

CITY COUNCIL MEETING NOTICE

HUXLEY CITY HALL - COUNCIL CHAMBERS - 515 N. MAIN AVENUE TUESDAY July 28, 2020 6:00 P.M.

AGENDA

- 1. ROLL CALL
- 2. APPROVE AGENDA AS PRESENTED AND/OR AMENDED
- 3. PRESENTATION/RECOGNITION Story County Housing Trust Fund
- 4. PUBLIC COMMENT (5 MINUTE TIME LIMIT FOR ITEMS NOT ON THIS AGENDA)
- 5. PUBLIC HEARINGS
- 6. CONSENT AGENDA These are routine business items and will be acted upon by one Roll Call Vote without separate discussion unless a Councilmember or citizen requests an item to be removed or considered separately.
 - a. Approve Minutes from July 13, 2020 Special City Council Meeting
 - b. Approve Minutes from July 14, 2020 Regular City Council Meeting
 - c. Approve Payment of Bills
 - d. Approve Resolution No. 20-073 Approval of Landscapes by Design Site Plan
 - e. Approve Resolution No. 20-074 Approval of Ballard School District Stadium Improvements Site Plan
 - f. Approve Resolution No. 20-075 Agreement for Services with Northland Securities
 - g. Approve Resolution No. 20-076 Biosolids Removal at Wastewater Treatment Plant
 - h. Approve Resolution No. 20-077 Meadow Lane Plat 4 Street Sign Placement

7. BUSINESS ITEMS

- a. Approval Resolution No. 20-078 Extension Agreement with M.R. Properties
- 8. INFORMATIONAL ITEMS
- 9. CITY ADMINISTRATOR AND DIRECTOR REPORTS
- 10. MAYOR AND COUNCIL REPORTS
- 11. ADJOURNMENT
- 12. WORKSESSION Draft 5 Year Capital Improvement Plan and Comprehensive Plan Update

UPCOMING WORK SESSION TOPICS

Comprehensive Plan
Main Street Revitalization
Zoning Ordinance Review and Amendments
Follow Up on Low-Moderate Income Fund uses
Other items of interest to City Council from working list

For more information on this and Office, City Administration Buildin Monday morning preceding Tues email by calling the Clerk's Office	ng at 515 N. Main Ave day's council meeting.	. Council agendas : . Citizens can also r	are available to the	public at the City C	lerk's Office

Huxley City Council Minutes - Special Council Meeting Monday, July 13, 2020

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 on the above date pursuant to rules of the council, notice posted at City Hall, onto website and emailed to news media. Mayor Kevin Deaton called the meeting to order at 8:09 am.

ROLL CALL: Peterson, Easter, Kuhn, Roberts; absent - Mulder

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

CITY STAFF PRESENT: Rita Conner – City Administrator, Jolene Lettow – City Clerk, Keith Vitzthum – Water Superintendent, Jeff Peterson – Public Works Director

CONSULTANTS PRESENT: Forrest Aldrich - City Engineer/Veenstra & Kimm

BUSINESS ITEMS:

Resolution No. 20-066 FY20-21 Salaries: Motion by Kuhn, second by Easter to approve increases using salary matrix. Council Councilman Kuhn asked what impact was to budget. Roll Call: Easter, Roberts, Peterson, Kuhn voted yes. Motion carried.

Ordinance No. 509 to Amend Code of Ordinances of the City of Huxley, Iowa by Amending Provisions of the Ordinance Regarding Chapter 90, Water Conservation Plan. Motion by Kuhn, second by Easter to approve first reading of ordinance. Roll call: Easter, Peterson, Roberts, Kuhn voted yes. Motion carried.

Motion by Kuhn, second by Easter to waive the second and third readings of ordinance. Roll call: Easter, Peterson, Roberts, Kuhn voted yes. Motion carried.

ADJOURNMENT: Motion by Easter, second by Peterson to adjourn meeting at 8:15am. 4 ayes, 0 nays. Motion carried.

Attest:	Kevin Deaton, Mayor	
Jolene R. Lettow. City Clerk		

HUXLEY CITY COUNCIL MEETING MINUTES Tuesday, July 14, 2020

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

ROLL CALL: Peterson, Easter, Kuhn, Mulder; absent - Roberts

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

CITY STAFF PRESENT: Rita Conner – City Administrator, Jolene Lettow – City Clerk, Keith Vitzthum – Water Superintendent, Jeff Peterson – Public Works Director, Gerry Stoll – Police Chief, Heather Denger – Parks and Recreation Director, Cathy VanMaanen – Library Director, Todd Moomaw – Fire Chief

CONSULTANTS PRESENT: Forrest Aldrich - City Engineer/Veenstra & Kimm; Amy Beattie — City Attorney/Brick Gentry Law Firm; Heidi Kuhl — Northland Securities

CONSENT AGENDA:

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

- a. Approve Minutes from June 23, 2020 Regular City Council Meeting
- b. Approve Minutes from July 8, 2020 Special City Council Meeting
- c. Approve Payment of Bills
- d. Approve Dollar General Cigarette Permit
- e. Approve Fenceline Alcohol Permit
- f. Approve Appointments to Park & Recreation Board
- g. Approve Appointment of Fire Department Personnel
- h. Approve Resolution No. 20-067 Final Payment I-35/HWY 210 Sewer and Water Extension
- i. Approve Resolution No. 20-068 Certificate Of Completion I-35/HWY 210 Sewer and Water Extension
- j. Approve Resolution No. 20-069 Payment Application No. 4 Water Main and Street Improvements
- k. Approve Resolution No. 20-070 Certificate of Substantial Completion Water Main and Street Improvements
- I. Approve Resolution No. 20-071 Meadow Lane Plat 4 Final Plat with Contingencies
- m. Approve Resolution No. 20-072 Acceptance of Meadow Lane Plat 4 Public Improvements

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

Claims:

ACCUJET LLC AFLAC ALDEN POOL AND MUNICIPAL S ALLIANT ENERGY ANKENY SANITATION ARNOLD MOTOR SUPPLY BELLA HOMES BOK FINANCIAL BOUND TREE MEDICAL BRICK GENTRY P.C. CALIBER CONCRETE LLC CAPITAL SANITARY SUPPLY CO CASEYS BUSINESS MASTERCARD CENTRAL IOWA LAWN & LANDSC	JET VAC FROM LASER WASH AFLAC DRY 120 DEHUMIDIFIER GAS AND ELECTRIC CITY BUILDING TRASH PICKUP ANTIFREEZE FOR RAS PUMPS BUILDING PERMIT DEPOSIT REFUND ACCEPTANCE FEE AMBULANCE SUPPLIES DEVELOPMENT HOINT PAVING GARBAGE BAGS GASOLINE DECK LIFT	900.36 4.00 2,423.00 8,874.09 257.94 185.52 1,000.00 300.00 52.64 687.50 280,179.98 150.95 30.61
		1,000.00
BOK FINANCIAL	ACCEPTANCE FEE	300.00
BOUND TREE MEDICAL	AMBULANCE SUPPLIES	52.64
BRICK GENTRY P.C.	DEVELOPMENT	687.50
CALIBER CONCRETE LLC	HOINT PAVING	280,179.98
CAPITAL SANITARY SUPPLY CO	GARBAGE BAGS	150.95
CASEYS BUSINESS MASTERCARD	GASOLINE	30.61
CENTRAL IOWA LAWN & LANDSC	DECK LIFT	328.90
CENTRAL IOWA REGIONAL TRAN	FY 2021 ASSESSMENT	431.00
CHITTY GARBAGE SERVICE INC	FD GARBAGE SERVICE	25.68
CITY OF AMES	RMS YEARLY FEES	20,782.30
COMPASS MINERALS AMERICA	COARSE ROCK SALT	7,284.45
COUNTRY LANDSCAPES INC.	2020 TREE SALE	4,037.00
D & K PRODUCTS	CHASER AMINE	1,800.00
DELTA DENTAL PLAN OF IOWA	3/4 TIME EMPLOYEE INSURANCE	713.68

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EBS	MEDICAL INSURANCE	16,566.25
EDWARD JONES	IRA	375.00
EMERGENCY MEDICAL PRODUCTS	AMBULANCE SUPPLIES	198.66
FIDELITY SECURITY LIFE	VISION INS	300.63
GRAFF EXCAVATING, INC.	I35 & HWY 210 WATER & SEWER EX	31,088.75
HACH COMPANY	WATER & WASTEWATER CHEMICALS	3,433.99
HEARTLAND CO-OP HEATHER HEDRICK	GLY STAR PLUS	45.50
	KIDS PROGRAM REFUND	7.00
HUXLEY COMMUNICATIONS COOP INNOVATIONAL WATER SOLUTIO	PHONE, CABLE, INTERNET HYDRONIC SYSTEM TESTING	1,420.75
INTEGRATED PRINT SOLUTIONS		269.15
INTEGRATED PRINT SOLUTIONS INTERNAL REVENUE SERVICE	GAITERS	371.00
INTERNAL REVENUE SERVICE IOWA DEPARTMENT OF PUBLIC	FED WITHOLDING TAX	12,379.53
IOWA DEPARTMENT OF PUBLIC	NCIC ACCESS	150.00
IOWA MUN. WORKERS' COMP. A	SANITIZER SPRAY ANNUAL WORKERS COMP INSURANCE	272,19
IOWA MON. WORKERS COMP. A		
IPERS	EMAIL LOCATES	102.60
JERICO SERVICES INC	IPERS	23,437.53
KEMPKER'S TRUE VALUE AND R	DUST CONTROL AT CENTENNIAL PAR	1,038.50
KENNEDY, RICK	SEE ATTACHED	964.36
LEEDS, JESSICA	KENNEDY, RICK WALMART REIMBURSEMENT	299.28
LIBERTY READY MIX		9.10
LINCOLN FINANCIAL GROUP	CONCRETE FOR N. LIFT STATION DISABILITY INSURANCE	• • • • • • •
LOWE'S	ADHESIVE REMOVER	1,231.44
MANATTS	CONCRETE FOR 100 E 1ST STREET	13.36
MARTIN NARIETTA MATERIALS	ROAD STONE	•
MASS MUTUAL RETIREMENT SER	DEFERRED COMPENSATION	851.42
MCFARLAND CLINIC		375.00
HEAD LUMBER CO	DR FLUGRAD EMS CONSULTING TREATED LUMBER	100.00
MEGAN BRENDELAND	REIMBURSEMENT FOR SPARE KEYS	186.50
MENARDS - AMES	SHOVEL, MOUSE BAIT, TRAPS, ETC	19.52
MISCELLANEOUS VENDOR	ICS PROPERTIES : US REFUND	40.29
MUNICIPAL SUPPLY	DINE MADERNA DATAM	
NEW CENTURY FS INC	UNLEADED FUEL MONTHLY IT SUPPORT	49.80
NICKOLAY CONSULTING, LLC	MONTHLY TH CIDDODT	3,159.14
OUTDOOR ENVISIONS	MULCH FOR PARKS	95.00
OXEN TECHNOLOGY	MICROSOFT 365 & ONLINE EXCHANG	864.00
PCC AN AMBULANCE BILLING S	AMBULANCE BILLING	241.00
POSTMASTER	POSTMASTER	508.39 429.21
SAFE BUILDING COMPLIANCE &	BUILDING INSPECTIONS	8,645.51
SPRINGER PROFESSIONAL HOME	PEST CONTROL	•
TASC - CLIENT INVOICES	FLEX SPENDING ADMIN FEES	42.00 69.82
TREASURER, STATE OF IOWA	STATE WITHHOLDING	6,089.00
U.S. CELLULAR	AMBULANCE CELL PHONE SERVICE	•
VEENSTRA & KIMM, INC.	HOINT-HWY 69 TO 5TH AVE	90.19 49,819.44
•	PD CELL PHONES & MDTS	49,819.44
VERIZON WIRELESS VERIZON WIRELESS - LERT B WINDSTREAM IOWA COMMUNICAT	WARRANT RECORD REQUEST	50.00
WINDSTREAM IOWA COMMUNICAT	DISPATCH PHONE	
THE STATE TOTAL COMMUNICATION	PIDIATON ENOMB	79.03

		Fund Expenses
001	GENERAL FUND	91,111.97
002	LIBRARY	5,224.55
003	RECREATION	5,421.58
004	FIRE AND RESCUE	17,195.46
006	CEMETARY	1.00
014	AMBULANCE	2,621.89
110	STREET	19,461.08
325	E. 1ST ST. CONSTRUCT	241.96
339	560 TH PAVING	14,504.36
340	TRAIL PAVING	299,388.95
342	HGMP GENERATOR	1,340.00
343	KUM N GO	33,636.09
600	WATER UTILITY	22,342.67
610	SEWER UTILITY	17,796.99
	PAYROLL	54,094.10
	GRAND TOTAL	\$584,382.66

INFORMATIONAL ITEMS:

- Updated Schedule and Process for Water Treatment Plant and Well Field Expansion Project
- Update on Strategic Planning/Goal Setting Process
- Huxley Project for Story County Urban Renewal Plan TIF Funds

ADJOURNMENT: Motion by Peterson, second by Mulder to adjourn meeting at 6:54pmm. 4 ayes, 0 nays. Motion carried.

Attest:	Kevin Deaton, Mayor	_
Jolene R. Lettow, City Clerk		

7-28-20 Council Claims

	A	В		С
1	VENDOR NAME	DESCRIPTION	GR	OSS AMOUNT
2	AMERICAN BUSINESS PHONES	WORK ON PHONE SYSTEM	\$	477.80
3	AMES ECONOMIC DEVELOPMENT	FY21 SERVICES	\$	30,000.00
4	ARNOLD MOTOR SUPPLY	CHOKE CABLE	\$	15.59
5	BAKER & TAYLOR ENTERTAINME	BOOKS	\$	354.45
6	BARNHART	OFFLOAD CONCRETE BOX	\$	525.00
7	BELLA HOMES	BUILDING PERMIT DEP REFUND	\$	1,000.00
8	BOUND TREE MEDICAL	EMS/AMBULANCE SUPPLIES	\$	790.48
9	BOWERS, CHARLES A	560TH AVE CONSTRUCTION EASEMENT	\$	1,000.00
10	BRADLEY POWERS & STACEY DA	560TH TEMP CONSTR EASEMENT	\$	95.00
11	BROWN SUPPLY CO. INC.	CLAMPS	\$	91.00
12	BUD'S AUTO REPAIR INC	VEHICLE REPAIR AND MAINTENANCE	\$	1,079.35
$\overline{}$	CARDMEMBER SERVICE	SEE ATTACHED	\$	4,016.23
14	COLLINS, CHAD AND PRISCILL	560TH AVE. TEMP CONSTR EASEMEN	\$	99.00
15	COMPASS MINERALS AMERICA	COARSE BULK SALT	\$	3,635.99
16	COMPUTER RESOURCE SPECIALI	COMPUTER WORK	\$	490.17
17	CONFERENCE TECHNOLOGIES, I	CHANGE ORDER FOR CHAMBERS	\$	976.00
18	CONSUMERS ENERGY	ELECTRIC	\$	11,503.63
19	DOLLAR GENERAL-REGIONS 410	SUPPLIES	\$	61.80
20	DORSEY & WHITNEY LLP	2019 UR AREA & HARVESTER HOUSING	\$	10,671.00
21	GARBAGE GUYS	CENTENNIAL PARK TRASH PICKUP	\$	110.00
22	GATEHOUSE-DB IOWA HOLDINGS	LEGAL PUBLICATIONS	\$	268.31
23	GRAFF EXCAVATING, INC.	I-35/HWY 21 SEWER/WATER EXT	\$	551.00
24	HACH COMPANY	SENSOR CAPS	\$	264.81
25	HAWKINS, INC.	WATER TREATMENT CHEMICALS	\$	5,307.58
-	HEINEN, THOMAS A AND SHEILA	560TH AVE TEMP CONSTR. EASEMEN	\$	500.00
27	I & S GROUP, INC.	WATER MAIN & STREET IMPROVE	\$	624.00
28	INTERNAL REVENUE SERVICE	PAYROLL TAXES	\$	12,537.99
29	INTERSTATE BATTERIES	BATTERIES	\$	9.70
30	IOWA DOT	RAIN GEAR	\$	174.86
31	IOWA ONE CALL	EMAIL LOCATES	\$	144.90
32	KEVIN & JEANNIE WILLIAMS	560TH AVE TEMP CONSTR EASEMENT	\$	34.20
33	KEYSTONE LABORATORIES	WATER SAMPLING	\$	175.20
34	LEONARD & JACQUELINE LARSO	STORM SEWER & WATER EASEMENT	\$	560.00
35	MANATTS	WATER MAIN & STREET IMPROVEMEN	\$	117,213.04
36	MARCO, INC.	BW AND COLOR COPIES	\$	229.07
37	MARY GREELEY MEDICAL CENTE	TIER	\$	200.00
38	MID-IOWA OCCUPATIONAL TEST	RANDOM DRUG TESTING	\$	135.00
39	NEW CENTURY FS INC	LP GAS CONTRACT	\$	510.39
40	OPEN SKY, LLC	SANITARY SEWER EASEMENT	\$	504.00
41	OXEN TECHNOLOGY	REMOTE LABOR	\$	510.00
42	PCC AN AMBULANCE BILLING S	JUNE AMBULANCE BILLING	\$	640.36
43	PERSEVERANCE, LLC	560TH AVE TEMP CONSTR. EASEMEN	\$	215.08
44	POSTMASTER	BULK POSTAGE	\$	434.63
45	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	\$	96.12
46	STAR EQUIPMENT LTD.	CRACK SEALANT	\$	1,822.50

7-28-20 Council Claims

	A	В	 С
47	STORY COUNTY SHERIFF'S OFF	DISPATCH SERVICES-1ST QRTR	\$ 6,329.96
48	SYNCB/AMAZON	BOOKS, DVDS, SUPPLIES, PROGRAM	\$ 398.38
49	TASC	FLEX BENEFIT PLANS	\$ 597.89
50	TENNIS COURTS UNLIMITED, I	TENNIS, PICKLEBALL, BB COURTS	\$ 52,914.00
51	TREASURER OF STATE	UNCLAIMED PROPERTY SUBMISSION	\$ 196.52
52	TYLER TECHNOLOGIES, INC.	ANNUAL INCODE MAINTENANCE	\$ 12,727.94
53	U.S. BANK EQUIPMENT FINANC	COPIER LEASE	\$ 101.68
54	USA BLUEBOOK	LIQUIFRAM FLOUROFILM	\$ 316.44
55	VERIZON WIRELESS	PUBLIC WORKS CELL PHONES	\$ 345.36
56	ZACH FARRELL	CHARGE CORD REIMBURSEMENT	\$ 21.39
57	Payroll Expense		\$ 56,534.06
58	GRAND TOTAL		\$ 341,138.85
59			
60		FUND TOTALS	
	001 GENERAL FUND	115,224.30	
	002 LIBRARY	2,113.33	
	003 RECREATION	1,654.44	
-	004 FIRE AND RESCUE	418.54	
65	014 AMBULANCE	2,097.78	
66	110 ROAD USE TAX	7,055.09	
67	339 560TH AVENUE PAVING	3,007.28	
68	343 KUM N GO WATER & SEWER	1,076.00	
69	344 STREET & WATER REPAIRS	117,837.04	
70	600 WATER UTILITY	21,638.03	
71	610 SEWER UTILITY	12,482.96	
72	01 PAYROLL EXPENSE	56,534.06	
73	GRAND TOTAL	341,138.85	
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7-28-20 Council Claims

	A	В		С
93	Cardmember Services (Visa)			
		amazon prime, window envelopes, call bell,		
	1	go daddy domain rights, bowls, monthly		
94	Admin	zoom fee	\$	1,026.28
		postage, oriental trading, dollar tree, sam's		
95	Council	club, fareway, celebrations party	1	
96	Parks	trees for plaza project, hand dryers,	\$	991.24
		chevy seat repair, air valve for sweeper, go		
97	Streets	daddy domain rights,	\$	255.95
		postage, oriental trading, dollar tree, sam's		
98	Library	club, fareway, celebrations party	\$	249.67
		fitness on demand, go daddy domain rights,	1	
99	Parks and Rec	floor scraper rental, disposable wipes,	\$	327.37
		toner for data master, go daddy domain		
100	PD	rights	\$	54.43
		2008 chevy seat repair, go daddy domain		
		rights, post-its, air freshener, cd storage		
101	ww	bags, amber light,	\$	407.01
		filter rehab, rope, go daddy domain rights,	1	
		key for mvrs, monitor, janitorial supplies,		
	Water	hdmi to vga adapter, usb to hdmi adapter	\$	704.28
103	Total		\$	4,016.23

Landscapes by Design

COUNCIL COMMUNICATION

AGENDA HEADING:

Landscapes by Design Site Plan

SUBMITTED BY

Rita Conner, City Administrator

SYNOPSIS:

Landscapes by Design is a design and landscape maintenance company that provides professional services to both residential and business clients. In addition, the company provides landscape lighting, ground maintenance and snow removal services. Currently located in Slater, this project will relocate the company to a 4.74 acre lot in the Huxley Development Park.

The project was previously reviewed and approved by the Planning & Zoning Commission and Council in 2018, but the project was then put on hold. Staff requested a resubmittal for due to the amount of time that has passed.

Additional information is below and in the attachments.

ADDITIONAL INFORMATION:

- The building will provide for a combination of cold storage, heated shop space and outdoor product display
- Project is proposed to be initiated in August and completed in December, with the potential for some outdoor elements to have final completion in spring 2021
- The project was approved in 2018 with paved surfaces with the exception of a limited materials storage area. Planning & Zoning Commission approved the plan at their July 20 meeting with these same conditions.

RECOMMENDATION: APPROVAL

BOARD AND COMMISSION ACTIONS: Approved by Planning & Zoning Commission July 20, 2020

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- Initiation of work on the project
- Inspection and final approval of Certificate of Occupancy

RESOLUTION NO. 20-073

RESOLUTION APPROVING LANDSCAPES BY DESIGN SITE PLAN

WHEREAS, Landscapes by Design is a Slater, Iowa landscape design and maintenance company planning to relocate to the Huxley Development Park and;

WHEREAS, the Planning & Zoning Commission reviewed the site plan for the project at their July 20, 2020 meeting and;

WHEREAS, the site plan was approved as presented.

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

The site plan as presented is hereby approved.

Roll Call	Aye	Nay	Absent
Nate Easter David Kuhn	1).		
Greg Mulder		€ ***** :	-
Rick Peterson			-
Tracey Roberts	-	-	{

PASSED, ADOPTED AND APPROVED this 28th day of July 2020.

APPROVAL BY MAYOR

I hereby approve the foreg	oing Resolution	No. 20-073 b	y affixing	below my	official	signature	as
Mayor of the City of Huxley, Iowa				-		_	

ATTEST:	Kevin Deaton, Mayor
Jolene R. Lettow, City Clerk	



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320 515-225-8000 • 515-225-7846 (FAX) • 800-241-8000 (MATS)

July 16, 2020

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

HUXLEY, IOWA LANDSCAPES BY DESIGN INDUSTRIAL PARK LOT 11 SITE PLAN

We have reviewed the site plan for Landscapes by Design located in the Huxley Industrial Park and find it acceptable.

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

VEENSTRA & KIMM, INC.

Forrest S. Aldrich

FSA:dml 45229-034

cc: Jeff Peterson, City of Huxley (e-mail)
Brad Freeman, Olsson Associates (e-mail)
David John, Landscape by Design (e-mail)

Landscapes By Design, Inc PO Box 506 Slater, IA 50244 (515)685-2508

July 16, 2020



Landscapes By Design Inc. Office Facility Summary

This site will serve as the office for Landscapes by Design Inc. We will run our day to day business from this location. Employees will meet in the morning, prepare for their workday offsite, and then return at the end of the day. Typically there will only be 3-4 people in the office daily. We have a designated office space, a climate controlled space for storage in the winter months, and non-climate controlled storage for year round storage. The site will be paved in the front of the building and along the side for parking. The back of the building has paving 30' out from the building for access to the building and an area for loading and unloading of trucks. The back area 30' beyond the building will have a gravel lot used for loading and unloading of materials, and storage bins for construction material consisting of sand, rock, soil, rubble, mulch, etc... Other material on the gravel could consist of concrete block, concrete pavers, stone, and other possible landscaping materials.

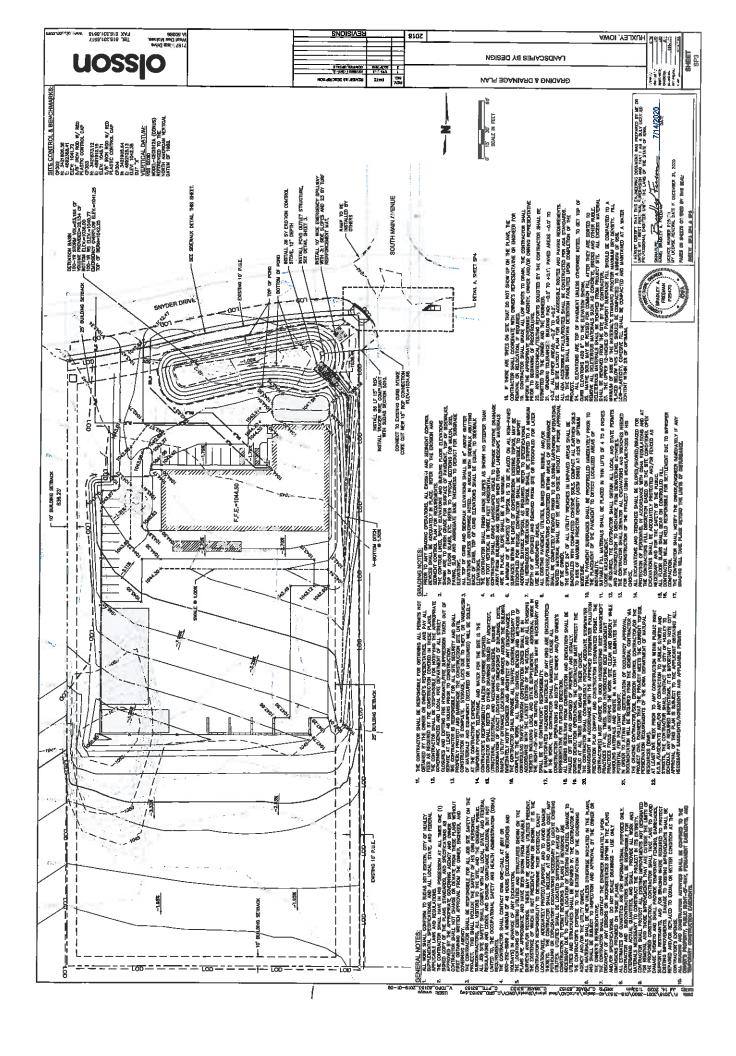
The current budget for this project is between \$850,000-\$900,000. This will cover all proposed planned items in the construction documents. We would like to commence construction at the beginning of August 2020 and be completing construction in December 2020. Depending on the weather, some outside items of this project might need to be completed in the Spring of 2021, but we would like to gain a minimum of temporary occupancy in December 2020.

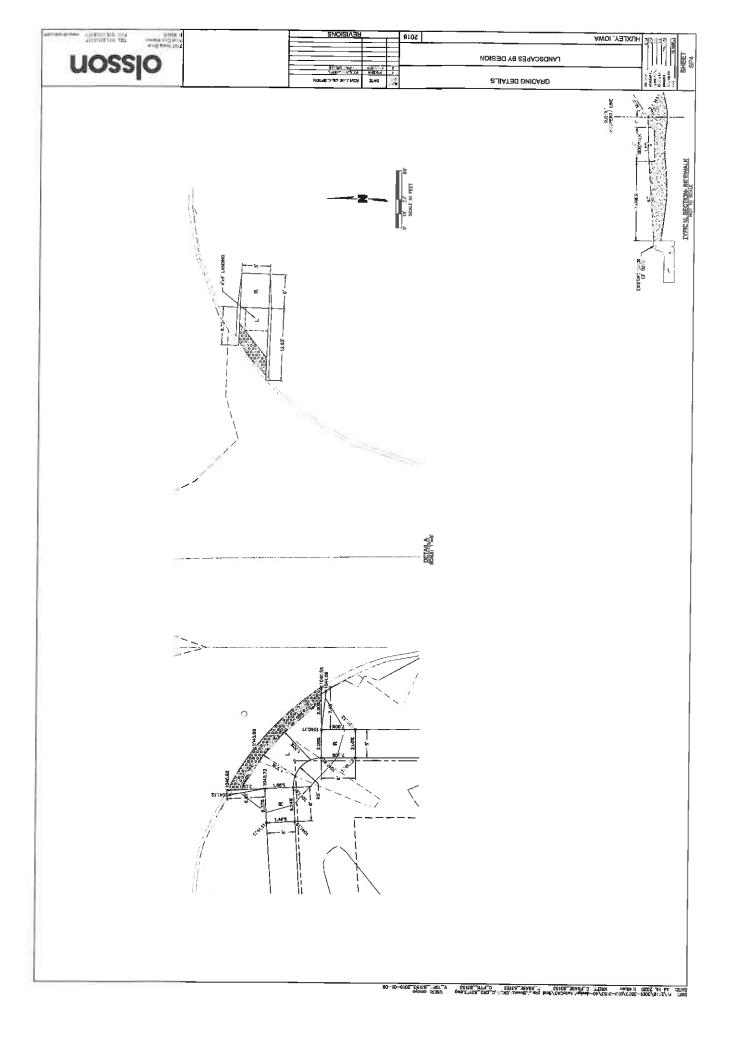
If you have any questions concerning this project, please contact David John at 515-685-2508, or at <u>david</u> <u>@lbdiowa.com</u>.

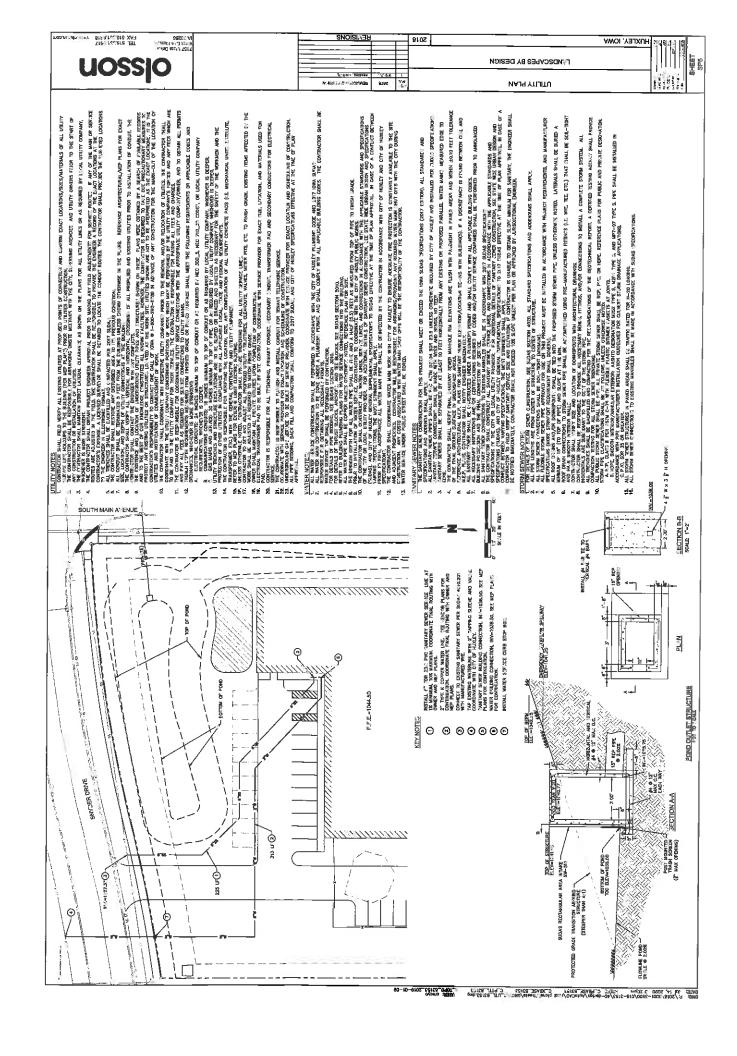
Sincerely,

David John, Partner

Enclosures:







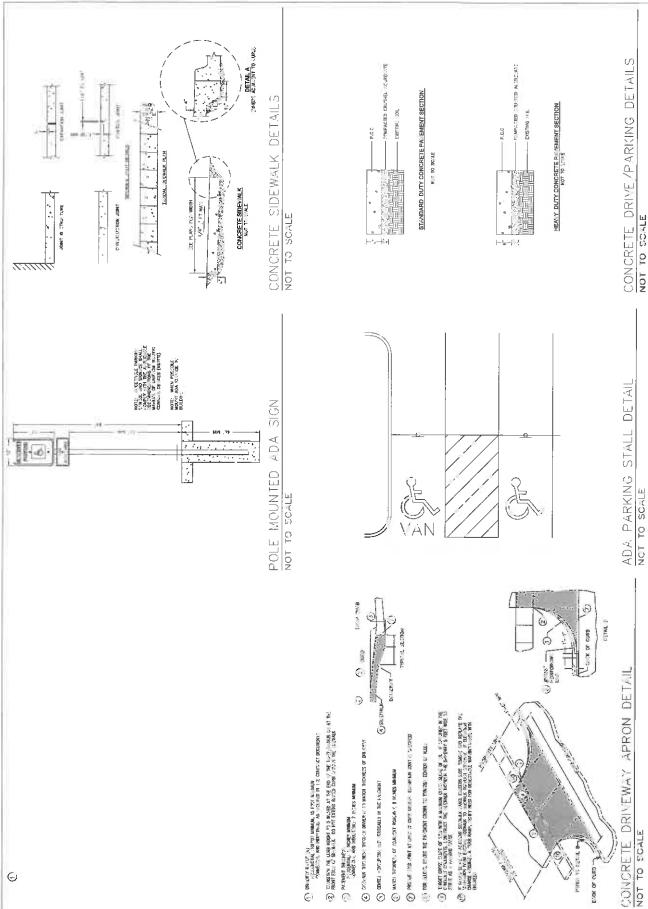
PRC ECT#

SP7 FR. ANG #

SCALE: SEE DETAIL!

II SNADER DRILE, HUXLEY, IN 50124 OFFICE FACITLY "SWYDER INC



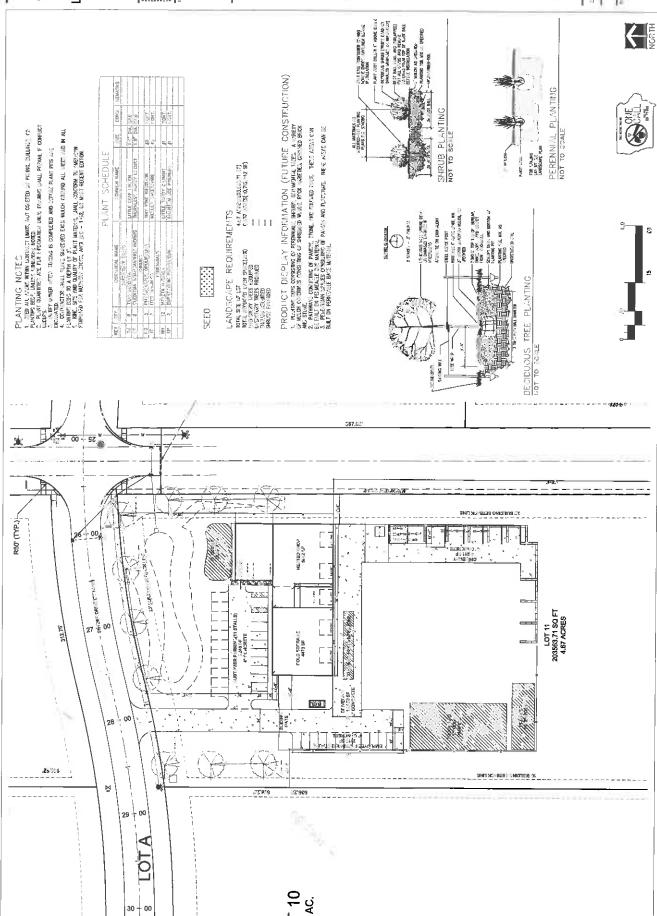


SPE 9 Chiefell

CALE: 1"m 30'-

II SNADER DRI'E, HUXLEY, I., SO124 OFFICE FACITLY "SNYDER LANDSCAPES BY DESIGN INC





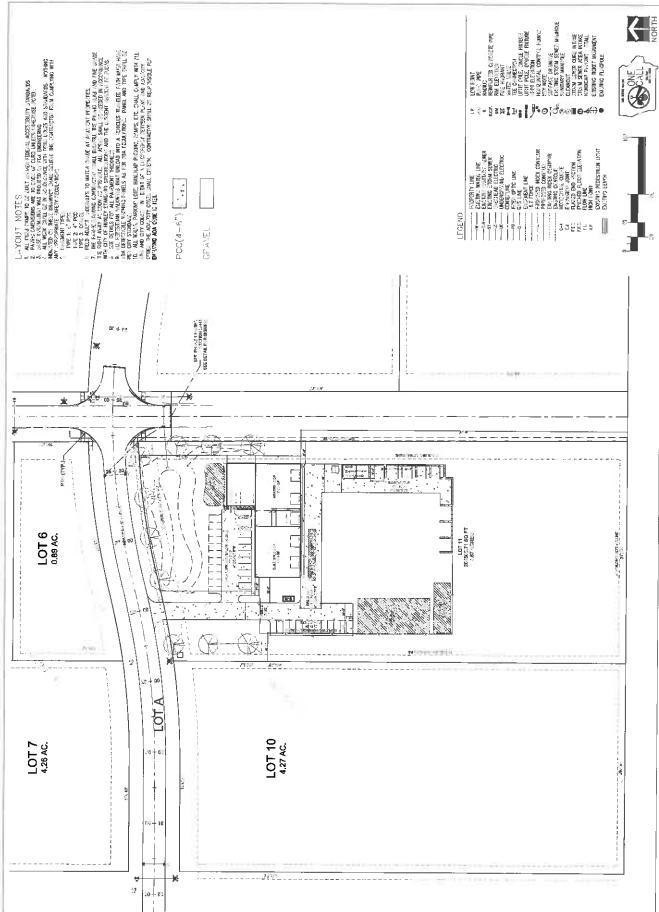
SC.LE: 1"= 40"-0"

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SP2

11 ENYDER ORIVE, HUNLEY, 1A 50124 OFFICE FACITLY " SNECE LANDSCAPES BY DESIGN INC





Ballard School District Stadium Improvements Site Plan

COUNCIL COMMUNICATION

AGENDA HEADING:

Ballard School District Stadium Improvements Site Plan

SUBMITTED BY

Rita Conner, City Administrator

SYNOPSIS:

Ballard School District has presented information for a project to undertake improvements at the existing stadium adjacent to the middle school. Work will include a new synthetic turf football / soccer field, new storage building, new press-box, new stadium entry and ticket booth, concession building renovations, fencing, paving, grading, utility services, and seeding.

Additional information is below and in the attachments.

ADDITIONAL INFORMATION:

Anticipated project schedule:

- o Fall 2020:
 - Concessions Remodel
 - Ticket Booth
 - Press Box
- o Summer 2021
 - Field Turf
 - Fencing

RECOMMENDATION: APPROVAL

BOARD AND COMMISSION ACTIONS: Approved by Planning & Zoning Commission July 20, 2020

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- Initiation of work on the project
- Inspection and final approval of Certificate of Occupancy

RESOLUTION NO. 20-074

RESOLUTION APPROVING BALLARD SCHOOL DISTRICT STADIUM IMPROVEMENTS SITE PLAN

WHEREAS, Ballard Community School District submitted site plan for improvements to the district stadium and; WHEREAS, the Planning & Zoning Commission reviewed the site plan for the project at their July 20, 2020 meeting and; WHEREAS, the site plan was approved as presented. NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Huxley, Iowa, as follows: The site plan as presented is hereby approved. Roll Call Aye Nay Absent Nate Easter David Kuhn Greg Mulder Rick Peterson Tracey Roberts PASSED, ADOPTED AND APPROVED this 28th day of July 2020. APPROVAL BY MAYOR I hereby approve the foregoing **Resolution No. 20-074** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 28th day of July 2020 Kevin Deaton, Mayor ATTEST:

Jolene R. Lettow, City Clerk

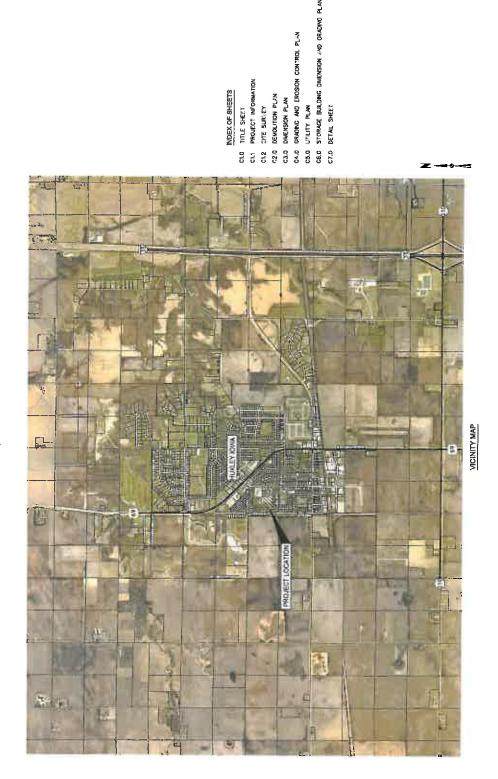


SITE PLANS

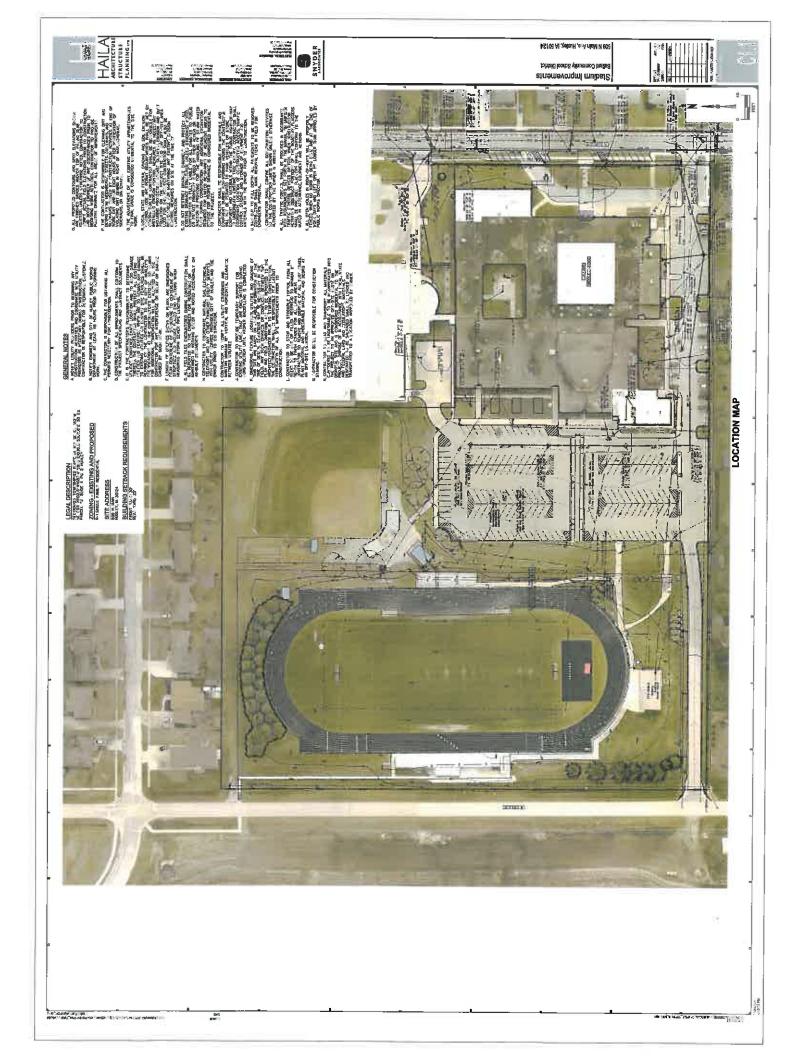
STADIUM IMPROVEMENTS

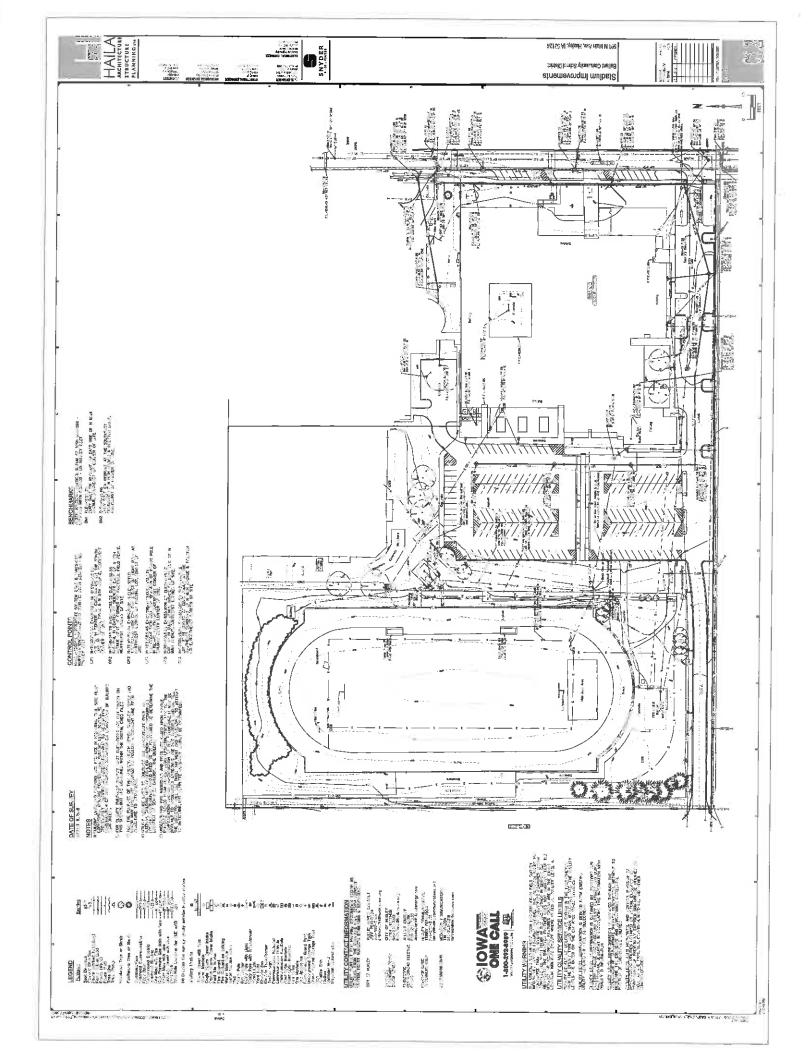
BALLARD COMMUNITY SCHOOL DISTRICT

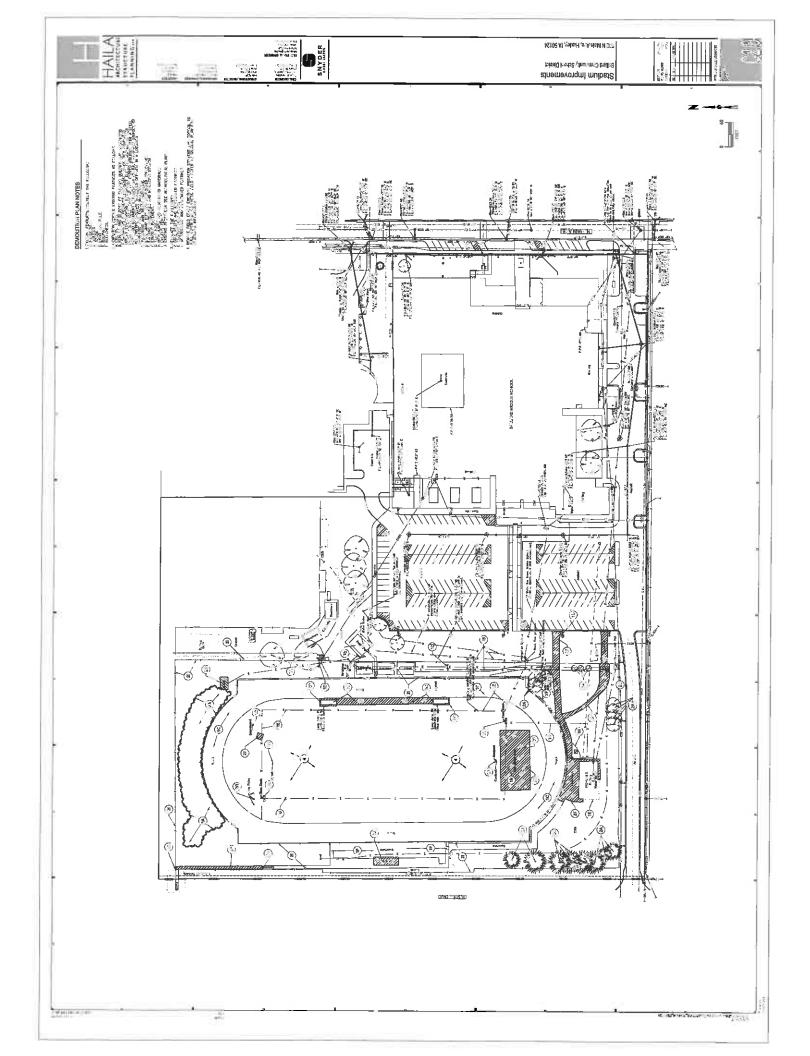
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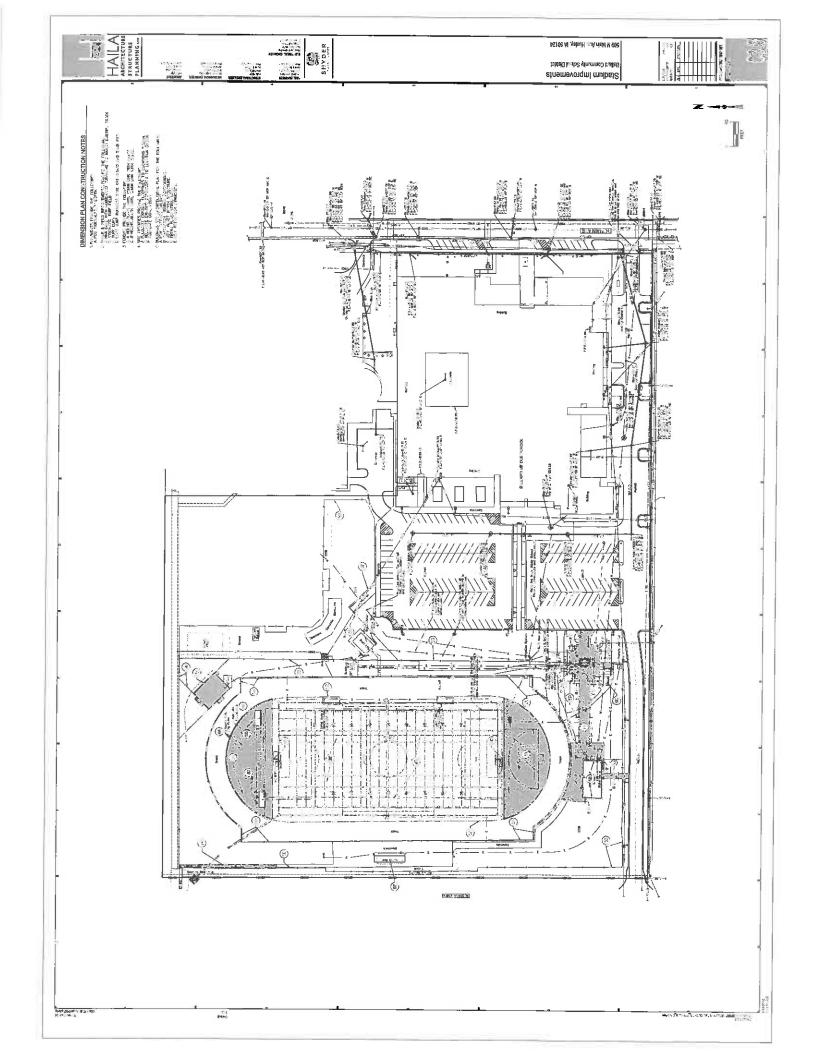


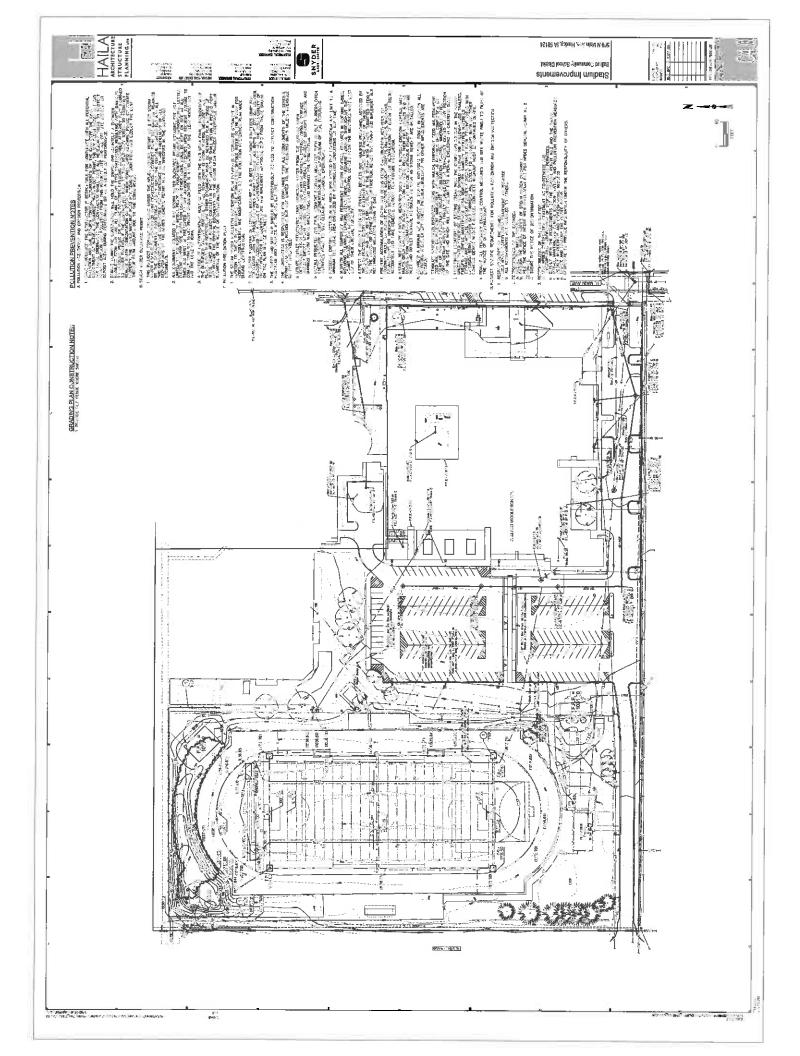
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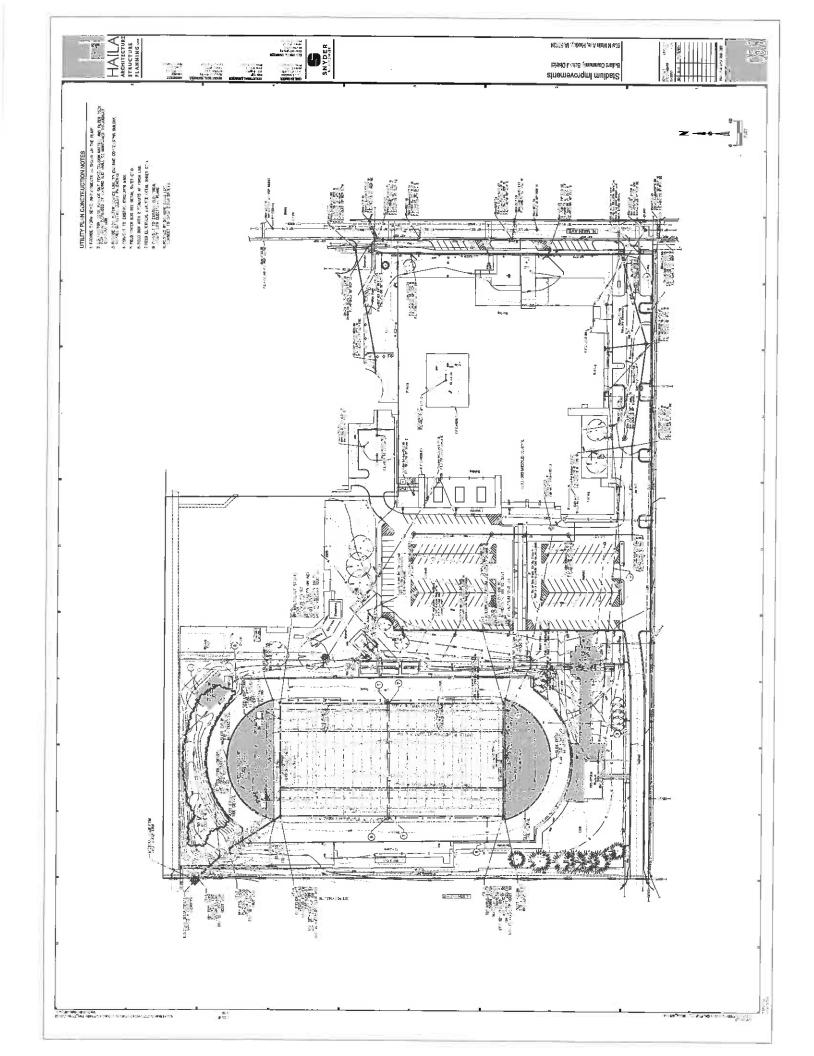


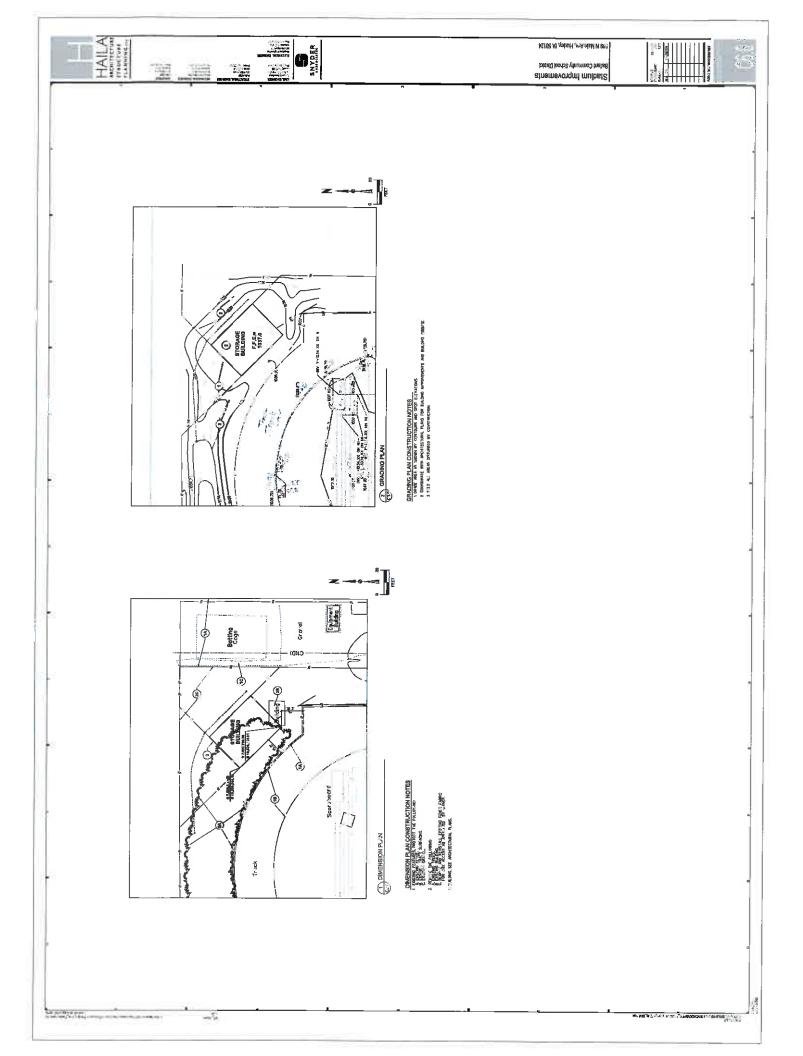


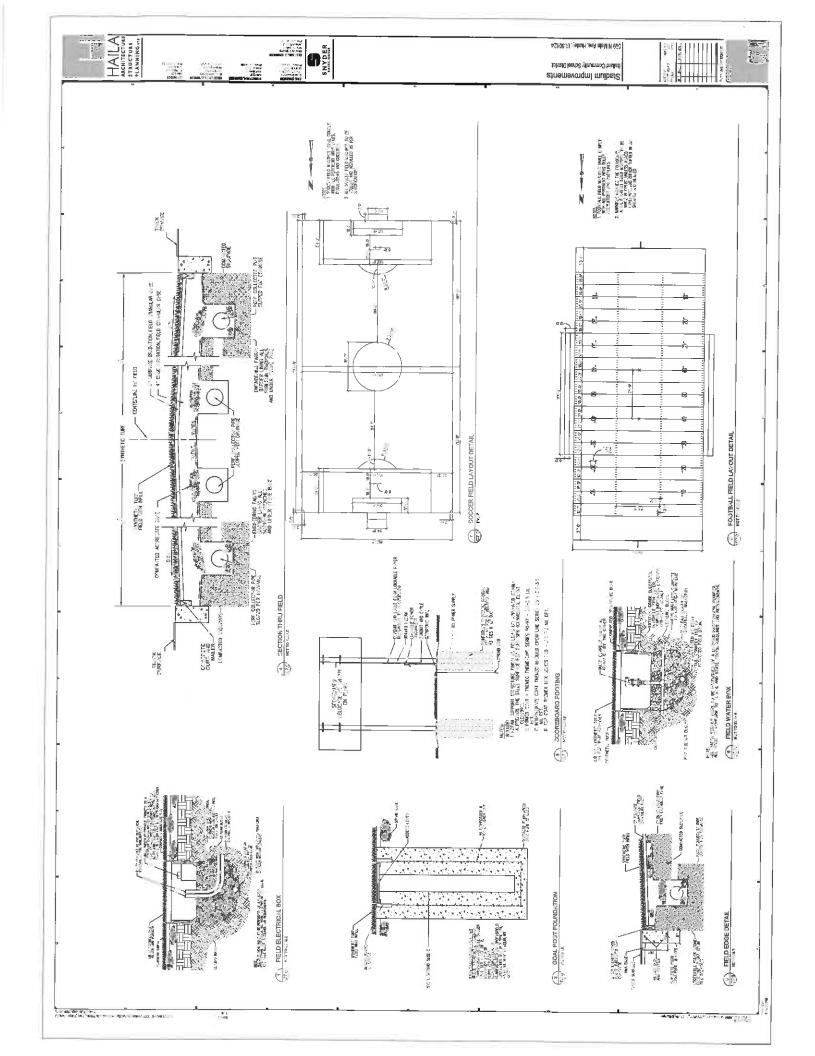












Northland Securities Service Agreement

COUNCIL COMMUNICATION

AGENDA HEADING:

Resolution for Agreement for Services with Northland Securities

SUBMITTED BY

Rita Conner, City Administrator

SYNOPSIS:

Recommend approval of engaging Northland Securities (Chip Schultz, Managing Director and Heidi Kuehl, Director 6903 Vista Drive, West Des Moines, Iowa 50266) to serve as underwriters for the issuance of Water Revenue Bonds to finance improvements to the City's Water Treatment Plant, water system improvements and potential refunding of the City's Water Revenue Refunding Bonds, Series 2013B.

This action provides the ability to retain Northland Securities to assist City staff on financing scenarios for the water treatment plant and well field expansion project and to pursue required steps in the bond issuance process.

FISCAL IMPACT: YES

Amount: To be determined. In August, final draft project costs and recommended financing scenarios will be presented to Council for the project

ADDITIONAL INFORMATION:

- Staff will work with Northland Securities on financing scenarios including water revenue bond issuance on 15-and-20year terms with projected interest rates
- Staff will work with Northland Securities and V & K to model additional population projections and plant capacity needs and present to Council for review
- As part of this exercise, staff will also re-review revenue projection and revenue sources shared with Council during the FY 20/21 budget process

ADMINISTRATOR RECOMMENDATION: APPROVAL

BOARD/COMMISSION ACTION(S): NONE

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

Proceed with review and project financing and initiate work

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

RESOLUTION NO. 20-075

RESOLUTION APPROVING AGREEMENT FOR SERVICES WITH NORTHLAND SECURITIES

WHEREAS, the City of Huxley has evaluated information regarding expansion of its water treatment and production facilities including financing capital projects and;

WHEREAS, Northland Securities has presented information allowing the City to receive services from their company and agents to further the evaluation of financing including Water Revenue Bond issuance and;

WHEREAS, the Agreement for Services as presented is in order and recommended for approval by Council.

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

The agreement for services as presented is hereby approved.

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

PASSED, ADOPTED AND APPROVED this 28th day of July 2020.

<u>APPROVAL BY MAYOR</u>

I hereby approve the foregoing <u>Resolution No. 20-075</u> by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 28^{th} day of July 2020

ATTEST:	Kevin Deaton, Mayor	_
Jolene R. Lettow, City Clerk	_	



July 13, 2020

Rita Conner, City Administrator Jolene R. Lettow, City Clerk/Finance Officer City of Huxley 515 N. Main Avenue Huxley, Iowa 50124

RE: Engagement of Northland Securities as Underwriter

Dear Rita and Jolene:

The purpose of this letter is to comply with federal regulations. Federal security regulations require you to affirmatively engage Northland Securities before we can provide you with advice on the issuance of municipal securities acting in the capacity of underwriter. This letter establishes the engagement.

The City of Huxley, Iowa (the "City") seeks to engage Northland Securities to serve as underwriter for the issuance of Water Revenue Bonds to finance improvements to the City's Water Treatment Plant, water system improvements and potential refunding of the City's Water Revenue Refunding Bonds, Series 2013B (the "Issue"). This engagement applies solely to the Issue. The engagement is nonbinding. The City is under no obligation to undertake the Issue. The City may determine not to undertake a negotiated financing and to engage Northland in a role other than an underwriter.

The City desires Northland to provide all of the services needed to create and execute a plan to underwrite the Issue, including:

- 1. Advice regarding the structure, timing, terms, and other similar matters (including actions needed to authorize the issuance) of the Issue.
- 2. Preparation of rating strategies and presentations related to the Issue.
- 3. Assistance in the preparation of the preliminary and final official statements.
- 4. Assistance with the closing of the Issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for such closing.
- 5. Coordination with respect to obtaining CUSIP numbers and the registration of the Issue with the book-entry only system of the Depository Trust Company.
- 6. Preparation of post-sale reports for such municipal securities.

In acting as underwriter, Northland has a duty under rules of the Municipal Securities Rulemaking Board (MSRB) to make certain disclosures to the City concerning its role, its compensation, and actual or potential material conflicts of interest. In engaging Northland in this capacity, the Issuer should be aware of the following:

1. Acting as underwriter for the Issue, Northland will provide advice to the City with respect to the structure, timing, terms, and other similar matters concerning the Issue. The City is responsible for understanding and assessing the implications of the Issue.

- 2. Northland will purchase, or arrange for the placement of, the Issue in an arm's-length commercial transaction with the City. In this process, Northland is required to deal fairly at all times with both the City and investors. Northland has a duty to purchase the Issue from the City at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable.
- 3. Under federal securities laws Northland does not have a legal fiduciary duty to the City (unlike a municipal advisor) and is, therefore, not required by federal law to act in the best interests of the City without regard to its own financial or other interests. Northland has financial and other interests that differ from those of the Issuer.
- 4. Northland will coordinate the issuance process including closing and delivery of proceeds. Northland will review the official statement for the Issue in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.
- 5. Northland will disclose any potential or actual material conflicts related to this engagement.
- 6. Northland's compensation is based on the size of the Issue and is contingent on the closing of the Issue (see below). The MSRB has identified this means of compensation as presenting a conflict of interest, because it may cause Northland to recommend a transaction that it is unnecessary or to recommend that the size of the transaction be larger than is necessary.

For serving as underwriter with respect to the Issue, Northland shall be paid an underwriter's discount based on a percentage of the total par amount of the Issue. A "not to exceed" percentage for underwriter's discount will be determined when the actual terms of the Issue have been set and therefore compensation is not included as part of this letter. The compensation due to Northland shall be deducted from proceeds at closing.

Northland agrees to pay the following expenses from its fee:

- Out-of-pocket expenses such as travel, long distance phone, and copy costs.
- Preparation of the bond transcript.

The City agrees to pay for all other expenses related to the processing of the Issue including, but not limited to, the following:

- Engineering and/or architectural fees.
- Publication of legal notices.
- Bond counsel and local attorney fees.
- Fees for various debt certificates.
- The cost of printing Official Statements, if any.
- City staff expenses.
- Rating agency fees, if any.
- Bond insurance fees, if any.
- Accounting and other related fees.

It is expressly understood that there is no obligation on the part of the City under the terms of this engagement to undertake the Issue. If not issued, Northland agrees to pay its own expenses and receive no fee for any services it has rendered.

To engage Northland Securities as underwriter for the Issue as described in this letter, please sign and return this letter. In signing this letter, the City acknowledges and accepts the representations made in this letter. We look forward to working with you on this Issue. I would be happy to

discuss this letter, our relationship with the City for the Issue, or other aspects of applicable federal securities regulations.

Sincerely,

Clifton (Chip) Schultz Managing Director

Heidi Kuhl

Heidi Kuhl Director

Engagement of Northland Securities as underwriter and receipt of related disclosures acknowledged by the City of Huxley, Iowa.

Wastewater Treatment Plant Biosolids Removal

AGENDA HEADING:

Approving Biosolids Removal at Wastewater Treatment Plant

SUBMITTED BY: AJ Strumpfer, Wastewater Superintendent, Rita Conner, City Administrator

SYNOPSIS:

Recommend approval to conduct bisolid removal project with Telum Biosolids (Jared Burma, President 2045 Grand Avenue Suite A 50325) at the plant. The removal of biosolids is to keep effluent ammonia within compliance levels with the Iowa Department of Natural Resources (IDNR).

Staff has been working to optimize levels at the plant for several weeks following an excessive amount of biosolids received. Staff is working with City Administrator on communication with the industrial company that the biosolids are identified to be associated with. The company has been notified and is taking steps operationally to address the issue from their end. A future Council agenda will contain separate item to propose reimbursement of charges that the City has incurred, but the work recommended in this Council Communication is needed now.

Additional information is below.

FISCAL IMPACT:

Amount: Not to exceed \$15,000

Funding Source: City of Huxley Wastewater Fund, maintenance

ADDITIONAL INFORMATION:

- The amount of biosolids received at the plant has prompted hauling out one of the biosolids holding tanks. The more biosolids produced, the more need to take clear water off. Doing so requires shutting off air and mixers. The more this is done, the less dissolved oxygen is available. This results in sepsis and increased ammonia levels.
- Ammonia limits are being exceeded when the clear water is taken off the holding tanks. The allowed daily limit is 4.9 mg/l. Amounts of 6.2-7 mg/l after decant have been showing during testing. Normal BOD for this time of year should be around 180-330 mg/l, the BOD seen is upwards of 600-750 mg/l, which can result in IDNR violation if not addressed.
- The industrial company is developing a plan to install an evaporator system that will take all of its production waste rather than discharging to the plant.

RECOMMENDATION: APPROVAL

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- Conduct work and monitor levels
- Work with company on optimizing output and addressing costs

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

RESOLUTION NO. 20-076

RESOLUTION APPROVING BIOSOLIDS REMOVAL AT WASTEWATER TREATMENT PLANT

WHEREAS, the City of Huxley Wastewater Treatment Plant experienced excessive amounts of biosolids received in recent weeks and;

WHEREAS, work is necessary to remove biosolids and have the removal contractor take material to authorized location for agricultural use and;

WHEREAS, Telum Biosolids is recommended for Council approval as the contractor with an amount not to exceed \$15,000.

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

The biosolids removal work with Telum Biosolids is hereby approved.

Roll Call	Aye	Nay	Absent
Nate Easter David Kuhn	2==		
Greg Mulder			
Rick Peterson	-	-	
Tracey Roberts	-	-	
·	-		====
PASSED, ADOPTED AND APPROVED this 28th day of July 2020.			

APPROVAL BY MAYOR

I hereby approve the fo	oregoing Resolution No.	<u>. 20-076</u> by affixing t	elow my official	signature as
Mayor of the City of Huxley, Id	lowa, this 28th day of July	2020	•	U

ATTEST:	Kevin Deaton, Mayor	
Jolene R. Lettow, City Clerk		

Meadow Lane Plat 4 Street Sign Placement

AGENDA HEADING:

Meadow Lane Plat 4 Street Sign Placement

SUBMITTED BY: Gerry Stoll, Police Chief

SYNOPSIS:

Recommend approval of signage on the Meadow Lane development, plat 4.

FISCAL IMPACT: NONE

Developer responsible for signage costs

ADDITIONAL INFORMATION: YES

Prairie View sign placement

Stop sign placement as follows:

- SW corner of Lot# 12 for WB traffic
- SE corner of Lot# 11 for SB traffic
- NW corner of Lot# 13 for NB traffic
- NE corner of Lot# 10 for EB traffic
- SW corner of Lot# 1 for SB traffic

No Parking sign placement are as follows.

- SW corner of Lot# 8 for SB traffic
- SW Corner of Lot# 3 for SB traffic

25mph Speed Limit signs placement are as follows.

- SW corner of Lot# 8 for SB traffic
- SW corner of Lot# 3 for SB traffic
- NW corner of Lot# 14 for NB traffic
- NW corner of Lot# 19 for NB traffic

Meadow Lane sign placement

Stop Sign placement as follows.

- SW corner of 600 Meadow Brooke PL for WB traffic
- NE corner of 519 Meadow Brooke PL for EB traffic

No Parking sign placement as follows.

NW corner of Lot# 10 for EB traffic

25mph Speed Limit sign placement as follows.

- NW corner of Lot# 10 for EB traffic
- SW corner of Lot# 11 for WB traffic

E 4th St sign placement

No Parking sign placement as follows.

• SW corner of Lot# 1 for WB traffic

25mph Speed Limit sign placement as follows.

• SW corner of Lot# 1 for WB traffic.

Stop Sign placement are as follows.

- SW corner of Lot# 12 for WB traffic
- SE corner of Lot# 11 for SB traffic
- NW corner of Lot# 13 for NB traffic
- NE corner of Lot# 10 for EB traffic
- SW corner of Lot# 1 for SB traffic

No Parking sign placement are as follows.

- SW corner of Lot# 8 for SB traffic
- SW Corner of Lot# 3 for SB traffic

25mph Speed Limit signs placement are as follows.

- SW corner of Lot# 8 for SB traffic
- SW corner of Lot# 3 for SB traffic
- NW corner of Lot# 14 for NB traffic
- NW corner of Lot# 19 for NB traffic

PREVIOUS COUNCIL ACTION(S): NONE

BOARD/COMMISSION ACTION(S): NONE

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS: NONE

RESOLUTION NO. 20-077

RESOLUTION APPROVING SIGNAGE FOR MEADOW LANE PLAT 4

WHEREAS, Meadow Lane Plat 4 was approved in final form and public improvements accepted at the July 15, 2020 Council meeting and;

WHEREAS, traffic signage is required to be installed in the development at developer cost and;

WHEREAS, the Huxley Police Chief has provided a list of recommended signage for Council approval.

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

The traffic signage list as presented is hereby approved.

Roll Call	Aye	Nay	Absent
Nate Easter			
David Kuhn	_		
Greg Mulder	-		
_			-
Rick Peterson	1 to 1	_	
Tracey Roberts	=====	-	9-40
DACCED ADA	DTEN AND ADD	ACIZED 41.1. Anth	1 611 2020
PASSED, ADO	PTED AND APPI	ROVED this 28th	day of July 202

I hereby approve the foregoing <u>Resolution No. 20-077</u> by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 28^{th} day of July 2020

APPROVAL BY MAYOR

ATTEST:	Kevin Deaton, Mayor
Jolene R. Lettow, City Clerk	

Mr. Storage Extension Agreement

AGENDA HEADING:

Resolution for Extension of Agreement with M.R. Properties

SUBMITTED BY

Rita Conner, City Administrator

SYNOPSIS:

M.R. Properties (Steve Domino, 200 Ridgewood Drive Huxley, Iowa 50124) acquired possession of N. Prairie View Drive Lot 1, Outlot A and Parcel P from the City of Huxley in January 2020 with the intent for commercial/retail development of the property.

Construction was not able to be initiated within six months as contemplated in the purchase agreement. M.R. Properties has requested an extension to this timeframe.

ADDITIONAL INFORMATION:

- Commercial and retail development remains the goal of the developer. A tenant that was in discussion in 2019 did not come together, which left the planned speculative building with no anchor.
- With the 2020 market uncertainties, an extension is warranted to have additional time to secure another tenant or multiple tenants to make the project feasible.
- Discussion with the developer had been to seek an additional six months to initiate work on the project. This would have the time frame to initiate development end in January 2021.

RECOMMENDATION: APPROVAL

BOARD AND COMMISSION ACTIONS: NONE

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

RESOLUTION NO. 20-078

RESOLUTION APPROVING EXTENSION FOR MR PROPERTIES

WHEREAS, M.R. Properties acquired property from the City of Huxley in January 2020 with the intent to pursue commercial and retail development of the site and;

WHEREAS, an anchor tenant has not been obtained as anticipated and the project was unable to be initiated within the six-month timeframe agreed upon and;

WHEREAS, an additional six-month extension is warranted to allow for securing another tenant and initiating the project.

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

The six-month extension to initiate development is hereby approved.

Roll Call	Aye	Nay	Absent	
Nate Easter	_			
David Kuhn		(-	=7	
Greg Mulder Rick Peterson	S==3 //	-	-	
Tracey Roberts	S===-	-	_	
·			:===:	
PASSED, ADO	PTED AND APPI	ROVED this 28th	day of July 2020.	

APPROVAL BY MAYOR

I hereby approve the foregoing Resolution No. 20-078 by affixing below my official	il signature as
Mayor of the City of Huxley, Iowa, this 28th day of July 2020	J

ATTEST:	Kevin Deaton, Mayor
Jolene R. Lettow, City Clerk	

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.			
Stand Domino Goldan Warried O72379 4-48 PM CDT ARU-HEN-ETT-HEIS			
Seilers' Signatures Date Buyers' Signatures Date			
Buyer: M.R. Properties			
Seller: City of Huxley			
Property Address: SECTION:22 TOWNSHIP:82 RANGE:24 NW NE PARCEL'T" SLIDE 393 PG 1 HUXLE			
Legal Description: N Prairie View Dev Lot 1, Outlot "A" and Parcel P, Huxley Iowa			
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:			
Purchase Price: \$100000 Time: 5:00 Offer Expires On Date: 07/31/2019 Time: 9:00 a.m.			
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 S 1000			
Evidenced By: To be Held by: Other Remarks:			
Personal Check Listing Broker			
Cashier's Check Selling Broker			
Earnest Money to be deposited in trust account upon acceptance of this agreement by all parties.			
Financing Contingency?			
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			
Years: Maximum Points:			
Sellers to credit buyers at time of closing for closing costs and/or prepaid expenses.			
En roporty must apprend at no tess than the parentase price.			
Preliminary Approval. With Offer or By(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: City to provide lot improvement costs to complete lot development and construction, specifically regarding road abandonment, drainage and water detention and ingress/egressnot to exceed \$100,000. Of that \$100,000 no more than \$25,000 can be used for road abandonment. HOME WARRANTY: Included with this sale? Yes No Paid for by SELLER or BUYER			
HOME WARRANTY: Included with this sale? Yes No Paid for by SELLER OF BUYER			
Warranty Co. Plan, at a cost not to exceed \$			
ellers Initials CDH Buver Initials 90			

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 8/15/19 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 halance 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:

January 14, 2020 or sooner

Closing and Possession is to be given on 8/31/19 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.

Sallars	Initiale		CDH
Sellers	Initials	! II	

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 inclu	uded 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.

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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) i
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 al
improvements will be recovered by the CELLERS in its assessment likelying buildings, grounds, and al
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 the
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 non-on-three to be used found.
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 withinbusiness 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 Buyer Initials Page 4
Sellers initials Buyer initials Page 4

- 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: Buyers requ	lest 15 days for due diligence. Contingent on property being eligible
for City incentive program. Contingent or	City allowing site plan approval process to run concurrent with PA process.
Buyer has 6 months to break ground.	The state concentrate with PA process.

Sellers Initials	CDH	Buyer Initials 90	Page 5
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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 Buyer's Brokerage CENTURY 21 Signature Real Estate Seller's Brokerage Dual Agent/Brokerage 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 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 Buyer's Signature Stree Domine Signature / Printed Name Printed Name Steve Domino for M.R. Properties Address Address_ City, State, Zip____ City, State, Zip Phone Phone____ Seller's Signature Buyer's Signature Signature Signature Date Printed Name_____ Printed Name ____ Address Address City, State, Zip City, State, Zip____ Phone Phone Century 21 Signature Real Estate CENTURY 21 Signature Real Estate Listing Brokerage Name Selling Brokerage Name F05009000 Brokerage License # Agent Lic. # Brokerage License # Agent Lic. # Roger Wheeler Rog Wheeler Agent Cell Phone Agent Cell Phone