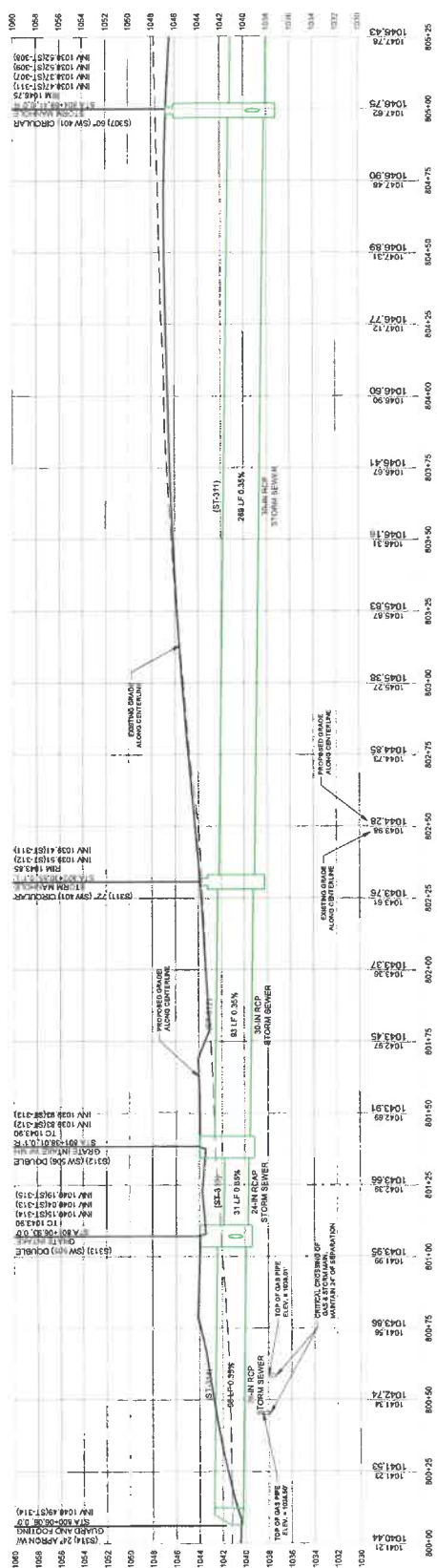
ANTHEM PLAT 1

W

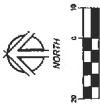
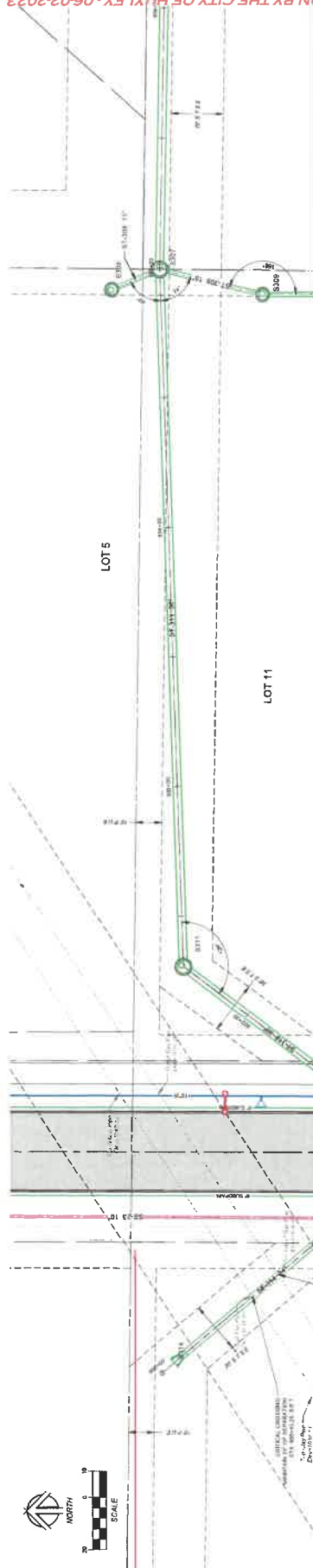
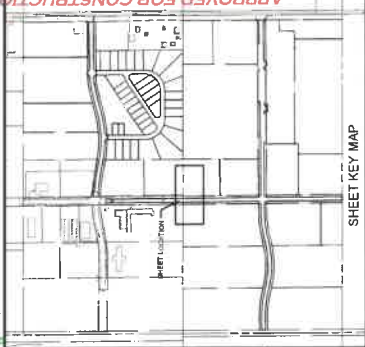
REVISIONS

NILES ASSOCIATES

1933 SW MAGAZINE ROAD
ANKENY, IOWA 50023-2555
965-0123 phone - (515) 965-3322 fax
Civil Engineering • Land Surveying
Landscape Architecture



SHEET KEY MAP

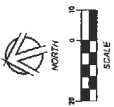
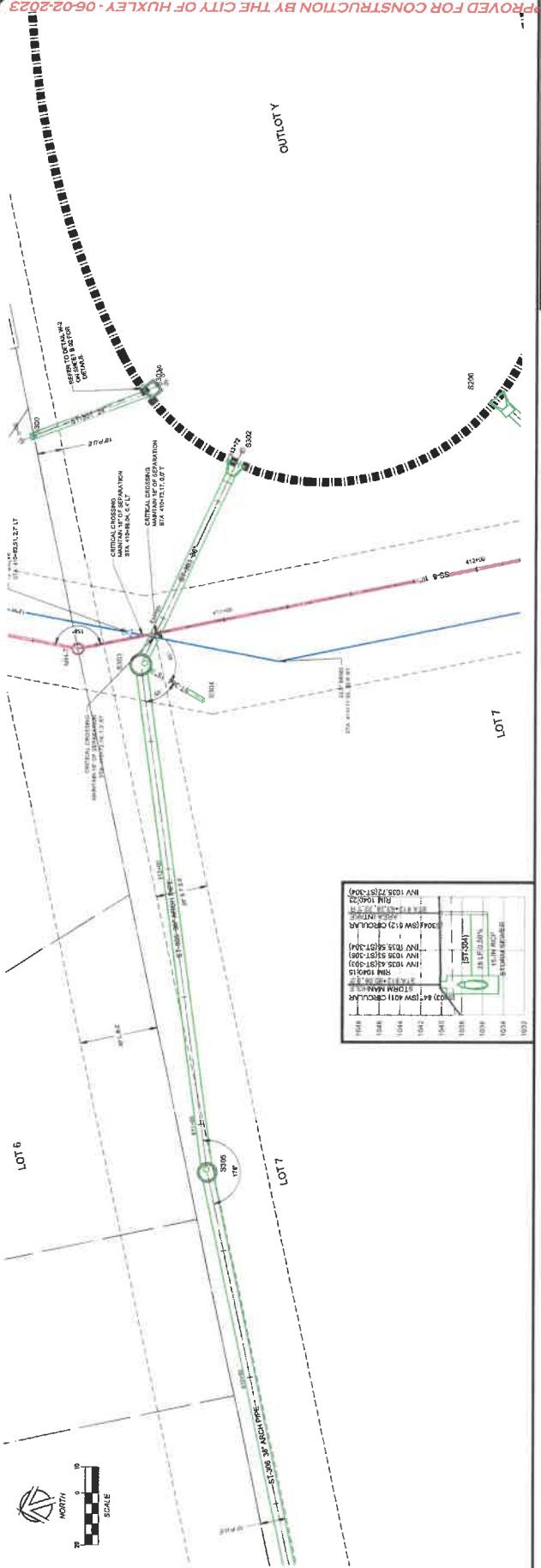
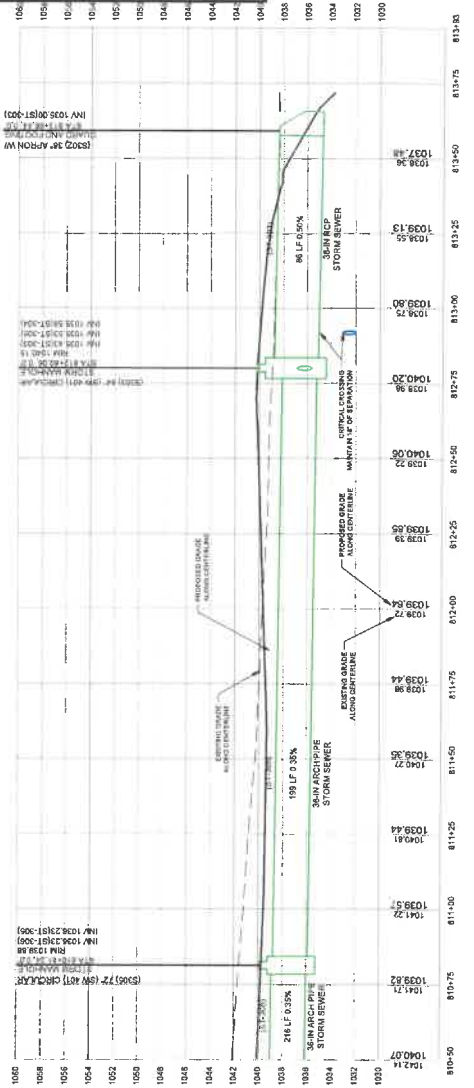
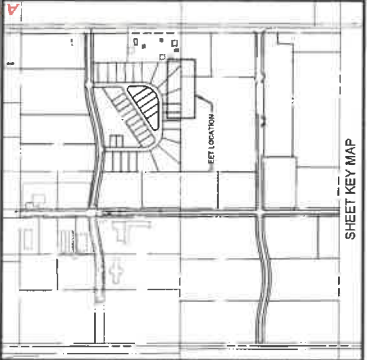


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PLAN & PROFILE - STORM SEWER
 ANTHEM PLAT 1
 PROJECT NAME
 PROJECT NUMBER
 PROJECT LOCATION
 PROJECT DATE

DESIGNED BY: NILES ASSOCIATES
 CHECKED BY: NILES ASSOCIATES
 DATE: 06/02/2023
 PROJECT: ANTHEM PLAT 1
 SHEET: 52/66
 SCALE: 1"=40'

NILES ASSOCIATES
 Civil Engineering - Land Surveying
 1833 SW MANAGING ROAD
 ANKENY, IOWA 50023-2556
 (515) 965-0123 phone - (515) 965-3332 fax
 L. Niles, Architect
 L. Niles, Surveyor

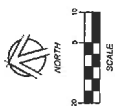
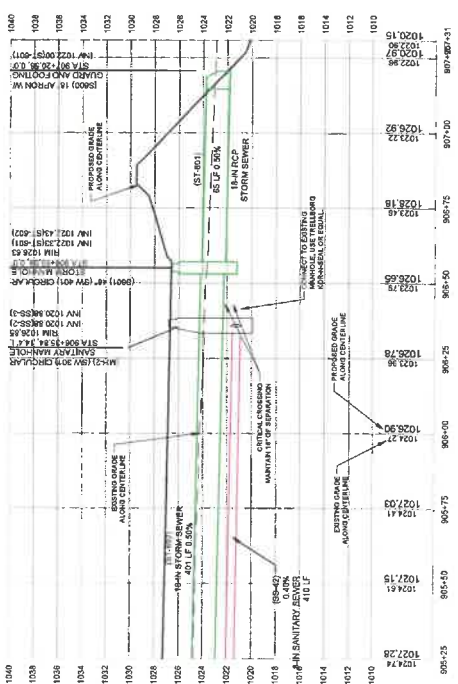


URL: <http://dx.doi.org/10.1177/0950080410383331>

ANTHEM PLAT 1

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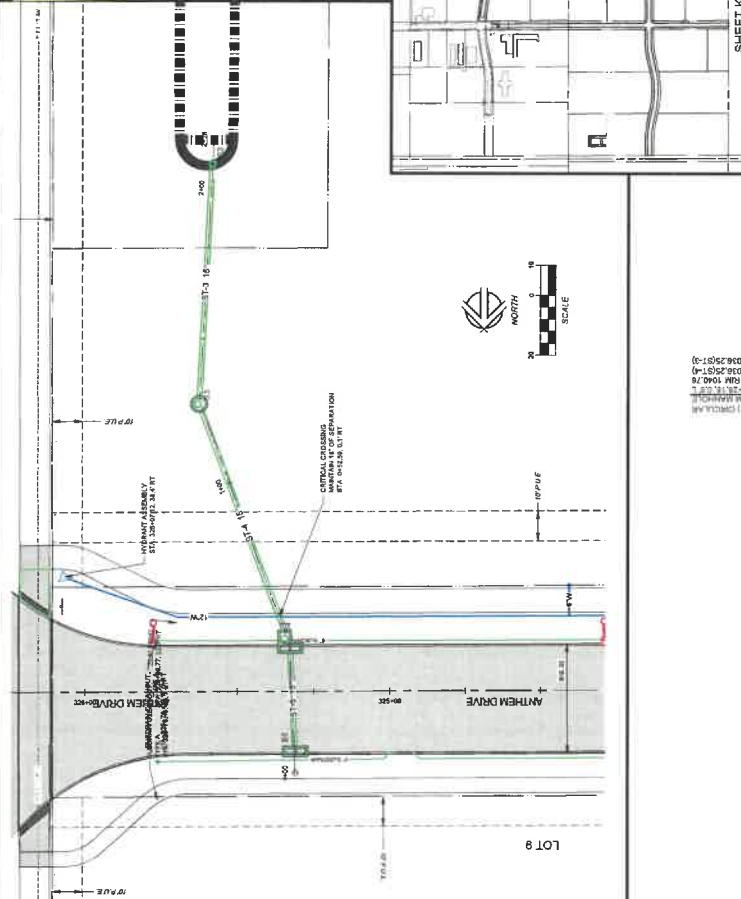
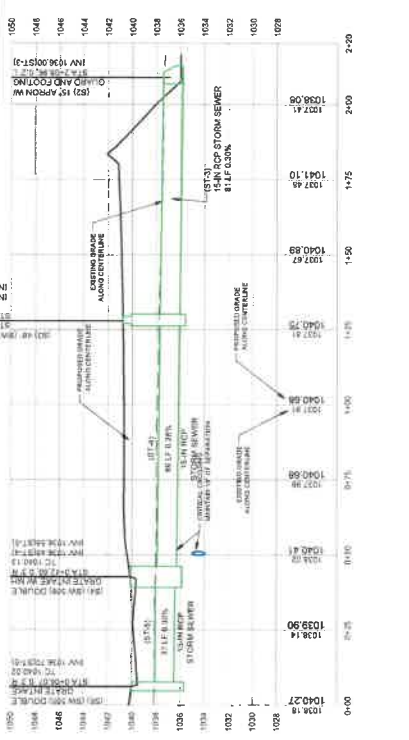
APPROVED FOR CONSTRUCTION BY THE CITY OF HUXLEY - 06-02-2023



ANHEIM PLAT 1
MURLEY, JOHN
PLAN & PROFILE - STORM SEWER

ANTHEM PLAT 1

NILLES ASSOCIATES
1533 SW MAGAZINE ROAD
AMKENY, IOWA 50023-2556
(515) 965-0120 phone • (515) 965-0322 fax
Civil Engineering • Land Surveying
Landscape Architecture

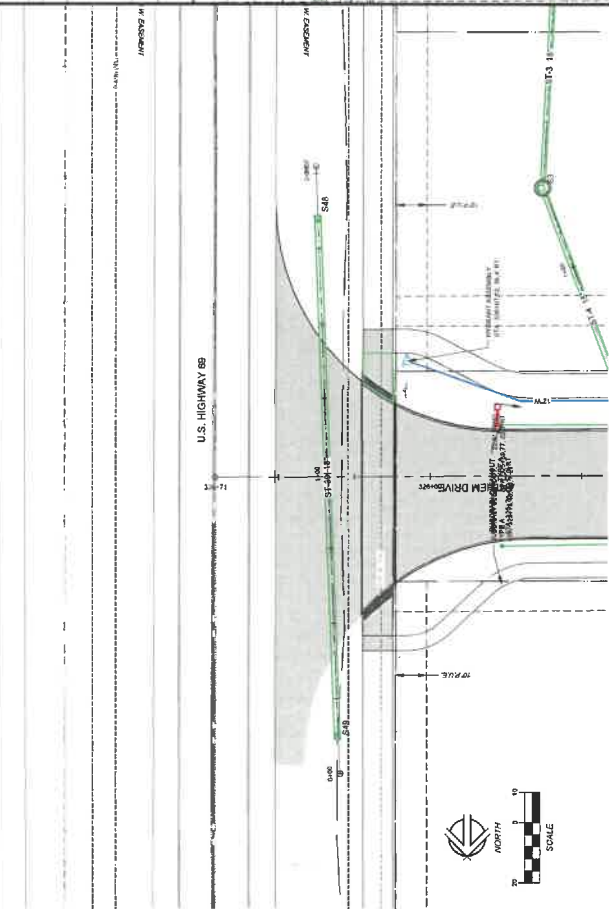
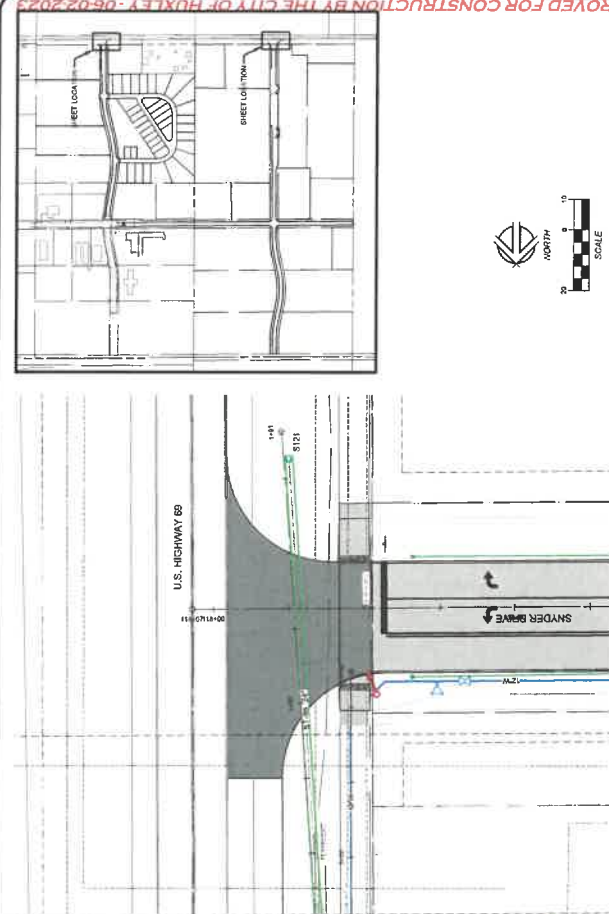
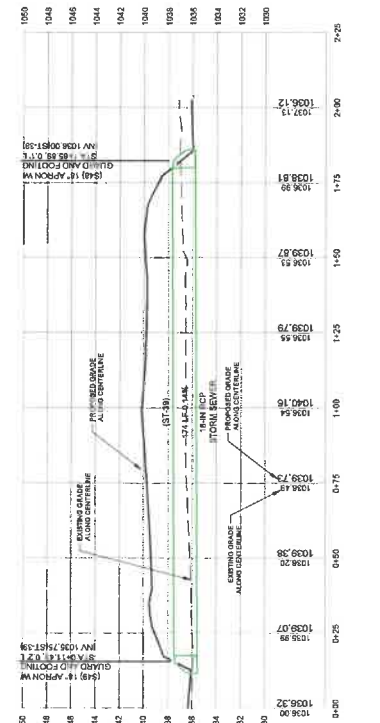
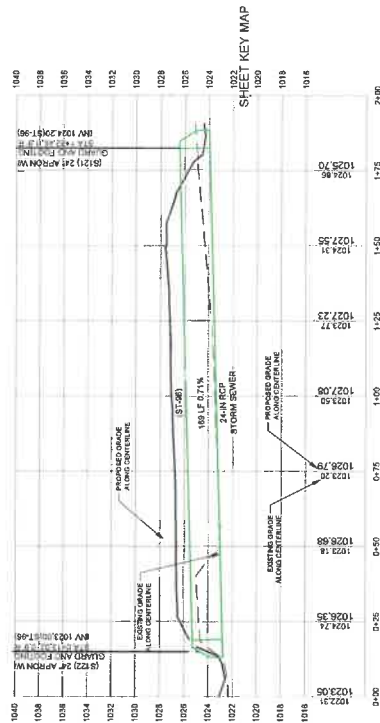


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IN	JTN
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94ET	10.1
94ET	43/55

ANHEIM PLAT 1
HOLLEY, IOWA
PLAN & PROFILE - STORM SEWER

[illegible]

NILLES ASSOCIATES
1933 SW MAGAZINE ROAD
ANN ARBOR, IOWA 50023-2555
(515) 955-0122 Phone • (515) 955-0322 Fax
Civil Engineering • Land Surveying
Landscape Architecture



ITEM NO	23016
DATE	05/29/2023
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DESTROYED BY	JTN
SHEET NO	22 X 34
SHEET TITLE	M.13
SHEET NO	45/55

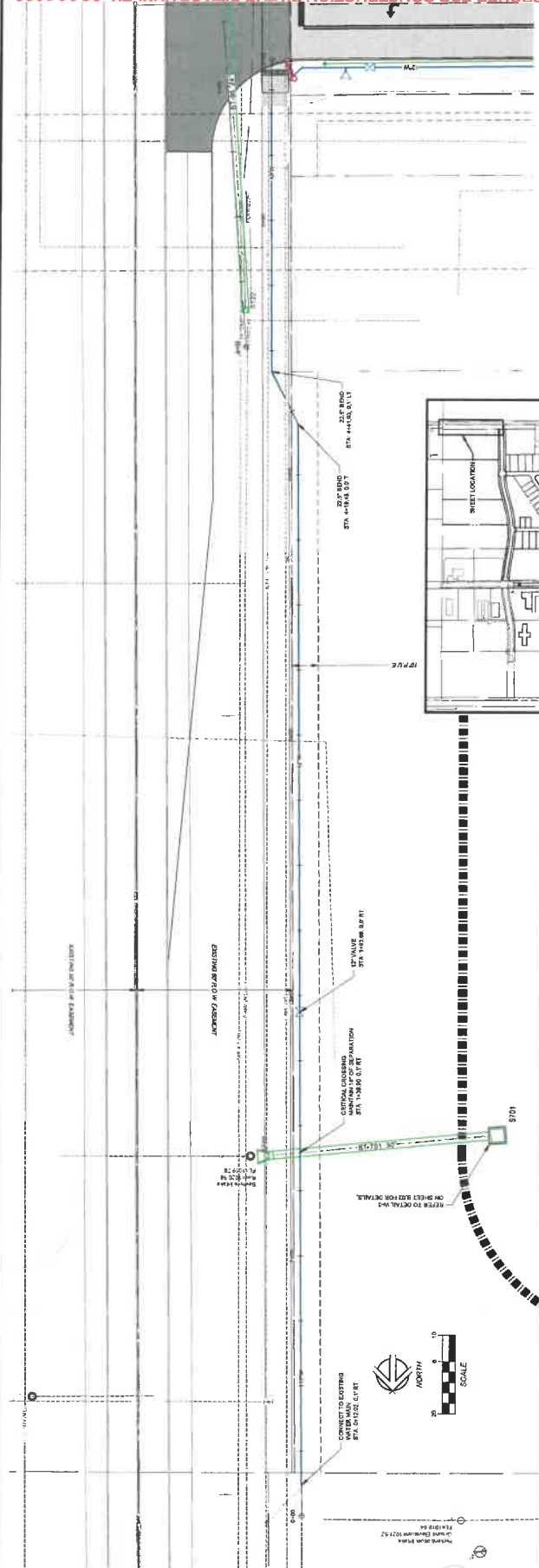
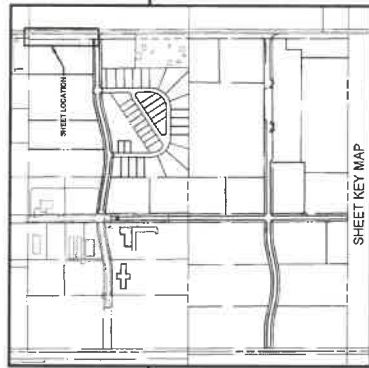
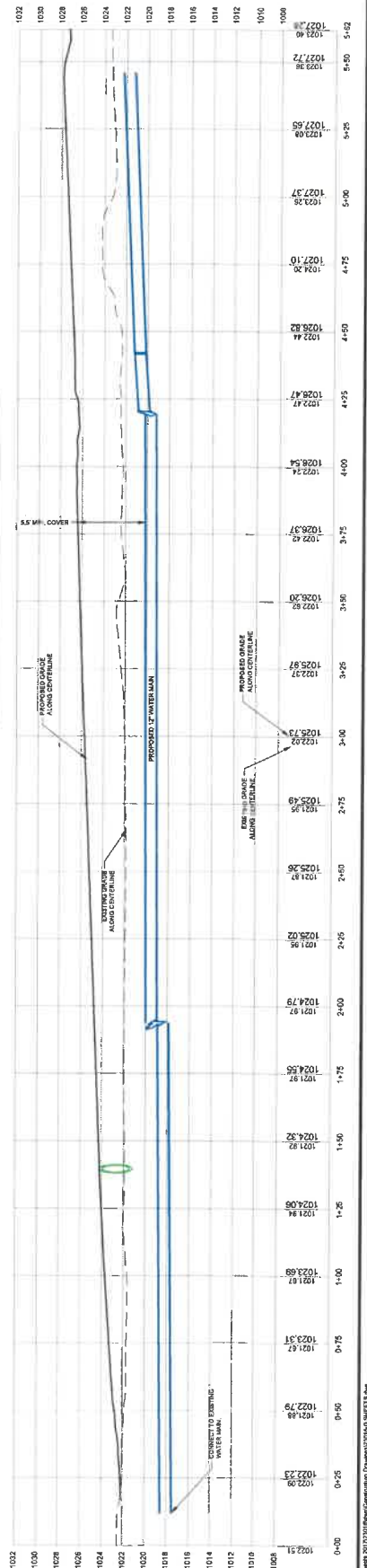
PLAN & PROFILE - WATER MAIN

ANTHEM PLAT 1

REVISIONS

NILES ASSOCIATES

1838 SW MAGAZINE ROAD
ANKENY, IOWA 50023-2555
65-0123 phone - (515) 865-3322 fax
Landscape Architecture
Landscape Architecture



APPROVED FOR CONSTRUCTION BY THE CITY OF HUXLEY - 06-02-2023



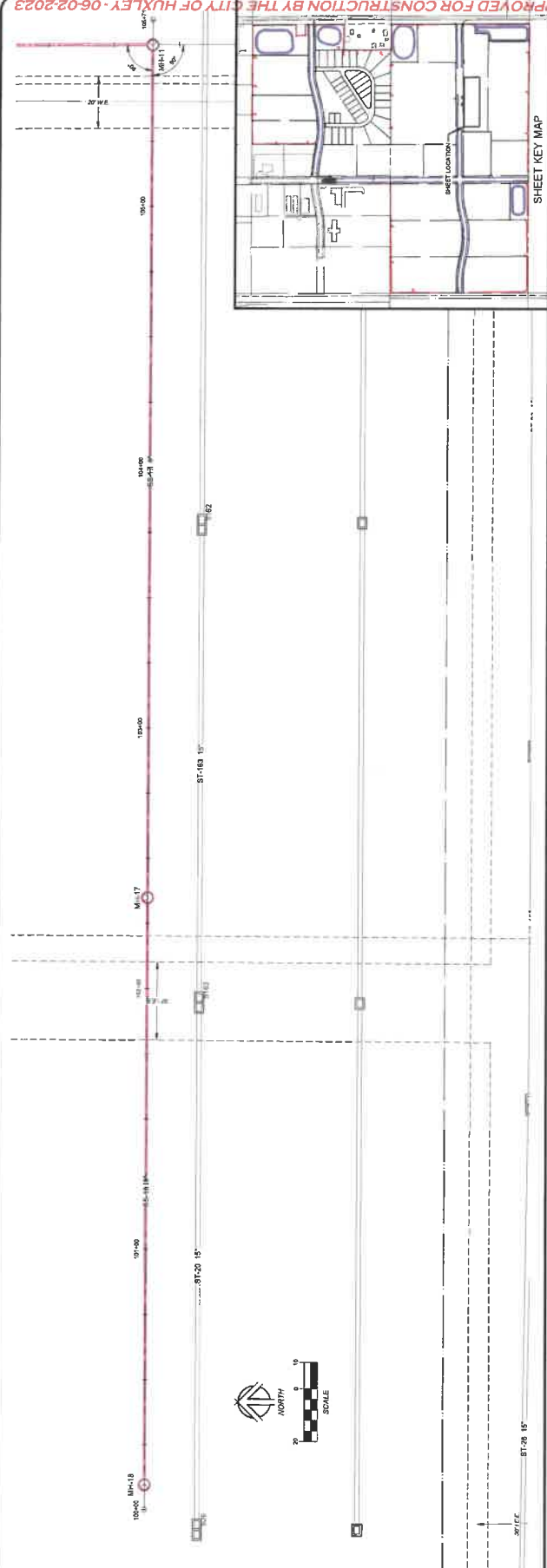
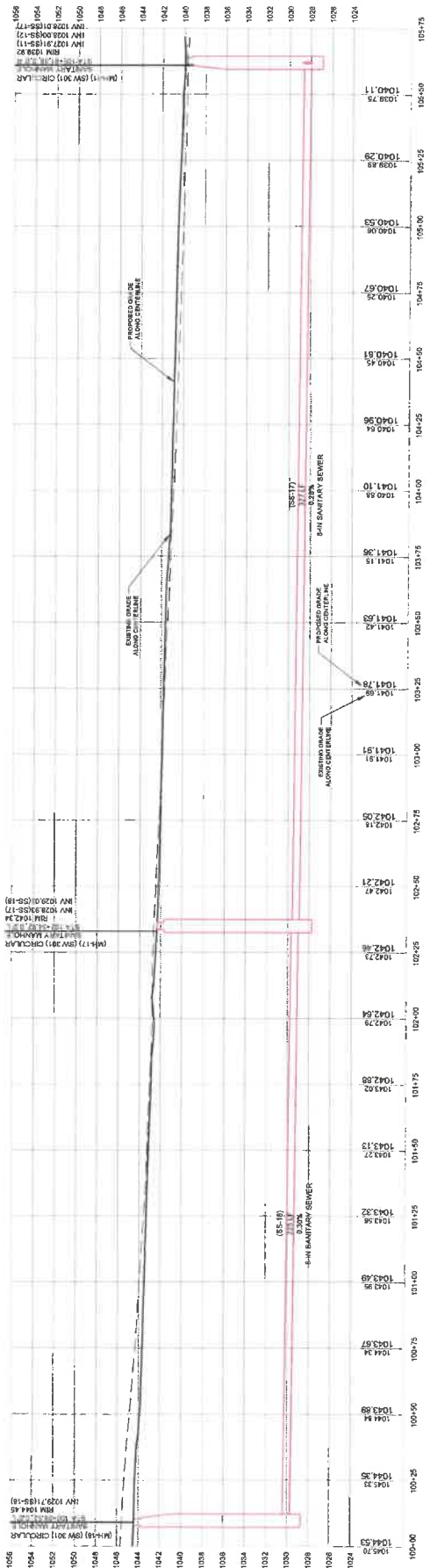
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TIME	M.16
NO	50/55

PLAN & PROFILE - STORM SEWER

ANTHEM PLAT 1

[illegible]

NILLES ASSOCIATES
1933 SW MAGAZINE ROAD
ANNKENY, IOWA 50023-2555
(515) 865-0123 phone • (515) 865-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture



[illegible]

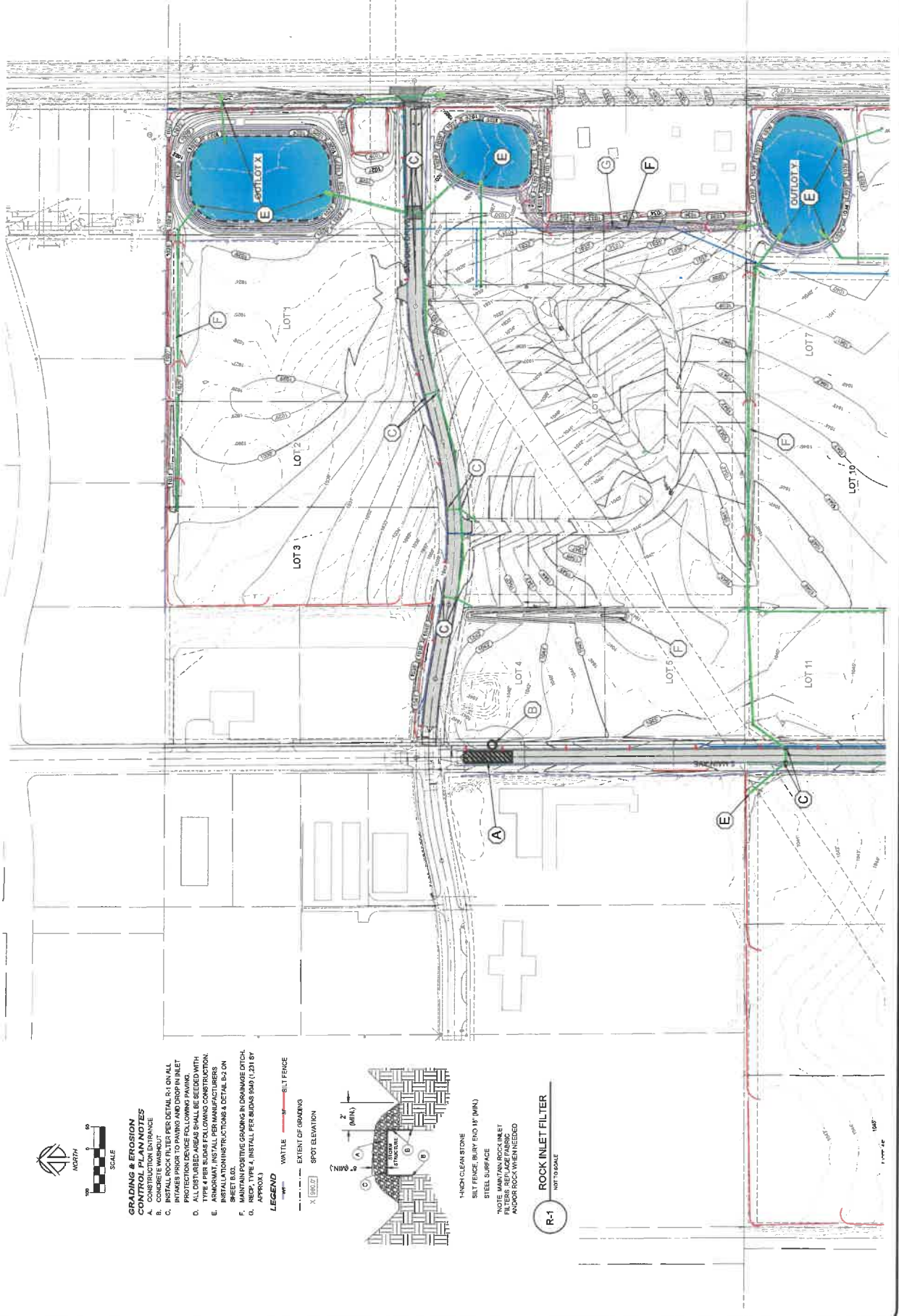
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54/54	LOT 6	27.34	3.00	30.34
53/53	LOT 7	27.34	3.00	30.34
52/52	LOT 8	27.34	3.00	30.34
51/51	LOT 9	27.34	3.00	30.34
50/50	LOT 10	27.34	3.00	30.34
49/49	LOT 11	27.34	3.00	30.34

GRADING AND EROSION CONTROL PLAN
ANHEM PLAT 1

DESIGNED BY: [Firm Name]
CHECKED BY: [Firm Name]
DATE: [Date]

1333 SW MAZDAHNE ROAD
ANN ARBOR, MICHIGAN 48106-1555
(734) 965-0123
NILLER ASSOCIATES

APPROVED FOR CONSTRUCTION BY THE CITY OF HUXLEY - 06-02-2023



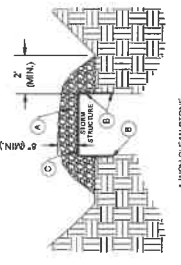
- GRADING & EROSION CONTROL PLAN NOTES**
- CONSTRUCTION ENTRANCE
 - CONCRETE WASHOUT
 - INSTALL ROCK FILTER PER DETAIL R-1 ON ALL SLOPES AND AT ALL DRAINAGE POINTS. LET PROTECTION DEVICE FOLLOWING PAVING.
 - ALL DISTURBED AREAS SHALL BE SEEDDED WITH TYPE 4 PER SUBAS FOLLOWING CONSTRUCTION. ARMOFAST, INSTALL PER MANUFACTURERS INSTRUCTIONS & DETAIL R-2 ON SHEET R-2.
 - MAINTAIN POSITIVE GRADING IN DRAINAGE DITCH.
 - RES. TYPE 4, INSTALL PER SUBAS R-2 (1.23) BY APPROX. 1

LEGEND

WATTLE ——— SALT FENCE

EXTENT OF GRADING ———

SPOT ELEVATION ———



1-INCH CLEAN STONE
SALT FENCE, BURY END 18" MIN
STEEL SURFACE
NOTE: MAIN/AN ROCK INLET FILTERS REPLACE FABRIC AND/OR ROCK WHEN NEEDED

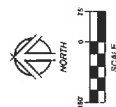
R-1
ROCK INLET FILTER
NOT TO SCALE

2012

ANTHEM PLAT 1

10/1/2011 10:11 AM - 10/1/2011 10:11 AM

APPROVED FOR CONSTRUCTION BY THE CITY OF HUXLEY - 06-02-2023



Work Session Items

School Resource Officer (SRO) Agreement

120 South – Development Agreement
(discussion – material to be distributed at council meeting)

Grant Application – Jensen Request
(discussion)

City Property Disposal Plan

One Notice Per Year for Grass and Weeds
(discussion)

**28E AGREEMENT BETWEEN
BALLARD COMMUNITY SCHOOL DISTRICT
AND
CITY OF HUXLEY, IOWA
SCHOOL RESOURCE OFFICER PROGRAM**

This Agreement for School Resource Officer Program ("Agreement") is made and entered into this _____ of _____, 2023 by and between the BALLARD COMMUNITY SCHOOL DISTRICT, an Iowa school corporation organized and existing under the provisions of Iowa Code Chapter 274, (hereinafter referred to as "District") and CITY OF HUXLEY, an Iowa city organized and existing under the provisions of Iowa Code Chapter 362, (hereinafter referred to as "Huxley").

This Agreement is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa. This Agreement is between three public agencies for joint or cooperative action. Neither a separate legal or administrative entity, nor joint board, will be created for administration of this Agreement. The Huxley Police Chief or designee, and the District's Superintendent of Schools or designee shall be designated as the Administrators of this Agreement for purposes of Iowa Code Chapter 28E.

After execution of this Agreement by the District and Huxley, it shall be filed in the office of the Iowa Secretary of State as required by law. This Agreement shall be effective when executed and filed as set forth above and shall continue for an initial period of five (5) years unless sooner terminated as provided herein.

ARTICLE I

General

The parties share a mutual interest to maintain an atmosphere in the District schools where school staff and students have a safe learning environment. The School Resource Officer program presents a cooperative approach towards addressing various collaborative efforts to maximize student safety, performance, and wellbeing.

School Resource Officer programs are recognized nationally as programs that effectively establish positive working relationships between schools and law enforcement. The School Resource Officer (SRO) will assist school administrators by taking immediate action when law enforcement intervention is warranted. Additionally, the SRO will provide guidance and support in assisting school staff, students and parents with a variety of non-emergency law enforcement related matters.

Through relationship building and problem-solving efforts and by cooperative efforts with school staff, students, parents, courts, the surrounding neighborhood, and the community's social service organization, the SRO program strives to assist the District with providing safe schools

and a safe neighborhood environment. The SRO will seek to assist juveniles in learning the consequences of their actions, while recognizing that the criminal justice system may not be the best alternative for all persons.

Selection

1. The SRO will be a certified, non-probationary law enforcement officer who maintains at least the minimum qualifications required for employment as a law enforcement officer with the Huxley Police Department. The typical term of service is five (5) years. Modifications to this term of service involve the police union contract, police policies, and police administration.
2. Selection of the SRO is completed by the Huxley Police Department with advisory input from District representatives. [An advisory committee will be comprised of representatives from the District who will be appointed by the Superintendent and representatives from the Huxley Police Department, who will be appointed by the Chief of Police. The Advisory Committee will make recommendations on the SRO selection to the Police Chief. The Chief will consider the committee's recommendations; however, selection of the SRO is within the sole discretion of the Police Chief.]

Commented [1]: Optional

Supervision and Program Assessment

1. The Police Department shall assign a higher-ranking officer to supervise the officer assigned to the SRO program.
2. In addition to providing direction for the SRO, the SRO supervisor will serve as a liaison between the District and Huxley in order to resolve matters of mutual concern.
3. The SRO, the school principal or designee, and, if desired, the SRO supervisor, will meet at the beginning of each school year to determine the goals of the SRO. An assessment mechanism shall be developed jointly, in an effort to determine the effectiveness of the SRO program. End of year meetings may be held to determine progress and make adjustments as needed. The following areas, at a minimum, will be used to evaluate the program:
 - a. Success of established goals and objectives.
 - b. Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the school principal(s).
4. The Police Chief who supervises the SRO or designee, in consultation with the applicable school principal or designee, will complete a performance evaluation of the SRO at the end of each school term. The District shall provide requested information and reports to facilitate this evaluation, which may include a recommendation to the Police Chief that the SRO not be assigned to that school the following year. The Police Chief will consider the evaluation and the input of the District when assigning an officer to a building and will make a good faith effort to address any concerns raised. Ultimately, however, the final

decision on which officer will be assigned as an SRO is within the sole discretion of the Police Chief.

Assignment

1. It is anticipated that a total of one (1) SRO will be assigned to the District for use in the following schools: Ballard Community High School, Ballard Middle School, East Elementary and West Elementary. It is anticipated that the primary assignments will be at the High School and Middle School, with attendance as available at the Elementary Schools.
2. The SRO shall be assigned for forty (40) hours per week during those weeks that the schools are in regular session.
3. Regular working hours may be adjusted on a situational basis with the mutual approval of the Superintendent or designee, SRO supervisor, and SRO. These adjustments may be to attend school-related events requiring the presence of a law enforcement officer. Such adjustments will be in accordance with the Fair Labor Standards Act and police contract. Overtime required for special events such as athletic functions or school board meetings shall be charged to the District. Requests for SRO presence at special meetings, events, or additional activities will be evaluated on a case-by-case basis with priority given to those situations most closely related to the core function of the SRO in the school. Requests of this nature should be made to the Police Chief who supervises the SRO. If investigative overtime is necessary, the Police Department through which the SRO is employed shall be responsible.
4. The SRO may be temporarily reassigned by the City through which the SRO is employed during school holidays or vacations and/or during times of emergencies. Such duty assignment will be under the direction of the SRO supervisor. The SRO may also be required to work youth-related police duty assignments, at times when school is not in session, when so directed by the SRO supervisor.
5. The SRO is expected to attend all training, meetings, and appointments assigned by the SRO's Police Department. It is recognized that some of these may conflict with officer availability at the school during normal school hours. These conflicts will be minimized as much as possible, but the potential exists that such requirements will take precedence over school presence. The SRO shall strive to keep the school principal or designee informed about SRO absences and activities on a need to know basis.
6. With the approval of the SRO's supervisor, the SRO will be allowed to request and utilize their annual leave throughout the year. The SRO's vacation time in excess of five (5) days must be taken during school vacations or holiday breaks. Vacation time or compensatory time not in excess of five (5) days may be taken during the school year with the approval of the SROs' supervisor and prior written notification to the District. The Chief of Police overseeing the SRO will provide a temporary substitute for the duration of the SRO's vacation when possible.

7. The District shall designate the SRO as a “school official” under the Family Educational Rights and Privacy Act (FERPA) and, as such, may provide the SRO with access to student information systems, to include access to information relating to all students enrolled in the District, for the purpose of minimizing juvenile delinquency and truancy and maintaining student safety. Any information obtained by the SRO through such access shall be subject to the confidentiality provisions of state and federal law, including limitations on redisclosure. The purpose of this information sharing is not to aid in prosecuting juvenile delinquency cases.

ARTICLE II

Duties and Responsibilities of School Resource Officers

1. The SRO shall develop friendly contact between the Police Department and the City’s youth.
2. The SRO shall enforce state laws and local ordinances and coordinate directly with the school principal or designee to provide security during school hours.
3. The SRO should be familiar with all law enforcement case information pertaining to schools, students and the neighborhood surrounding the campus. The SROs shall engage in effective problem solving and liaison with neighborhoods surrounding the schools, which may be affected by the conduct of students.
4. The SRO should facilitate and assist with law enforcement investigations involving victims, witnesses and suspects associated with the schools. The SRO shall assist in or provide effective alternatives to court whenever possible.
5. SROs are police officers and not necessarily certified teachers, school administrators, nor school counselors. The officer will assist the teachers with classroom presentations on relevant topics when requested and able. The officer will also work with families, individual students, and other school staff members with counseling and guidance efforts when requested and appropriate. The SRO shall further provide students with information regarding the role of laws, courts, and police in society. Teamwork, partnerships, cooperation, and coordination between the SRO, their supervisor, school administration and staff, and the surrounding neighborhoods is encouraged.
6. The SRO shall assist District officials in emergency planning and emergency safety and security assessments as appropriate. The SRO shall also assist District officials with developing plans and strategies to prevent, minimize or respond to dangerous situations which may occur on campus or during school sponsored events. The SRO shall participate in multidisciplinary school safety teams.
7. The SRO will adhere to School Board policy which does not conflict with state or federal law and the SRO’s Police Department’s rules and regulations. The SRO is governed by

the rules, policies, shifts, schedules, procedures, and practices of the Police Department and the City, under the Investigations Division commander and supervising sergeant.

8. The parties acknowledge that the SRO may from time to time acquire confidential information concerning the District, students, and others in the course of performing duties under this Agreement. It is agreed that such non-law enforcement information or records shall be kept confidential by the SRO in compliance with District policy, and federal, state, and local law.
9. The SRO is a police officers assigned as a uniform patrol officer of the Huxley Police Department. As such, their primary responsibilities are to engage in relationship building and problem solving in the school environment. This may include investigating criminal cases involving youth, maintaining order through the enforcement of local, state and federal laws, and enforcement of the school code of conduct for the purpose of maintaining a safe and effective learning environment in schools. As soon as practicable, the SRO shall make the principal or designee(s) of the school aware of such action. The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and school related functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO should advise the principal or designee(s) of the intended action when requesting additional law enforcement assistance on campus.
10. In situations where the SRO becomes aware of a traumatic event (family member arrested, search warrant, domestic disturbance, etc.) that a student may have witnessed, the SRO shall notify the school counselor of the event. The intent is to alert school officials that the student's participation in school, school testing, or other activities may be affected by this experience. This "Handle with Care" notification will not typically include the details of the event.
11. The SRO shall not act as a school disciplinarian and shall not take administrative action or levy sanctions on behalf of any District employee. However, if the principal or designee believes an incident is a violation of the law, the principal or designee may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. The SRO is not to be used for lunchroom duties, hall monitor, bus duties, or other monitoring duties. If there is a problem in one of these areas the SRO may assist the school until the problem is solved.
12. The SRO shall notify the building principal and SRO supervisor, if they are sick or absent from the school building for one day or more.
13. The SRO shall perform other duties as mutually agreed upon by the school principals and the SRO supervisor so long as the performance of such duties is reasonably related to the SRO program as described in this Agreement and so long as such duties are consistent with Police Department rules and regulations.

ARTICLE III

Rights and Duties of the District

The District shall provide the following materials and facilities which are deemed necessary to the performance of the SRO's duties:

1. Access to a properly lighted private office equipped with a telephone to be used for general business purposes;
2. A location for files and records which can be properly locked and secured;
3. A desk with drawers, a chair, worktable, filing cabinet and office supplies;
4. Email and internet access; use of a District device to access student management systems such as "Infinite Campus."
5. Maintain an open line of communicate with the SRO and cooperate with the SRO in furtherance of this Agreement, including reporting criminal incidents that come to the attention of school administrators and seeking assistance with dangerous or suspicious circumstances.

Commented [2]: Adjust as needed.

ARTICLE IV

Employment Status of School Resource Officer

The SRO shall remain an employee of Huxley and shall not be an employee of the District for any purpose. As the employer of the SRO, Huxley shall be responsible to recruit, hire, train, assign, supervise, evaluate, discipline, and/or discharge the SRO, and shall be responsible for payment of all wages and benefits due the SRO. The District and Huxley acknowledge that the SRO shall remain responsive to the chain of command of the Police Department in which the SRO is employed.

ARTICLE V

Financing of the School Resource Officer Program

The District will compensate the City that employs the SRO for this service Fifty Eight Thousand, Nine Hundred Seventy Six Dollars and Thirty-Six Cents (\$58,976.36). The City shall bill the district bi-annually.

Commented [3]: Modify as needed.

The District will compensate the City that employs the SRO for the costs of associated equipment and gear the officer shall use while in the school the amount of Three Thousand, Two Hundred and Ninety Four Dollars and Sixty Two Cents (\$3294.62). The City shall bill the district one time at the start of the contract / agreement.

Overtime cost, if it occurs, is in addition to the compensation listed above. Overtime will be billed to the District when the officer is requested at athletic, social, administrative, or other events that exceed forty (40) hours per week. The SRO may occasionally flex hours to assist the District. Projected cost per officer will be recalculated each year to reflect updates to the budgeted cost of

operations. Each party shall allow access to all records, documents and papers necessary for the financial auditing of the parties' transactions. Appropriate records, documents and papers necessary to conduct a financial audit shall be maintained a minimum of three (3) years.

ARTICLE VII

Duration and Termination of Agreement

The term of this Agreement shall be effective upon signing and expire on June 30, 2028 unless renewed in writing by agreement of both parties or terminated as provided herein. Either party may terminate this Agreement upon sixty (60) days written notice to the other party. Upon termination of this Agreement, the District will retain all desks, chairs, tables, filing cabinets, provided technologies, access cards, building keys and other District property; the City providing the SRO will retain all motor vehicles, radios, cell phones, computers, cameras, storage safes and other City property.

ARTICLE VIII

Insurance and Indemnification

1. **Liability Insurance.** Huxley and the District shall each maintain Commercial General Liability insurance for protection of each, respectively, from any liability arising out of any accidents or other occurrence causing any injury and/or damage to any person or property arising from the performance of their obligations under this Agreement due directly or indirectly to the actions of the insured. Liability policies shall have limits of not less than Two Million Dollars (\$2,000,000) per occurrence.
2. **Workers' Compensation/Employer's Liability Insurance.** Huxley shall maintain Workers' Compensation insurance for the SRO as statutorily required by the State of Iowa and Employer's Liability insurance in amounts not less than \$100,000 per accident, per employee, per disease and \$500,000 in the aggregate.
3. **Other Insurance Provisions.** All required insurance shall be obtained from issuers of recognized responsibility licensed to do business in the State of Iowa. Each party shall be furnished with a certificate(s) of insurance required under this Agreement upon request. Such policies shall not be modified or cancelled except upon at least thirty (30) calendar days' prior written notice to the other party to this Agreement. It is specifically agreed that the types and amounts of insurance specified above shall not limit or otherwise affect any party's obligation to indemnify and hold the other party harmless as provided by the indemnification provisions of this Agreement. The failure of any party to maintain the insurance coverage and limits required by this Agreement shall be considered a material breach of this Agreement. However, the failure of any party to declare another party to be in material breach shall not be deemed a waiver by the other party of the right to claim a material breach for a subsequent failure to maintain the required coverage or limits.

4. Indemnification by District. To the extent permitted by law, the District agrees to indemnify, defend, and hold harmless Huxley, their officers, agents, and employees, against all claims, suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees, and against all liability for property damage and personal injury including death resulting directly or indirectly there from, arising from any acts or omissions of the District, either active or passive, or those of its agents, employees, assigns, or any other person acting on its behalf in the performance of its obligations, duties, and responsibilities imposed under this Agreement.
5. Indemnification by Huxley. To the extent permitted by law, Huxley agrees to indemnify, defend, and hold harmless the District, its officers, agents, and employees, against all claims, suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees, and against all liability for property damage and personal injury including death resulting directly or indirectly there from, arising from any acts or omissions of Huxley, either active or passive, or those of its agents, employees, assigns, or any other person acting on its behalf in the performance of its obligations, duties, and responsibilities imposed under this Agreement.
6. Waiver of Subrogation Rights. Huxley and the District each release each other from any claim for recovery for any loss or damages to any of its property that is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. Huxley and the District shall each waive and, to the extent allowed by law, cause its insurance underwriter to waive, its rights of subrogation with respect to Workers' Compensation.
7. Claims. Each party shall notify the other party of any claim or any potential claim for bodily injury or property damage to another arising out of actions taken under this Agreement as soon as practical following knowledge of the claim or potential claim.

ARTICLE IX

Miscellaneous

1. Amendment. This Agreement may only be modified by written mutual agreement of the parties.
2. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties and their successors and assigns. However, neither party may assign this Agreement without the consent of the other party.
3. Severability. If any clause, provision or section of this Agreement shall, for any reason, be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the parties to the full extent permitted by law.

4. Notices. All notices under this Agreement must be in writing and shall be deemed given when either personally delivered, transmitted by confirmed facsimile or confirmed electronic mail or when received by certified mail at the address below or at another address as designated by a party.

Ballard Community School District
Attention: Superintendent
509 N. Main Ave.
Huxley, IA 50124

Huxley Police Department
Attention: Police Chief
515 N. Main Ave.
Huxley, IA 50124

5. Supersedes. This Agreement supersedes all prior agreements between the District and the City purporting to establish and finance a School Resource Officer Program.
6. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

BALLARD COMMUNITY
SCHOOL DISTRICT

CITY OF HUXLEY, IOWA

By: _____
President, Board of Directors

By: _____
Mayor

Attest: _____
Secretary, Board of Directors

Attest: _____
City Clerk

Date: _____

Date: _____



CITY OF HUXLEY SURPLUS PROPERTY DISPOSAL POLICY

I. General

- A. "Surplus property" is defined as City-owned property that no longer is needed or has no practical use to a particular City Department (hereafter "Surplus Property" or "Property"). Surplus property does not include City-owned property that is to be transferred to a third party pursuant to a duly authorized promotional event, written agreement, or legal obligation.
- B. Items seized, confiscated, or found by the Police Department (hereafter "Seized Property" or "Unclaimed Property") shall be handled and disposed of in accordance with applicable Federal, State, and local requirements.
- C. Surplus Property shall be disposed of in accordance with this policy. Seized Property and Unclaimed Property may be disposed of in accordance with this policy. All Surplus, Seized and Unclaimed Property is disposed of "as-is" and "where-is," with no warranty, guarantee, or representation of any kind, expressed or implied, as to the condition, utility or usability of the item offered.
- D. It is critical to maintain a trail of documentation for audit purposes regarding the disposition of Surplus Property of the City of Huxley (hereafter "City").

II. Responsibilities

- A. It shall be the responsibility of the department in possession of Surplus Property to notify the City Administrator ("CA") or the City Administrator's designee of such Property in its possession.
- B. The method of disposal for the Property shall be determined by the Department Director in consultation with the CA or the CA's designee in accordance with this Policy. The department with Property for disposal is responsible to provide information to the CA or CA's designee including a photo, brief description and estimated value. Each department will maintain storage of the Property until final disposal. If applicable, departments shall provide information regarding the best time and day the Property can be viewed and or received.
- C. The Department Director shall be responsible for coordination of the disposal process for all Property except as indicated below:
 - 1. Disposition of real estate or any interest in land, including leases for more than three years, requires a resolution of the City Council after published notice and public

hearing in accordance with the Code of Iowa. All such dispositions of real estate or land interest shall be the responsibility of the City Attorney's office.

2. Seized and Unclaimed Property within the Police Department shall be handled and disposed of in accordance with applicable Federal, State, and local requirements.
3. Property purchased with grant funds shall be disposed of in accordance with applicable grant requirements.
4. "Computer and Electronic Data Storage Equipment" is defined as any equipment that contains electronic data, has contained electronic data, or is procured or managed by the Information Technology (IT) Department (hereafter "IT Equipment"). Such IT Equipment shall be returned to the IT Department for proper data removal and disposal. This includes, but is not limited to computers, laptops, tablets, servers, backup tapes and media switches, routers and hubs, phones, printers, fax machines, copiers, scanners, monitors, and external hard drives.
 - a) IT staff will wipe any data or configuration on the IT Equipment as deemed appropriate by current IT standards. For servers, backup media, or any IT Equipment in which data wiping is not feasible, staff will physically remove the data storage components for destruction of the data or configuration by physical or other permanent means.
 - b) When deemed appropriate, some IT Equipment may be disposed of in accordance with section III of this Policy.
 - c) Flash memory devices, such as USB thumb drives or SD cards, may be disposed of by the individual department so long as the memory does not, nor has ever contained City data. If the device has contained City data, it shall be delivered to the IT Department for proper wiping and disposal.
 - d) Any optical media IT Equipment, including writable CD and DVD media, containing City data shall be disposed of by individual departments using the City's shredding procedures.
 - e) Any electronic data consisting of records covered by state or federal law shall be retained in accordance with the City's record retention policies until storing the records is no longer required and the records have no further value.

III. Procedure for Disposal

- A. The Department Director shall notify the CA or CA's designee of the intent to transfer, sell or dispose of any Surplus Property. Once final, such transfer, sale or disposal shall require updating applicable City records, such as inventory documents, insurance records, audit lists and grant requirement documentation.
- B. The Department Director in consultation with the CA or CA's designee, will consider the following methods for disposal of Surplus Property:
 1. Transfer to other departments:

- a. Surplus Property may be transferred to another City department.
 - b. The departments involved in the transfer shall exchange purchase information, service manuals and service records and all other applicable information regarding the Property.
2. Trade-in of Surplus Property: Surplus Property may be used in trade if determined to provide maximum return for the City.
3. Sale of Surplus Property:
 - a. Value estimate. The Department representative shall provide to the CA's designee an estimated value of the Surplus Property sought for sale.
 - i. Property estimated in excess of \$25,000 requires City Council approval prior to sale.
 - ii. Property estimated in value less than \$25,000 requires CA designee approval prior to sale.
 - b. Methods of sale. Any of the methods of sale listed in this section may be used for the sale of Surplus Property following consultation with the CA or CA's designee, and alternative methods may be selected as circumstances may warrant following additional consultation. In selecting a method for sale, due consideration shall be given to the net financial benefit to the City relative to the costs involved for using each method.
 - i. Public auction, including public auctions of other government agencies.
 - a) It is the responsibility of the department with possession of the Property to provide administrative and logistical support of the auction item/event. Any expense incurred in conducting the auction shall be deducted from the auction receipts.
 - ii. Internet auction sites.
 - a) It is the responsibility of the department having possession of the Property to provide administrative and logistical support of the auction item. Any expense incurred in conducting the auction shall be deducted from the auction receipts.
 - b) The selling department shall provide one or more photos, a brief description, and the estimated value of the Property, and may include a reserve price.
 - iii. Soliciting written bids/quotations or other similar means. A reserve bid may be set.
 - iv. Scrap metal may be sold through a reputable metals recycling dealer without competitive bids if the value of the scrap metal is estimated at less than \$2,500.

4. Cannibalizing: Property may be disassembled and used for parts when this is the most cost-effective method of disposal for the City.
5. Transfer to Other Public Agency or Charity:
 - a. No Property shall be transferred to another public agency or charity before it is first offered to City departments, as outlined in section "A."
 - b. When the value of the Property is estimated at \$25,000 or less, the CA or CA's designee shall approve its sale or transfer to another Iowa public agency or charitable organization exempt under Section 501(c)(3) of the Internal Revenue Code, without competitive bid. Public agency means the State of Iowa or any agency or subdivision thereof, any city, county, special district, or school district.
 - c. When the value of the Property is estimated to be more than \$25,000, the sale or transfer to another Iowa public agency or charitable organization exempt under Section 501(c)(3) of the Internal Revenue Code, without competitive bid shall be approved by the City Council.
 - d. The transfer of Property, of any value, to a non-Iowa public agency shall be approved by the City Council.
 - e. Publication requirements do not apply when Property is transferred to another governmental agency.
6. Property Having No Value:
 - a. Property that has no practical salvage or scrap metal value may be disposed of in the proper manner for the item.
 - b. If Property cannot be recycled or disposed of in the regular solid waste disposal process, departments shall arrange for appropriate disposal.
 - c. No Property shall be given to or salvaged by City Officials or Employees.

IV. City Officials and Employees

- A. "Employees" shall be defined as any full-time or part-time/seasonal employee of the City of Huxley (hereafter "Employees").
- B. "City Officials" shall be defined as elected officials, commission members, board members, and committee member (hereafter "City Officials").
- C. City Officials and Employees are eligible to bid on Property listed for disposal in section III within this Policy, unless specifically prohibited by State, Federal, or departmental guidelines (i.e.: police investigation-related items or federally seized items).
- D. City Officials and Employees shall not bid on Property while on duty nor while acting in official capacity of the City.

V. Unauthorized Personal Scrapping, Recycling or Disposal of Trash or Junk

- A. Transferring, selling, donating, scrapping, recycling or disposing of Property by City Officials or Employees for personal gain or to benefit the interest of any person or party other than the City of Huxley, including handling or disposal of trash or junk, except as directed by duly authorized City management personnel, is strictly forbidden.
- B. City Officials and Employees shall not claim ownership of, give away, recover, or salvage any materials abandoned, disposed or stored upon City premises, including trash or other similar materials, placed in, on, or in the vicinity of recycling or collection cans, dumpsters or bins. Furthermore, City Officials and Employees shall not obtain Property or the proceeds from the disposal of Property, except as lawfully authorized by the CA. This prohibition includes giving any such Property or proceeds to any person or party other than for the duly authorized benefit and interest of the City of Huxley, or authorizing any other person or party to accept, receive or take any such Surplus Property to benefit their own interest, except as provided herein above.
- C. Disciplinary Action(s): Appropriate disciplinary action, up to and including termination, will be taken should an employee be found, through proper investigation, to have violated the terms of this policy.