

CITY OF HUXLEY

TUESDAY – JANUARY 8, 2019 – HUXLEY CITY HALL

AGENDA

CITY COUNCIL MEETING – 6:00 PM

PUBLIC NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF HUXLEY, IOWA, WILL MEET AT THE HUXLEY CITY HALL 515 N. MAIN AVE., HUXLEY, IOWA, FOR THEIR REGULAR COUNCIL MEETING AT 6:00 PM ON TUESDAY THE 8TH DAY OF JANUARY, 2019 TO DISCUSS THE MATTERS ENUMERATED IN THE AGENDA LISTED BELOW.

QUORUM PRESENT

- 1.0) COMMENTS FROM THE PUBLIC AND RECEIVING OF PETITIONS AND/OR WRITTEN COMMUNICATIONS TO THE CITY COUNCIL ON AGENDA AND NONAGENDA ITEMS
- 2.00) PRESENTATION(S): NONE
- 3.00) PROCLAMATION(S): NONE
- 4.00) PUBLIC HEARING(S): JOE JENSEN
 - 4.01) ON SALE OF PROPERTY TO IOWA EARTH LOTS 9 & 10
 - a.) Mayor opens hearing
 - b.) Discussion
 - c.) Motion to Close hearing

5.00) CONSENT AGENDA:

ALL ITEMS LISTED WITHIN THIS SECTION ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OR ACTION ON THESE ITEMS UNLESS A COUNCIL MEMBER OR CITIZEN SO REQUESTS, IN WHICH EVENT, THE ITEM WILL BE REMOVED FROM THE GENERAL ORDER OF BUSINESS. AND CONSIDERED SEPARATELY.

- 5.01) TO APPROVE THE MINUTES FROM THE FOLLOWING MEETINGS:
DECEMBER 18, 2018 -- Regular Council Meeting & Worksession
- 5.02) TO APPROVE FINANCIAL REPORTS AND PAYMENT OF BILLS.
- 5.03) TO APPROVE BEER, WINE AND LIQUOR LICENSES, CIGARETTE PERMITS RENEWALS.
- 5.04) TO APPROVE SOLID WASTE HAULING PERMITS.
- 5.05) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 19-003 FIXING DATE FOR A PUBLIC HEARING TO CONSIDER SALE OF LOT 8 IN HDC PLAT #3 TO ZACHORY BINDER.

AGENDA ITEMS:

6.00) COMMUNITY BETTERMENT:

- 6.01) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 19-001 ACKNOWLEDGING REQUEST HOMES BY ADVANTAGE, INC FOR TAX INCREMENT FINANCING.
- 6.02) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 19-002 ACKNOWLEDGING REQUEST BY GREENLAND HOMES, INC. FOR TAX INCREMENT FINANCING.
- 6.03) DISCUSSION AND POSSIBLE ACTION ON MOTION APPROVING MEADOW LANE STORMWATER DETENTION POND PLAN AND A SCHEDULE FOR THE IMPLEMENTATION OF THE PLAN AND RELEASING BUILDING PERMITS.

7.00) PUBLIC SAFETY: NONE

8.00) FINANCE:

8.01) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 19-004 MAKING FINAL DETERMINATION ON THE SALE OF LOT 9 IN HUXLEY DEVELOPMENT CORPORATION PLAT 3 AND AUTHORIZING THE EXECUTION OF PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF HUXLEY AND JOE JENSEN D/B/A IOWA EARTH.

8.02) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 19-005 MAKING FINAL DETERMINATION ON THE SALE OF LOT 10 IN HUXLEY DEVELOPMENT CORPORATION PLAT 3 AND AUTHORIZING THE EXECUTION OF PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF HUXLEY AND JOE JENSEN D/B/A IOWA EARTH

9.00) LEISURE ACTIVITIES: NONE

10.00) ADMINISTRATIVE BUSINESS: NONE

COMMENTS FROM STAFF, COUNCIL AND MAYOR.

ADJOURNMENT

THIS NOTICE IS HEREBY GIVEN AT LEAST 24 HOURS PRIOR TO THE COMMENCEMENT OF THE MEETING SPECIFIED ABOVE. THIS WAS DONE BY ADVISING THE NEWS MEDIA WHO HAVE FILED A REQUEST FOR NOTICE AND BY POSTING THE NOTICE ON THE WINDOW IN THE LOBBY AREA IN CITY HALL THAT IS ACCESSIBLE AND VIEWABLE TO THE PUBLIC. THIS WAS ALL PURSUANT TO CHAPTER 21 OF THE CODE OF IOWA.

WORKSESSION:

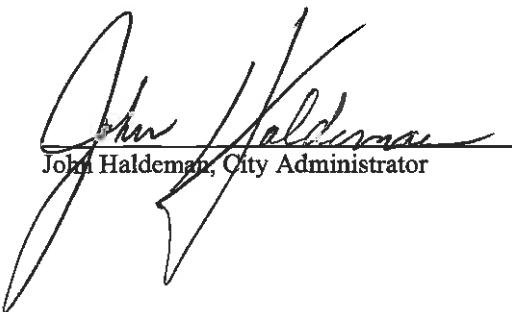
THE CITY COUNCIL WILL MEET FOR AN INFORMAL WORKSESSION TO WORK ON ITEMS AND NOT TAKE ANY ACTION ON THOSE ITEMS DURING THE WORKSESSION.

DISCUSSION TOPICS;

THAT THE FOLLOWING TOPICS ARE SUGGESTED AND THEY DO NOT REFLECT ALL THE POSSIBLE ITEMS THAT COULD BE DISCUSSED OR NOT. THE LISTING BELOW DOES NOT NECESSARILY REFLECT THE ORDER IN WHICH THE ITEMS WILL BE DISCUSSED OR IF THEY WOULD BE DISCUSSED AT THIS MEETING.

NO ACTION WILL BE TAKEN ON ANY OF THE ITEMS AND THE LIST MAY CHANGE PRIOR TO OR AT THE MEETING. NO PARTICULAR ORDER AT THIS TIME

1. BUSINESS INCENTIVES



John Haldeman, City Administrator

COMMUNICATIONS AND DEPARTMENT REPORTS

**Huxley Police Department
Monthly Report for the City of Huxley
December 2018**

December 5th, 2018 12:29 AM Officer stopped a vehicle for a traffic violation on Highway 69 near the Ballard Plaza. The driver of the vehicle, a 19-year-old Denison woman, was arrested for OWI. She was transported to the Story County Jail in Nevada.

December 10th, 2018 9:00 PM Officer received a fraud complaint at the 600 block of Meadow Circle. A Costco account was accessed and a purchase amounting \$747.24 was attempted. The transaction was cancelled.

December 10th, 2018 10:05 PM Officer responded to a domestic altercation at the 500 block of E 1st Street. The altercation was verbal, and both parties agreed to cohabitate for the remainder of the night.

December 12th, 2018 2:00 PM Officer responded to an accident at the 900 block of Highway 69. A vehicle operated by a 65-year-old Huxley man backed into a parked vehicle. The driver of the vehicle that struck the parked vehicle was cited for not having Insurance.

December 13th, 2018 1:02 PM Officer responded to a bomb threat at a business at the 500 block of E 1st Street. The threat was not valid and the threat that was sent via email was forwarded to the FBI.

December 19th, 2018 2:34 AM Officer stopped a vehicle for a traffic violation on Highway 69 near Highway 210. The driver of the vehicle, a 32-year-old Ankeny man, was cited and released with a court date for Possession of Drug Paraphernalia.

December 20th, 2018 9:12 PM Officer responded to a domestic altercation at the 500 block of Parkridge. The altercation was verbal according to both parties and both agreed to cohabitate for the remainder of the night.

December 21st, 2018 3:32 PM Officer responded to an Unattended death at the 200 block of East 1st Street. Officer at the scene and the medical examiner were able to determine that the death was due to natural causes.

December 28th, 2018 9:00 PM Officer arrested a 21 year old Huxley man for Possession of Drug Paraphernalia at the 100 block of National Drive.

December 29th, 2018 12:51 AM Officer confiscated marijuana and paraphernalia from four Huxley residents at the 1100 block of Northview Lane. Charges pending.

December 29th, 2018 12:43 PM A 53 year old Minnesota man contacted several citizens using a blocked phone number claiming to be the Chief of Police for the Huxley PD. Contact was made

with the man by Faribault County, MN Sheriff's Department. Charges possible after conclusion of the investigation.

December 31st, 2018 10:45 PM Officer stopped a vehicle for a traffic violation on Highway 69 near Highway 210. The driver of the vehicle, a 28-year-old Ames man, was arrested for OWI.

Huxley Officers had four arrests for the month. Two were for OWI and two were for Possession of Drug Paraphernalia. Officers issued twenty-three citations for traffic violations and gave sixty-seven warnings. Officers received eighty-eight calls for service and had a total of 299 contacts for the month. Officers used 259.75 toward investigations or answering calls and gave 489 hours of general patrol.

Activities and Special Assignments-

12/1 Officer was assigned to work the Drake vs. Iowa State Football game.

12/8 Officers participated with a controlled house burn with the Huxley Fire Department.

12/8 Officers participated with "Shop with a Cop".

12/17 Officers met with the Ballard High School Administration to plan a Mass Evacuation Drill.

12/19 Officer met with 8th grade health class and spoke about alcohol use.

12/20 Officer taught an ALICE course to City Staff.

Gerry Stoll

Chief of Police

Monthly Aggregate	January	February	March	April	May	June	July	August	September	October	November	December	Yearly Aggregate
Arrests	2	6	9	5	2	3	3	7	5	3	11	3	59
Traffic Citations	11	7	23	21	15	19	11	15	23	32	14	23	214
Traffic Warnings	66	42	92	86	90	75	54	54	85	64	73	67	848
Parking Tickets	37	13	19	0	1	1	0	4	1	0	6	2	84
Alcohol .02	0	0	0	0	0	0	0	1	2	0	0	0	3
Alcohol - Consumption (2% or less)	11	7	7	11	11	3	11	14	9	11	5	8	108
Alcohol - Open Container	0	0	0	0	0	0	0	0	0	0	0	0	0
Alcohol - Possession	0	0	2	0	0	0	0	0	0	0	0	0	2
Alcohol - Pub. Intox	0	0	1	0	0	2	1	1	0	0	0	0	5
Alcohol - OWI	1	0	1	2	1	3	1	0	0	2	0	0	11
Animal Call	7	11	9	10	18	11	14	13	8	19	11	13	144
Assaults	0	0	0	2	3	1	0	3	1	0	0	0	10
Assist Fire/Med/Co	28	33	26	33	34	37	33	34	46	35	26	41	406
Assist Motorist	14	13	22	12	19	5	8	11	16	12	21	8	161
Burglary	0	1	1	1	0	1	0	3	0	1	0	1	9
Child Abuse	0	0	0	0	2	0	0	0	1	0	0	0	3
Civil Dispute	4	2	1	5	0	4	5	9	7	5	7	6	55
Criminal Mischief	2	1	1	1	1	2	2	2	1	1	0	0	14
D, P & Q	1	2	3	2	3	5	16	4	3	9	4	2	54
Drug Paraphernalia	1	3	8	1	0	1	0	0	0	1	0	2	17
Disorderly Conduct	1	2	1	0	2	1	0	1	0	1	1	0	10
Domestic	6	3	2	6	2	4	4	7	4	4	6	4	52
Harassment	5	5	0	3	3	4	2	3	2	3	0	4	34
Info. Call	135	144	153	138	187	162	124	178	152	120	99	88	1680
Mental Patient	1	6	3	1	2	3	4	3	3	6	1	2	35
Missing Person	0	0	0	1	3	1	2	3	0	0	0	1	11
Sex Abuse	0	1	0	3	0	3	1	2	2	0	0	0	12
Susp./Rev./Barred Driver	0	0	0	0	1	0	1	1	1	1	1	0	6
Susp. Person	2	2	1	2	9	7	10	7	7	11	2	5	65
Susp. Vehicle	4	1	7	7	8	3	5	8	0	6	9	4	62
Traffic Call	6	16	20	13	11	12	2	6	17	11	4	6	124
Traffic Accident	3	3	6	5	4	2	4	2	6	18	2	4	59
Trespass	0	0	1	0	0	5	2	0	1	1	1	2	13
Theft	9	1	4	4	1	5	3	5	5	6	3	2	48
Unattended Death	0	0	0	0	0	0	1	0	2	0	0	1	4
	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Contacts	357	325	423	375	433	385	324	401	410	383	307	299	4422
Investigations	10.5	21	27.75	21.5	10.5	16	7.75	29.25	21.75	21.5	4	4	195.5
On-Call	0	0	0	0	0	0	0	0	0	0	0	0	0
Office / Other	221	194.25	254.5	250.45	270	250	242.25	270.75	250.5	232.25	249.3	259.75	2945
Patrol / SRO	397.5	345.75	467.5	451.95	476.55	496.5	478.75	567.25	565	508.25	436.8	489	5680.8
	3.75	0	0	0	0	0	0	0	0	0	0	0	3.75
Total Hours	629	561.05	749.75	723.9	757.05	762.5	728.75	867.25	837.25	762	690.1	752.75	8821.35

**Huxley Police Department
Monthly Report for The City of Cambridge
December 2018**

December 3rd 2018 5:20 PM Officer took a theft report at the 400 block of Main. Vehicle plates were taken off a van sometime between the 30th of November and the 1st of December.

December 13th, 2018 1:15 PM Officer responded to Ballard East Elementary for a bomb threat. The threat was not valid, and information was forwarded to the FBI. Several similar threats were sent via email to numerous schools and businesses throughout Iowa this day.

December 13th, 2018 11:16 PM Officer stopped a vehicle for a traffic violation on 585th and Highway 210. The driver of the vehicle, a 27-year-old Cambridge man, was cited and released with a court date for Possession of Drug Paraphernalia.

December 16th, 2018 5:00 PM Officer responded to a domestic altercation at the 200 block of Main. The altercation was verbal, and both parties agreed that they could cohabitate for the remainder of the night with no further problems.

December 18th, 2018 5:30 PM Officer received a burglary complaint at the 200 block of Vine. A piggy bank was taken from the residence with an unknown amount of money within. The residence was not locked and therefor not damaged upon entry. No suspects at time of report.

Huxley Officers had one arrest for the month for Possession of Drug Paraphernalia. Officers issued four citations for traffic violations and gave four warnings. Officers received fifteen calls for service and had thirty-nine total contacts for the month. Officers used 10.5 hours toward investigations and gave 93.5 hours of general patrol.

Chief Gerry Stoll

Huskey
CMBR1052

Monthly Aggregate	January	February	March	April	May	June	July	August	September	October	November	December	Yearly Aggregate
Arrests	4	0	13	6	5	0	0	0	1	0	0	0	29
Traffic Citations	1	0	0	4	2	3	2	0	0	2	2	4	20
Traffic Warnings	10	3	8	9	9	14	16	6	5	13	2	4	99
Parking Tickets	0	1	0	0	0	0	0	0	0	0	0	0	1
Alcohol - .02	0	0	0	0	0	0	0	0	1	0	0	0	1
Alcohol- Consumption (PPL & L)	0	0	0	0	0	0	0	0	0	0	0	0	0
Alcohol-Open Container	0	0	0	0	0	0	0	0	0	0	0	0	0
Alcohol-Possession	0	0	0	0	0	0	0	0	0	0	0	0	0
Alcohol-Pub. Intox	0	0	0	0	0	0	0	0	0	0	0	0	0
Alcohol-OWI	2	0	0	0	0	0	0	0	0	0	0	0	2
Animal Call	7	0	2	3	5	2	3	0	1	3	3	0	29
Assaults	0	0	1	0	0	0	0	0	2	0	0	0	3
Assist Fire/Med/Co	6	4	8	5	6	4	7	5	9	5	3	5	67
Assist Motorist	1	1	2	1	3	3	0	1	3	2	4	4	25
Burglary	0	0	1	0	0	0	0	0	0	0	0	1	2
Child Abuse	0	0	0	0	0	0	0	0	0	0	0	1	1
Civil Dispute	2	0	0	0	0	1	5	0	0	5	0	1	14
Criminal Mischief	2	1	1	1	0	0	0	0	0	0	0	0	5
D, P & Q	5	1	1	0	2	0	2	0	0	0	0	0	11
Drug Paraphernalia	0	1	0	1	0	0	0	0	0	0	0	1	3
Disorderly Conduct	1	0	0	1	0	0	0	0	0	0	0	0	2
Domestic	1	0	1	0	2	0	5	1	0	0	0	0	10
Harassment	3	1	0	0	2	0	0	0	1	0	0	1	8
Info. Call	35	36	40	26	18	24	19	16	11	15	11	15	266
Mental Patient	0	3	0	1	1	0	2	0	1	0	1	0	9
Missing Person	0	0	0	2	0	1	0	0	0	0	0	0	3
Sex Abuse	0	2	0	0	0	0	0	0	0	0	0	0	2
Susp/Rev/Barred Driver	0	0	0	0	1	0	0	0	0	0	0	0	1
Susp. Person	0	0	1	2	3	2	1	1	1	3	0	0	14
Susp. Vehicle	0	0	3	3	1	1	4	2	1	2	1	2	20
Traffic Call	0	1	4	2	0	1	3	0	1	3	0	0	15
Traffic Accident	2	1	0	0	0	0	1	0	0	0	0	0	4
Trespass	2	0	0	0	0	0	2	2	0	0	0	0	6
Theft	2	2	12	0	2	0	0	0	0	0	1	0	19
Unattended Death	0	0	0	0	0	0	0	0	1	0	0	0	1
	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Contacts	86	58	98	67	62	56	72	34	39	53	28	39	692
Investigations	19.75	58.25	10.5	4.75	6.5	0	0	2.25	1	0	0.5	3.5	107
On-Call	0	1	0	0	0	0	0	0	0	0	0.5	0	1.5
Office / Other	8.5	33.5	21	14.5	19.5	23	13.75	24	0.75	0	12.5	7	178
Patrol / SRO	71.25	56	82.1	84	86.45	93.45	82.5	76.5	86.75	91.25	65.5	93.55	969.3
	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Hours	99.5	148.75	113.6	103.25	112.45	116.45	96.25	102.75	88.5	91.25	79	104.05	1255.8



December 21, 2018

Honorable Mayor and City Council
City of Huxley
City Hall
515 North Main Avenue
Huxley, IA 50124

HUXLEY, IOWA
INNOVATIVE TECHNOLOGIES
PRETREATMENT AGREEMENT EVALUATION

GENERAL

The primary purpose of the National Pretreatment Program is to protect publicly owned treatment works (POTW) and the environment from hazardous or toxic wastes which may be discharged into the sewer system. To protect the POTW and the environment, limits must be placed based on Categorical Pretreatment Standards as well as on the plant influent (headwork limitations). After the establishment of Categorical Pretreatment Standards and headwork limitations, the POTW can then limit toxic contaminants from industrial dischargers.

Categorical Pretreatment Standards limit the pollutant discharges to POTWs from specific process wastewaters of particular industrial categories. Such industries are called Categorical Industrial Users. The standards are promulgated by EPA in accordance with Section 307 of the Clean Water Act and are designated in the Effluent Guidelines & Limitations [Parts 405-471].

For establishment of headwork limitations, there are four major areas of concern.

1. Inhibition/Interferences. The introduction of toxic pollutants above certain concentrations can inhibit the biological processes occurring at the POTW and result in reduced treatment efficiency.
2. Pass-Through of Pollutants. Toxic pollutants are removed at various removal efficiencies. Levels in the effluent may cause adverse impacts on the receiving stream.

3. Sludge Contamination. Removal of certain pollutants (i.e. metals) in the POTWs processes results in contamination of the sludge. Criteria for land disposal of sludge is based largely on the concentration in the sludge of certain metals.
4. Exposure of Workers to Chemical Hazards. Certain industrial wastes can produce poisonous gases or can be highly acidic or caustic to POTW personnel.

The Categorical Pretreatment Standards and the four areas listed above for headwork limitations will be examined in light of the type of industries present to establish treatment limitations for various pollutants to protect the POTW and environment.

POLLUTANTS OF CONCERN

Innovative Technologies does not currently have a Treatment Agreement with the City of Huxley. Innovative Technologies collected samples from its effluent in October of 2018. Review of the lab results from these samples resulted in a list of pollutants of concern (Table 1).

Table 1
Contaminants Known or Suspected Present
Oil and Grease
pH
Zinc

The conventional pollutants listed in Table 1, oil and grease and pH are established as part of the City's sewer ordinance and wastewater construction permit process. Therefore, analyzing the wastewater treatment facility capacity for oil and grease and pH is not needed as these limitations have previously been calculated and established. These conventional pollutants are only a concern for pass-through pollutants; therefore inhibition/interference, sludge contamination and exposure of workers are not considered further.

Zinc is limited by all of the categories discussed above and will be analyzed for the wastewater treatment facility's capacity based on inhibition/interference, pass-through pollutants, sludge contamination and exposure of workers.

CATEGORICAL PRETREATMENT STANDARDS

Innovative Technologies is classified as a Metal Finishing Point Source Industrial User. The Metal Finishing Point Source Subcategory of Categorical Industrial Users is defined in Part 433 – Metal Finishing Point Source Category of the Effluent Guidelines and Standards (40 CRF Chapter I, Subchapter N).

The Metal Finishing Point Source category applies to facilities which perform any of the following six metal finishing operations on any basis material: Electroplating, Electroless Plating, Anodizing, Coating (chromating, phosphating, and coloring), Chemical Etching and Milling, and Printed Circuit Board Manufacture.

Part 433 — Metal Finishing Point Source Category outlines the effluent limitations of any industrial user of the category. These limitations are based on a maximum daily and monthly average concentration for each constituent and shown in Table 2. For the purpose of this report, the monthly average threshold levels will be analyzed as they provide the most conservative limitations.

Table 2
Industrial Effluent Limitations
Categorical Pretreatment Standards

Constituent	Effluent Threshold Levels (Monthly Average) mg/l	Effluent Threshold Levels (Max Day) mg/l
Zinc	1.48	2.61

INHIBITION/INTERFERENCE

The biological processes of concern are activated sludge, nitrification and aerobic digestion. EPA guidance documents and available literature identify threshold concentrations of various toxic pollutants that could inhibit the activated sludge units and nitrification process. There are not documented inhibition limits on the aerobic digestion process. Table 3 presents concentrations at which inhibition has been observed for the activated sludge process and the nitrification process.

Table 3
Inhibitory Concentrations
Activated Sludge and Nitrification

Constituent	Activated Sludge Inhibition Threshold Levels	Nitrification Inhibition Threshold Levels
	mg/l	mg/l
Zinc	0.08	0.08

Source: U.S. EPA, 1987. "Guidance Manual on the Development and Implementation of Local Discharge Limitations Under the Pretreatment Program".

In the 1987 U.S. EPA publication, 0.08 mg/L was the lowest reported instance of zinc causing inhibition in Activated Sludge. However, in pilot data reported in the 1987 publication, the range of inhibition did not begin until 5 mg/L. Accordingly, further investigation was done into the inhibition level of zinc on Activated Sludge. In 2004, the U.S. EPA released the Local Limits Development Guidance Appendices. In Appendix G, Literature Inhibition Values, it is reported that the Activated Sludge Inhibition Threshold of zinc actually occurs in the range of 0.3 - 5 mg/L, according to *Determining Maximum Influent Concentrations of Priority Pollutants for Treatment Plants*. Table 4 reflects the updated Activated Sludge Inhibition Threshold values for zinc.

Table 4
Inhibitory Concentrations
Activated Sludge and Nitrification

Constituent	Activated Sludge Inhibition	Nitrification Inhibition
	Threshold Levels	Threshold Levels
	mg/l	mg/l
Zinc	0.3	0.08

Source: U.S. EPA, 2004. "Local Limits Development Guidance Appendices". Appendix G.

To determine the headwork limits to prevent inhibition, treatment prior to the process of concern must be examined. Primary treatment may remove some of the toxic pollutant prior to the activated sludge and nitrification processes. Sludge concentrations of toxics, particularly metals, are dependent upon the removal efficiencies in the primary and secondary processes. Table 5 presents expected removal efficiencies of various contaminants for primary and secondary treatment.

Table 5
Priority Pollutant Removal Efficiency
Through Primary & Secondary Treatments

Constituent	Removal Efficiencies, %		
	Primary Treatment	Activated Sludge	Nitrification
Zinc	27%	79%	78%

Nitrification and Activated Sludge

Headwork limitations for the tertiary treatment process (nitrification) can be calculated using the following formula:

$$C^* = \frac{C_i}{E_s}$$

where: C_i = Threshold inhibiting concentration (mg/l) (Table 3)
 C^* = Maximum allowable influent concentration (mg/l)
 E_s = Activated Sludge removal efficiency expressed in decimal form (Table 5)

Headwork limitations for the secondary treatment process (activated sludge) can be calculated using the following formula:

$$C^* = \frac{C_i}{E_p}$$

where: C_i = Threshold inhibiting concentration (mg/l) (Table 3)
 C^* = Maximum allowable influent concentration (mg/l)
 E_p = Primary removal efficiency expressed in decimal form (Table 5)

The results of the tertiary treatment headwork determination are presented in Table 6. The results of the secondary treatment headwork determination are presented in Table 7.

Table 6
Tertiary Treatment (Nitrification) Inhibition
Headwork Limitations

Constituent	Nitrification Inhibition Threshold Levels C_i , mg/l	Pre-Nitrification Removal Efficiency (Activated Sludge) E_s , %	Headwork Limits C^* Mg/l
Zinc	0.08	79%	0.381

$$C^* = C_i / (1 - E_s)$$

Table 7
Secondary Treatment (Activated Sludge) Inhibition
Headwork Limitations

Constituent	Activated Sludge Inhibition Threshold Levels C_i , mg/l	Primary Removal Efficiency E_p , %	Headwork Limits C^* Mg/l
Zinc	0.3	27%	0.411

$$C^* = C_i / (1 - E_p)$$

PASS-THROUGH OF POLLUTANTS - WATER QUALITY LIMITATIONS

The Wastewater Treatment Facility discharges to the Ballard Creek to the South Skunk River. The Ballard Creek is designated as a Class A2 B(WW-2) classification. All water bodies in the State of Iowa are protected by the General Water Quality Criteria (I.A.C. 567-61-3(1) (455B). The General Water Quality Criteria prohibits the discharge of pollutants in quantities that would be toxic or harmful to aquatic life. The Iowa Department of Natural Resources has interpreted this section of the regulations to mean that "acute" toxic levels cannot be created in the stream. U.S. EPA has established criteria for acute toxicity and this value is presented in Table 8.

Because the discharge begins in the Ballard Creek before reaching the South Skunk River, in calculating the toxicity of the plant effluent, a dilution with the river water cannot be accounted for. The plant effluent alone is required to meet criteria for acute toxicity. Using the combined removal efficiencies listed in Table 5, the zinc headwork limit for protecting Ballard Creek and the South Skunk River to the general Water Quality Criteria is presented in Table 8.

Table 8 Water Quality Limitations Headwork Limitations POTW Removal Efficiency (Maximum of Treatment Processes) E_p, %			
Constituent	Water Quality Criteria C_i, mg/l		Headwork Limits C*, mg/l
Zinc	0.215	79%	1.024

Note: Water quality criteria based on acute toxicity at 100 mg/l hardness.

$$C^* = C_i / (1 - E_p)$$

Source: IAC Chapter 61 - Water Quality Standards

PASS-THROUGH OF POLLUTANTS – CONVENTIONAL POLLUTANTS

The City of Huxley's Use of Public Sewer Ordinance is currently listed in Chapter 97 of the Code of Ordinances. A review of the ordinance generates a list of limitations on wastewater sent to the treatment facility. These limitations are listed below in Table 9.

Table 9		
Public Sewer Ordinance Limitations		
Headwork Limitations		
Constituent	Concentration	
Oil and Grease	100 mg/l	
Constituent	Minimum	Maximum
pH	5.5	9.5

Accordingly, based on the above analysis, the Headworks Limitation on the City's wastewater treatment facility is as shown below in Table 10.

Table 10		
Pass Through Pollutant – Conventional Pollutants		
Headwork Limitations		
Constituent	Headwork Limits	
Oil and Grease	100 mg/l	
	Min	Max
pH	5.5	9.5

SLUDGE CONTAMINATION

The City of Huxley presently applies stabilized sludge to agricultural land in accordance with Iowa Department of Natural Resources regulations, I.A.C. 567-67.1 (455B). The City sludge is presently classified as a Class II sludge and sludge constituent levels are not to exceed the following levels:

Arsenic	75 mg/kg
Cadmium	85 mg/kg
Copper	4,300 mg/kg
Lead	840 mg/kg
Mercury	57 mg/kg
Molybdenum	75 mg/kg
Nickel	420 mg/kg
Selenium	100 mg/kg
Zinc	7,500 mg/kg

If the above levels are exceeded in the City's sludge, the City would no longer meet the criteria for a Class II sewage sludge. The City of Huxley wishes to maintain the Class II sewage sludge classification and therefore intends to limit the sludge contaminants to the levels shown above. Since arsenic, cadmium, copper, lead, mercury, molybdenum, nickel and selenium were not detected, they have been eliminated from further analysis in this report.

Assuming that the sludge into the digesters is 80% volatile and a 50% reduction in volatiles is achieved in the digester, 40% of solids would be removed. This would result in solids mass out of the digester being 60% of the solids mass entering the digester.

Headwork limitations were calculated based on limiting the influent concentrations to a level that would result in sludge contaminant below the Class II standards. Sludge flow to the digesters is estimated to be approximately 15,000 gallons per day based on information from the City. Table 11 presents the zinc headwork limitation for sludge contamination.

Table 11 Class II Sludge Headwork Limitations			
Constituent	Class II Sludge Limits C_s, mg/kg	POTW Removal Efficiency E_p, %	Headwork Limits C* ppd
Zinc	7,500	79%	712

$$C^* = [Q_s \cdot C_s \cdot F / E_p] \times 8.34$$

where Q_s = Sludge Flow to Digesters 0.015 mgd

F = Solids Reduction Factor 0.60

Source: EPA Local Limits Guidance: Pretreatment Program

WORKERS SAFETY

In addition to protecting the environment, the City of Huxley has an obligation to protect its employees. Certain compounds discharged in sufficient levels can be flammable, explosive, corrosive or create toxic conditions. A review of the pollutants identified as being present or suspected to be present did not identify organic compounds which may cause injury at sufficient concentrations.

HEADWORK LIMITATIONS SUMMARY

Table 12 lists a summary of various headwork limitations based on the criteria previously discussed.

Table 12 Headwork Limitations Summary					
Constituent	Headwork Limits Nitrification mg/l	Headwork Limits Activated Sludge mg/l	Headwork Limits Water Quality Limitations mg/l	Headwork Limits Conventional Pollutants Pass-Through Min Max	Headwork Limits Class II Sludge
Oil and Grease	—	—	—	100 mg/l	—
pH				5.5 9.5	—
Zinc	0.381	0.411	1.024	—	712

For zinc, because the Headwork Limits – Class II Sludge category was determined as loadings in ppd, the other categories for zinc have likewise been converted to loadings in ppd for comparison. To convert all of the Headwork Limits for zinc into loadings in ppd, the design ADW flow of 0.42 MGD at the wastewater treatment facility used to convert the concentrations into loadings because it results in the lowest contribution from the domestic population, and therefore produces the most conservative limitations. The last column of Table 13 lists the most stringent limitation.

Table 13
Headwork Limitations Summary

Constituent	Headwork Limits Nitrification ppd	Headwork Limits Activated Sludge ppd	Headwork Limits Water Quality Limitations ppd	Headwork Limits Class II Sludge ppd	Most Stringent Limitation C_{Limit} ppd
Zinc	1.334	1.440	3.586	712	1.334

The values in Table 13 are used to determine limitations on industrial dischargers based on headwork limitations. Before an industrial discharger is allocated a portion of the headwork most stringent limitations, the domestic contribution must be identified. The domestic contribution can be determined from actual sampling or typical values from literature. The EPA produces literature to identify typical domestic contribution values. Table 14 presents typical domestic contributions assumed for this report.

Table 14
Typical Domestic Wastewater Levels

Constituent	Concentration, C_{Domestic} mg/l
Zinc	0.175

Source: U.S. EPA, 1987. "Guidance Manual on the Development and Implementation of Local Discharge Limitations Under the Pretreatment Program".

The total concentration (mg/l) of zinc that can be treated at the plant is a combination of domestic and industrial flow. The resulting total concentration (mg/l) will be a blending of domestic and industrial flow, each of which contributes a different flow rate. Subsequently, the concentrations of the domestic and industrial flows must be weighted by the amount of flow each source contributes. To do this, concentration levels will be converted to pounds per day. Once the domestic contribution of zinc has been converted to loadings in pounds per day, the available industrial loading can be calculated by taking the difference of the most stringent plant loading and the domestic contribution. The equation to translate the domestic contribution from concentrations (mg/l) to loadings (ppd) is:

$$L^* = Q^* \times C^* \times (8.34 \text{ lbs/gal})$$

where L^* = Loading, ppd with: L_{Domestic}
 C^* = Concentration, mg/l with: C_{Domestic}
 Q^* = Flow, MGD with: $Q_{\text{Domestic}} = 0.3798 \text{ mgd}$

The flow used to calculate the domestic contribution is the ADW flow minus the currently recorded industrial flow received from CMC (previously allocated industry) and minus the Maximum Daily Flow requested by Innovative Technologies. Table 15 shows the resulting loadings for zinc based on headwork limitations.

Table 15
Headwork Limitations Loadings Summary

Constituent	Most Stringent Headwork Limitation ppd	Typical Domestic Contribution ppd	Previously Allocated Industrial Loading	Resulting Headwork Limit for Industrial Contribution ppd
Zinc	1.334	0.554	0.31	0.470

CATEGORICAL PRETREATMENT STANDARDS VS. HEADWORK LIMITATIONS

Now that the most stringent headwork limitations have been calculated for the industrial user, those limits must be compared to the Categorical Pretreatment Standards to see which limits take precedent for each constituent. The Categorical Pretreatment Standards for a Metal Finishing Industrial User do not include limits for Oil and Grease and pH. Accordingly, for Oil and Grease and pH, the Headwork Limits determined will take precedence. The Categorical Pretreatment Standards' limit for Zinc, however, can be compared to those determined in Headwork Limits calculations. Since the Categorical Pretreatment Standards' limit is in concentration form (mg/l), the calculated Headworks Limit for Zinc must be converted back to concentration using the requested maximum daily flow from Innovative Technologies. The results of this calculation and comparison are shown below in Table 16.

Table 16
Headwork Limitations vs
Categorical Pretreatment Standard Limitation

Constituent	Most Stringent Headwork Limitation mg/l	Categorical Pretreatment Standard Limitation mg/l	Resulting Concentration Limit for Industrial Contribution mg/l
Zinc	282	1.48	1.48

$$C^* = L^* / (Q^* \times (8.34 \text{ lbs/gal}))$$

where C^* = Concentration, mg/l with: $C_{\text{Headworks Limit}}$

L^* = Loading, ppd with: $L_{\text{Headworks Limit}} = 0.470 \text{ ppd (remaining industrial limit)}$

Q^* = Flow, MGD with: $Q_{\text{Innovative Technologies}} = 0.0002 \text{ mgd}$

For this constituent, the Categorical Pretreatment Standard is more conservative and will apply in lieu of the Headwork Limits.

ANALYSIS OF POTENTIAL PRETREATMENT AGREEMENT

Based on the above discussions, Table 17 below lists the maximum concentrations and loadings of each known or expected pollutant that the City's wastewater treatment facility could receive versus the sampling results from Innovative Technologies.

Table 17
Maximum Available Limitations vs. Industrial Sampling Results

Constituent	Most Stringent Concentration Limitation	Maximum Sampling Result from Innovative Technologies
Oil and Grease	100 mg/l	69 mg/l
Zinc	1.48 mg/l	1.0 mg/l
pH	6 - 9	8.1 - 8.2

For the constituent of concern, Zinc, both of Innovative Technologies samples had concentrations below the more conservative monthly average limit from the Categorical Pretreatment Standards. Accordingly, it should not be an issue for Innovative Technologies to consistently be below 1.48 mg/l of Zinc with their discharge.

RECOMMENDATIONS

The City should enter into a Treatment Agreement between Innovative Technologies and the City of Huxley that would limit the oil and grease and pH of the industry's wastewater to the values listed in the City's current sewer ordinance (Chapter 97). The Treatment Agreement should also limit the Zinc in Innovative Technologies's wastewater to the maximum daily and average monthly limitations listed in the EPA's Categorical Pretreatment Standards. Based on effluent sampling submitted by Innovative Technologies, the industry should be able to meet these limits without modifying their current facility.

VEENSTRA & KIMM, INC.



Olivia M. Patton



IOWA DEPARTMENT OF NATURAL RESOURCES TREATMENT AGREEMENT FORM

DNR USE ONLY

NPDES NO.

IND. CONT. AGREEMENT NO.

REPLACES AGREEMENT NO.

NOTICE

A properly executed Treatment Agreement must be submitted by the industrial user not less than one hundred eighty (180) days before the new significant industrial user proposes to discharge into a wastewater disposal system. Any proposed expansion, production increase, or process modification that may result in any change to a previous Treatment Agreement requires execution of a new Treatment Agreement.

SIGNIFICANT INDUSTRIAL USER**SYSTEM RECEIVING WASTE**

NAME

Innovative Technologies

NAME

City of Huxley

MAILING ADDRESS

1545 Blue Sky Huxley, Iowa 50124

MAILING ADDRESS

515 N. Main Ave. Huxley, Iowa 50125

AUTHORIZED REPRESENTATIVE

Nick Skow

PHONE NO.

319-325-4468

AUTHORIZED REPRESENTATIVE

Jeff Peterson

PHONE NO.

515-597-2256

CERTIFICATION OF INDUSTRIAL USER

I am the duly authorized representative for the significant industrial user identified above and state that the proposed discharge to the system receiving waste identified above shall not exceed the quantities listed on page two of this form after:

EFFECTIVE DATE

December 21, 2018

I further assure that notice of any anticipated increase in pollutants contributed shall be given to the owner of the system identified above sufficiently in advance of such increase to allow this contributor to submit a new treatment agreement to the Department of Natural Resources no later than sixty days in advance of the increase or change.

TYPED OR PRINTED NAME

Nick Skow

TITLE

Owner and Founder

SIGNATURE

DATE

CERTIFICATION OF SYSTEM RECEIVING WASTE

I am the duly authorized representative for the facility owner named above and state that the owner agrees to accept the discharge described on page two from the contractor identified above, and **accepts** responsibility for providing treatment of the volume and quantities described on the reverse in accordance with the provisions of Chapter 455B, Code of Iowa, and the rules of the Department of Natural Resources. This agreement is conditioned on the industrial contributor complying with all applicable standards and requirements of the Department of Natural Resources and the United State Environmental Protection Agency. This agreement is entered for the purpose of identifying pollutants contributed and limiting the quantity contributed, and shall not otherwise be construed to affect local ordinances, sewer service agreements or fee systems entered into between the parties.

This agreement may be modified or terminated by the owner of the disposal system if additional pollutants or additional quantities or volumes of pollutants are contributed other than identified on the reverse, or because of any condition that requires either a temporary or permanent reduction or elimination of the accepted contribution.

TYPED OR PRINTED NAME

Craig Henry

TITLE

Mayor

SIGNATURE

DATE

[illegible]

**INSTRUCTIONS FOR COMPLETION OF PAGE 2****ITEM 1**

- A) Enter the industry's Standard Industrial Classification Code Number (SIC Code). The 1987 edition of the "Standard Industrial Classification Manual" contains SIC code numbers and their descriptions.
- B) Specify the principal product(s) or the principal raw material(s) and the maximum quantity produced or consumed in any day. Quantities are to be reported in units of measurement found in the table "Standard Units of Measurement by SIC Code" on the next page. Other industrial SIC categories not included in the table should be listed in units of measurement normally used by the industry.

ITEM 2 - Hourly Maximum is the maximum discharge during any single hour in the peak period of operation.

ITEM 6 - Describe all pretreatment of waste prior to discharge to municipal collection system.

ITEM 7 - Describe any occasional or intermittent discharge and include the frequency of discharges and the amount. Such discharges could upset a treatment plant because of the shock effect of a sudden change in influent loading.

ITEM 8 - Compatible Waste in Contribution means any waste parameter discharged that the receiving treatment works was designed to treat and does remove to a significant degree. Average is to represent the maximum 30-day average likely to occur in any year. Days when no discharge occurs should not be included in the average. Maximum is the maximum single-day contribution during a peak period of operation.

ITEM 9 - Incompatible Waste in Contribution means any waste not qualifying within the definition in Item 8. List all such waste parameters that are contributed in concentrations greater than that present in the raw water supply.

***NOTE:** A "Significant industrial user" means an industrial user of a publicly-owned treatment works (POTW) that meets any one of the following conditions:

1. Discharges an average of 25,000 gallons per day or more of process wastewater excluding sanitary, noncontact cooling and boiler blowdown wastewater;
2. Contributes a process waste stream which makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the POTW;
3. Is subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N; or
4. Is designated by the department as a significant industrial user on the basis that the contributing industry, either singly or in combination with other contributing industries, has a reasonable potential for adversely affecting the operation of or effluent quality from the POTW or for violating any pretreatment standards or requirements.

Upon a finding that an industrial user meeting the criteria in paragraph "1" or "2" of this definition has no reasonable potential for adversely affecting the operation of the POTW or for violating any pretreatment standard or requirement, the department may, at any time on its own initiative or in response to a request received from an industrial user or POTW, determine that an industrial user is not a significant industrial user.



TREATMENT AGREEMENT FORM

STANDARD UNITS OF MEASUREMENT BY SIC CODE

<u>SIC CODE</u>	<u>CODE</u>	<u>UNITS OF MEASUREMENT</u>	<u>INDUSTRY</u>
201; 2077	A-1	Pounds live weight killed (meatpacking in slaughterhouse or packinghouse; poultry processing)	Meat products
	A-2	Pound product (slaughtering & rendering; processing)	
	A-3	Pound raw material (rendering in offsite plant)	
202; 5143	B-1	1,000 lb. milk equivalent	Dairy products
2033; 2034; 2037; 2038	C-1	Ton raw material	Canned and preserved fruits and vegetables
204	D-1	1,000 bu. processed	Grain mill products
2061	E-1	Ton sugar cane processed	Raw cane sugar
2062	E-2	Ton raw sugar processed	Cane sugar refining
2063	E-3	Ton beets sliced	Beet sugar
2077		See SIC 201	
2084	F-1	Ton grapes pressed	Wine, brandy, and brandy spirits
	F-2	1,000 gallon wine (table wine for process season only)	
2085	F-3	1,000 bu. grain processed	Distilled liquor, except brandy
2086	F-4	1,000 standard cases	Bottled and canned soft drinks
2091; 2092	G-1	Ton raw material	Seafoods
22	H-1	1,000 lb. raw material	Textile mill products
	H-2	or 1,000 lb. product	
2421	I-1	1,000 fbm	Sawmills and planing mills
2435; 2436	I-2	1,000 ft ³ on three-eighths inch basis	Veneer and plywood
2491	I-3	1,000 ft ³ treated	Wood preserving
2492	I-4	1,000 ft ³ on three-fourths inch basis	Particle board
26	J-1	Ton product	Paper and allied products
2812; 2816; 2819	K-1	Ton product	Inorganic chemicals
2821; 2823; 2824; 2891; 3079	L-1	1,000 lb. product	Plastic material and synthetics industry
2822	M-1	1,000 lb. rubber produced	Synthetic rubber (vulcanizable elastomers)
283	N-1	1,000 lb. raw material	Drugs and pharmaceuticals
2481	O-1	1,000 lb. product	Soap and detergent
	O-2	or 1,000 gallon product	
2865; 2869	P-1	1,000 lb. product	Organic chemicals
2873; 2874; 2875	Q-1	1,000 ton product	Fertilizer industry
2879	R-1	1,000 lb. product	Agricultural chemicals and pesticides
2891		See SIC 2821	
2911	S-1	1,000 bbl. crude or partially refined feed stock (stream day)	Petroleum refining
3011; 3021; 3031; 3041; 3069	T-1	1,000 lb. raw material	Rubber products
3111	U-1	1,000 lb. green salted hides or pickled skins	Leather tanning and finishing
3211; 3231	V-1	1,000 ton product	Flat glass and glass products
	V-2	or 1,000 ft ² mirrored surface (for mirrored glass only)	made; purchased glass
3241	V-3	1,000 bbl. product	Hydraulic cement
327	V-4	1,000 ton product	Concrete, gypsum and plastic products
3292	V-5	1,000 ton asbestos used	Asbestos products
331	W-1	Ton dry coal	Coke making
	W-2	Ton hot metal	Blast furnaces
	W-3	Ton liquid steel	Steelworks
	W-4	Ton hot formed steel	Hot forming
	W-5	Ton processed steel	Rolling and finishing mills
332	W-6	Ton metal cast	Iron and steel foundries
333	X-1	1,000 lb. metal product	Primary smelting and refining of nonferrous metals
334	X-2	1,000 lb. metal product	Secondary smelting and refining of nonferrous metals
335	X-3	1,000 lb. metal processed	Rolling, drawing, and extruding of nonferrous metals
336	X-4	1,000 lb. metal cast	Nonferrous foundries
3465; 3711; 3714	Y-1	Unit production	Automobile manufacturing
	Y-2	or square feet	
4911; 4931	Z-1	1,000 MWh generated	Electric power services
4961	Z-1	1 million lb. steam produced	Steam supply

Building Permits

Permit #:	Date:	Permit Holder:	Site Location:	Valuation:	Description:
18-01	1/2/2018	Danye Henson	511 East First St Lot 102	\$5,000	Mobile Home
18-09	2/7/2018	Happe Homes	303 Northview Lane	\$290,570	New Construction
18-13	3/8/2018	Bella Homes	486 Bella Vista Ct	\$230,282	New Construction-Townhome
18-14	3/8/2018	Bella Homes	488 Bella Vista Ct	\$230,957	New Construction-Townhome
18-15	3/21/2018	Redwood Builders	921 Ballard Dr	\$209,307	New Construction
18-16	3/21/2018	Greenland Homes	609 E 4th St	\$217,043	New Construction
18-18	3/27/2018	Pro Commercial LLC	405 S Main Ave	\$250,000	Commercial Construction
18-19	3/28/2018	Claman Construction	309 Northview Lane	\$285,359	New Construction
18-20	3/30/2018	Classic Builders	913 Ballard Dr	\$231,232	New Construction
18-17	4/19/2018	Greenland Homes	607 E 4th St	\$181,359	New Construction
18-27	6/20/2018	Homes by Advantage	200 Larson Dr	\$153,974	Duplex
18-28	6/20/2018	Homes by Advantage	202 Larson Dr	\$155,203	Duplex
18-29	6/27/2018	Jeff Claman Construction	1117 Timberlane	\$340,909	New Construction
18-30	6/28/2018	Homes by Advantage	204 Larson Dr	\$153,974	Duplex
18-31	6/28/2018	Homes by Advantage	206 Larson Dr	\$155,203	Duplex
18-35	7/12/2018	Davies Homebuilders	821 Ballard Drive	\$285,995	New Construction
18-38	8/31/2018	Bella Homes	477 Bella Vista Ct	\$280,238	New Construction
18-39	8/31/2018	Bella Homes	481 Bella Vista Ct	\$237,160	New Construction
18-40	8/31/2018	Homes by Advantage	932 Ballard Dr	\$218,168	New Construction
18-43	9/14/2018	Redwood Builders	925 Ballard Drive	\$214,267	New Construction
18-47	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 1 & 2	\$240,081	Bi-Attached Condos
18-48	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 3 & 4	\$240,081	Bi-Attached Condos
18-49	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 5 & 6	\$240,081	Bi-Attached Condos
18-50	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 7 & 8	\$240,081	Bi-Attached Condos
18-51	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 9 & 10	\$240,081	Bi-Attached Condos
18-52	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 11 & 12	\$240,081	Bi-Attached Condos
18-53	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 13 & 14	\$240,081	Bi-Attached Condos
18-54	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 15 & 16	\$240,081	Bi-Attached Condos
18-55	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 17 & 18	\$240,081	Bi-Attached Condos
18-56	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 19 & 20	\$240,081	Bi-Attached Condos
18-57	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 21 & 22	\$240,081	Bi-Attached Condos
18-58	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 23 & 24	\$240,081	Bi-Attached Condos
18-59	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 25 & 26	\$240,081	Bi-Attached Condos

Building Permits

18-60	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 27 & 28	\$240,081	Bi-Attached Condos
18-61	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 29 & 30	\$240,081	Bi-Attached Condos
18-62	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 31 & 32	\$240,081	Bi-Attached Condos
18-63	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 33 & 34	\$240,081	Bi-Attached Condos
18-64	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 35 & 36	\$240,081	Bi-Attached Condos
18-65	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 37 & 38	\$240,081	Bi-Attached Condos
18-66	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 39 & 40	\$240,081	Bi-Attached Condos
18-67	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 41 & 42	\$240,081	Bi-Attached Condos
18-68	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 43 & 44	\$240,081	Bi-Attached Condos
18-69	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 45 & 46	\$240,081	Bi-Attached Condos
18-70	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 47 & 48	\$240,081	Bi-Attached Condos
18-71	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 49 & 50	\$240,081	Bi-Attached Condos
18-72	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 51 & 52	\$240,081	Bi-Attached Condos
18-73	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 53 & 54	\$240,081	Bi-Attached Condos
18-74	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 55 & 56	\$240,081	Bi-Attached Condos
18-75	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 57 & 58	\$240,081	Bi-Attached Condos
18-76	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 59 & 60	\$240,081	Bi-Attached Condos
18-77	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 61 & 62	\$240,081	Bi-Attached Condos
18-78	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 63 & 64	\$240,081	Bi-Attached Condos
18-79	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 65 & 66	\$240,081	Bi-Attached Condos
18-80	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 67 & 68	\$240,081	Bi-Attached Condos
18-81	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 69 & 70	\$240,081	Bi-Attached Condos
18-82	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 71 & 72	\$240,081	Bi-Attached Condos
18-83	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 73 & 74	\$240,081	Bi-Attached Condos
18-84	9/28/2018	Little Kading Construction Co	100 Deerwood Drive Units 75 & 76	\$240,081	Bi-Attached Condos
18-88	10/25/2018	Bella Homes	117 Iron Drive	\$338,039	New Construction
18-89	11/2/2018	Claman Construction	311 Northview Lane	\$304,930	New Construction
18-90	11/2/2018	Homes by Advantage	497 Bella Vista Ct	\$292,090	New Construction
18-91	11/2/2018	Homes by Advantage	904 Ballard Drive	\$261,796	New Construction
18-92	11/5/2018	Bella Homes	102 Iron Drive	\$523,620	New Construction
18-93	11/13/18	Bella Homes	113 Iron Drive	\$639,089	New Construction
18-94	11/13/18	Bella Homes	489 Bella Vista Ct	\$276,949	New Construction
18-95	11/13/18	Bella Homes	491 Bella Vista Ct	\$283,222	New Construction
18-97	11/29/18	Stolte Construction	1101 Ridgeway Dr	\$266,472	New Construction

Building Permits

18-99	12/13/18	Homes by Advantage	920 Ballard Dr	\$308,502	New Construction
			Total Valuation	\$16,943,987	
			Single Family	22	
			Commercial	1	
			Industrial	0	
			Mobile Homes	1	
			Multi Family Units	44	
			Total Permits:	68	

Home Improvement Permits

Permit #:	Date:	Permit Holder:	Site Location:	Type of Permit:	Valuation:
18-02	1/3/2018	Joe Reimers	612 Meadow Brook Pl	Basement Finish	\$9,985
18-03	1/3/2018	Scott Sommers	425 West Centennial	Basement Finish	\$14,619
18-04	1/12/2018	Homes by Advantage	815 Ballard Drive	Basement Bathroom & Sink in Laundry Room	\$1,044
18-05	1/16/2018	Estate of Martha	309 East Fifth St	2 egress windows	\$500
18-06	1/23/2018	Begg Construction	711 N 5th Ave	Basement Finish	\$15,116
18-07	1/25/2018	Homes by Advantage	1009 Ballard Drive	Basement Finish	\$24,286
18-08	2/6/2018	Tyler Sparks	310 Northview Lane	Basement Finish	\$21,978
18-10	2/7/2018	Homes by Advantage	196 Larson Drive	Basement Finish	\$12,842
18-11	2/22/2018	Brett Sink	523 E 2nd St	Basement Finish	\$10,621
	2/27/2018	Todd Nelson	917 Ballard Dr.	Fence	
	2/27/2018	Dustin King	105 Circle Dr	Fence	
18-12	3/7/2018	Vince Driscoll	501 Meadow Brook Pl	Basement Finish	\$14,361
	4/3/2018	Chris Sparks	818 Ballard Dr	Fence	
	4/4/2018	Matt Pacha	515 Meadow Brook Pl	Fence	
	4/9/2018	Craig Bumgarner	611 Meadow Brook Pl	Fence	
18-21	4/9/2018	Adam Jablonski	1217 Sand Cherry	\$13,519	Garage
	4/10/2018	Ballard Community School	701 Ballrd Dr	Fence	
	4/12/2018	Randall Jutting	514 Preston Dr	Deck	
18-22	4/23/2018	Gabe/Shannon Greco	214 Centennial	Basement Finish	\$21,103
18-23	4/23/2018	Lynda Madison	534 E 2nd St	Roof over deck/screened room	\$1,885
	4/23/2018	Matt Massaro	522 E 3rd St	Deck	
18-24	4/26/2018	Kreg Enterprises Inc	201 Campus Dr	Interior remodel	\$73,839
	4/30/2018	Trinity UMC (Parsonage)	530 Preston Dr	Fence	
18-25	5/3/2018	Soash	514 N 2nd Ave	Egress Window	\$500
	5/3/2018	Huber Fencing	103 Lynwood	Fence	
	5/3/2018	Huber Fencing	504 North Second	Fence	
	5/3/2018	Morris Larson	522 East Second	Fence	
	5/3/2018	Mitchell Keopping	499 Meadow Brook Pl	Fence	
	5/4/2018	Huber Fencing	514 Larson	Fence	
	5/7/2018	Jessica Soash	514 N 2nd Ave	Deck	
	5/7/2018	Matt Sobotka	519 E 3rd St	Fence	
18-26	5/11/2018	David & Mary Halverson	507 Preston Dr	Garage	\$13,519

Home Improvement Permits

5/14/2018	Mitch McDermott	505 Meadow Brook Pl	Fence	
5/18/2018	Dean Metzger	815 Ballard Drive	Fence	
5/18/2018	Terrance Henson	511 E 1st Lot 102	Deck	
5/18/2018	Angela Johnson	515 E 5th St	Deck	
5/21/2018	Nathan Boock	511 East Fifth st	Shed	
5/21/2018	Nathan Boock	511 East Fifth st	Fence	
5/23/2018	John Gibson	604 Meadow Brook Pl	Fence	
5/28/2018	Tristan Holden	511 East First St Lot 40	Deck	
5/28/2018	Kolin Raub	615 Maple Dr	Fence	
5/28/2018	Lisa Fulkerson	205 Northpark Blvd	Fence	
5/31/2018	Jon Ersland	608 Parkridge Ave	Deck	
6/4/2018	Dilok Phanchantraurai	1111 Northview Lane	Fence	
6/15/2018	Ashley Argueta	417 West Centennial	Fence	
6/19/2019	Ski Harvey	303 Centennial Dr	Deck	
6/21/2018	Brian Marlatt	500 Larson Dr	Fence	
7/2/2018	John & Kristi Uselding	1306 Sand Cherry Lane	Detached Garage	\$13,519
7/3/2018	Jim & Debbie Landuyt	1000 Northpark Blvd	Fence	
7/3/2018	Charles Dalton	404 North Central Ave	Deck	
7/9/2018	Woodruff Construction LLC	1545 Blue Sky Blvd	Pole Barn	\$151,450
7/9/2018	Nic and Melanie Hermann	1204 Sand Cherry Lane	Inground pool, fence, pool house	\$56,500
7/20/2018	Paulino Yor	518 E 2nd St	Fence	
7/24/2018	Teela Wilmes	510 Prairie Ridge Dr	Shed	
7/25/2018	Jeremy Hiatt	607 Meadow Brook Pl	Fence	
8/1/2018	Dax Clark	807 Pine Valley Dr	Deck	
8/3/2018	Shirley Crippen	316 Larson Drive	Fence	
8/14/2018	Jared Lemaster	305 Centennial Drive	Fence	
8/20/2018	Rich Percy	109 Majestic Oak Circle	Cement wall & ceiling in basement	
8/21/2018	Clifford & Amanda DeMaris	428 West Centennial	Basement Finish	
9/11/2018	Hundred Wood Acre LLC	105/107 South Main Ave	Renovation (Brew Pub & Bakery)	
9/12/2018	Doug & Mike Schonhorst	107 N US Hwy 69	Light Remodel	\$31,108
9/17/2018	Corey Munson	107 Majestic Oak Circle	Fence	
9/17/2018	Darrell McDonald	1110 Ridgetop Dr	Basement Finish	\$17,026
9/17/2018	Dave Mikkelsen	709 Maple Dr	Shed	
9/21/2018	Jennifer Krohn	809 Pine Valley Drive	Fence	

Home Improvement Permits

18-46	9/25/2018	Sunroom Escapes	516 Larson Drive	Sunroom & Deck	\$4,912
18-85	10/1/2018	Mike Orgler	402 E 3rd St	Garage	
	10/1/2018	Mike Orgler	402 E 3rd St	Fence	
	10/5/2018	Ross Lippincott	1103 Ridgewood Dr	Fence	
	10/9/2018	Kevin Rahner	224 Northpark Blvd	Deck	
	10/10/2018	Andrew Uher	300 Northpark Blvd	Fence	
18-86	10/18/2018	Randy Gummert	1222 Sand Cherry Lane	Garage Addition	
18-87	10/18/2018	Homes by Advantage	901 Ballard Drive	Partial Basement Finish	
	11/6/2018	Nathan Jensen	407 East Third St	Fence	
18-96	11/13/2018	Tim Loyachan	1102 Northwood Circle	Partial Basement Finish	\$30,019
18-98	12/3/2018	Jesse & Dani Sommerfeld	424 West Centennial	Basement Finish	\$36,554
18-100	12/14/2018	Benjamin Wright	1101 Northwood Circle	Basement bedroom addition	\$5,013
18-101	12/21/2018	Nicole DeArmour	921 Ballard	Basement Finish	\$33,033
	12/21/2018	Brandon Pitts	819 Ballard Drive	Fence	
18-102	12/31/2018	Monsanto	1551 Highway 210	Remodel of 2 restrooms	\$3,790
Total Valuation:					\$619,122

Trade Permits

Month:	Permit Holder:	Site Location:	Type of Permit:
JAN	Nelson Electric	612 Meadow Brook Pl	Existing Electrical
JAN	Eilers Electric	196 Larson Dr	Electric--All Other & Temporary Electric Service
JAN	Eilers Electric	198 Larson Dr	Electric--All Other
JAN	Service Legends	609 Parkridge Ave	Existing Mechanical
JAN	Neighbors	516 E 1st St	Mechanical
JAN	Kohles & Bach	497 Meadow Brook Pl	Mechanical
JAN	Aspen Aire	497 Meadow Brook Pl	Mechanical
JAN	Kline Electric	305 Northview Lane	Electric--All Other
JAN	Continental Fire Sprinkler Company	1500 Blue Sky Blvd	Plumbing
JAN	Kurrent Electric	475 Bella Vista Ct	Electric--All Other
JAN	Knight Electric	303 Northview Lane	Electric--All Other & Temporary Electric Service
JAN	ACME Contracting	505 W Centennial	Plumbing
FEB	Aspen Aire	507 Meadow Brook Pl	Mechanical
FEB	Aspen Aire	498 Meadow Brook Pl	Mechanical
FEB	One Hour H&A	815 Ashwood	Existing Mechanical
FEB	Aspen Aire	196 Larson Dr	Mechanical
FEB	Service Legends	701 Maple	Existing Mechanical
FEB	Bussanmas Heating & Cooling	610 E 4th Street	Mechanical
FEB	Selvage Plumbing	303 Northview Lane	Plumbing
FEB	Aspen Aire	905 Ballard Dr	Mechanical
FEB	Aspen Aire	198 Larson Dr	Mechanical
FEB	Wyckoff Heating & Cooling	1116 Ridgetop Dr	Mechanical
FEB	Ames Heating & Cooling	475 Bella Vista Ct	Mechanical
MAR	Tesdell Electric	609 E 4th St	Temporary Electric Service & Electric All Other
MAR	Tesdell Electric	607 E 4th St	Temporary Electric Service & Electric All Other
MAR	Harvest Heating & Cooling	401 Campus Dr	Existing Mechanical
MAR	Terry's Electric	711 N 5th Ave	Electric--All Other
MAR	Wyckoff Heating & Cooling	1116 Ridgetop Dr	Mechanical
MAR	Kline Electric	501 Meadow Brook Pl	Electric--All Other
MAR	Kurrent Electric	101 Iron Drive	Mechanical
MAR	Ames Heating & Cooling	475 Bella Vista Ct	Electric--All Other
MAR	Continental Fire Sprinkler Company	1545 Blue Sky Blvd	Electric--All Other
MAR	Neighbors	313 West Third	Plumbing
MAR			Existing Plumbing

Trade Permits

MAR	Service Legends	520 E 5th St	Existing Mechanical
MAR	Bussanmas Heating & Cooling	303 Northview Lane	Mechanical
MAR	Premier Plumbing	501 Meadow Brook Pl	Existing Plumbing
MAR	Royal Plumbing	921 Ballard	Plumbing
MAR	Kline Electric	921 Ballard	Temporary Electric Service & Electric All Other
MAR	Premier Plumbing	486 Bella Vista Ct	Plumbing
MAR	Premier Plumbing	488 Bella Vista Ct	Plumbing
MAR	Kline Electric	913 Ballard Dr	Temporary Electric Service & Electric All Other
APR	Kline Electric	309 Northview Ln	Temporary Electric Service & Electric All Other
APR	Royal Plumbing	913 Ballard Dr	Plumbing
APR	Cook Plumbing Corp.	609 E. 4th St.	Plumbing
APR	Bussanmas Heating & Cooling	921 Ballard Dr.	Mechanical
APR	Converse Conditioned Air	1545 Blue Sky Blvd	Plumbing & Mechanical
APR	Bussanmas Heating & Cooling	921 Ballard Dr.	Mechanical
APR	DDM Electric	214 Centennial Dr	Existing Electrical
APR	HT Plumbing	214 Centennial Dr	Existing Plumbing
APR	Kurrent Electric	486 Bella Vista Ct	Temporary Electric Service
APR	Aspen Aire	901 Ballard Dr	Mechanical
APR	Premier Plumbing	120 Centennial Drive	Plumbing
APR	Aspen Aire	901 Ballard Dr	Mechanical
APR	HT Plumbing	107 S Main Ave	Plumbing
APR	HT Plumbing	610 Meadow Brook Pl	Existing Plumbing
APR	Aspen Aire	819 Ballard	Mechanical
MAY	HT Plumbing	107 South Main Ave	Plumbing
MAY	Lazer Electric & Plumbing	515 Preston	Existing Electrical
MAY	Cook Plumbing	607 E 4th St	Plumbing
MAY	Barry Schmidt	107 S Main Ave	Electric--All Other
MAY	Lazer Electric & Plumbing	330 West Third Street	Existing Plumbing
MAY	Bussanmas Heating & Cooling	913 Ballard Dr	Mechanical
MAY	Comfort Systems USA	302 Campus Dr	Mechanical/Existing Plumbing
MAY	Ballard Heating & Cooling	303 East Fifth St	Existing Mechanical
MAY	Air Con Mechanical	1501 Blue Sky Blvd	Mechanical
MAY	NAI	302 Campus Dr	Electric--All Other
MAY	Kurrent Electric	480 Bella Vista Ct	Electric--All Other

Trade Permits

MAY	Harvest Heating & Cooling	107 S Main Ave	Existing Mechanical
MAY	NAI	302 Campus Dr	Electric--All Other Mechanical
MAY	Aspen Aire	609 E 4th St	Existing Mechanical
MAY	One Hour H&A	106 3rd Ave	Existing Mechanical
MAY	Service Legends	503 E 5th Lot 12	Plumbing
MAY	Cable Plumbing	309 Northview Ln	Existing Mechanical
MAY	One Hour H&A	515 E 5th St	Mechanical
JUNE	Kohles & Bach	609 E 4th St	Existing Mechanical
JUNE	Neighbors	809 Hickory	Electric--All Other
JUNE	Eilers Electric	200 Larson	Electric --All Other / Temporary Electric
JUNE	Eilers Electric	202 Larson	
JUNE	Neighbors	607 Timberlane	
JUNE	Kurrent Electric	103 Iron Drive	Existing Mechanical
JUNE	Heartland Heating & Cooling	309 Northview Ln	Temporary Electric Service Mechanical
JUNE	Neighbors	302 N 4th Ave	Existing Mechanical
JUNE	Action Electric	1217 Sandcherry Ln	Electric--All Other
JUNE	HT Plumbing	1117 Timberlane	Plumbing
JUNE	NAI	1545 Blue Sky Blvd	Electric--All Other
JUNE	Baldus Electric	107 East Third St	Existing Electrical
JUNE	Kohles & Bach	609 East 4th St	Mechanical
JULY	Greg Wirth Electric	530 Preston Dr	Electric--All Other
JULY	Kline Electric	1117 Timberlane	Temporary Electric & Electric All Other
JULY	All Pro Plumbing	405 S Main	Plumbing
JULY	Neighbors	406 East First St	Existing Plumbing
JULY	DDS Plumbing	107 S Main Ave	Plumbing
JULY	Royal Plumbing	200 Larson Dr	Plumbing
JULY	Royal Plumbing	204 Larson Dr	Plumbing
JULY	Royal Plumbing	202 Larson Dr	Plumbing
JULY	Royal Plumbing	206 Larson Dr	Plumbing
JULY	Knight Electric	821 Ballard Dr	Temporary Electric Service & Electric All Other
JULY	Todd White	1204 Sand Cherry Lane	Plumbing
JULY	Selvage Plumbing	821 Ballard Dr	Plumbing
August	KAAS Electric	1204 Sand Cherry Lane	Electric--All Other
August	Kurrent Electric	486 Bella Vista Ct	Electric--All Other

Utility Report

November	2018					
	Water Service:	Sewer Service:	Water Consumption (gallons):	Amount Billed (Water):	Sewer Consumption (gallons):	Amount Billed (Sewer):
Commercial	86	84	494,100	\$3,656.66	585,000	\$4,942.90
Schools	4	3	283,000	\$1,327.95	283,000	\$1,334.35
Rural	68	6	290,700	\$3,349.97	29,400	\$421.40
No Charge	20	14	1,029,400	\$0.00	780,000	\$0.00
Residential	1,499	1,492	4,299,024	\$44,641.21	4,270,724	\$56,015.82
Second Meter	131	n/a	3,900	\$413.12	n/a	n/a
Master Meters	12	n/a	283,800	\$0.00	n/a	n/a
Wells	2	n/a	8,196,000	\$0.00	n/a	n/a
TOTAL:	1,822	1,599	14,879,924	\$53,388.91	5,948,124	\$62,714.47

	Water:	Sewer:	
Total Billed Consumption (gallons):	5,370,724	5,168,124	TOTAL:
Total Billed:	\$53,388.91	\$62,714.47	\$116,103.38

November	2017					
	Water Service:	Sewer Service:	Water Consumption (gallons):	Amount Billed (Water):	Sewer Consumption (gallons):	Amount Billed (Sewer):
Commercial	85	87	352,900	\$2,979.04	432,900	\$4,194.05
Schools	3	4	146,900	\$722.31	146,900	\$4,194.05
Rural	68	6	284,800	\$3,308.08	28,900	\$418.04
No Charge	20	14	975,600	\$0.00	772,600	\$0.00
Residential	1,453	1,449	4,625,693	\$45,338.00	4,613,693	\$56,513.68
Second Meter	121	n/a	5,800	\$391.87	n/a	n/a
Master Meters	14	n/a	8,075,900	\$0.00	n/a	n/a
TOTAL:	1,764	1,560	14,467,593	\$52,739.30	5,994,993	\$65,319.82

	Water:	Sewer:	
Total Billed Consumption (gallons):	5,416,093	5,222,393	TOTAL:
Total Billed:	\$52,739.30	\$65,319.82	\$118,059.12

Key:

Schools: Bus Barn, Middle School, Athletic Field, High School
 Rural: includes Deer Creek and East First Street (across from water plant)
 No Charge: City Hall, Fire Station, city flushing, Nord Kalsem, Trinity Methodist Church, master meters, bike trail, etc.
 Master Meters: Deer Creek & 11 rural

CONSENT AGENDA

Huxley City Council Minutes

Tuesday, December 18, 2018

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

COUNCIL MEETING: The Huxley City Council met in a regular council meeting on the above date pursuant to rules of the council, notice posted at City Hall, posted on website and emailed to news media. Mayor Pro Tem Kuhn called the meeting to order at 6:02 pm.

COUNCIL MEMBERS PRESENT: Peterson, Roberts, Kuhn, Jensen – via telephone; absent - Mulder

CITY STAFF PRESENT: John Haldeman-City Administrator, Jolene Lettow-City Clerk, Jeff Peterson-Public Works Director, Kevin Deaton-Asst. Fire Chief, Gerry Stoll-Police Chief, Cathy Van Maanen – Library Director

CONSULTANTS PRESENT: Forrest Aldrich - city engineer, Amy Beattie – city attorney

GUESTS PRESENT: John Kallen, David Edwards, Steve Domino, Ethan Hokel, John Knapp, Roger Wheeler, Andrew Gogerty, Lisa Wheeler, Corey Kautz

PRESENTATION: Presentation was provided by representatives from AutoMed, an agri-tech distributor of livestock medication systems. The firm will set up shop in the Blue Sky Commons business park.

Roger Wheeler, Century 21 realtor, addressed council regarding preliminary development plans for 150 acres on northwest corner of city. Conceptual drawings could be presented to Planning and Zoning Committee by first of new year. Mr. Wheeler also mentioned discussion taking place for property owned by school district i.e. two properties on Main Avenue and bus barn and the potential possibility for a city maintenance facility. Ethan Hokel, Century 21 representative, stated the final lot in Industrial Park was going to be sold and looking at possibility of adding an additional plat to area.

PUBLIC HEARINGS:

Proposed Development Agreement not to exceed \$34,000 with Pacific Drywall Corporation (Lot 6, Huxley Business Park). Mayor Pro Tem opened meeting at 6:14pm. There being no discussion there was motion by Peterson, second by Roberts to close hearing at 6:16pm.

Proposed Development Agreement not to exceed \$137,000 with Mr. Storage LLP (Lot 5 & 7, Huxley Business Park). Mayor Pro Tem opened meeting at 6:17pm. There being no discussion there was motion by Peterson, second by Roberts to close hearing at 6:18pm.

Proposed Development Agreement not to exceed \$56,000 with Landscape by Design (Lot 11, Huxley Business Park). Mayor Pro Tem opened meeting at 6:18pm. There being no discussion there was motion by Peterson, second by Roberts to close hearing at 6:19pm.

Proposed Amendment to the Huxley Urban Renewal Plan. Plan to include undertaking of renewal projects in Urban Renewal Area. Mayor Pro Tem opened meeting at 6:19pm. There being no discussion there was a motion made by Peterson, second by Roberts to close hearing at 6:20pm.

CONSENT AGENDA:

MOTION- Roberts, Second - Peterson to approve all agenda items as listed:

- December 4, 2018 Regular Council Meeting and Worksession minutes
- Financial Reports and Payment of Bills
- Approve Beer, Wine and Liquor Licenses
- Approve Solid Waste Hauling Permits
- Approve Resolution No 18-121 to Fix a Date for a Public Hearing to Consider the Sale of Lot 9 in Huxley Development Corporation Plat 3 in Huxley, Story County, Iowa to Joe Jensen d/b/a Iowa Earth

- Approve Resolution No. 18-122 to Fix a Date for a Public Hearing to Consider the Sale of Lot 10 in Huxley Development Corporation Plat 3 in Huxley, Story County, Iowa to Joe Jensen d/b/a Iowa Earth. Council to review covenants for development regarding outside storage.

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

Claims:

ALLIANT ENERGY	GAS AND ELECTRIC	10,086.38
AMES A-1 LOCKSMITHS	LOCKS CHANGED AT FIRE STATION	53.75
ANKENY SANITATION	WASTEWATER TREATMENT PLANT	229.57
BLUE SKY, LLC	BUILDING PERMIT DEPOSIT REFUND	500.00
BRICK GENTRY P.C.	HDC	4,360.00
BUD'S AUTO REPAIR INC	VEHICLE REPAIR	17.89
CARDMEMBER SERVICE	SEE ATTACHED	4,054.20
CASEY'S GENERAL STORES INC	GASOLINE	1,090.04
CENTRAL STATES BANK & ROGE	CENTRAL STATES BANK & ROGER WH	22,170.28
CHITTY GARBAGE SERVICE INC	FIRE DEPT TRASH PICKUP	52.71
CONSUMERS ENERGY	GAS AND ELECTRIC	10,023.14
COUNTRY LANDSCAPES INC.	TREE SALES	2,682.00
CULLIGAN WATER CONDITIONIN	CARBON BLOCKS & LABOR	142.44
DICKSON & LUANN JENSEN	DICKSON & LUANN JENSEN	200,547.65
DOOR & FENCE STORE INC.	REPAIR DOOR AT FIRE STATION	132.00
ELECTRIC WHOLESALE CO.	PHOTO EYE PURCHASED THEN RETUR	16.02
ERICA TAPP	UTILITY DEP REF.-COUNTY ADDRES	125.00
FALLER, KINCHELOE & CO, PL	AUDIT COMPLETION & ANNUAL REPO	6,350.00
FAREWAY STORES, INC.	FAREWAY STORES, INC.	16,774.11
GALLS, LLC- DBA CARPENTER	RETURN	97.58
HARRISON TRUCK CENTERS	CONTROL CABLE FOR SWEEPER	19.13
HAWKINS, INC.	CHEMICALS FOR WATER TREATMENT	1,523.00
HEARTLAND CO-OP	CHEMICALS	2.66
HOKEL MACHINE SUPPLY	OXYGEN	105.52
HUXLEY COMMUNICATIONS COOP	PHONE, CABLE, INTERNET	1,740.51
IMAGE TREND	EMS FIELD SITE LICENSE FEE	618.00
INTEGRATED PRINT SOLUTIONS	PUBLIC WORKS WINTER GEAR	826.00
INTERNAL REVENUE SERVICE	FED WITHHOLDING TAX	11,377.17
IOWA AAU	FEE TO HOST TOURNAMENTS	50.00
IOWA DOT	GLOVES, TRASH BAGS, PAPER TOWE	97.90
IOWA IRRIGATION	IOWA IRRIGATION	1,634.29
IOWA ONE CALL	EMAIL LOCATES	47.70
IPERS	IPERS	1,551.36
JEREMY J. ARENDS	NOVEMBER TREASURER'S REPORT	80.00
KEMPKER'S TRUE VALUE AND R	SEE ATTACHED	374.39
LOWE'S	SHEATHING AND WASHERS	113.03
MAGUIRE IRON INC.	INTERNAL CLEAN & INSPECT TOWER	4,317.50
MARCO, INC.	PD MAINTENANCE COPIER CONTRACT	628.23
MEADOW LANE INVESTMENTS, L	MEADOW LANE INVESTMENTS, LLC	18,071.14
MID-IOWA OCCUPATIONAL TEST	PRE-EMPLOYMENT DRUG TEST	55.00
MIDWEST BREATHING AIR SYST	QUARTERLY AIR TEST	174.75
MR. STORAGE, LLC	MR. STORAGE, LLC	5,909.07
MUNICIPAL PIPE TOOL CO., L	JETTING SANITARY & STORM SEWER	13,201.80
MUNICIPAL SUPPLY	RETURN	1,729.86
NEW CENTURY FS INC	DIESEL FUEL	1,116.76
NICKOLAY CONSULTING, LLC	MONTHLY IT SUPPORT	342.50
PEPSI-COLA	VENDING PRODUCT	424.19
QUALITYONE COMMERCIAL CLEA	DECEMBER JANITORIAL	2,134.00
REESE ELECTRIC	BALL BEARING MOTOR & BEARINGS	53.60
RYAN JOHNSON	CIRL REFUND	99.00
SAFE BUILDING COMPLIANCE &	BUILDING INSPECTIONS	10,908.08
SHANNON DANNER	REFUND FOR AAU VOLLEYBALL	150.00
SOUTH STORY BANK & TRUST	SOUTH STORY BANK & TRUST	23,724.61
STA-RITE TRANSMISSIONS	REPAIRS ON '95 F150	60.90
STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	418.54
STORY COUNTY RECORDER	NOVEMBER RECORDINGS	197.00
TASC	FLEX BENEFIT PLANS	512.46
TREASURER, STATE OF IOWA	STATE WITHHOLDING	392.00
USA BLUEBOOK	DANGER AND CAUTION SIGNS	37.11
VEENSTRA & KIMM, INC.	MR. STORAGE 2 SITE PLAN	10,697.50
VERIZON WIRELESS	AMBULANCE CELL PHONES	167.86
VISIONBANK	VISIONBANK	4,895.28
VITZTHUM, KEITH	REIMBURSEMENT FOR WORK BOOTS	198.74
WINDSTREAM IOWA COMMUNICAT	DISPATCH PHONE	71.08
ZIEGLER INC	PARTS FOR SKIDLOADER, FILTERS	604.64

Fund Totals

001	GENERAL FUND	37,226.85
002	LIBRARY	2,951.12
003	RECREATION	2,736.93
004	FIRE AND RESCUE	1,370.04
014	AMBULANCE	2,726.01
110	STREET	9,536.87
125	TIF	293,726.43

340	TRAIL PAVING	6,775.00
600	WATER UTILITY	15,812.07
610	SEWER UTILITY	26,206.40
	PAYROLL/MISC	<u>56,611.50</u>
	GRAND TOTAL	457,659.22

Motion – Roberts, second – Peterson on Resolution No. 18-110 to Adopt an Infrastructure Investment Policy in the City of Huxley, Iowa. Councilman Peterson expressed concern with city committing to 100% of infrastructure costs. Roll Call: Kuhn, Roberts, Peterson voted yes; Jensen abstained. Motion carried.

Motion – Peterson, second – Roberts on Third Reading of Ordinance No. 488 to Amend the Code of Ordinances by Adding Chapter 142, Mailboxes. Roll Call: Roberts, Peterson, Jensen, Kuhn voted yes. Motion carried.

Motion – Peterson, second – Roberts on First Reading of Ordinance No. 491 to Amend Chapter 157, Construction Start Times of the Municipal Code of the City of Huxley, Iowa. Roll Call: Peterson, Roberts, Kuhn, Jensen voted yes. Motion carried.

Motion – Peterson, second – Roberts to Waive Second and Third Readings of Ordinance 491. Roll Call: Peterson, Roberts, Kuhn, Jensen voted yes. Motion carried.

Motion – Peterson, second – Roberts on Resolution No. 18-112 to Approve Hiring of Two Part-Time Police Officers. Roll Call: Peterson, Roberts, Kuhn, Jensen voted yes. Motion carried.

Motion – Roberts, second – Peterson on Ordinance 490 to Amend Code of Ordinances, Chapter 41, Public Health and Safety. Roll Call: Roberts, Kuhn voted yes; Peterson, Jensen voted no. Motion failed.

Motion – Roberts, second – Kuhn on Resolution No. 18-113 to Approve 2019 Job Descriptions. Roll Call: Peterson, Roberts, Kuhn, Jensen voted yes. Motion carried.

Motion – Roberts, second – Peterson on Resolution No. 18-114 to Approve Changes to Employee's Manual for 2019. Minimal language changes and there will no longer be probation periods for new employees. Roll Call: Peterson, Roberts, Kuhn, Jensen voted yes. Motion carried.

Motion – Peterson, second – Jensen on Resolution No. 18-115 to Approve Development Agreement with Pacific Drywall Corporation, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues. Roll Call: Peterson, Roberts, Kuhn, Jensen voted yes. Motion carried.

Motion – Roberts, second – Peterson on Resolution No. 18-116 to Approve Development Agreement with Mr. Storage LLP, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues. Roll Call: Peterson, Roberts, Kuhn, Jensen voted yes. Motion carried.

Motion – Peterson, second – Jensen on Resolution No. 18-117 to Approve Development Agreement with Landscape by Design, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues. Roll Call: Peterson, Roberts, Kuhn, Jensen voted yes. Motion carried.

Motion – Roberts, second – Peterson on Resolution No. 18-120 to Declare Necessity and Establish an Urban Renewal Plan Amendment, Pursuant to Section 403.4 of the Code of Iowa. Roll Call: Peterson, Roberts, Kuhn, Jensen voted yes. Motion carried.

Miscellaneous

- ☒ Police Chief held holiday party to thank police officers.
- Asst. Fire Chief thanked council that attended house fire training.
- City engineer, Forrest Aldrich, told council that another grant had been submitted for trail paving project. Also reported to council that a portion of trail, between Highway 69 and Main Avenue, is not in easement.
- City administrator, John Haldeman, told council there was a staff luncheon on December 21.
- Cathy Van Maanen, library director, reported the library's FY20 budget had been approved by library board.
- ☒ Councilman Roberts stated she would work on improving communication between staff and council.

- Councilman Jensen asked status of Greenland Homes and possible development agreement. Also asked that development agreements for AutoMed and Fenceline be placed as discussion items at next work session.

Motion – Roberts, second Peterson to hold a closed session in accordance with Iowa Code Section 21.5(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase/decrease the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.

ADJOURNMENT: Motion – Roberts, second – Peterson to adjourn meeting at 7:40 pm. 4 ayes, 0 nays. Motion carried.

David Kuhn, Mayor Pro Tem

Attest:

Jolene R. Lettow, City Clerk

1-8-19 Council Claims

	A	B	C
1	VENDOR NAME	DESCRIPTION	GROSS AMOUNT
2	AFLAC	AFLAC	\$ 4.00
3	ALLIANT ENERGY	GAS AND ELECTRIC	\$ 11,461.43
4	AVBA VOLLEYBALL	6TH GRADE TOURNAMENT	\$ 75.00
5	BRICK GENTRY P.C.	LEGAL FEES	\$ 8,460.50
6	CENTRAL IOWA DISTRIBUTING	SOAP, AIR FRESH, DISPENSER	\$ 183.00
7	CERTIFIED POWER, INC.	SEAL KITS	\$ 103.92
8	COMPASS MINERALS AMERICA	COARSE BULK SALT	\$ 3,445.53
9	CUSTOM STEEL SERVICE	TUBES FOR XMAS DECOR HOLDER	\$ 136.77
10	DELTA DENTAL PLAN OF IOWA	DENTAL INSURANCE	\$ 1,514.74
11	DEMCO	BOOK PROCESSING MATERIAL	\$ 94.02
12	DOLLAR GENERAL-REGIONS 410	ADMIN OFFICE SUPPLIES	\$ 37.60
13	EBS	MEDICAL INSURANCE	\$ 15,736.46
14	EDWARD JONES	IRA	\$ 250.00
15	ELECTRIC WHOLESALE CO.	LED LIGHT BULBS	\$ 169.10
16	FIDELITY SECURITY LIFE	VISION INS	\$ 278.16
17	G & L CLOTHING	UNIFORM PARTS	\$ 323.92
18	GALLS, LLC- DBA CARPENTER	CHEVRONS FOR PD	\$ 45.92
19	GILBERT BOOSTER CLUB	7TH GRADE TOURNAMENT	\$ 75.00
20	GRAINGER	SOLENOID VALVE	\$ 245.14
21	HACH COMPANY	WATER AND WASTEWATER SUPPLIES	\$ 533.20
22	HAPPE HOMES, LLC	BUILDING PERMIT DEPOSIT REFUND	\$ 500.00
23	HAWKINS, INC.	WATER CHEMICALS	\$ 1,872.11
24	HENDERSON PRODUCTS, INC.	ADAPTERS AND BUSHINGS	\$ 94.06
25	HOKEL MACHINE SUPPLY	HYDRAULIC HOSE FOR SAND	\$ 34.96
26	INTEGRATED PRINT SOLUTIONS	YOUTH BASKETBALL TSHIRTS	\$ 862.00
27	INTERNAL REVENUE SERVICE	PAYROLL TAXES	\$ 24,060.15
28	INTERSTATE BATTERIES	BATTERIES	\$ 11.53
29	IOWA DOT	GLOVES, PAINT, WIPER BLADES, TP, PT	\$ 307.07
30	IOWA HEART VOLLEYBALL	7TH GRADE TOURNAMENT	\$ 150.00
31	IPERS	IPERS	\$ 22,604.66
32	JACOB HANKS	REIMBURSEMENT FOR COPIES	\$ 8.46
33	KEMPKER'S TRUE VALUE AND R	SEE ATTACHED	\$ 591.37
34	KEYSTONE LABORATORIES	MONTHLY WATER SAMPLING	\$ 216.20
35	LINCOLN FINANCIAL GROUP	LIFE & DISABILITY INSURANCE	\$ 1,143.34
36	MARSHALLTOWN VOLLEYBALL CL	4TH, 5TH, & 6TH GRADE TOURN	\$ 225.00
37	MASS MUTUAL RETIREMENT SER	DEFERRED COMPENSATION	\$ 225.00
38	MISCELLANEOUS VENDOR	UTILITY DEPOSIT REFUNDS	\$ 173.24
39	MUNICIPAL PIPE TOOL CO., L	CLEAN BRINE TANK & ROOTSAWING	\$ 798.44
40	MUNICIPAL SUPPLY	WRAP AROUND COUPLERS, HOSES	\$ 672.50
41	POSTMASTER	BULK POSTAGE	\$ 352.69
42	PREMIER OFFICE EQUIPMENT I	MAINTENANCE AGREEMENT	\$ 74.13
43	REDHAWK VOLLEYBALL	5TH GRADE TOURNAMENT	\$ 75.00
44	SPRINGER PROFESSIONAL HOME	MONTHLY PEST CONTROL	\$ 42.00
45	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	\$ 576.01
46	SYNCB/AMAZON	BOOKS AND DVDS	\$ 140.73

1-8-19 Council Claims

	A	B	C
47	TASC	FLEX BENEFIT PLANS	\$ 512.46
48	TASC - CLIENT INVOICES	FLEX PLAN ADMIN AND RENEWAL FE	\$ 255.64
49	TREASURER, STATE OF IOWA	STATE WITHHOLDING	\$ 6,289.00
50	U.S. BANK EQUIPMENT FINANC	COPIER CONTRACT	\$ 99.00
51	UNITYPOINT	PRE-EMPLOYMENT PHYSICAL	\$ 143.00
52	USA BLUEBOOK	CAUTION SIGNS	\$ 64.22
53	VEENSTRA & KIMM, INC.	ENGINEERING FEES	\$ 8,488.50
54	VERIZON WIRELESS	CITY CELL PHONES	\$ 309.95
55	WOODWARD GRANGER VOLLEYBAL	5TH AND 6TH GRADE TOURNAMENT	\$ 150.00
56	Payroll Expense		\$ 103,712.80
57	GRAND TOTAL		\$ 219,008.63
58			
59		FUND TOTALS	
60	001 GENERAL FUND	\$ 46,769.34	
61	002 LIBRARY	\$ 7,042.10	
62	003 RECREATION	\$ 6,908.36	
63	004 FIRE AND RESCUE	\$ 791.00	
64	014 AMBULANCE	\$ 3,746.19	
65	110 ROAD USE TAX	\$ 13,370.93	
66	340 TRAIL PAVING PROJECT	\$ 4,065.00	
67	600 WATER UTILITY	\$ 19,627.44	
68	610 SEWER UTILITY	\$ 12,975.47	
69	01 PAYROLL EXPENSE	\$ 103,712.80	
70	GRAND TOTAL	\$ 219,008.63	
71			
72			
73	TRUE VALUE BREAK DOWN		
74	PD	battery, broom, rain off,	\$ 12.99
75	City Grounds	extension cord,	\$ 15.99
76	Water	tape, battery,	\$ 22.98
77	Community Beautification	light bulbs, connectors	\$ 38.95
78	P & R	nuts & bolts, drill bit, shelf bracket, adapters, nutdriver,	\$ 53.04
79	FD	wiper blades, batteries, lockset,	\$ 143.91
80	Library	xmas light set, sealant, caulk gun,	\$ 26.35
81	Streets	sealant, key, nuts & bolts, gloves, car freshener, access fitting,	\$ 62.45
82	Wastewater	shovels, paint markers, utensil hook	\$ 214.71
83	Total		\$ 591.37

**Huxley RECAP
December-18**

<u>Account No.</u>	<u>Account Name</u>	<u>Balance Due</u>
15398.000	Municipal	\$7,758.00
15398.001	Prosecutions	
15398.002	Fire and Rescue	
15398.003	Prairie Ridge	
15398.004	North Development	
15398.005	Litigation	
15398.006	Bond Claims	\$290.00
15398.008	Code Enforcement	
15398.009	2015 Construction Projects	
15398.010	Cemetery	
15398.011	Planning & Zoning	
15398.012	Public Works	
15398.013	Police	\$125.00
15398.014	Parks	
15398.015	Nuisance Abatement	\$137.50
15398.016	HDC	\$150.00
15398.017	Library	
	Total:	\$8,460.50

RESOLUTION NO. 19-003

**RESOLUTION FIXING A DATE FOR A PUBLIC HEARING TO CONSIDER THE SALE OF
LOT 8 IN HUXLEY DEVELOPMENT CORPORATION PLAT 3 IN HUXLEY, STORY
COUNTY, IOWA TO ZACHARY BINDER**

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

Lot 8 in Huxley Development Corporation Plat 3 in Huxley, Story County, Iowa (the "Property"); and

WHEREAS, Zachary Binder has presented a Purchase Agreement to the City of Huxley for the purpose of acquiring the Property; and

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

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

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

Section 1. The City Council will hold a public hearing on the proposal to sell the Property and to enter into Purchase Agreements as set out in the preamble hereof at 6:00 o'clock p.m., on the 22nd day of January 2019, at City Hall, in the City of Huxley.

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

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

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

PASSED, ADOPTED AND APPROVED this 8th day of January 2019

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 19-003** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 8th day of January 2019.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

COMMUNITY BETTERMENT

RESOLUTION NO. 19-001

**A RESOLUTION ACKNOWLEDGING REQUEST BY HOMES BY ADVANTAGE, INC. FOR
TAX INCREMENT FINANCING IN ACCORDANCE WITH THE INFRASTRUCTURE
INVESTMENT POLICY IN THE CITY OF HUXLEY, IOWA AND DIRECTING STAFF TO
ENGAGE BOND COUNSEL**

WHEREAS, the City Council of the City of Huxley, Iowa has received a request from Homes by Advantage, Inc. to add Outlot A in Westview Heights Plat 1, Huxley, Story County, Iowa to the City's Urban Renewal Area and thereafter provide for Tax Increment Financing on the development on the property; and

WHEREAS, the City Council of the City of Huxley has adopted a policy for providing financial assistance for infrastructure in Huxley; and

WHEREAS, the City Council of the City of Huxley believes that the proposal by Homes by Advantage, Inc. is in the best interest of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUXLEY, IOWA that the City Council will consider providing tax increment financing up to 100% reimbursement for qualified infrastructure in the Homes by Advantage, Inc. project in accordance with the adopted Infrastructure Investment Policy.

BE IT FURTHER RESOLVED that the City Administrator is directed to engage Bond Counsel to prepare the required legal proceedings and agreement required in order to add the property to the City's Urban Renewal Area and to provide tax increment financing to Homes by Advantage, Inc.

Roll Call	Aye	Nay	Absent
Rick Peterson	___	___	___
Greg Mulder	___	___	___
Dave Kuhn	___	___	___
Tracey Roberts	___	___	___
David Jensen	___	___	___

PASSED, ADOPTED AND APPROVED this 8th day of January 2019.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 19-001** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 8th day of January 2019.

Craig D. Henry, Mayor

Attest:

Jolene Lettow, City Clerk

To whom it may concern:

Homes by Advantage, with principals Mark Bradley and Kirk Hesse, is now equitable title holder in the following real estate located in Huxley's city limits:

WESTVIEW HEIGHTS PLAT 1 (AG) OUTLOT A HUXLEY

We have purchased that 52 acres and intend to work with the City of Huxley to create a continuation of the Westview Heights residential development that has been so successful on the west side of Highway 69 on the north end of the city limits.

In order to accomplish this, we will need to work through a site plan process with the City, and we are actively working on a concept that we hope to present to the pertinent officials during the month of January. We are hopeful that lots can be made available for construction as early as the fall of 2019, weather allowing, and assuming our concepts meet with the stated plans and goals of the City.

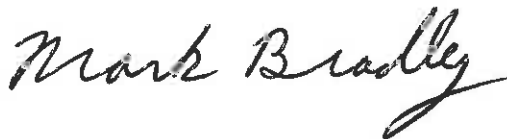
The first step toward accomplishing this is for the City to add this parcel to the Urban Renewal district(s) that are available within the city limits. Once the property is properly classified as an Urban Renewal District, then it is our intention to ask the City Council to create a developer's agreement that will pledge 100% of infrastructure costs be recoverable through the TIF district. We understand that it is up to the developer to front the costs for such improvements as streets, sewer and water extensions, etc; and Homes by Advantage is prepared to complete that process, likely in 4 phases. However, in order to make those lots affordable within this current real estate market, it is necessary for us to work with the City through the TIF process, allowing us to recover those costs over the subsequent years.

Our intent is to present to the marketplace somewhere between 130-180 single family lots, both single detached and twin home properties. Homes by Advantage has been building homes in Huxley for 5 years now, both single detached homes in the \$250-350,000 price range...and twin homes in the \$180-220,000 price range. We have a great track record in town, and have been well received by the market.

Please let us know if there is more that we should do in order to begin the development process in town. But please consider this letter our formal request for both Urban Renewal status and a TIF commitment that will allow us to proceed with this project.

We sincerely look forward to working with all of the officials and residents of the great city of Huxley!

Mark Bradley

A handwritten signature in black ink that reads "Mark Bradley". The signature is written in a cursive, flowing style with a large, stylized "M" and "B".

RESOLUTION NO. 19-002

**A RESOLUTION ACKNOWLEDGING REQUEST BY GREENLAND HOMES, INC. FOR TAX
INCREMENT FINANCING IN ACCORDANCE WITH THE INFRASTRUCTURE
INVESTMENT POLICY IN THE CITY OF HUXLEY, IOWA AND DIRECTING STAFF TO
ENGAGE BOND COUNSEL**

WHEREAS, the City Council of the City of Huxley, Iowa has received a request from Greenland Homes, Inc. for Tax Increment Financing on 50 acres to be purchased in the SE/4 of the NE/4 and the NE/4 of the SE/4 in Section 24, Township 82, Range 24, Story County, Iowa; and

WHEREAS, the City Council of the City of Huxley has adopted a policy for providing financial assistance for infrastructure in Huxley; and

WHEREAS, the City Council of the City of Huxley believes that the proposal by Greenland Homes, Inc. is in the best interest of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUXLEY, IOWA that the City Council will consider providing tax increment financing up to 100% reimbursement for qualified infrastructure in the Greenland Homes, Inc. project in accordance with the adopted Infrastructure Investment Policy.

BE IT FURTHER RESOLVED that the City Administrator is directed to engage Bond Counsel to prepare the required legal proceedings and agreement required in order to provide tax increment financing to Greenland Homes, Inc.

Roll Call	Aye	Nay	Absent
Rick Peterson	_____	_____	_____
Greg Mulder	_____	_____	_____
Dave Kuhn	_____	_____	_____
Tracey Roberts	_____	_____	_____
David Jensen	_____	_____	_____

PASSED, ADOPTED AND APPROVED this 8th day of January 2019.

City of Huxley

12-21-18

515 N Main Ave

Huxley IA, 50124

Greenland Homes Inc.

1680 SW Ankeny Blvd, Suite 2A

Ankeny IA, 50023

RE: Stoeber Development

Dear Council Members,

We are in the evaluation process pertaining to the 50 acres currently owned by the Stoeber family. We are asking that the council consider granting TIF on this project at the rate of 100%.

We feel that this would be a positive addition to the City of Huxley. With TIF this addition will be feasible and create affordable housing for 170 Story County families.

Greenland Homes and its principles are humble in asking this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Corey Kautz', with a long horizontal flourish extending to the right.

Corey Kautz

Greenland Homes Inc.



VEENSTRA & KIMM, INC.

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

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

January 4, 2019

John Haldeman
City Administrator
City of Huxley
515 N. Main Avenue
Huxley, Iowa 50124

HUXLEY, IOWA
MEADOW LANE PLAT 3
STORMWATER DETENTION

We have reviewed the stormwater drainage calculations prepared for Meadow Lane Plat 3 and find them acceptable with the following stipulations:

1. The property to the east of the detention pond is purchased by Meadow Lane L.C.
2. The drain tile inlet in the pond and the connected drain tile is cleaned and/or repaired as needed to fully drain the pond over a two-week period of dry weather with the pond starting completely full.
3. The installation of a 56-foot wide earthen overflow weir along the east berm for the release of passthrough stormwater flows during heavy rain events. The overflow weir needs to be protected with rip-rap, concrete or other means to prevent erosion of the weir and berm.
4. Repairs to the berm as needed to allow the pond to contain water up to Elevation 983.0.
5. Completion of the above items by June 1, 2019.
6. The above items only apply to Meadow Lane Plat 3. Construction of Plat 4 will require a new study and additional improvements as needed for a more traditional detention facility.

John Haldeman
January 4, 2019
Page 2

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

VEENSTRA & KIMM, INC.

A handwritten signature in black ink, appearing to read "Forrest S. Aldrich". The signature is fluid and cursive, with the first name "Forrest" being more prominent.

Forrest S. Aldrich

FSA:dml
45229-029

cc: Steve Quick (e-mail)
Jeff Peterson, City of Huxley (e-mail)
Shane Devick, Civil Engineering Consultants, Inc. (e-mail)



Civil Engineering Consultants, Inc.

1/4/19

Veenstra & Kimm, Inc.
3000 Westown Parkway
West Des Moines, Iowa 50266

RE: Meadow Lane Detention for Plats 1,2,3

Hello Forrest,
This letter is in response to your 12-27-18 email.

You are correct in stating that the existing detention pond currently will detain the required volume, with some maintenance, for plats 1,2, and 3.

You are also correct in stating that "the existing detention pond may get removed and a new detention basin / pond will be constructed further east."

As stated, you have the stormwater calculations dated 9-8-18. You are correct in stating that several scenarios were explored in the calculations that do not pertain to our current course of action.

Below I will summarize the pertinent values from the 9-8-18 report, and specify how the minor berm maintenance is to occur:

Storage required for Plats 1,2,3 = 106,092 cu ft

Existing storage provided (with berm repair and rip rap weir) = 194,693 cu ft

There is a washout in the existing berm on the east side of the pond. This washout prevents the pond from achieving maximum volume. Fill and compact soil into the washout and top with rip rap to prevent future damage. The top of the berm repair should be a comparable elevation to the surrounding undamaged berm. This elevation is approximately 983. An overflow rip rap weir should also be constructed in this location. The elevation of the bottom of the weir shall be 981.5 and the width is 56'. Finally, inspection and testing of the current tile outlet should be completed. If the flow is limited, cleaning or replacement is required.

Feel free to contact me should you have any questions or comments.

Sincerely,

CIVIL ENGINEERING CONSULTANTS, INC.

Shane Devick, P.E.

FINANCE

RESOLUTION NO. 19-004

**RESOLUTION MAKING FINAL DETERMINATION ON THE SALE OF THE SALE OF LOT 9
IN HUXLEY DEVELOPMENT CORPORATION PLAT 3 AND AUTHORIZING THE
EXECUTION OF PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF HUXLEY
AND JOE JENSEN D/B/A IOWA EARTH**

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

Lot 9 in Huxley Development Corporation Plat 3 in Huxley, Story County, Iowa (the "Property");
and

WHEREAS, Joe Jensen d/b/a Iowa Earth has presented a Purchase Agreement to the City of Huxley for the purpose of acquiring the Property; and

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

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

WHEREAS, pursuant to said notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Purchase Agreement which include the potential sale of the Property, and has considered the extent of objections received from residents or property owners as to said proposed Purchase Agreement; and, accordingly the following action is now considered to be in the best interest of the City and residents thereof; and

WHEREAS, the Council has determined that the Purchase Agreement is in the best interest of the City and the residents thereof and the performance by the City of its obligations thereunder is a public undertaking and purpose.

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

Section 1. The Council finds that disposal of interests in the Property as set forth in the Purchase Agreement will benefit and is in the best interests of the residents of the City. The Council further finds that transfer of the Property, with consideration as provided in the Purchase Agreements, constitutes fair consideration for the disposal of interests in the Property.

Section 2. The proposal to sell the Property pursuant to the terms of the proposed Purchase Agreement is hereby approved.

Section 3. The performance by the City of its obligation under the Purchase Agreement including but not limited to selling the Property to Joe Jensen d/b/a Iowa Earth is hereby declared to be a public undertaking and purpose and in furtherance of the best interests of the residents of the City.

Section 4. That the form and content of the Purchase Agreement, the provisions of which are incorporated herein by reference, be and the same hereby is in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal, and deliver the Purchase Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Purchase Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Purchase Agreement as executed.

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

PASSED AND APPROVED this 8th day of January 2019.

Craig Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

**NOTICE OF HEARING ON A RESOLUTION TO CONSIDER THE SALE OF LOT 9
IN HUXLEY DEVELOPMENT CORPORATION PLAT 3 IN HUXLEY, STORY
COUNTY, IOWA TO JOE JENSEN D/B/A IOWA EARTH**

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

Lots 9 in Huxley Development Corporation Plat 3 in Huxley, Story County, Iowa (the "Property").

The Property will be sold for the fair market value of \$80,125.

The Huxley City Council will meet on the 8TH day of January 2019, at Huxley City Hall, 515 N Main Street, Huxley, Iowa for the purpose of holding a public hearing on the proposed sale and conveyance.

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

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

Jolene Lettow
City Clerk

Published in the _____ on the ____ day of _____ 2018.

CENTURY 21 Signature Real Estate Purchase Agreement

Buyer and Seller request that Broker(s) select and complete documents as authorized by Iowa law or by Iowa Supreme Court Ruling, such as purchase agreements, groundwater hazard, & declaration of value incident to a residential real estate transaction.

Sellers' Signatures

Date

Buyers' Signatures

Date

Buyer: Iowa Earth

Seller: City of Huxley

Property Address: 300 Snyder Drive

Legal Description: PLAT 3 LOT: 9 HUXLEY

City: HUXLEY County: Story State: IA Zip Code: 50124

Buyer hereby agrees to buy, and Seller agrees to sell, the property on the following terms and conditions:

Date of Offer : **Date:** 11/30/2018 **Time:** 2:00p Offer Expires On **Date:** 12/04/2018 **Time:** 10:00

Purchase Price: \$80,125

Terms The purchase price is payable as follows:

☐ Cash, cashier's check, or certified funds at closing, including Earnest Money.

☒ New Loan - See "Financing Contingency" below.

☐ Contingent upon closing of property located at _____, See Subject to Sale (1st Right of Refusal) Addendum.

☐ Contingent upon buyer's closing and obtaining proceeds from the sale of _____, closing on _____ (date).

☐ Seller Financing/Contract.

☐ Other _____:

Earnest Money \$ 1000

☐ With Offer ☒ Within 3 business days of acceptance

Evidenced By:

To be Held by:

☒ Personal Check

☒ Listing Broker

☐ Cashier's Check

☐ Selling Broker

☐ Cash

☐

Other Remarks:

--

Earnest Money to be deposited in trust account upon acceptance of this agreement by all parties.

Financing Contingency?

☒ Yes ☐ No

This Agreement is contingent upon Buyer securing the following financing:

☐ Assume Existing Loan

☒ New Loan: Type of Loan: ☐ Conv. ☐ FHA ☐ VA ☐ Other Commercial

Amount: \$/% _____ Maximum % of Rate: _____ ☐ Fixed Rate ☐ Adj. Rate

Years: _____ Maximum Points: _____

☐ Sellers to credit buyers _____ at time of closing for closing costs and/or prepaid expenses.

☐ Property must appraise at no less than the purchase price.

☒ Preliminary Approval. ☐ With Offer or ☒ By 10/19/2018 (date) Buyer shall provide Seller with a letter from Buyer's lender evidencing Buyer's ability to qualify for the loan amount and terms set forth above, subject only to such reasonable and customary conditions as the lender typically imposes on such preliminary approval letters.

Other Terms: Buyers request 60 day due diligence period. Offer contingent on the City of Huxley allowing the site plan approval process to happen simultaneously with the PA approval process.

HOME WARRANTY: Included with this sale? ☐ Yes ☐ No Paid for by ☐ SELLER or ☐ BUYER
Warranty Co. Plan _____, at a cost not to exceed \$ _____.

Sellers Initials

--	--

Buyer Initials

--	--

Page 1

1. BUYERS agree to pay all customary loan costs unless otherwise agreed upon in writing. BUYERS agree upon acceptance of this offer to immediately make application for such mortgage with a lender and to make their best effort to obtain a mortgage commitment as above provided. If BUYERS have not obtained a written commitment with **appraisal or loan denial** by 2/1/19, SELLERS may rescind this Agreement by giving written notice to the BUYERS stating that if a mortgage commitment has not been obtained within five (5) business days of receipt of such notice then this Agreement shall be null and void and the earnest money shall be returned to the BUYERS. If SELLERS do not choose to give such written notice, then this Agreement shall remain valid until the BUYERS have obtained mortgage commitment or denial. In addition to the proceeds of aforementioned mortgage the BUYERS shall pay the balance of purchase price in cash at the time of closing with adjustment for closing costs to be added or deducted from this amount. SELLERS acknowledge and agree that the property will be taken off the market until SELLERS receive notice of a mortgage commitment or denial from BUYERS (if contingent upon new mortgage), unless otherwise agreed in writing by both parties.

**IF LOAN COMMITMENT IS NOT OBTAINED, THE EARNEST MONEY
SHALL BE REFUNDED TO THE BUYERS.**

2. POSSESSION AND CLOSING:

Closing and Possession is to be given on 2/15/19.

Adjustment of interest, rents, prepaid fuel and all charges attributed to the SELLERS' possession are to be made on this date. Closing shall occur upon delivery of an instrument of title. Possession shall be given upon signing of closing documents. This transaction shall be considered closed upon filing of documents and receipt of all funds. If for any reason possession or closing are not on the above date, the parties shall make a separate written agreement. If no separate written agreement has been made, either party with the ability to close may rescind this agreement by giving written notice to the other party stating closing must occur within five (5) business days of receipt of such notice or this agreement shall be null and void. If neither party chooses to give such notice, then this agreement shall remain valid until closing.

3. **TRUST PAYMENTS:** All funds deposited as part payments shall be held by Broker in trust pending acceptance of this offer, and examination of the abstract and delivery of deed or formal contract. Buyer authorizes the company financing this purchase to pay all funds to Broker for the benefit of Seller and Seller authorizes Agent to accept and manage payments and disbursements. At time of settlement, funds of the purchase price may be used to pay taxes, other liens, and closing costs to comply with the above requirements, to be handled under supervision of Broker, and subject to approval of Buyer on title questions which may be needed to produce marketable title. If Buyer is refunded any Earnest Money, any expenses incurred on Buyer's behalf shall be deducted and paid to creditors.

If agreed to by the broker, any interest on trust account shall be forwarded to the Iowa Association of REALTORS® Foundation, a charitable non-profit entity, or as directed and mutually agreed in writing by both Buyer and Seller.

4. **INSURANCE:** Within 10 days from acceptance of this offer, BUYERS agree to make application for homeowner's insurance, if required. If BUYERS are unable to procure homeowner's insurance, the BUYERS may rescind this Agreement by giving written notice to the SELLERS stating the agreement is null and void. SELLERS shall bear the risk of loss or damage to the property prior to closing or possession, whichever occurs first. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void, if Buyer desires. Buyer, however, shall have the right to complete the closing and receive insurance proceeds regardless of the extent of the damage plus a credit towards the purchase price equal to the amount of the Seller's deductible on such policy. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before closing date.
5. **SPECIAL ASSESSMENTS:** The SELLERS shall pay in full all special assessments that are certified as liens on the public record at closing. Any preliminary or deficiency assessment, which cannot be discharged by payment, shall be paid through an escrow account with sufficient funds to pay such liens when payable with any unused funds returned to the SELLERS'. SELLERS shall pay all charges for solid waste removal, sewage, and assessments of maintenance that are attributable to SELLERS possession.

Sellers Initials

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Buyer Initials

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6. TAXES:

- A. The SELLERS shall pay all real estate taxes that are liens for prior years and all those that are due and payable in the fiscal year in which possession is given.
- B. The SELLERS shall pay their prorated share, based upon date of possession, of real estate taxes for the fiscal year in which possession is given due and payable in the subsequent fiscal year. The BUYERS shall be given a credit for such proration at closing based upon the last known actual real estate taxes payable according to public record. However, if such taxes are not based upon the full assessment of the present property improvements or the tax classification as of the date of possession, such perorations shall be based on the current millage and the assessed values as shown by the Assessor's Records on the date of possession. **In the event of such partial assessment, it shall be the duty of the SELLERS to so notify the BUYERS and BROKER.**

7. DUTIES OF PARTIES:

- A. The BROKER, its agents, employees, and associates make no representations or warranties as to the physical or mechanical condition of the property, its size, future value, or income potential.
- B. SELLERS and BUYERS acknowledge that the SELLERS of real property have a legal duty to disclose material defects of which SELLERS have actual knowledge and which a reasonable inspection by the BUYERS would not reveal.

- 8. REMEDIES OF THE PARTIES:** If the SELLERS fail to fulfill this Agreement, they will pay the BROKER the commission in full. The BUYERS shall have the right to have all payments returned, and/or to proceed by any action at law or in equity, and the SELLERS agree to pay costs and reasonable attorney fees, and a receiver may be appointed. If the BUYERS fail to fulfill this Agreement, SELLERS may forfeit the same as provided in Chapter 656 of the Code of Iowa, and all payments made herein shall be forfeited, or the SELLERS may proceed by an action at law or in equity. The BUYERS agree to pay costs and reasonable attorney fees, including the BROKER'S commission and any other expense incurred by the SELLERS. For purpose of collecting the BROKER'S commission from either the SELLERS or the BUYERS, BROKER shall be deemed an intended third party beneficiary to this Agreement and may bring an action of law against either the SELLERS or BUYERS for the collection thereof which will include all costs and expenses incurred and reasonable attorney's fees.

- 9. MEDIATION:** In the event of a dispute, Buyer and Seller agree to consider mediation as an alternative to initiating legal action. The mediation will be conducted in accordance with the rules and procedures of a mutually agreed mediation service. Even when utilizing mediation, parties may still seek legal remedies.

- 10. INCLUDED PROPERTY:** Included with the property shall be all fixtures that integrally belong to, or specifically adapted to or are a part of the real estate, whether attached or detached, such as: attached wall to wall carpeting, built-in appliances, ceiling fans, light fixtures (including light bulbs), water softeners (except rentals), smoke alarms, shutters, shades, rods, blinds, vertical blinds, awnings, storm windows, storm doors, screens, television antennas, air conditioning equipment (except window type), door chimes, automatic garage door openers, garage door remotes, electrical service cables, mailboxes, sump pumps, attached mirrors, fencing, attached shelving, gates, LP tank (if owned), bushes, trees, shrubs and plants. Also included shall be the following: _____

The following items shall not be included: _____

Any personal property and debris not included in the sale of the property must be removed at the expense of the SELLERS prior to day of possession.

- 11. FUNDS:** It is agreed that at time of closing, funds of the purchase price received from BUYERS and/or BUYERS' lender, may be used to apply to the purchase price, to pay taxes and other liens, same to be handled under supervision of the BROKER and subject to approval of BUYERS' attorney on title questions needed to produce marketable title. SELLERS hereby appoint the BROKER to receive such funds and make such payments and disbursements.

Sellers Initials

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Buyer Initials

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12. **CONDITION OF PROPERTY:** Federal law (known as Title X) requires notification of potentially dangerous levels of lead-based paint in properties built prior to 1978 (See Lead-Based Paint Disclosure). If applicable, the SELLER will provide BUYERS copies of any records or prior test results pertaining to lead-based paint. SELLERS shall have water, gas and electrical utilities on for BUYERS' inspections through the date of possession. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear accepted. The BUYERS shall be permitted to make an inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no change in the condition of the property. SELLERS represent that as of the date of possession the heating, air conditioning, plumbing, electrical and other mechanical fixtures and equipment, if any, are performing the function for which they were intended, unless otherwise specified. BUYER's choice below in no way affects any improvements to the property that may be required by BUYER's lender.

A. The BUYERS may choose one of the following alternatives relative to the condition and quality of the property.

☐ 1. Within _____ business days (M-F) after the final acceptance date BUYERS may, at their sole expense, have the property inspected by a qualified person or persons of BUYER'S choice to determine if there are any major structural, mechanical, radon gas, fungal, roof, plumbing, electrical, siding, or lead-based paint deficiencies. These inspections are not construed as inspections to bring an older home into compliance with current local building codes nor are they to be used for the purposes of obtaining any replacement or upgrade to any functional water heater or HVAC system. These inspections are intended to discover any major deficiencies existing on the property. Major deficiency is a material defect existing on the property, which if not corrected by the SELLER prior to closing, would have a significant negative impact on the fair market value of the property or pose an unreasonable risk to the safety of persons on the property. BUYER agrees minor repairs and routine maintenance items are not a part of this contingency. BUYER to indemnify SELLER for any damage resulting from the environmental investigation. **Within this same period**, BUYER may notify SELLER in writing of any such deficiency. Failure to do so shall be deemed a waiver of BUYER'S inspection and repair rights and BUYER agrees to accept the property in its present condition. In the event of any claim or request by BUYER as a result of inspections, SELLER shall within three (3) business days of notification notify the BUYER in writing of what steps, if any, the SELLER will take to correct any deficiencies before closing. The BUYER shall then within three (3) business days in writing notify the SELLER that (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or (2) shall negotiate in good faith a modification of the agreement; or (3) that such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to BUYER.

☒ 2. BUYERS acknowledge that they are purchasing this property in **AS-IS** condition and no repairs or corrections will be made by the SELLERS. However, BUYERS reserve the right to conduct an inspection on the property within _____ business days after the final acceptance date. If BUYERS find any major structural, mechanical, radon gas, fungal, roof, plumbing, electrical, siding, lead-based paint, environmental or other deficiencies that are beyond BUYERS' expectation, BUYERS may rescind this contract in writing during the inspection period with any earnest money to be returned to the BUYERS.

☐ 3. BUYERS acknowledge that they have made a satisfactory inspection of the property and are purchasing the property in its existing condition.

☐ 4. SELLERS have offered property in its "As-is" condition and BUYERS accept Property in its "As-is" condition. No inspection will be completed. Even if an inspection is conducted, SELLER shall not be obligated to replace/repair any item(s) and is not bound to release any Earnest Money or void contract.

B. New Construction: If the improvements on the subject property are under construction or are to be constructed, this Agreement shall be subject to approval of plans and specification by the parties within _____ days of final acceptance of this Agreement. New construction shall have the warranties implied by law, specifically made by suppliers of materials/appliances, or specifically tendered by the contractor. The Broker and its agents make no warranties as to the quality of construction or materials.

C. Ground Water Hazard Statement will be filed at closing for the SELLERS regarding the following items: (1) wells; (2) solid waste; (3) hazardous waste; (4) underground storage tanks (5) private burial grounds located on the property.

Sellers Initials

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Buyer Initials

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13. **PEST INSPECTION.** If the subject property contains at least one and not more than a four family residential dwelling (matches 558A.1 (4) definition), **SELLERS**, at their sole expense, shall have the property inspected for any wood destroying insects by a licensed Pest Inspector prior to closing. If active wood destroying insect infestation or damage due to prior or active infestation is discovered, **SELLER** shall have the options of either A) declaring this Agreement void and return the earnest money to the **BUYER** within five (5) days after receipt of the inspection report, provided however, **BUYER** may accept the property in its existing condition without such treatment or repairs or B) have the property treated by a licensed pest exterminator and if damage has been discovered to the property, have the damage repaired to the **BUYERS'** satisfaction prior to closing. If repairs are not made to the **BUYERS'** satisfaction, upon receipt of written notice by the **BUYER** this Agreement shall be null and void and any Earnest Money shall be returned to the **BUYER**. This provision shall not apply to fences, trees, shrubs or outbuildings other than garages.
14. **NON PUBLIC WATER WELLS AND SEWAGE, COMMERCIAL WASTE, AND EXCRETE DISPOSAL INSPECTIONS:** The **SELLERS** shall obtain satisfactory inspection reports on these two systems from the State & County Board of Health and present them to the **BUYERS** prior to closing of the sales transaction if such is required by the State & County Board of Health. Cost of inspections, if any and cost of repairs required by County Board of Health to be paid by **SELLERS**.
15. **RENTAL PROPERTY:** If this property is currently used as rental property, this Agreement is contingent upon **SELLERS** providing **BUYERS** a letter of compliance with all applicable rental codes and ordinances, if applicable, unless otherwise provided herein. **BUYERS** shall take the property, subject to the rights of existing tenants. **SELLERS**, shall within the time specified in Paragraph 12A, deliver to **BUYERS** copies of all leases, rental agreements, outstanding notices sent to tenants and current income and expenses statements. **SELLERS** shall make no changes in leases and tenancies, and shall enter into no new leases or rental agreements during the pendency of this transaction, without **BUYERS'** prior written request. **SELLERS** shall surrender to **BUYERS** all security deposits of tenants if required by law and will prorate all rentals received.
16. **SURVEY:** The **BUYERS** may, no later than 10 days prior to closing, have the property surveyed at their expense. If the survey, certified by a Registered Land Surveyor, shows any encroachment on said property or if any improvements located on the subject property encroach on land of others, such encroachments shall be treated as a title defect.
17. **ABSTRACT AND TITLE:** **SELLERS** shall promptly provide, at **SELLER'S** expense, an abstract of title continued to and including the date of acceptance of this agreement. Continued abstract shall be delivered to an attorney selected by the Buyer or Buyer's lender for a title opinion. Seller shall, in the alternative if requested by Buyer or Buyer's lender, provide at Seller's expense a written lien search continued to and including the date of acceptance of this Agreement. Such lien search shall be delivered to a title insurer. Seller agrees to make every reasonable effort to promptly perfect title in accordance with such opinion or title policy so that upon conveyance, title shall be deemed marketable in compliance with this Agreement and the laws of the State of Iowa, and if applicable, the title policy. If closing is delayed due to Sellers' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving 10 days written notice to the other party and **BROKER**. **SELLERS** shall not be entitled to rescind unless they have made a reasonable effort to procure marketable title.
18. **COURT APPROVAL:** If the property is an asset of any estate, trust or conservatorship, this Agreement is contingent upon Court approval unless declared unnecessary by **BUYERS'** attorney. If necessary, the appropriate fiduciary shall promptly obtain court approval and Court Officer's Deed shall make conveyance.
19. **GENERAL PROVISIONS:** In the performance of each part of this Agreement, **Time Shall Be Of The Essence**. This Agreement shall be binding on and inure the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This Agreement shall survive this closing. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this Agreement.
20. **OTHER PROVISIONS:** City to cooperate with buyer to apply for an pursue any possible city development development incentives & covenant compliance.

Sellers Initials

Buyer Initials

21. AGENCY DISCLOSURE:

Buyer and Seller confirm that written disclosures of agency representation were provided to them, they understand who is representing them, and the disclosures were provided prior to signing this Offer For Real Estate.

Buyer's Brokerage _____ Seller's Brokerage _____

Dual Agent/Brokerage CENTURY 21 Signature Real Estate

22. SURVIVAL: The warranties, representations, covenants, agreements, duties and remedies contained herein shall survive the execution and delivery of this agreement, the closing of the transactions contemplated herein and the recording of any contract or deed conveying title.

23. CALCULATING TIME PERIODS: All references to days shall be construed as business days unless otherwise noted. A day shall begin at 12:00 a.m. and end at 11:59 p.m. In computing any time period prescribed or allowed herein, the day of the act or event from which the time period runs is not included and the last days of the time period is included unless that last day is a state or federal holiday, in which event the last day shall be the next business day.

24. BROKER ADMINISTRATIVE FEE: BUYER agrees to pay Signature Resources, Inc. (d/b/a Century 21 Signature Real Estate) an administrative fee of \$125 at closing.

25. ACCEPTANCE

A. I/We hereby accept the above offer at _____ ☐ A.M. ☐ P.M. _____ day of _____, 20____.

B. This offer rejected by _____ SELLER, Time _____ Date _____

If accepted by the SELLERS on a later date and such acceptance if ratified in written form by BUYERS, then this Agreement will be valid and binding. Copies of all such notices shall also be sent to the Listing Agent and Selling Agent, or their Brokers.

NOTICE: Any notice required under this agreement shall be deemed delivered when it is received or provided either by hand delivery, facsimile, electronic communications or certified mail. Person designated for receipt or to give any notice shall Seller(s) and Buyer(s) at the addresses set forth below or their Broker or Agent. Electronic or facsimile transmissions sent to the other party or to the appropriate Broker, followed by electronic or faxed acknowledgement of receipt, shall constitute delivery of signed document. In the event this form is received by electronic transmission and/or email, the parties hereto acknowledge that they have not changed or altered the content of this form template. The parties agree to confirm such delivery by mailing or personally delivering a signed copy of the original document to the appropriate Broker/Agent.

Seller(s)/Buyer(s) Acceptance. Seller/Buyer hereby acknowledges having read this Agreement in its entirety, including the Standard Terms, and having received a copy of this Agreement.

☐ # of Addendum Attached _____

Seller's Signature <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="display: flex; justify-content: space-between;"> Signature Date </div> Printed Name _____ Address _____ City, State, Zip _____ Phone _____	Buyer's Signature <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="display: flex; justify-content: space-between;"> Signature Date </div> Printed Name Joe Jensen for Iowa Earth Address _____ City, State, Zip _____ Phone _____
Seller's Signature <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="display: flex; justify-content: space-between;"> Signature Date </div> Printed Name _____ Address _____ City, State, Zip _____ Phone _____	Buyer's Signature <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="display: flex; justify-content: space-between;"> Signature Date </div> Printed Name _____ Address _____ City, State, Zip _____ Phone _____
Century 21 Signature Real Estate Listing Brokerage Name Brokerage License # _____ Agent Lic. # _____ Roger Wheeler Agent _____ Cell Phone _____	CENTURY 21 Signature Real Estate Selling Brokerage Name F05009000 Brokerage License # _____ Agent Lic. # _____ Rog Wheeler Agent _____ Cell Phone _____

RESOLUTION NO. 19-005

RESOLUTION MAKING FINAL DETERMINATION ON THE SALE OF THE SALE OF LOT 10 IN HUXLEY DEVELOPMENT CORPORATION PLAT 3 AND AUTHORIZING THE EXECUTION OF PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF HUXLEY AND JOE JENSEN D/B/A IOWA EARTH

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

Lot 10 in Huxley Development Corporation Plat 3 in Huxley, Story County, Iowa (the "Property");
and

WHEREAS, Joe Jensen d/b/a Iowa Earth has presented a Purchase Agreement to the City of Huxley for the purpose of acquiring the Property; and

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

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

WHEREAS, pursuant to said notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Purchase Agreement which include the potential sale of the Property, and has considered the extent of objections received from residents or property owners as to said proposed Purchase Agreement; and, accordingly the following action is now considered to be in the best interest of the City and residents thereof; and

WHEREAS, the Council has determined that the Purchase Agreement is in the best interest of the City and the residents thereof and the performance by the City of its obligations thereunder is a public undertaking and purpose.

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

Section 1. The Council finds that disposal of interests in the Property as set forth in the Purchase Agreement will benefit and is in the best interests of the residents of the City. The Council further finds that transfer of the Property, with consideration as provided in the Purchase Agreements, constitutes fair consideration for the disposal of interests in the Property.

Section 2. The proposal to sell the Property pursuant to the terms of the proposed Purchase Agreement is hereby approved.

Section 3. The performance by the City of its obligation under the Purchase Agreement including but not limited to selling the Property to Joe Jensen d/b/a Iowa Earth is hereby declared to be a public

undertaking and purpose and in furtherance of the best interests of the residents of the City.

Section 4. That the form and content of the Purchase Agreement, the provisions of which are incorporated herein by reference, be and the same hereby is in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal, and deliver the Purchase Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Purchase Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Purchase Agreement as executed.

Roll Call	Aye	Nay	Absent
David Jensen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Kuhn	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Greg Mulder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rick Peterson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tracey Roberts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND APPROVED this 8th day of January 2019.

Craig Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

Page 1

1. BUYERS agree to pay all customary loan costs unless otherwise agreed upon in writing. BUYERS agree upon acceptance of this offer to immediately make application for such mortgage with a lender and to make their best effort to obtain a mortgage commitment as above provided. If BUYERS have not obtained a written commitment with **appraisal or loan denial** by 2/1/18, SELLERS may rescind this Agreement by giving written notice to the BUYERS stating that if a mortgage commitment has not been obtained within five (5) business days of receipt of such notice then this Agreement shall be null and void and the earnest money shall be returned to the BUYERS. If SELLERS do not choose to give such written notice, then this Agreement shall remain valid until the BUYERS have obtained mortgage commitment or denial. In addition to the proceeds of aforementioned mortgage the BUYERS shall pay the balance of purchase price in cash at the time of closing with adjustment for closing costs to be added or deducted from this amount. SELLERS acknowledge and agree that the property will be taken off the market until SELLERS receive notice of a mortgage commitment or denial from BUYERS (if contingent upon new mortgage), unless otherwise agreed in writing by both parties.

**IF LOAN COMMITMENT IS NOT OBTAINED, THE EARNEST MONEY
SHALL BE REFUNDED TO THE BUYERS.**

2. POSSESSION AND CLOSING:

Closing and Possession is to be given on 2/15/19.

Adjustment of interest, rents, prepaid fuel and all charges attributed to the SELLERS' possession are to be made on this date. Closing shall occur upon delivery of an instrument of title. Possession shall be given upon signing of closing documents. This transaction shall be considered closed upon filing of documents and receipt of all funds. If for any reason possession or closing are not on the above date, the parties shall make a separate written agreement. If no separate written agreement has been made, either party with the ability to close may rescind this agreement by giving written notice to the other party stating closing must occur within five (5) business days of receipt of such notice or this agreement shall be null and void. If neither party chooses to give such notice, then this agreement shall remain valid until closing.

3. **TRUST PAYMENTS:** All funds deposited as part payments shall be held by Broker in trust pending acceptance of this offer, and examination of the abstract and delivery of deed or formal contract. Buyer authorizes the company financing this purchase to pay all funds to Broker for the benefit of Seller and Seller authorizes Agent to accept and manage payments and disbursements. At time of settlement, funds of the purchase price may be used to pay taxes, other liens, and closing costs to comply with the above requirements, to be handled under supervision of Broker, and subject to approval of Buyer on title questions which may be needed to produce marketable title. If Buyer is refunded any Earnest Money, any expenses incurred on Buyer's behalf shall be deducted and paid to creditors.

If agreed to by the broker, any interest on trust account shall be forwarded to the Iowa Association of REALTORS® Foundation, a charitable non-profit entity, or as directed and mutually agreed in writing by both Buyer and Seller.

4. **INSURANCE:** Within 10 days from acceptance of this offer, BUYERS agree to make application for homeowner's insurance, if required. If BUYERS are unable to procure homeowner's insurance, the BUYERS may rescind this Agreement by giving written notice to the SELLERS stating the agreement is null and void. SELLERS shall bear the risk of loss or damage to the property prior to closing or possession, whichever occurs first. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void, if Buyer desires. Buyer, however, shall have the right to complete the closing and receive insurance proceeds regardless of the extent of the damage plus a credit towards the purchase price equal to the amount of the Seller's deductible on such policy. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before closing date.
5. **SPECIAL ASSESSMENTS:** The SELLERS shall pay in full all special assessments that are certified as liens on the public record at closing. Any preliminary or deficiency assessment, which cannot be discharged by payment, shall be paid through an escrow account with sufficient funds to pay such liens when payable with any unused funds returned to the SELLERS'. SELLERS shall pay all charges for solid waste removal, sewage, and assessments of maintenance that are attributable to SELLERS possession.

Sellers Initials

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Buyer Initials



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Page 2

6. TAXES:

- A. The SELLERS shall pay all real estate taxes that are liens for prior years and all those that are due and payable in the fiscal year in which possession is given.
- B. The SELLERS shall pay their prorated share, based upon date of possession, of real estate taxes for the fiscal year in which possession is given due and payable in the subsequent fiscal year. The BUYERS shall be given a credit for such proration at closing based upon the last known actual real estate taxes payable according to public record. However, if such taxes are not based upon the full assessment of the present property improvements or the tax classification as of the date of possession, such perorations shall be based on the current millage and the assessed values as shown by the Assessor's Records on the date of possession. **In the event of such partial assessment, it shall be the duty of the SELLERS to so notify the BUYERS and BROKER.**

7. DUTIES OF PARTIES:

- A. The BROKER, its agents, employees, and associates make no representations or warranties as to the physical or mechanical condition of the property, its size, future value, or income potential.
- B. SELLERS and BUYERS acknowledge that the SELLERS of real property have a legal duty to disclose material defects of which SELLERS have actual knowledge and which a reasonable inspection by the BUYERS would not reveal.

8. **REMEDIES OF THE PARTIES:** If the SELLERS fail to fulfill this Agreement, they will pay the BROKER the commission in full. The BUYERS shall have the right to have all payments returned, and/or to proceed by any action at law or in equity, and the SELLERS agree to pay costs and reasonable attorney fees, and a receiver may be appointed. If the BUYERS fail to fulfill this Agreement, SELLERS may forfeit the same as provided in Chapter 656 of the Code of Iowa, and all payments made herein shall be forfeited, or the SELLERS may proceed by an action at law or in equity. The BUYERS agree to pay costs and reasonable attorney fees, including the BROKER'S commission and any other expense incurred by the SELLERS. For purpose of collecting the BROKER'S commission from either the SELLERS or the BUYERS, BROKER shall be deemed an intended third party beneficiary to this Agreement and may bring an action of law against either the SELLERS or BUYERS for the collection thereof which will include all costs and expenses incurred and reasonable attorney's fees.

9. **MEDIATION:** In the event of a dispute, Buyer and Seller agree to consider mediation as an alternative to initiating legal action. The mediation will be conducted in accordance with the rules and procedures of a mutually agreed mediation service. Even when utilizing mediation, parties may still seek legal remedies.

10. **INCLUDED PROPERTY:** Included with the property shall be all fixtures that integrally belong to, or specifically adapted to or are a part of the real estate, whether attached or detached, such as: attached wall to wall carpeting, built-in appliances, ceiling fans, light fixtures (including light bulbs), water softeners (except rentals), smoke alarms, shutters, shades, rods, blinds, vertical blinds, awnings, storm windows, storm doors, screens, television antennas, air conditioning equipment (except window type), door chimes, automatic garage door openers, garage door remotes, electrical service cables, mailboxes, sump pumps, attached mirrors, fencing, attached shelving, gates, LP tank (if owned), bushes, trees, shrubs and plants. Also included shall be the following: _____

The following items shall not be included: _____

Any personal property and debris not included in the sale of the property must be removed at the expense of the SELLERS prior to day of possession.

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Sellers Initials

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Buyer Initials



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12. CONDITION OF PROPERTY: Federal law (known as Title X) requires notification of potentially dangerous levels of lead-based paint in properties built prior to 1978 (See Lead-Based Paint Disclosure). If applicable, the SELLER will provide BUYERS copies of any records or prior test results pertaining to lead-based paint. SELLERS shall have water, gas and electrical utilities on for BUYERS' inspections through the date of possession. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear accepted. The BUYERS shall be permitted to make an inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no change in the condition of the property. SELLERS represent that as of the date of possession the heating, air conditioning, plumbing, electrical and other mechanical fixtures and equipment, if any, are performing the function for which they were intended, unless otherwise specified. BUYER's choice below in no way affects any improvements to the property that may be required by BUYER's lender.

A. The BUYERS may choose one of the following alternatives relative to the condition and quality of the property.

☐ 1. Within _____ business days (M-F) after the final acceptance date BUYERS may, at their sole expense, have the property inspected by a qualified person or persons of BUYER'S choice to determine if there are any major structural, mechanical, radon gas, fungal, roof, plumbing, electrical, siding, or lead-based paint deficiencies. These inspections are not construed as inspections to bring an older home into compliance with current local building codes nor are they to be used for the purposes of obtaining any replacement or upgrade to any functional water heater or HVAC system. These inspections are intended to discover any major deficiencies existing on the property. Major deficiency is a material defect existing on the property, which if not corrected by the SELLER prior to closing, would have a significant negative impact on the fair market value of the property or pose an unreasonable risk to the safety of persons on the property. BUYER agrees minor repairs and routine maintenance items are not a part of this contingency. BUYER to indemnify SELLER for any damage resulting from the environmental investigation. **Within this same period**, BUYER may notify SELLER in writing of any such deficiency. Failure to do so shall be deemed a waiver of BUYER'S inspection and repair rights and BUYER agrees to accept the property in its present condition. In the event of any claim or request by BUYER as a result of inspections, SELLER shall within three (3) business days of notification notify the BUYER in writing of what steps, if any, the SELLER will take to correct any deficiencies before closing. The BUYER shall then within three (3) business days in writing notify the SELLER that (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or (2) shall negotiate in good faith a modification of the agreement; or (3) that such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to BUYER.

☒ 2. BUYERS acknowledge that they are purchasing this property in AS-IS condition and no repairs or corrections will be made by the SELLERS. However, BUYERS reserve the right to conduct an inspection on the property within _____ business days after the final acceptance date. If BUYERS find any major structural, mechanical, radon gas, fungal, roof, plumbing, electrical, siding, lead-based paint, environmental or other deficiencies that are beyond BUYERS' expectation, BUYERS may rescind this contract in writing during the inspection period with any earnest money to be returned to the BUYERS.

☐ 3. BUYERS acknowledge that they have made a satisfactory inspection of the property and are purchasing the property in its existing condition.

☐ 4. SELLERS have offered property in its "As-is" condition and BUYERS accept Property in its "As-is" condition. No inspection will be completed. Even if an inspection is conducted, SELLER shall not be obligated to replace/repair any item(s) and is not bound to release any Earnest Money or void contract.

B. New Construction: If the improvements on the subject property are under construction or are to be constructed, this Agreement shall be subject to approval of plans and specification by the parties within _____ days of final acceptance of this Agreement. New construction shall have the warranties implied by law, specifically made by suppliers of materials/appliances, or specifically tendered by the contractor. The Broker and its agents make no warranties as to the quality of construction or materials.

C. Ground Water Hazard Statement will be filed at closing for the SELLERS regarding the following items: (1) wells; (2) solid waste; (3) hazardous waste; (4) underground storage tanks (5) private burial grounds located on the property.

Sellers Initials

Buyer Initials



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13. **PEST INSPECTION.** If the subject property contains at least one and not more than a four family residential dwelling (matches 558A.1 (4) definition), **SELLERS**, at their sole expense, shall have the property inspected for any wood destroying insects by a licensed Pest Inspector prior to closing. If active wood destroying insect infestation or damage due to prior or active infestation is discovered, **SELLER** shall have the options of either A) declaring this Agreement void and return the earnest money to the **BUYER** within five (5) days after receipt of the inspection report, provided however, **BUYER** may accept the property in its existing condition without such treatment or repairs or B) have the property treated by a licensed pest exterminator and if damage has been discovered to the property, have the damage repaired to the **BUYERS'** satisfaction prior to closing. If repairs are not made to the **BUYERS'** satisfaction, upon receipt of written notice by the **BUYER** this Agreement shall be null and void and any Earnest Money shall be returned to the **BUYER**. This provision shall not apply to fences, trees, shrubs or outbuildings other than garages.
14. **NON PUBLIC WATER WELLS AND SEWAGE, COMMERCIAL WASTE, AND EXCRETE DISPOSAL INSPECTIONS:** The **SELLERS** shall obtain satisfactory inspection reports on these two systems from the State & County Board of Health and present them to the **BUYERS** prior to closing of the sales transaction if such is required by the State & County Board of Health. Cost of inspections, if any and cost of repairs required by County Board of Health to be paid by **SELLERS**.
15. **RENTAL PROPERTY:** If this property is currently used as rental property, this Agreement is contingent upon **SELLERS** providing **BUYERS** a letter of compliance with all applicable rental codes and ordinances, if applicable, unless otherwise provided herein. **BUYERS** shall take the property, subject to the rights of existing tenants. **SELLERS**, shall within the time specified in Paragraph 12A, deliver to **BUYERS** copies of all leases, rental agreements, outstanding notices sent to tenants and current income and expenses statements. **SELLERS** shall make no changes in leases and tenancies, and shall enter into no new leases or rental agreements during the pendency of this transaction, without **BUYERS'** prior written request. **SELLERS** shall surrender to **BUYERS** all security deposits of tenants if required by law and will prorate all rentals received.
16. **SURVEY:** The **BUYERS** may, no later than 10 days prior to closing, have the property surveyed at their expense. If the survey, certified by a Registered Land Surveyor, shows any encroachment on said property or if any improvements located on the subject property encroach on land of others, such encroachments shall be treated as a title defect.
17. **ABSTRACT AND TITLE:** **SELLERS** shall promptly provide, at **SELLER'S** expense, an abstract of title continued to and including the date of acceptance of this agreement. Continued abstract shall be delivered to an attorney selected by the Buyer or Buyer's lender for a title opinion. Seller shall, in the alternative if requested by Buyer or Buyer's lender, provide at Seller's expense a written lien search continued to and including the date of acceptance of this Agreement. Such lien search shall be delivered to a title insurer. Seller agrees to make every reasonable effort to promptly perfect title in accordance with such opinion or title policy so that upon conveyance, title shall be deemed marketable in compliance with this Agreement and the laws of the State of Iowa, and if applicable, the title policy. If closing is delayed due to Sellers' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving 10 days written notice to the other party and **BROKER**. **SELLERS** shall not be entitled to rescind unless they have made a reasonable effort to procure marketable title.
18. **COURT APPROVAL:** If the property is an asset of any estate, trust or conservatorship, this Agreement is contingent upon Court approval unless declared unnecessary by **BUYERS'** attorney. If necessary, the appropriate fiduciary shall promptly obtain court approval and Court Officer's Deed shall make conveyance.
19. **GENERAL PROVISIONS:** In the performance of each part of this Agreement, **Time Shall Be Of The Essence**. This Agreement shall be binding on and inure the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This Agreement shall survive this closing. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this Agreement.
20. **OTHER PROVISIONS:** City to cooperate with buyer to apply for and pursue any possible city development incentives, as well as covenant compliance.

Sellers Initials

Buyer Initials



21. AGENCY DISCLOSURE:

Buyer and Seller confirm that written disclosures of agency representation were provided to them, they understand who is representing them, and the disclosures were provided prior to signing this Offer For Real Estate.

Buyer's Brokerage _____ **Seller's Brokerage** _____


Dual Agent/Brokerage CENTURY 21 SRE

- 22. SURVIVAL:** The warranties, representations, covenants, agreements, duties and remedies contained herein shall survive the execution and delivery of this agreement, the closing of the transactions contemplated herein and the recording of any contract or deed conveying title.
- 23. CALCULATING TIME PERIODS:** All references to days shall be construed as business days unless otherwise noted. A day shall begin at 12:00 a.m. and end at 11:59 p.m. In computing any time period prescribed or allowed herein, the day of the act or event from which the time period runs is not included and the last days of the time period is included unless that last day is a state or federal holiday, in which event the last day shall be the next business day.
- 24. BROKER ADMINISTRATIVE FEE:** BUYER agrees to pay Signature Resources, Inc. (d/b/a Century 21 Signature Real Estate) an administrative fee of \$125 at closing.
- 25. ACCEPTANCE**
- A. I/We hereby accept the above offer at _____ ☐ A.M. ☐ P.M. _____ day of _____, 20____.
- B. This offer rejected by _____ SELLER, Time _____ Date _____
- If accepted by the SELLERS on a later date and such acceptance if ratified in written form by BUYERS, then this Agreement will be valid and binding. Copies of all such notices shall also be sent to the Listing Agent and Selling Agent, or their Brokers.

NOTICE: Any notice required under this agreement shall be deemed delivered when it is received or provided either by hand delivery, facsimile, electronic communications or certified mail. Person designated for receipt or to give any notice shall Seller(s) and Buyer(s) at the addresses set forth below or their Broker or Agent. Electronic or facsimile transmissions sent to the other party or to the appropriate Broker, followed by electronic or faxed acknowledgement of receipt, shall constitute delivery of signed document. In the event this form is received by electronic transmission and/or email, the parties hereto acknowledge that they have not changed or altered the content of this form template. The parties agree to confirm such delivery by mailing or personally delivering a signed copy of the original document to the appropriate Broker/Agent.

Seller(s)/Buyer(s) Acceptance. Seller/Buyer hereby acknowledges having read this Agreement in its entirety, including the Standard Terms, and having received a copy of this Agreement.

☐ # of Addendum Attached _____

Seller's Signature <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Signature _____ Date _____</p> <p>Printed Name _____</p> <p>Address _____</p> <p>City, State, Zip _____</p> <p>Phone _____</p>	Buyer's Signature <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Signature _____ Date _____</p> <p>Printed Name Joe Jensen for Iowa Earth</p> <p>Address _____</p> <p>City, State, Zip _____</p> <p>Phone _____</p>
Seller's Signature <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Signature _____ Date _____</p> <p>Printed Name _____</p> <p>Address _____</p> <p>City, State, Zip _____</p> <p>Phone _____</p>	Buyer's Signature <div style="border: 1px solid black; padding: 2px;">  <div style="float: right; font-size: 8px;"> dotloop verified 12/08/18 2:02 PM CST ZBLQ-09HZ-XDUM-RDJK </div> </div> <p>Signature _____ Date _____</p> <p>Printed Name _____</p> <p>Address _____</p> <p>City, State, Zip _____</p> <p>Phone _____</p>
Century 21 Signature Real Estate Listing Brokerage Name <p>Brokerage License # _____ Agent Lic. # _____</p> <p>Roger Wheeler</p> <p>Agent _____ Cell Phone _____</p>	CENTURY 21 Signature Real Estate Selling Brokerage Name <p>F05009000</p> <p>Brokerage License # _____ Agent Lic. # _____</p> <p>Rog Wheeler</p> <p>Agent _____ Cell Phone _____</p>

**NOTICE OF HEARING ON A RESOLUTION TO CONSIDER THE SALE OF LOT 10
IN HUXLEY DEVELOPMENT CORPORATION PLAT 3 IN HUXLEY, STORY
COUNTY, IOWA TO JOE JENSEN D/B/A IOWA EARTH**

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

Lots 10 in Huxley Development Corporation Plat 3 in Huxley, Story County, Iowa (the "Property").

The Property will be sold for the fair market value of \$68,320.

The Huxley City Council will meet on the 8TH day of January 2019, at Huxley City Hall, 515 N Main Street, Huxley, Iowa for the purpose of holding a public hearing on the proposed sale and conveyance.

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

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

Jolene Lettow
City Clerk

Published in the _____ on the ____ day of _____ 2018.