

CITY OF HUXLEY

TUESDAY-- JULY 9, 2019, CITY COUNCIL CHAMBERS

AGENDA CITY COUNCIL MEETING – 6:00 PM

PUBLIC NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF HUXLEY, IOWA, WILL MEET IN THE CITY COUNCIL CHAMBERS 515 N. MAIN AVE., HUXLEY, IOWA, FOR THEIR REGULAR COUNCIL MEETING AT 6:00 PM ON TUESDAY THE 9TH DAY OF JULY, 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): NONE
- 5.00) CONSENT AGENDA: ROLL CALL

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:
JUNE 25, 2019 -- Regular Council Meeting
- 5.02) TO APPROVE FINANCIAL REPORTS AND PAYMENT OF BILLS.
- 5.03) TO APPROVE BEER, WINE AND LIQUOR LICENSES, CIGARETTE PERMIT RENEWALS.
- 5.04) TO APPROVE ELECTION OF TODD MOOMAW AS CHIEF OF THE HUXLEY FIRE AND RESCUE.
- 5.05) TO APPROVE THE FIREWORKS APPLICATION FOR PRAIRIEFEST.

AGENDA ITEMS:

- 6.00) COMMUNITY BETTERMENT:
 - 6.01) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 19-092 TO APPROVE PRELIMINART PLAT FOR WESTVIEW HEIGHTS.
 - 6.02) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 19-093 APPROVING INFRASTRUCTURE REIMBURSEMENT AGREEMENT WITH KUM AND GO.

7.00) PUBLIC SAFETY: NONE

8.00) FINANCE:

8.01) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 19-094 ON APPROVING THE GAP FINANCIAL POLICY FOR ECONOMIC DEVELOPMENT.

8.02) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 19-095 ON APPROVING THE CHANGE OF BOND REGISTRAR.

9.00) LEISURE ACTIVITIES: NONE

10.00) ADMINISTRATIVE BUSINESS: NONE

COMMENTS FROM STAFF, COUNCIL AND MAYOR.

ADJOURNMENT

CLOSED SESSION – CHAPTER 21.5 (J)

A **Motion** 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.

POSSIBLE 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.) PARKING ON CENTENNIAL
- 2.) GROUND NORTH OF THE 3Cs
- 3.) OFFER ON LOT IN PRAIRIE RIDGE
- 4.) INSPECTIONS
- 5.) WORKSESSION LIST

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.


John Haldeman, City Administrator

COMMUNICATIONS AND DEPARTMENT REPORTS

Quarterly report to Huxley City Council, July 9, 2019 from Huxley Public Library

Second quarter of the year has brought exciting changes to the library. The remodel continues, and we were able to move 5 sets of bookshelves and nearly 5000 books into the newly carpeted area. This required many hands, including Ballard baseball and football teams as well as families that came in to volunteer their time. The space vacated by the shelves has been incorporated into the children's area. We still anticipate the project being completed in August.

In April, Cathy Van Maanen and Jessica Leeds attended the Kids Matter conference. This state-wide conference for children's programs was in Ames.

Story County Library Directors meet quarterly and in April the meeting was in Huxley.

New carpet was installed in the former computer lab area April 22.

In May, the Library Board of Trustees conducted Cathy's evaluation. Don Brendeland has resigned from the board and we are currently still seeking a new member.

As promotion for summer reading programs, Cathy and Jessica participated in the Ballard Libraries video for our summer programs.

<https://www.youtube.com/watch?v=llagwaAabOU&t=42s>

This is done in cooperation with East and West and produced by Huxcomm.

Summer reading programs are in full swing with record attendance. Twelve groups participate each week, for 5 weeks. Average weekly attendance is just under 400. We are also hosting Raising Readers of Story County for 4 sessions a week of tutoring, for 6 weeks.

Programs are also offered for adults. We've had our first author visit for the summer and first movie night. Ongoing adult programs, including 2 books clubs and mahjong players, continue.

In June, Cathy attended the city leadership and sexual harassment training.

As we ended the fiscal year, we see an increase in circulation over 4000 books and a steady increase of patrons. The library continues to strive to meet the needs of our growing community.

We look forward to the rest of a busy summer.

Cathy Van Maanen
Director of Library Services

City of Huxley
Huxley Police Department
Report for June 2019

June 5th, 2019 5:32 PM Officer responded to a car vs motorcycle accident on Highway 69 and I 1st Street. A motorcycle operated by a Des Moines man was stopped at the intersection and rear ended by a driver from Des Moines causing the motorcycle to fall on its' side and the driver to fall as well.

June 6th, 2019 1:18 AM Officer responded to a car vs deer accident on Interstate 35 northbound near the 103 Mile Marker. A vehicle operated by an Ames woman struck a deer causing \$2500 in damage.

June 7th, 2019 11:00 PM Officer stopped a vehicle for a traffic violation on 560th near E 1st Street. The driver of the vehicle, a minor Nevada driver, was cited and released to his father for Violation of a School Permit.

June 10th, 2019 11:11 PM Officer responded to a noise complaint at the 100 block of Oak Blvd. Several bottles of alcohol were confiscated from the residence as the tenants were under 21 years of age.

June 12th, 2019 5:23 AM Officer responded to a car vs deer accident on E 1st Street at the i-35 overpass. A vehicle operated by a Slater man struck a deer causing approximately \$800 in damage.

June 13th, 2019 7:16 PM Officer received a harassment complaint at the 500 block of E 1st Street. Contact was made with a 73-year-old Des Moines woman who agreed to stop the harassing behavior in order to avoid future police attention.

June 13th, 2019 3:59 PM Officer received a report at the 100 block of Oak Blvd for a four-year-old who was outside unattended. Contact was made with the mother of the child.

June 14th, 2019 9:13 PM Officer stopped a vehicle for a traffic violation on Highway 69 near E 1st Street. The driver of the vehicle, a 28-year-old Ames man, was arrested for OWI and Carrying a loaded weapon while under the influence. He was transported to the Story County Jail in Nevada.

June 15th, 2019 1:06 AM Officer stopped a vehicle for a traffic violation on Highway 210 near Interstate 35. The driver of the vehicle, a 23-year-old Collins man, was arrested for OWI. He was transported to the Story County Jail in Nevada.

June 17th, 2019 9:45 AM Officer received a fraud report at the 600 block of Highway 69. A business was contacted for services and a check was sent over the amount quoted by the business with instructions to deposit the remainder of the balance into another account. The check was verified as fraudulent. Investigation is ongoing.

June 18th, 2019 10:30 AM Officer responded to a business at the 100 block of Highway 69 for a report of a young child who was left unattended and wandered onto the property. Contact was made with the child's mother several blocks away at the home. A DHS referral was made as this has happened several times in the past.

June 18th, 2019 7:30 PM Officer received a harassment complaint at the 500 block of E 4th Street. Contact was made with a Huxley man who agreed to stop the harassing behavior in order to avoid future police attention.

June 19th, 2019 9:30 AM Officer received a theft report at the 100 block of S 4th Ave. A green Lawnboy push mower was taken from behind a duplex. No suspects

June 20th, 2019 6:39 AM Officer responded to a parking lot of a business on Highway 69 for a reported passed out driver. Contact was made with a 38-year-old Des Moines man was charged with Driving Under Suspension and Possession of Drug Paraphernalia. He was transported to the Story County Jail in Nevada.

June 20th, 2019 3:19 PM Officer received a fraud report at the 500 block of E 2nd. A Huxley woman reported that her 23-year-old Daughter had used her information in order to secure a loan. Investigation ongoing.

June 21st, 2019 4:25 AM Officer opened a DHS intake for poor living conditions at the 200 block of Railway.

June 23rd, 2019 4:10 AM Officer responded to a car vs deer accident on Interstate 35 near the 103 Mile Marker northbound. A vehicle operated by a Des Moines woman stuck a deer causing approximately \$2500 in damage.

June 23rd, 2019 11:50 PM Officer responded to a two-vehicle accident at the 100 block of National Drive. Minimal damage was done to a scooter after it was knocked over by another vehicle. Information exchanged at the scene.

June 24th, 2019 12:01 PM Officer served an arrest warrant at the 300 block of N Main Ave. A 35-year-old Huxley man was transported to the Story County Jail.

June 24th, 2019 11:05 PM Officer responded to a domestic altercation at the 100 block of South 3rd Street. The altercation was verbal and both parties agreed that they could cohabitate without any further problems for the rest of the night.

June 26th, 2019 1:45 PM Officer stopped a truck that had kicked up rocks causing damage to an Ankeny woman's vehicle. Information was exchanged

June 26th, 2019 8:45 PM Officer received a hit and run complaint that took place earlier in the morning at a business on the 100 block of E 1st Street. A vehicle owned by a Huxley man was parked in the business lot and was struck by possibly a sedan but unknown.

June 28th, 2019 7:30 PM Officer stopped a vehicle for a traffic violation on Highway 69 near E 3rd Street. The driver of the vehicle, a 23-year-old Des Moines man, was suspended from driving. He was cited and released with a court date for Driving While License Suspended.

June 28th, 2019 4:15 PM Officer was asked to check on the welfare of two minor children living in Huxley part-time with their father. Contact was made and conditions were fine.

June 28th, 2019 7:30 PM Officer served an arrest warrant that was discovered during a traffic stop. An 18-year-old Des Moines man was transported to the Story County Jail in Nevada.

June 30th, 2019 2:21 AM Officer stopped a vehicle for a traffic violation on Highway 69 near E 5th Street. The driver of the vehicle, a 27-year-old Ames man, was arrested for OWI. He was transported to the Story County Jail in Nevada.

June 30th, 2019 7:00 PM Officer stopped a vehicle involved in an assault in Slater for the Story County Sheriff's Dept. The driver of the vehicle, a 33-year-old Slater man, was Cited and released for Driving While License Suspended. A passenger in the vehicle, a 28-year-old Slater man, was arrested for Willful injury.

Activities and Special Assignments

June 5th, Officers attended National Crime Information Center training Huxley

June 8th, Officer participated with Cambridge Firemen Days

June 11th, Officer attended an OWI Update School in Nevada

June 12th, Officers attended Railroad 101 for Law Enforcement training in Nevada

June 13th, Officer assisted teaching a Crisis Interdiction Training in Nevada

June 16th, Officers took online training on Bloodborne Pathogens, Bully Prevention, and Right to Know

June 17th-19th, Officer attended Hostile Event Training in State Center

June 20th, Officers attended 2019 Law Update training in Altoona

June 25th, 26th, Officers attended Trauma Informed Victim Interview training in Ames

June 27th, Officers attended Leadership training in Huxley

June 27th, Officers attended Sexual Harassment training in Huxley

Huxley Officers had ten arrests for the month. Three were for OWI, one was for Possession of a firearm while under the influence, three were for Driving Under Suspension, one was for Possession of Drug Paraphernalia, and two arrests warrants were served. Officers issued 20 citations for traffic violations and gave 7 warnings. Officers received 156 calls for service and had 488 total contacts for the month. Officers used 345.75 hours toward investigations or answering calls for service and gave 423.75 hours of general patrol.

Gerry Stoll

Chief of Police

**City of Cambridge
Huxley Police Department
Monthly Report for June 2019**

June 4th, 2019 10:51 PM Officer stopped a vehicle for a traffic violation on 5th and Water Street. The driver of the vehicle, a 38-year-old Cambridge man, was arrested for OWI. He was transported to the Story County Jail in Nevada.

June 18th, 2019 2:00 PM Officer was informed of a letter that had arrived stating that an insurance company was covering damage that was done to a foreclosed property in the amount of \$1042.67. No other information was provided with the letter.

June 20th, 2019 4:30 PM Officer responded to the 100 block of W 3rd Street for an out of control juvenile. The officer was able to assist with getting the juvenile to the parent who is seeking placement with YSS.

June 26th, 2019 8:45 PM Officer received a harassment complaint at the 400 block of Park Street. A Cambridge woman received an inappropriate message that was seemingly spam. The number was blocked, and the message was saved in case future problems take place.

June 28th, 2019 1:00 PM Officer received an assault complaint at the 200 block of Water Street. Interviews with potential victims and / or witnesses have been set up and conducted. Investigation is ongoing.

Huxley Officers had one arrest for the month for OWI. Officers issued three citations for traffic violations and gave nine warnings. Officers received nineteen calls for service and had sixty-one total contacts for the month. Officers used 10.5 hours toward investigations or answering calls and gave 92.5 hours of general patrol.

Gerry Stoll

Chief of Police

CONSENT AGENDA

Huxley City Council Minutes

Tuesday, June 25, 2019

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 Henry called the meeting to order at 6:02 pm.

COUNCIL MEMBERS PRESENT: Kuhn, Jensen, Mulder, Roberts, Peterson – via conference call

CITY STAFF PRESENT: John Haldeman-City Administrator, Jolene Lettow-City Clerk, Gerry Stoll-Police Chief, Jeff Peterson – Public Works Director, Heather Denger – Parks and Recreation Director, Kevin Deaton – Asst. Fire Chief

CONSULTANTS PRESENT: Matt Brick – city attorney, Forrest Aldridge – city engineer

GUESTS PRESENT: Susan Frantz, Kristina Brekke, Karie Ramsey, Dustin Ingram, Mason Adams, Darold Primmer, Katie Kinrade, Scott Wilson, Luke Wall, Roger Wheeler, Mason Adams

COMMENTS FROM PUBLIC:

Mason Adams, Alliant Energy rep, provided council with a recap of the community support Alliant has supplied in the past year.

Karie Ramsey, Kading Properties, asked council if a building permit deposit could be refunded back to them. Builder allowed a new tenant to move in prior to an issuance of the certificate of occupancy.

Katie Kinrade, Prairiefest Chair, asked permission to have fireworks at this year's Prairiefest. Committee has researched insurance necessary for the event as well as proper location to ignite fireworks. Council instructed Prairiefest to submit application requesting authorization.

Scott Wilson, resident at 107 Lynwood, asked council if a berm could be placed between the residential homes and north side of 3C's building.

PUBLIC HEARINGS:

Mayor opened public hearing at 6:15pm on Amending the Urban Renewal Plan for the Huxley Urban Renewal Area to Facilitate the Undertaking of a New Urban Renewal Project in the Huxley Urban Renewal Area Consisting of Providing Tax Increment Financing Support to Iowa Earth Works LLC in Connection with the Construction of a New Commercial Workshop Building for Use in the Company's Business Operations. There being no comments there was a motion by Mulder and a second by Kuhn to close hearing at 6:18pm. 4 ayes, 1 abstain – Jensen.

Mayor opened public hearing at 6:19pm to Approve a Development Agreement Between the City and Iowa Earth Works LLC in Connection with the Construction by the Company of a New Commercial Workshop Building and in the Huxley Business Park for Use in its Business Operations in the Huxley Urban Renewal Area, Which Agreement Provides for Certain Financial Incentives in the Form of Incremental Property Tax Payments to Earth Works LLC in a Total Amount Not to Exceed \$34,000 as Authorized by Section 403.9 of the Code of Iowa. There being no comments there was a motion by Mulder and a second by Kuhn to close hearing at 6:20pm. 4 ayes, 1 abstain – Jensen

CONSENT AGENDA:

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

- June 11, 2019 Regular Council Meeting
- Financial Reports and Payment of Bills
- Approve Beer, Wine and Liquor Licenses
- Receive and File John Haldeman's Notice of Retirement
- Resolution No. 19-081 to Approve Amendment to the Employment Agreement for John Haldeman

• Receive and File Petition Regarding Parking on West Centennial

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

Claims:

ACCUJET LLC	CUTTING TAPS, INSTALL LINERS,	35,586.10
AFLAC	AFLAC	4.00
AMES LOCK & SECURITY	REKEYED NORD KALSEM	357.20
ANKENY SANITATION	CITY TRASH PICKUP	229.57
BAKER & TAYLOR ENTERTAINME	BOOKS	542.88
BUD'S AUTO REPAIR INC	VEHICLE SERVICE	700.37
BW EXTERIOR SOLUTIONS	NEW ROOF FOR WWTP-HAIL DAMAGE	87,214.19
CAPITAL SANITARY SUPPLY CO	JANITORIAL SUPPLIES	308.02
CARDMEMBER SERVICE	SEE ATTACHED	7,029.21
CASEY'S GENERAL STORES INC	GASOLINE	1,627.08
CLINTON H. THOMPSON	BASKETBALL LEAGUE OFFICIAL	175.00
CONSUMERS ENERGY	GAS AND ELECTRIC	10,052.61
D & K PRODUCTS	AMM SULFATE	1,600.00
DELTA DENTAL PLAN OF IOWA	DENTAL INSURANCE	1,513.12
DMACC BUSINESS RESOURCES	ANKENY WATER CONFERENCE	750.00
DOLAN OLSON	JANITORIAL SUPPLIES	25.63
DOLLAR GENERAL-REGIONS 410	WATER AND WIPES	99.15
EBS	MEDICAL INSURANCE	16,977.65
EDWARD JONES	IRA	250.00
ENDERSON ELECTRIC, LLC	SURGE PROTECTOR FOR WWTP	1,165.00
FIDELITY SECURITY LIFE	VISION INS	333.41
FJELLAND, MATT	YOUTH TENNIS INSTRUCTOR	1,399.63
GLEN FARRAND	BASKETBALL LEAGUE OFFICIAL	75.00
HACH COMPANY	PROBE FOR BIOSOLIDS	1,984.55
HEARTLAND CO-OP	CHEMICALS AND FOAM BUSTER	192.60
HOKEL MACHINE SUPPLY	CHAIN CONNECTOR	3.20
HOMES BY ADVANTAGE LLC	BUILDING PERMIT DEPOSIT REFUND	2,000.00
HUBER FENCING LLC	PICKET FENCE IN LIBRARY	2,264.28
HUXLEY COMMUNICATIONS COOP	PHONE, INTERNET, CABLE	1,373.79
INNOVATIONAL CONCEPTS, INC	GEOTHERMAL SYSTEM TREATMENT	132.50
INTERNAL REVENUE SERVICE	FED WITHHOLDING TAX	12,601.95
IOWA DOT	TWO BOXES OF NUTS	180.20
IOWA ONE CALL	EMAIL LOCATES	69.30
IOWA STATE UNIVERSITY	IDRO FEE FOR SERVICE PROJECT	2,250.00
IPERS	IPERS PROTECTIVE CLASS	15,244.75
JAYLIN WHITE BUFFALO	BASKETBALL LEAGUE SCOREKEEPER	80.00
LINCOLN FINANCIAL GROUP	DISABILITY INSURANCE	1,146.40
MANATTS	CONCRETE	610.00
MARCO, INC.	COLOR AND BLACK COPIES	541.43
MASS MUTUAL RETIREMENT SER	DEFERRED COMPENSATION	200.00
MAT KAHLER	MENARDS REIMBURSEMENT	29.96
MENARDS	TENTS FOR FARMER'S MARKET	200.33
MID-IOWA SOLID WASTE EQUIP	GUTTER BROOMS FOR SWEEPER	259.84
NEW CENTURY FS INC	UNLEADED FUEL	753.91
NICK PEARSON	BASKETBALL LEAGUE OFFICIAL	225.00
NICK SWANSON	GAS REIMBURSEMENT	27.34
NICKOLAY CONSULTING, LLC	MONTHLY IT SUPPORT MAINTENANCE	105.00
NOVA FITNESS EQUIPMENT	FITNESS EQUIPMENT MAINTENANCE	2,018.40
OXEN TECHNOLOGY	OFFICE 365 & EXCHANGE ONLINE	228.00
PEPSI-COLA	VENDING PRODUCT	475.66
PINGEL MUDJACKING, LC	MUDJACKING	560.00
POSTMASTER	POSTMASTER	368.64
PPG ARCHITECTURAL FINISHES	PAINT	156.68
PREMIER OFFICE EQUIPMENT I	COPIER LEASE	11.92
QUALITY FLOW SYSTEMS, INC.	KSB PUMP AND INSTALLATION	8,460.00
SETH GRUNDEMEIER	5 HOCKEY STICKS REIMBURSEMENT	105.95
SKOLD DOOR & FLOOR COMPANY	SAFE ROOM CURTAIN REPAIR	712.50
STAR EQUIPMENT LTD.	TAR SQUEEGEE	125.28
STAR EQUIPMENT, LTD	CONCRETE STAKES	0.00
STOREY KENWORTHY	CIRCULAR DESK CHAIRS	495.18
SYNCB/AMAZON	BOOKS AND DVD	97.15
TASC	FLEX BENEFIT PLANS	558.28
THE SHERWIN-WILLIAMS CO.	30 GALLON YELLOW PAINT	278.40
TONYA BECKER	TRX INFUSION INSTRUCTOR	176.88
TREASURER, STATE OF IOWA	STATE WITHHOLDING	4,143.00
VAN-WALL EQUIPMENT INC.	GASKET AND THROTTLE	26.18
VEENSTRA & KIMM, INC.	WESTVIEW HEIGHTS TRAFFIC STUDY	2,625.00
VERIZON WIRELESS	CELL PHONES	428.00
WILLCO INC.	ECO-SAFE ALL IN ONE BIOLOGICA	3,000.00
WINDSTREAM IOWA COMMUNICAT	DISPATCH PHONE	72.96

		<u>Fund Expenses</u>	<u>Fund Revenues</u>
001	GENERAL FUND	38,121.81	79,598.29
002	LIBRARY	8,043.35	505.60
003	RECREATION	9,523.66	9,807.78
004	FIRE AND RESCUE	416.52	4,199.22

006	CEMETARY	32.04	200.00
014	AMBULANCE	2,125.46	755.02
110	STREET	1,044.25	
324	CITY PROPERTY SALES		69,340.39
600	WATER UTILITY	24,745.64	55,634.87
610	SEWER UTILITY	143,107.57	60,850.75
	PAYROLL/MISC	56,055.61	153,730.41
	GRAND TOTAL	291,372.38	

Motion -Mulder, Second – Roberts on Second Reading of Ordinance 495 to Change the Zoning on Property Owned by Dickson and LuAnn Jensen and Legally Described as Westview Heights Plat 1. Zoning changes are being made within the development. P & Z is reviewing preliminary plat. Roll Call: Roberts, Kuhn, Mulder, Peterson voted yes; Jensen abstained. Motion carried.

Motion – Roberts, Second – Mulder to Waive Third Reading of Ordinance 495. Roll Call: Roberts, Kuhn, Mulder, Peterson voted yes; Jensen abstained. Motion carried.

Motion – Mulder, Second – Roberts on Resolution No. 19-082 to Approve Urban Renewal Plan Amendment for the Huxley Urban Renewal Area for Iowa Earth Works Development Agreement. Roll Call: Roberts, Kuhn, Mulder, Peterson voted yes; Jensen abstained. Motion carried.

Motion – Roberts, Second – Kuhn on Resolution No. 19-083 to Approve Development Agreement with Iowa Earth Works LLC and Authorize Annual Appropriation Tax Increment Payments and Pledge Certain Tax Increment Revenues to the Payment of the Agreement. Roll Call: Roberts, Kuhn, Mulder, Peterson voted yes; Jensen abstained. Motion carried.

Motion – Roberts, Second – Kuhn on Resolution No. 19-084 to Approve Public Right-of-Way Encroachment Agreement for the Purpose of Constructing a Wheelchair Ramp. Agreement must include language to stipulate curb will be returned to original state if homeowner sells home. Roll Call: Kuhn, Roberts, Peterson, Jensen, Mulder voted yes. Motion carried.

Motion – Mulder, Second – Roberts on Resolution No. 19-085 to Approve Amending the Amended Site Plan for Innovative Technologies. Pole barn was being added to property. P & Z reviewed and recommended approval. Roll Call: Kuhn, Roberts, Peterson, Jensen, Mulder voted yes. Motion carried.

Motion – Mulder, Second – Jensen on Resolution No. 19-086 to Approve Consulting Engineer Proposal for FY20 CIP for Water and Street Improvements. Roll Call: Kuhn, Roberts, Peterson, Jensen, Mulder voted yes. Motion carried.

Motion – Roberts, Second – Mulder on Resolution No. 19-087 to Amend Resolution Annexing a Certain Parcel of Real Estate Owned by Leonard and Leona Larson at the SE Corner of I-35 and Hwy 210. Roll Call: Kuhn, Roberts, Peterson, Jensen, Mulder voted yes. Motion carried.

Motion – Mulder, Second – Jensen on First Reading of Ordinance No. 500 to Amend Current Ordinance Regarding Fireworks and Comply with the State Code. Roll Call: Kuhn, Roberts, Peterson voted no, Jensen, Mulder voted yes. Motion failed. Special events must obtain permit.

Motion – Roberts, Second – Kuhn on Resolution No. 19-088 to Approve FY20 Salaries. Councilman Peterson requested review of City Clerk and HR/Administrative Clerk wages. Councilman Jensen asked what process was to double check figures for wage increases. Language regarding probationary period to be removed from resolution. Jensen, Peterson, Roberts, Kuhn voted yes; Mulder abstained. Motion carried.

Motion – Jensen, Second – Mulder to Table Resolution No. 19-089 to Approve Consultant Contract for Hiring New City Administrator. Councilman Jensen asked why council had not been able to review other proposals that had been submitted. Roll Call: Jensen, Mulder voted yes; Peterson, Kuhn, Roberts voted no. Motion failed.

Motion – Roberts, Second – Kuhn on Resolution No. 19-089 to Approve Consultant Contract for Hiring New City Administrator. Roll Call: Peterson, Roberts, Kuhn, Mulder voted yes; Jensen voted no. Motion carried. Council meeting scheduled for July 16th to discuss plans to hire new city administrator.

Motion – Roberts, Second – Jensen on Resolution No. 19-090 to Approve Purchase of LED Lights for the Wastewater Treatment Plant. Roll Call: Roberts, Jensen, Mulder, Kuhn voted yes. Motion carried.

Motion – Roberts, Second – Mulder on Resolution No. 19-091 to Approve Contract with AEDC for FY20. Roll Call: Roberts, Kuhn, Mulder, Jensen voted yes. Motion carried.

Miscellaneous

- Kevin Deaton, Asst Fire Chief, informed council that the election for a new Fire Chief was scheduled for Tuesday, July 2nd at 7:00pm. Also announced that there would be fire training with surrounding communities on a house in Sheldahl on July 14th.
- Forrest Aldrich, City Engineer, reported that Kum N Go had moved their opening from November to February to complete the infrastructure needs.
- Jolene Lettow, City Clerk, talked to council about a plan for new Christmas lights and putting up banners around town.
- John Haldeman, City Administrator, presented council with list of work session items.
- Councilman Mulder thanked John Haldeman for his service and congratulated him on his announcement to retire.
- Mayor Henry thanked council for their support with the recent death of his father.

ADJOURNMENT: Motion – Mulder, second – Roberts to adjourn meeting at 8:23pm pm. 4 ayes, 0 nays. Motion carried.

WORK SESSION:

Development/Incentives – Dustin Ingram, from AEDC, provided council with a preliminary development assistance plan for future businesses.

Offer on Lot in Prairie Ridge – Council will entertain any offer received for lot behind Jerry's Automotive. Also discussed cleanup of Jerry's Automotive lot.

Councilman Mulder asked status of old Huxley Cleaners building.

Council discussed landscaping ideas for around the 3C's building.

Council discussed the request from Kading Development to refund a building permit deposit that the city held. Developer allowed a tenant to move into a townhome prior to the Certificate of Occupancy being granted. Council agreed to abide by city code and keep deposit.

Council requested city clerk to look for new conference phone.

ADJOURNMENT: Motion – Mulder, second – Roberts to adjourn meeting at 9:00 pm. 4 ayes, 0 nays. Motion carried.

Craig Henry, Mayor

Attest:

Jolene R. Lettow, City Clerk

7-9-19 Council Claims

	A	B	C
1	VENDOR NAME	DESCRIPTION	GROSS AMOUNT
2	A KING'S THRONE LLC	PORTA POTTIES AT SOCCER FIELDS	\$ 189.90
3	ALPHA COPIES	COPIES	\$ 12.44
4	ANNA DEHAMER	BASKETBALL CAMP COACH	\$ 321.60
5	BAKER & TAYLOR ENTERTAINME	BOOKS	\$ 3,000.00
6	BOUND TREE MEDICAL	MEDICAL SUPPLIES	\$ 5.60
7	BULBGUY LIGHTING	LED BULBS AT SHOP	\$ 2,783.43
8	CASEYS BUSINESS MASTERCARD	GASOLINE	\$ 232.39
9	CENTRAL IOWA LAWN & LANDSC	MOWER PARTS	\$ 98.95
10	CINTAS CORPORATION	FIRST AID SUPPLIES FOR CABINET	\$ 122.70
11	COMPASS MINERALS AMERICA	COARSE ROCK SALT	\$ 3,522.06
12	DELL MARKETING L.P.	COMPUTER FOR PUBLIC WORKS	\$ 1,340.52
13	GATEHOUSE-DB IOWA HOLDINGS	LEGAL PUBLICATIONS	\$ 893.98
14	GCMOA	MEMBERSHIP	\$ 25.00
15	HACH COMPANY	GEL PROBE	\$ 648.82
16	HAWKINS, INC.	CHEMICALS FOR WATER TREATMENT	\$ 2,229.90
17	IOWA DOT	GREEN AND BLUE LOCATE FLAGS	\$ 21.00
18	JEREMY J. ARENDS	MAY'S TREASURER'S REPORT	\$ 80.00
19	JERICO SERVICES INC	DUST CONTROL AT CENTENNIAL PARK	\$ 984.06
20	LISA WHEELER	REIMBURSEMENT FOR OFFICE SUPPL	\$ 37.44
21	MOODY ELECTRIC, INC.	REPLACE BREAKERS AT CENT PARK	\$ 117.16
22	PLUMB SUPPLY COMPANY - AM	PARTS FOR RAILROAD PARK RESTRO	\$ 96.28
23	POSTMASTER	UTILITY BILLING POSTAGE	\$ 368.64
24	PREMIER OFFICE EQUIPMENT I	LIBRARY COPIER LEASE	\$ 25.00
25	RAGNASOFT, INC.	PLANIT EMS 1 YEAR SUBSCRIPTION	\$ 600.00
26	REDWOOD BUILDERS, LLC	BUILDING PERMIT DEPOSIT REFUND	\$ 1,000.00
27	STAR EQUIPMENT LTD.	24" CONCRETE STAKES	\$ 70.20
28	STORY THEATER COMPANY	EIGHT TICKETS TO MARY POPPINS	\$ 48.00
29	TASC - CLIENT INVOICES	AUGUST FLEX ADMIN FEES	\$ 69.82
30	THE MEYVN GROUP	EMPLOYEE TRAINING	\$ 2,000.00
31	THE SHERWIN-WILLIAMS CO.	YELLOW PAINT FOR CURBS	\$ 278.40
32	VAN-WALL EQUIPMENT INC.	THROTTLE, PULLEY, CABLE	\$ 266.94
33	VEENSTRA & KIMM, INC.	ENGINEERING FEES	\$ 20,732.00
34	VERIZON WIRELESS	CITY ADMIN CELL PHONE	\$ 44.54
35	YELLOWBLUE LED	LED BULBS AT WT & WWTP	\$ 10,277.46
36	GRAND TOTAL		\$ 52,544.23
37		FUND TOTALS	
38	001 GENERAL FUND	5,942.40	
39	002 LIBRARY	3,080.76	
40	003 RECREATION	649.7	
41	014 AMBULANCE	605.6	
42	110 ROAD USE TAX	756.36	
43	339 560TH AVENUE PAVING	7,285.00	
44	343 KUM N GO WATER & SEWER	11,370.00	
45	600 WATER UTILITY	14,629.29	
46	610 SEWER UTILITY	8,224.85	
47	GRAND TOTAL	52,544.23	

Iowa Department of
REVENUEHUXLEY CITY OF (TAX-IA) 515 N MAIN AVE
HUXLEY IA 50124<http://tax.iowa.gov>

812

Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/2019 through June 30, 2020

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

Business Information:Trade Name/DBA Dollar General Store #812Physical Location Address 614 N US HIGHWAY 69 City HUXLEY ZIP 50124-9313Mailing Address 100 Mission Ridge City Goodlettsville State TN ZIP 37072Business Phone Number 5155972444**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP Dolgencorp LLCMailing Address 100 Mission Ridge City Goodlettsville State TN ZIP 37072Phone Number 615-855-4000 Fax Number 877-364-4130 Email tax-beerandwinelicense@dollargeneral.com**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☐**Type of Establishment: (Select the option that best describes the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Has vending machine that assembles cigarettes ☐ Other ☒ retail - general merch.If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products. Amount to PAY: \$75.00Location: Issuing Jul-Sep: Outside of City Limits: \$50.00 City of Less than 15,000: \$75.00 City of 15,000+ \$100.00**Signature of Owner(s), Partner(s), or Corporate Official(s)**Name (please print) Cindy Norton Name (please print)Signature Cindy Norton

Signature

Date 6/3/19

Date

Vendor #309946 ☒Invoice #202000812TOBCITY30 ☒Batch #17624 ☒\$ 75.00 ☒

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

RECEIVED BY MAIL MERGE 06/03/19**FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$75.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New ☐ Renewal ☐

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

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

70-014a (06/22/17)

Huxley Fire and Rescue

104 E. Railway Street
Huxley, Iowa 50124
515.597.2345



Fire Chief

Pending

Deputy Fire Chief

Kevin Deaton

Firefighter

huxleyfirechief@gmail.com

Interim Deputy EMS Chief

Ryan Vincent

EMT

huxleyemschief@gmail.com

Secretary

Betty Robb

July 2, 2019

Dear Honorable Mayor, City Council Members, and City Administrator:

An election was held on July 2, 2019 in order to determine a replacement Fire Chief following the resignation of Chief Anthony.

With all in attendance and absentee votes counted per our Department guidelines, We are requesting approval of Todd Moomaw for the Fire Chief position to be effective July 9th 2019 following Council approval.

Please help me in congratulating Todd on his appointment!

Thank you for your consideration,

Kevin Deaton, Deputy Fire Chief/Acting Fire Chief
Huxley Fire and Rescue

<https://www.huxleyiowa.org>



HUXLEY

COPY

APPLICATION

FOR FIREWORKS PERMIT (1ST CLASS CONSUMER FIREWORKS)

Applicant's Name: Kristina Brekke

Applicant's Address: 203 Campus Ave, Huxley, IA

Applicant's Phone Number: 515-291-7309

Date Fireworks to be used: Aug. 23rd rain date Aug 24th

Location of Fireworks display: Empty lot on corner of Main and Campus Dr. owned by Kreg Tools

Person/Organization/Company setting off Fireworks (including phone #):
Kristina 515-291-7309 and Phil 515-291-7308 Brekke with Bomber Fireworks

I hereby affirm that I have read the City of Huxley Code of Ordinances Chapter 41.14 "Fireworks"; that I understand the Ordinance's terms; that no person shall handle or explode fireworks while under the influence of alcohol, narcotics, or drugs which would adversely affect judgement, movements, or stability; that no person will set up or explode fireworks who is not 18 and qualified as set out above or who is not under the direct supervision of the operator; that the operator will conduct a thorough search for any unexploded fireworks or fuses; that any unexploded fireworks will be stored or disposed of in a safe manner; that the sponsor, operator, and I will follow its terms and the laws of the State of Iowa.

I release and agree to hold harmless and indemnify the City of Huxley, Mayor and Council and all associated with the granting of the permit requested herein, from any and all damages and/or injuries which may occur as a result of the use of the fireworks exploded under this permit.

I agree to provide proof of liability insurance to City Hall before the permit, if approved, is issued.

Applicant's signature:

Kristina Breth

Date: 6/28/19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ryder Rosacker McCue & Huston (MGD by Hull & Compa
509 W Koenig St
Grand Island NE 68802

CONTACT NAME: Kristy Wolfe

PHONE (A/C, No. Ext): 308-382-2330

FAX (A/C, No): 308-382-7109

E-MAIL ADDRESS: kwolfe@ryderinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : SCOTTSDALE INS CO

41297

INSURED
Schneitter Fireworks & Importing Co.
12801 County Road 352
St. Joseph MO 64505

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1055436392

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CP82850179	10/24/2018	10/24/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.
Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.

Coverage provided per attached form GLS-325s

Additional Insured: Bomber Fireworks LLC; Kristina Brekke; City of Huxley; Kreg Tool and Company; Huxley Prairie Fest
Location: Empty lot on Campus Dr., Huxley, IA
Date of Display: 8/23/19 Rain Date: 8/24/19

CERTIFICATE HOLDER**CANCELLATION**

Bomber Fireworks LLC
203 Campus Avenue
Huxley IA 50124

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS2850179	08/23/2019	Schneitter Fireworks & Importing Co	05025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - FIREWORK SHOWS SOLD/SHIPPED
TO A SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	"Your Products"
Kristina Brekke/Bomber Fireworks Ship Show #4 Empty Lot on Campus Drive Display Date: 8/23/19 Huxley, IA 50124 Rain Date: 8/24/19	"Fireworks" that are shipped to the Additional Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule, subject to the following additional exclusions:

1. The insurance afforded the additional insured does not apply to:
 - a. Any physical or chemical change in the product made intentionally by the additional insured; except for the ignition of "fireworks" for display show purposes;
 - b. Repackaging and/or resale of Named Insured's products;
 - c. "Bodily injury" or "property damage" arising out of "fireworks" that are not purchased from the Named Insured;
 - d. "Bodily injury" or "property damage" arising out of the use of "fireworks" that is not supervised under the direction of a certified or licensed pyrotechnician or other person in compliance with state and/or local regulations; or
 - e. "Bodily injury" or "property damage" arising out of "fireworks" displays that are not permitted by the State Fire Marshall.
2. This insurance does not apply to any insured person or organization, from which you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

For the purposes of this endorsement, "fireworks" means any pyrotechnic material, product or device intended to explode or burn.



AUTHORIZED REPRESENTATIVE

/ 6/26/2019

DATE

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.

Additional Premium is Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. **Exclusions of SECTION I—COVERAGES:**

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
 5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

AUTHORIZED REPRESENTATIVE

DATE

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Applicant License Application ()

Name of Applicant: Huxley Prairie Festival, Inc.

Name of Business (DBA): Huxley Prairie Festival

Address of Premises: South Main Ave

City Huxley

County: Story

Zip: 50124

Business (515) 450-0207

Mailing PO Box 1

City Huxley

State IA

Zip: 50124

Contact Person

Name Sara Wilson

Phone: (515) 450-0207

Email

sara@huxcomm.net

Classification Special Class C Liquor License (BW) (Beer/Wine)

Term: 5 days

Effective Date: 08/21/2019

Expiration Date: 01/01/1900

Privileges:

Outdoor Service

Special Class C Liquor License (BW) (Beer/Wine)

Status of Business

BusinessType: Privately Held Corporation

Corporate ID Number: XXXXXXXXXX

Federal Employer ID XXXXXXXXXX

Ownership

Sara Wilson

First Name: Sara

Last Name: Wilson

City: HUXLEY

State: Iowa

Zip: 50124

Position: board member

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: Scottsdale Insurance Company

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

COMMUNITY BETTERMENT

RESOLUTION NO. 19-092

**RESOLUTION CONDITIONALLY APPROVING THE PRELIMINARY PLAT FOR
WESTVIEW HEIGHTS**

WHEREAS, Dickson Jensen as Developer, has submitted a Preliminary Plat for the Westview Heights Subdivision for consideration; and

WHEREAS, this Preliminary Plat has been reviewed and considered by the Huxley Planning and Zoning Commission at their June 27, 2019 meeting and they have forwarded a *conditional favorable recommendation* onto the City Council with conditions as shown in the minutes from those meetings as attached and the letter from City's Engineer.

WHEREAS, as part of the conditions for approval is that the zoning be approved and the annexation for this development area as shown on the Preliminary Plat.

BE IT RESOLVED, THEREFORE, that the Preliminary Plat for Westview Heights is CONDITIONALLY APPROVED by the Huxley City Council on this date subject to the conditions as stated:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Section 1. All resolutions or parts thereof which are in conflict herewith are hereby repealed.

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

PASSED, ADOPTED AND APPROVED this ____ day of July, 2019.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 19-092** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this _____ day of July, 2019.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk



Planning and Zoning Commission Minutes

Thursday June 27, 2019

Council Chambers

6:30 P.M.

1.0) CALL TO ORDER AND ROLL CALL:

Chairman Roger Bierbaum called the P&Z Meeting to order at 6:30 PM. P&Z members present:

Roger Bierbaum	<input checked="" type="checkbox"/>	Larry Wilson	<input type="checkbox"/>
Cheryl Patterson	<input type="checkbox"/>	Joe Scott	<input checked="" type="checkbox"/>
Mike Schonhorst	<input checked="" type="checkbox"/>	Nate Easter	<input checked="" type="checkbox"/>
Gordon Mosher	<input checked="" type="checkbox"/>		

Staff present: John Haldeman-Zoning Administrator
Amy Kaplan-Zoning Clerk

Consultants present: Forrest Aldrich---City Engineer

Guests present: Dave Jensen, Erin Ollendike (CDA), Roger Wheeler, John Murphy, Shawwna Murphy,
Molly Mollman, Lisa Pitchford, Steve Quick, Anne Quick

COMMISSION AGENDA ITEMS:

2.0) MOTION TO APPROVE THE MINUTES FROM THE FOLLOWING MEETING:

2.1) JUNE 20,2019 REGULAR MEETING - Motion by Mosher and seconded by Easter to approve minutes. Roll was taken. 5 AYE. 0 NAY.

3.0) PUBLIC HEARING: None

4.0) DISCUSSION AND RECOMMENDATION ITEMS:

4.01) DISCUSSION AND POSSIBLE RECOMMENDATION TO COUNCIL ON REVISED SITE PLAN FOR WESTVIEW HEIGHTS. Erin Ollendike from Civil Design Advantage along with Roger Wheeler presented the updated site plan for Westview Heights. To summarize the changes:

- Centennial Dr will extend to the park in phase 2
- The entire development will be graded at one time
- Lift Station is relocated to the south west corner of the development to provide easier access/maintenance

Public comments:

- **Storm Water Management Plan:** It is requested that the document be added to the City website for review prior to the City Council meeting. Forrest indicated that he has reviewed the plan and finds it acceptable.
- **Second entrance into the development:** It was requested that the City review the need to purchase 2 lots for a possible second entrance off Highway 69. City staff was directed to call the DOT to confirm a second entrance off Highway 69 was even an option.

Roger Bierbaum made mention again of the considerable public concern regarding a second entrance into the development and their concerns regarding the accuracy of the traffic study, the increase in traffic, delays, and safety of children. It was recommended that the City purchase two lots across from 54615 310TH Lane to use as a potential second entrance off US Highway 69, if needed. It would become the City's responsibility to put in this intersection if necessary.

Roger Bierbaum also indicated that he would like Jeff Peterson to present to council regarding the looping of the water main at Grace E Free Church.

Forrest Aldrich sent a letter to the City on June 17th, 2019. The Commission went through each item on the letter (Please see attached).

Motion by Easter to recommend approval of the plat to City Council, subject to rezoning and based on the following items:

- **Recognize the valuable public input regarding:**
 - A strong desire for a second access to US Highway 69 (intersection)
 - If a second entrance (intersection) onto US Highway 69 is not required by City Council, please consider purchasing 2 lots directly across from 54615 310th Lane for a potential additional access to US Highway 69 and integrate the purchase of the lots into the development agreement
- **Acknowledge the following items from the V&K letter dated June 17, 2019:**
 - #1 Planning & Zoning Commission recommends that mid-block sidewalks are not required.
 - #2 The stormwater detention basin will not need to be adjusted to accommodate the potential second access (Lots 41 & 42).
 - #3 Planning & Zoning Commission recommends that the extension of the west Street A to the north plat boundary on the west side of the plat towards the west end of 306th lane not be required.
 - #4 It is recommended that utilities are extended.
 - #5 It is recommended that if the extension of mains is not required, then a water easement is needed.

- #6 The Planning and Zoning Commission acknowledges the new location of the lift station and directs City Staff to review if a 40-foot depth is acceptable.
- #7 It is acknowledged that backyard swales must be installed to the provided slope. If this slope cannot be obtained, a drain tile with surface intakes can be installed.
- #8 It is acknowledged that there will not be parking along Centennial.
- #9 Acknowledged
- #10 The Planning and Zoning Commission recommends a "Park Land Agreement" is established to ensure that park land or money is donated per City Code. It is acknowledged that the neighborhood would prefer park land.
- #11 Public Works is to provide downstream capacity and Erin will verify. This information is needed for the DNR permit.
- #12 Planning and Zoning finds 20-foot easements to be acceptable. It was discussed that the storm sewer can be offset. If the storm sewer is excessively deep, then a 30-foot easement is required.
- #13 Acknowledged
- #14 Acknowledged

Seconded by Scott. Bierbaum, Schonhorst, Mosher, Scott, Easter voted yes. 5/0.

5.0) MISCELLANEOUS COMMENTS:

- Next meeting is July 10th at 6:30 PM—hearing for both rezoning requests from Westview Heights.
- Knackmode, 602 North Main Ave, submitted a rezoning request. The hearing date will be established at the July 10th meeting.
- Roger Bierbaum requested that a discussion on R-1 and R-1A requirements be added to the next agenda.
- Mosher is unable to attend the July 10th meeting.
- Steve Quick will potentially have a plat ready for the next meeting.

6.0) ADJOURNMENT – Motion by Easter to adjourn at 7:57 PM, seconded by Schonhorst. 5 AYE. 0 NAY.

Amy Kaplan, Zoning Clerk

Roger Bierbaum, Chairman

Date of Approval



June 17, 2019

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

HUXLEY, IOWA
WESTVIEW HEIGHTS
PRELIMINARY PLAT

We have reviewed the revised preliminary plat for Westview Heights and find it acceptable with the following comments:

1. The installation of mid-block sidewalks running north and south through the middle of the plat needs to be evaluated. Planning and Zoning has recommended mid-block sidewalks not be installed.
2. The traffic study completed evaluating the impact of this development and a potential future development to the west of this plat show a second access onto Highway 69 is not warranted. Planning and Zoning has recommended two lots on the east side of Street A across from 310th Lane be reserved for a potential future second street access to Highway 69. The stormwater detention basin in this area will need to be adjusted to accommodate the potential second access.
3. The need for the street extension of the west Street A to the north plat boundary on the west side of the plat towards the west end of 306th Lane needs to be evaluated. Subdivision Ordinance 166.20.1 states "Streets shall provide for the continuation of major streets from adjoining platted areas, and the extension of major streets into adjoining unplatted areas." with major streets defined as an arterial, major collector, minor collector or local through street that has or is planned to have continuity to carry traffic from one section of the City to another. Planning and Zoning has recommended the street extension not be required.

4. The extension of sewer and water to the north plat boundary on the west side of the plat towards the west end of 306th Lane needs to be evaluated. Subdivision Ordinance 166.10.2 regarding sanitary sewers states, "Mains shall be extended to plat boundary where extension will be needed." and Subdivision Ordinance 166.10.4 regarding water mains states "Mains shall be extended to plat boundary where extension will be needed.". Planning and Zoning has recommended the utilities be extended.
5. The 8-inch water main needs to be extended to the east plat boundary in the northeast corner of the development for a future connection. Subdivision Ordinance 166.10.4 regarding water mains states "Mains shall be extended to plat boundary where extension will be needed.".
6. The lift station is proposed to be in a different location than as shown on the previously submitted preliminary plat to avoid a long access driveway. The lift station has been moved from the north end of Outlot Z to the south end of Outlot Z. The depth of the lift station will be increased approximately 14 feet by moving the lift station location. We estimate the depth of the lift station will need to be approximately 40 feet in order to provide sewer service for the north end of the development at the new location.
7. Backyard swales need to be installed at a minimum slope of 1.5% and at a target slope of 2%. If this slope cannot be obtained, a drain tile with surface intakes can be installed.
8. Centennial Drive is identified as a minor arterial in the comprehensive plan. Subdivision ordinance 166.21.7 states "Unless unavoidable, lots shall not front on or have direct access to arterial or major collector streets. Where unavoidable, lots shall be so arranged as to minimize the number of access points.". Lots obviously face Centennial Drive east of Ballard Drive. This subdivision provides for this practice to continue west of Ballard Drive.
9. A private oversized water main may need to be installed between Lots 1 and 2 for fire protection.
10. The proposed City Park is not proposed to occur until Phase 2.
11. The downstream sanitary sewer needs to be checked to make sure it has the capacity for the new development.

John Haldeman
June 17, 2019
Page 3

12. Easements between lots that will end up between residences should be a minimum of 30 feet wide.
13. An easement for a future water main extension needs to be shown on the west and south sides of Lot 1 to allow for a water main to be looped from the church to Ballard Drive through Lot 1.
14. A staged discharge structure needs to be evaluated if this would be more appropriate at the outlet for the northwest detention basin.

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

VEENSTRA & KIMM, INC.



Forrest S. Aldrich

FSA:dml
45229-037

cc: Jeff Peterson, City of Huxley (e-mail)
Erin Ollendike, Civil Design Advantage (e-mail)
Roger Wheeler, Century 21 Signature Real Estate (e-mail)



VEENSTRA & KIMM, INC.

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

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

July 3, 2019

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

HUXLEY, IOWA
WESTVIEW HEIGHTS
PRELIMINARY PLAT

We have reviewed the revised preliminary plat for Westview Heights and find it acceptable with the following comments:

1. The installation of mid-block sidewalks running north and south through the middle of the plat needs to be evaluated. Planning and Zoning has recommended mid-block sidewalks not be installed.
2. The traffic study completed evaluating the impact of this development and a potential future development to the west of this plat show a second access onto Highway 69 is not warranted. Planning and Zoning has recommended Lots 41 and 42 on the east side of Street A across from 310th Lane be purchased for a potential future second street access to Highway 69.
3. The need for the street extension of the west Street A to the north plat boundary on the west side of the plat towards the west end of 306th Lane needs to be evaluated. Subdivision Ordinance 166.20.1 states "Streets shall provide for the continuation of major streets from adjoining platted areas, and the extension of major streets into adjoining unplatted areas." with major streets defined as an arterial, major collector, minor collector or local through street that has or is planned to have continuity to carry traffic from one section of the City to another. Planning and Zoning has recommended the street extension not be required.

4. The extension of sewer and water to the north plat boundary on the west side of the plat towards the west end of 306th Lane needs to be evaluated. Subdivision Ordinance 166.10.2 regarding sanitary sewers states, "Mains shall be extended to plat boundary where extension will be needed." and Subdivision Ordinance 166.10.4 regarding water mains states "Mains shall be extended to plat boundary where extension will be needed.". Planning and Zoning has recommended the utilities be extended.
5. The extension of an 8-inch water main needs to be evaluated to the east plat boundary in the northeast corner of the development for a future connection. Subdivision Ordinance 166.10.4 regarding water mains states "Mains shall be extended to plat boundary where extension will be needed.". Planning & Zoning has recommended an easement only be provided for a future water main extension.
6. The lift station is proposed to be in a different location than as shown on the previously submitted preliminary plat to avoid a long access driveway. The lift station has been moved from the north end of Outlot Z to the south end of Outlot Z. The depth of the lift station will be increased approximately 14 feet by moving the lift station location. We estimate the depth of the lift station will need to be approximately 40 feet in order to provide sewer service for the north end of the development at the new location.
7. Backyard swales need to be installed at a minimum slope of 1.5% and at a target slope of 2%. If this slope cannot be obtained, a drain tile with surface intakes can be installed. This has been agreed to by the Developer.
8. Centennial Drive is identified as a minor arterial in the comprehensive plan. Subdivision ordinance 166.21.7 states "Unless unavoidable, lots shall not front on or have direct access to arterial or major collector streets. Where unavoidable, lots shall be so arranged as to minimize the number of access points.". Lots obviously face Centennial Drive east of Ballard Drive. This subdivision provides for this practice to continue west of Ballard Drive.
9. A private oversized water main may need to be installed between Lots 1 and 2 for fire protection.
10. The proposed City Park is not proposed to occur until Phase 2. Planning & Zoning is recommending the City and the Developer enter into a Park Land Agreement. The Agreement will stipulate the conditions of when access will be provided to the

John Haldeman
July 3, 2019
Page 3

proposed park and the consequences if such access is not provided. Planning & Zoning recommended access to be provided within 18 months from the date of the acceptance of the final plat for Phase 1 of the development.

11. The downstream sanitary sewer system needs to be checked to make sure it has the capacity for the new development.
12. Public Works is requesting easements between lots that will end up between residences should be a minimum of 30 feet wide. Planning & Zoning recommended 20' wide easements for relatively shallow storm sewers and water mains with the pipe offset within the easement to allow a place to stack excavated soils. Planning & Zoning recommended 30' wide easements for sanitary sewers and deeper storm sewers.
13. An easement for a future water main extension needs to be shown on the west and south sides of Lot 1 to allow for a water main to be looped from the church to Ballard Drive through Lot 1.

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

VEENSTRA & KIMM, INC.



Forrest S. Aldrich

FSA:kld
45229-037

cc: Jeff Peterson, City of Huxley (e-mail)
Erin Ollendike, Civil Design Advantage (e-mail)
Roger Wheeler, Century 21 Signature Real Estate (e-mail)

PRELIMINARY PLAT FOR: WESTVIEW HEIGHTS

HUXLEY, IOWA

OWNER / APPLICANT:

DAVID J. JENSEN
DAVID J. JENSEN & ASSOCIATES, LLC
4011 WINTERVIEW ROAD, SUITE 108
HUXLEY, IOWA 52540
PH: (515) 233-2793

ENGINEER / SURVEYOR:

CIVIL DESIGN ADVANTAGE, LLC
3405 S.E. CROSSROADS DRIVE, SUITE G
HUXLEY, IOWA 52540
PH: (515) 398-4400

DATE OF SURVEY:

DECEMBER 21, 2018

DEVELOPMENT SCHEDULE:

PHASE 1 - 2019
PHASE 2 - 2020

BULK REGULATIONS

R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT
PROPOSED R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT
R-1A SINGLE-FAMILY RESIDENTIAL DISTRICT
R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT

REAR YARD: 30'

FRONT YARD: 10' (1-1 STORES - 7' MIN.)

SIDE YARD: 10' (2 OR 3 STORES - 6' MIN.)

REAR YARD: 30'

FRONT YARD: 10' (1-1 STORES - 7' MIN.)

SIDE YARD: 10' (2 OR 3 STORES - 6' MIN.)

REAR YARD: 30'

FRONT YARD: 10' (1-1 STORES - 7' MIN.)

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SIDE YARD: 10' (2 OR 3 STORES - 6' MIN.)

REAR YARD: 30'

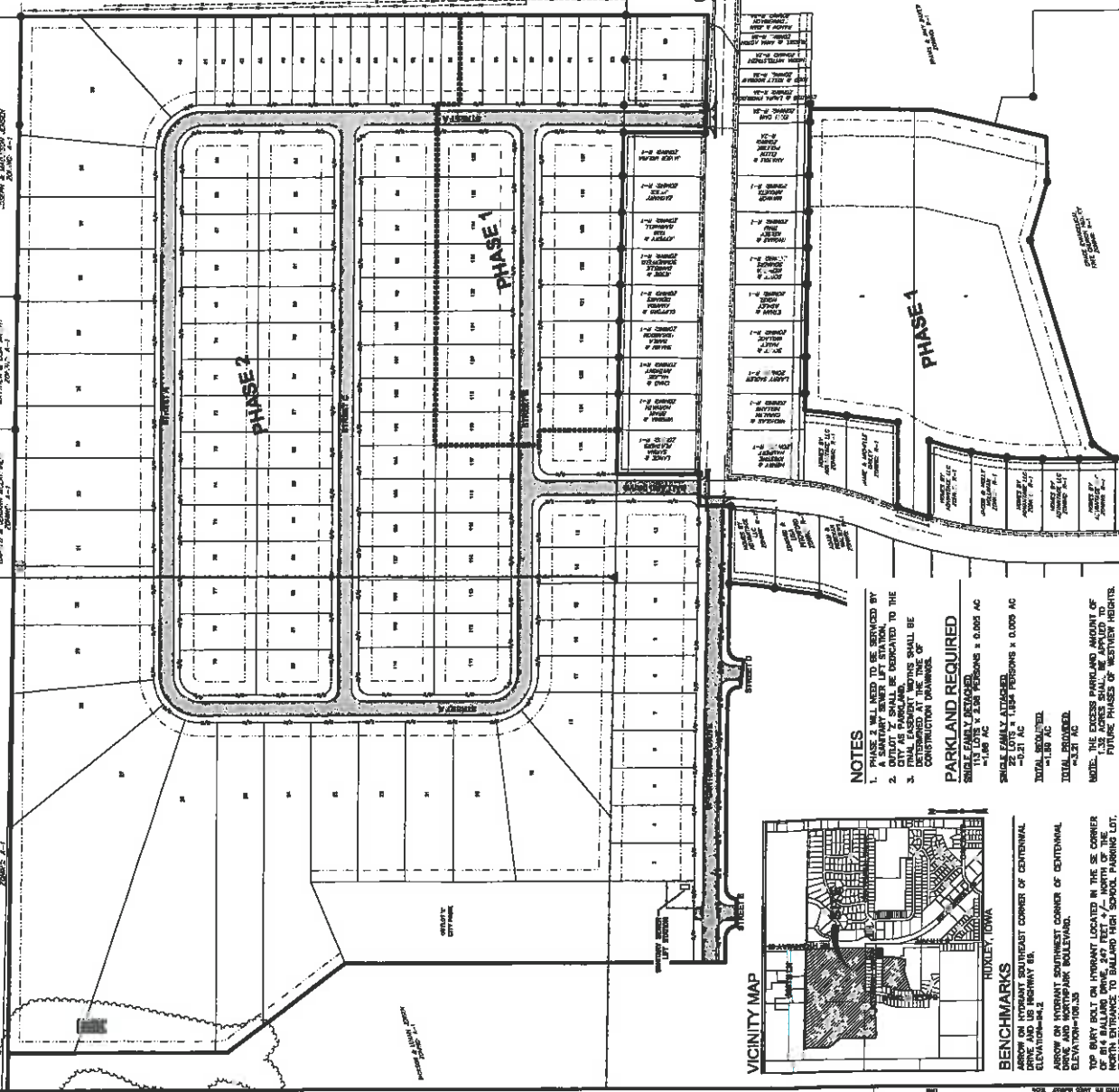
FRONT YARD: 10' (1-1 STORES - 7' MIN.)

SIDE YARD: 10' (2 OR 3 STORES - 6' MIN.)

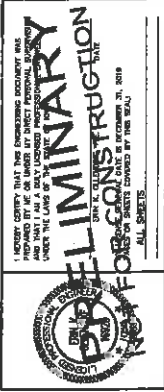
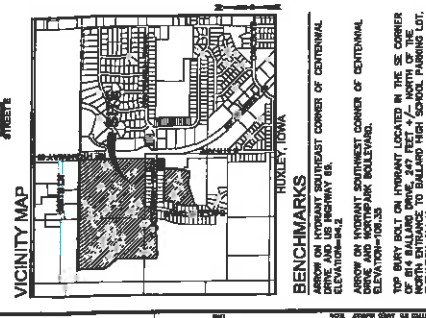
REAR YARD: 30'

FRONT YARD: 10' (1-1 STORES - 7' MIN.)

SIDE YARD: 10' (2 OR 3 STORES - 6' MIN.)



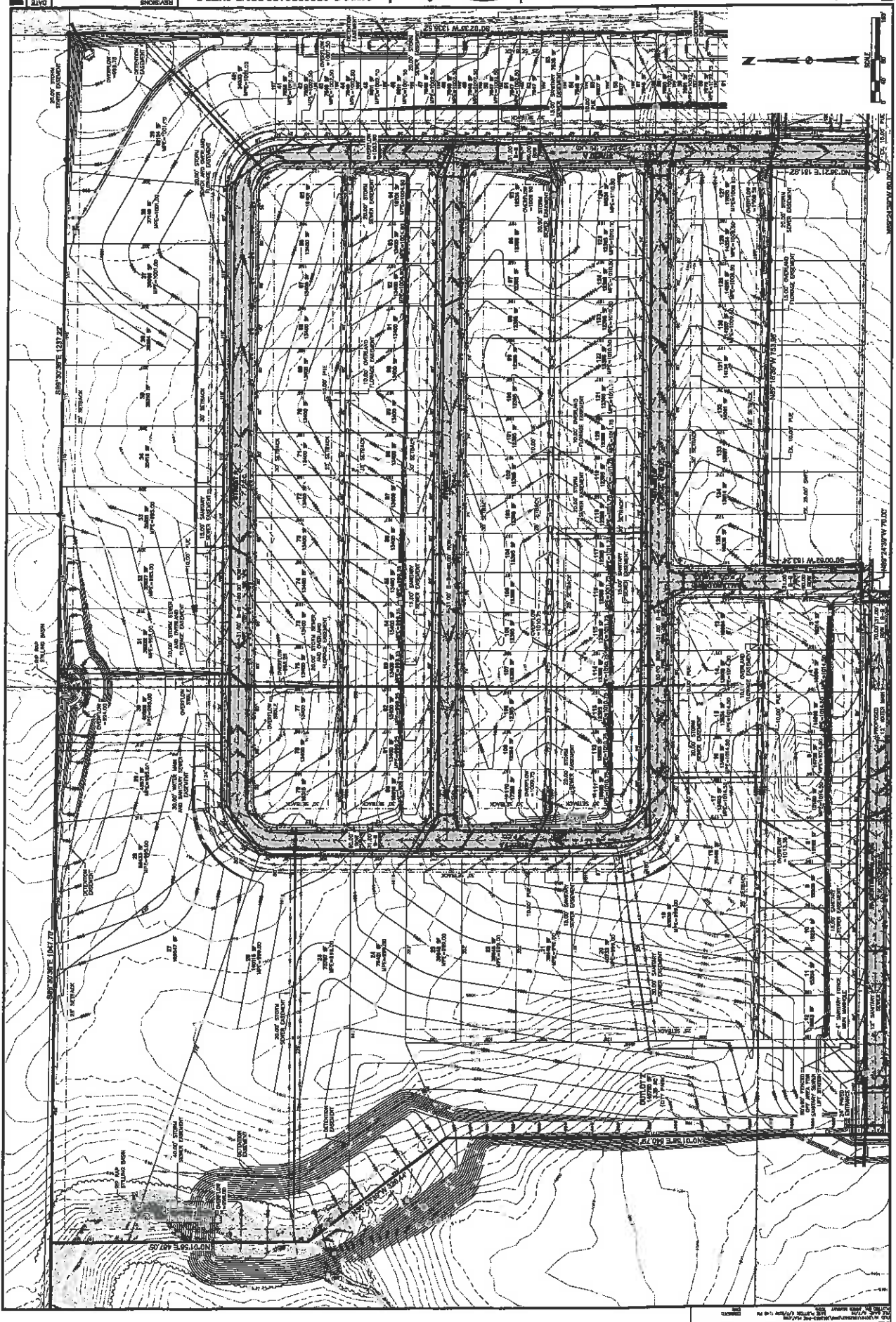
- NOTES**
1. ALL UTILITIES SHOWN TO BE SERVED BY THE CITY OF HUXLEY.
 2. OUTLOT 7 SHALL BE DEDEDICATED TO THE CITY OF HUXLEY.
 3. FINAL EASEMENT NOTES SHALL BE DETERMINED AT THE TIME OF CONSTRUCTION DEDICATION.
- PARKLAND REQUIRED**
- SINGLE FAMILY RESIDENCE
1.00 AC
-0.21 AC
-1.00 AC
- SMALL BUSINESS ENTERPRISE
2.00 AC
-0.21 AC
-1.00 AC
- TOTAL REQUIRED**
-0.21 AC
-1.00 AC
- TOTAL AVAILABLE**
-0.21 AC
-1.00 AC
- NOTE:** THE EXCESS PARKLAND AMOUNT OF 0.00 AC SHALL BE DEDICATED TO THE CITY OF HUXLEY FOR FUTURE PHASES OF WESTVIEW HEIGHTS.

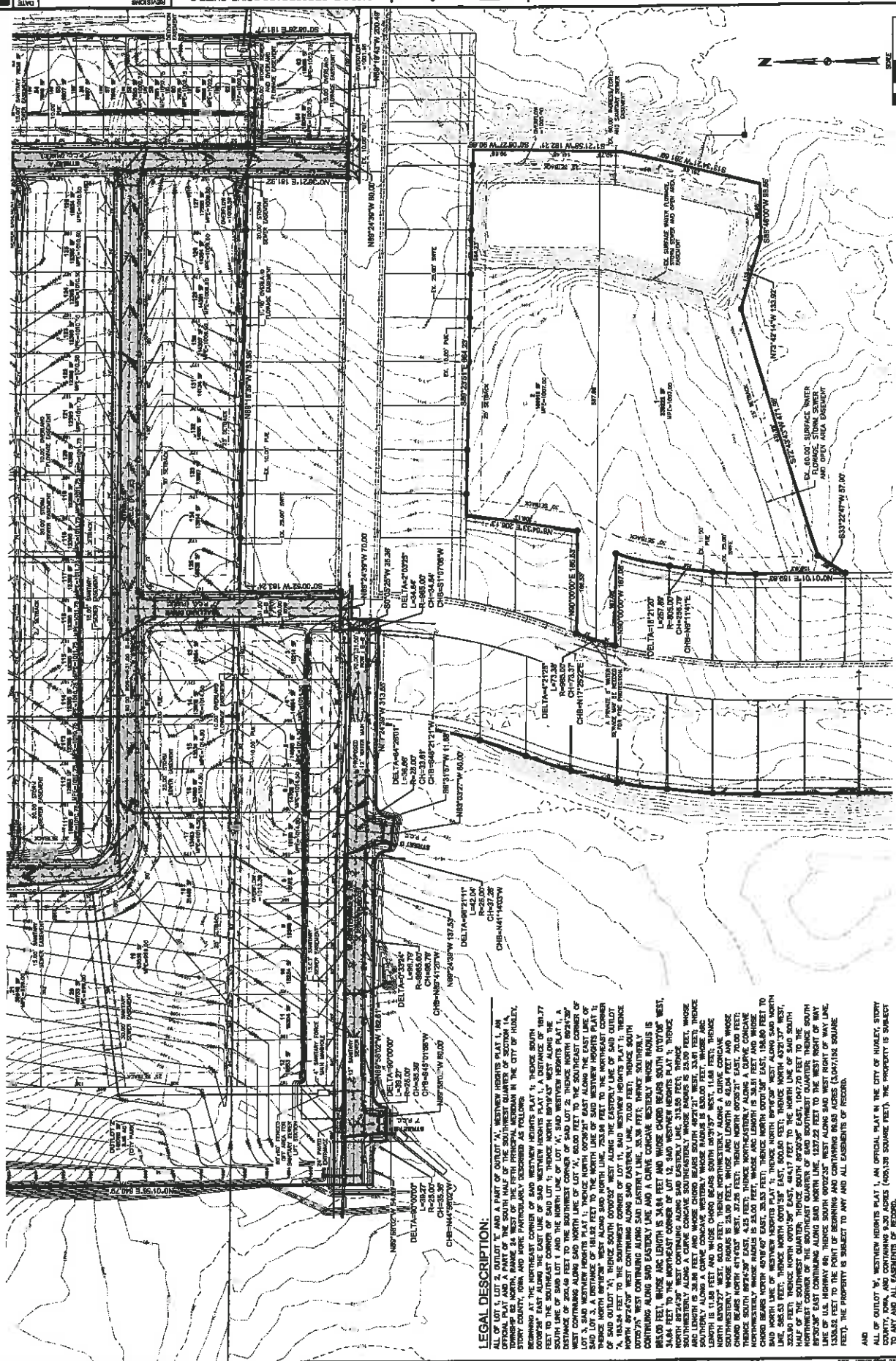


WESTVIEW HEIGHTS PRELIMINARY PLAT

CIVIL DESIGN ADVANTAGE
HUXLEY, IOWA
ENGINEER: EKO
PHONE: (515) 389-4400 FAX: (515) 389-4410
EI: GH/WM
3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111

REVISIONS	DATE
1ST SUBMITTAL	
2ND SUBMITTAL	
3RD SUBMITTAL	
4TH SUBMITTAL	
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43RD SUBMITTAL	
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67TH SUBMITTAL	
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97TH SUBMITTAL	
98TH SUBMITTAL	
99TH SUBMITTAL	
100TH SUBMITTAL	





LEGAL DESCRIPTION:

[illegible]

AND
ALL OF OUTLOT 'B', WESTVIEW HEIGHTS PLAT 1, AN OFFICIAL PLAT IN THE CITY OF HURLEY, STORY COUNTY, IOWA, AND CONTAINING 9.30 ACRES (405,130 SQUARE FEET), THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

RESOLUTION NO. 19-093

**A RESOLUTION APPROVING INFRASTRUCTURE REIMBURSEMENT AGREEMENT BETWEEN
THE CITY OF HUXLEY AND KUM AND GO.**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huxley, Iowa, approves an agreement with Kum and Go, L.C. Des Moines, Iowa and authorizes the Mayor to sign said agreement on behalf of the City.

PASSED, ADOPTED AND APPROVED this ____ day of July, 2019.

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

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 19-093** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this ____ day of July, 2019.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

INFRASTRUCTURE REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (this "Agreement") is entered into this ____ day of _____, 2019 by and between City of Huxley (the "City") and Kum & Go, L.C., an Iowa limited liability company, and or its successors and assigns ("Kum & Go").

WHEREAS, the City has a vested interest in increasing the number of career opportunities and the commercial tax base in Huxley; and

WHEREAS, the expansion of infrastructure is necessary to accomplish the City's goal; and

WHEREAS, Kum & Go is the contract purchaser of certain real property legally described on Exhibit A (the "Kum & Go Property"), which property will be developed by Kum & Go as a convenience store; and

WHEREAS, Kum & Go has agreed to pay certain costs associated with the design and construction of infrastructure directly benefiting the Kum & Go Property ("Kum & Go Project").

NOW, THEREFORE, in consideration of the agreements set out herein, the City and Kum & Go hereby agree as follows:

ARTICLE I: KUM & GO PROJECT

Section 1.1. The Kum & Go Project shall consist of the design and construction of water and sanitary sewer to the northern border of the Kum & Go Property all as depicted in Exhibit B and pursuant to the schedule set forth in Exhibit B-1.

Section 1.2. The City agrees to cause the design and engineering of the Kum & Go Project, provided (and promptly after) Kum & Go has deposited Kum & Go's Contribution, as defined below, into the Kum & Go Project Escrow Account as set forth in Section 2.1(a) of this Agreement.

Section 1.3. The City agrees to cause the construction of the Kum & Go Project, provided (and promptly after) all of the following preconditions are satisfied:

- (a) Kum & Go has paid the water and sewer connection fees in accordance with the Huxley Municipal Code prior to the City awarding bids for the Kum & Go Project; such water and sewer connection fees shall be computed on the acreage contained within the lot subject to the site plan approval within the Kum & Go Property; and
- (b) The City has completed all legislative processes associated with letting bids for the Kum & Go Project; and
- (c) Kum & Go has granted to the City, at no cost to the City, all construction and maintenance easements on the Kum & Go Property, as well as dedicated and/or deeded to the City, at no

cost to the City, all right-of-way on the Kum & Go Property, all as is reasonable and necessary to allow for the construction and maintenance of the Kum & Go Project.

Section 1.4. The City shall be solely responsible for the design, bidding and construction of the Kum & Go Project; provided, however, that Kum & Go shall have the right to review and comment upon the design before it is approved by the City, and Kum & Go shall not take any actions to interfere with the City's construction of the Kum & Go Project.

Section 1.5. Kum & Go recognizes and agrees that the Kum & Go Project shall be owned and maintained by the City and that nothing in this Agreement grants Kum & Go any special legal entitlements or other rights not held by members of the general public with respect to ownership, maintenance, or use of the Kum & Go Project. Likewise, Kum & Go agrees that the City is not responsible for and will have no liability to Kum & Go associated with the specifications, design, plans, quality of construction, or sufficiency of the Kum & Go Project for any particular purpose.

ARTICLE II. COST OF KUM & GO PROJECT

Section 2.1. The total cost of designing and constructing the Kum & Go Project is estimated to be \$ 1,755,000. Kum & Go and the City acknowledge that the total cost of Kum & Go Project cannot be ascertained at this time and may be more or less than the estimated amount. Kum & Go shall pay \$300,000 (the "Kum & Go's Contribution"). The Parties agree that simultaneous to their execution of this Agreement, they shall execute the Project Escrow Agreement attached hereto as Exhibit C (the "Project Escrow Agreement"). Kum & Go shall deposit the Kum & Go's Contribution into the Kum & Go Project Escrow Account as defined and described in the Project Escrow Agreement to be accessed by the City to fund the Kum & Go Project consistent with the terms of the Project Escrow Agreement and this Agreement. Said deposits shall be made as follows:

- (a) Before the date that is fourteen (14) days after completion of annexation of the Kum & Go Property into the City, Kum & Go shall deposit \$300,000 into the Kum & Go Project Escrow Account to facilitate the payment of any costs associated with the design and engineering of the Kum & Go Project.

Section 2.2. If payment of the Kum & Go's Contribution is not made on a timely basis as set forth herein, or within any extension of time that the Parties may mutually agree to in writing, then the Parties agree that the Kum & Go shall then be in substantial and material breach of this Agreement, in which no occupancy permit shall be granted for any development on the Kum & Go Property until payment of the Kum & Go's Contribution is made in full. Also, in such case, the Kum & Go Project may not, in City's sole discretion, be constructed until the Kum & Go's Contribution is paid into the Kum & Go Project Escrow Account in full.

Section 2.3. The City shall use the Kum & Go's Contribution as follows:

- (a) The City shall have sole access to Kum & Go's Contribution immediately upon deposit and said funds shall be used in the City's absolute discretion at any time pursuant to the Project Escrow Agreement, but solely and exclusively for the cost of designing and constructing the Kum & Go Project.

- (b) Kum & Go's Contribution shall remain in the Kum & Go Project Escrow Account and available for use by the City to fund the Kum & Go Project, regardless of whether or not development of the Kum & Go Property occurs as contemplated. Interest earned on the Kum & Go's Contribution funds while in the Kum & Go Project Escrow Account shall be added to the funds available to the City to pay the costs of Kum & Go Project.

ARTICLE III. GENERAL

Section 3.1. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 3.2. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 3.3. No failure or delay by either party to exercise a right or remedy available hereunder, or otherwise available under the law, shall constitute a waiver of such right or remedy, or any other right or remedy, or constitute a waiver of any obligation of the other party to perform strictly in accordance with the terms hereof, unless such waiver is expressed in writing, signed by the party to be bound.

Section 3.4. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 3.5. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States certified mail or other established express delivery service (such as Federal Express) that guarantees overnight delivery, postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

If to the City:

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

If to Kum & Go:

Kum & Go, L.C.
Attn: Britni Andreassen
1459 Grand Avenue
Des Moines, Iowa 50309-3005

With a copy to:

Kum & Go, L.C.
Attn: General Counsel
1459 Grand Avenue
Des Moines, Iowa 50309-3005

Notices shall be effective upon receipt or refusal.

Section 3.6. Each party shall have all other remedies provided by law or equity to the same extent as if fully set forth herein. No remedy available to any party shall exclude any other remedy available to such party under this Agreement or provided by law or equity. All remedies shall be cumulative.

Section 3.7. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

Section 3.8. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto.

Section 3.9. This Agreement and the Exhibits which are or may in the future become a part of this Agreement supersede any prior agreements between the parties concerning the Project, and no oral statements, representations or prior written matter relating to the subject matter hereof, but not contained in this Agreement, shall have any force or effect.

Section 3.10. Each person executing this Agreement represents and warrants that he or she has authority to sign this Agreement on behalf of the corporation, limited liability company, or other entity for which he or she is signing, and that his or her signature binds said entity to the terms and provisions of this Agreement.

Section 3.11. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature and acknowledgment pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this Agreement.

IN WITNESS WHEREOF, the undersigned have hereunto set our hands and seals, if applicable, on the date and year first above written.

[Remainder of Page Left Intentionally Blank with Separate Signature Pages Attached]

CITY OF HUXLEY, IOWA

By: _____
Craig D. Henry, Mayor

I, Jolene Lettow, City Clerk of the City of Huxley, Iowa, do hereby certify that the within and foregoing Reimbursement Agreement was duly approved and accepted by the City Council of said City of Huxley by Resolution and Roll Call No. _____, passed on the _____ day of _____, 2019 and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2019.

Jolene Lettow, City Clerk of the City of Huxley, Iowa

STATE OF IOWA, COUNTY OF STORY, ss:

On the _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Craig Henry and Jolene Lettow, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Huxley, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and the said Craig Henry and Jolene Lettow acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

KUM & GO, L.C.

an Iowa limited liability company

By: _____

Name: _____

Title: _____

Signature Date: _____

STATE OF IOWA, COUNTY OF POLK, ss:

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared _____, to me personally known, who being by me duly sworn did say that he is the _____, Kum & Go, L.C., an Iowa limited liability company, that the instrument to which this is attached was signed on behalf of said limited liability company by authority of its Manager(s); and that the said _____ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by them voluntarily executed.

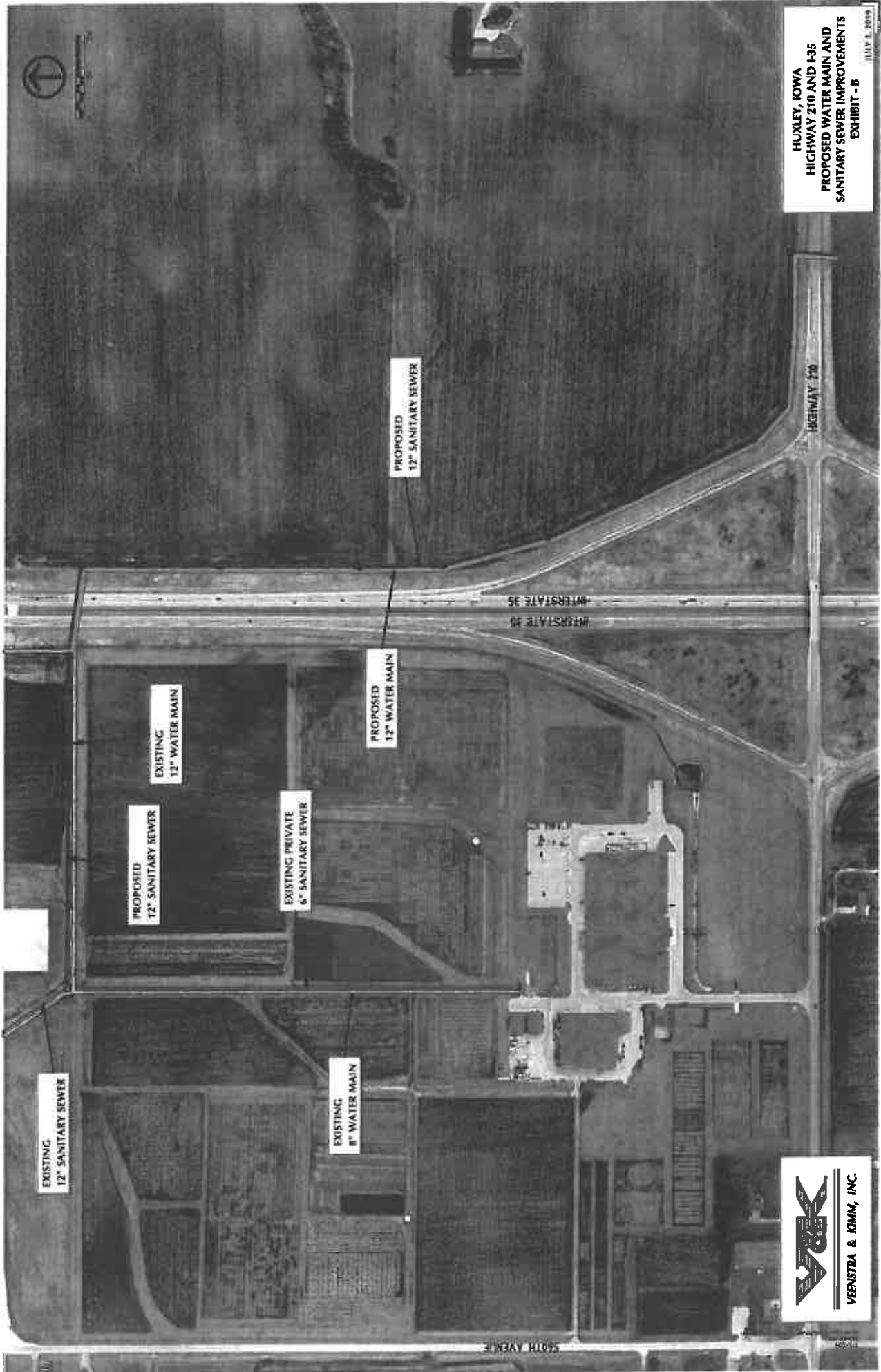
Notary Public in and for the
State of Iowa

EXHIBIT A

Kum & Go Property:

A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 82 NORTH, RANGE 23 WEST OF THE 5TH P.M., STORY COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 31; THENCE SOUTH 89°51'29" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, 836.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°51'29" EAST ALONG SAID NORTH LINE, 264.00 FEET; THENCE SOUTH 00°04'23" EAST, 320.98 FEET; THENCE SOUTH 89°55'37" WEST, 770.61 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 35; THENCE NORTH 26°44'29" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, 197.41 FEET; THENCE NORTH 41°24'32" EAST CONTINUING ALONG SAID EASTERLY RIGHT OF WAY, 103.60 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY 210; THENCE NORTH 86°32'45" EAST CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 349.54 FEET; THENCE NORTH 00°04'23" WEST, 47.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.58 ACRES (199,622 SQUARE FEET). PROPERTY SUBJECT TO ROADWAY EASEMENT CONTAINING 0.29 ACRES (12,426 SQUARE FEET).



HUXLEY, IOWA
HIGHWAY 210 AND I35
PROPOSED WATER MAIN AND
SANITARY SEWER IMPROVEMENTS
EXHIBIT - B

JULY 8, 2019



EXHIBIT B-1
PROJECT SCHEDULE

The schedule for the Highway 210 and I-35 Utility Extensions project to the proposed Kum & Go site is as follows:

City Council action to set date of public hearing and letting	August 13, 2019
Receive and open bids	September 4, 2019
Public hearing and award of contract	September 10, 2019
Water and sewer utilities operational	December 31, 2019
All work completed including surface restoration	April 30, 2020

EXHIBIT C

PROJECT ESCROW AGREEMENT

THIS PROJECT ESCROW AGREEMENT (this "Escrow Agreement") is entered into as of the this _____ day of _____, 20____, by and between the City of Huxley, Iowa ("City") and [Kum & Go] ("Kum & Go"). The City and Kum & Go sometimes referred to herein as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Parties are entering into that certain REIMBURSEMENT AGREEMENT contemporaneous herewith ("Agreement"), which Agreement contains defined terms that are indicated by the use of capitalization, which terms are used in this Project Escrow Agreement and have the same meaning as in the Agreement; and

WHEREAS, pursuant to the Agreement, Kum & Go has agreed to contribute \$300,000 (the "Kum & Go's Contribution") towards the total cost of Kum & Go Project to be constructed by the City; and

WHEREAS, the Parties desire to execute this Escrow Agreement to coordinate the payment of the Kum & Go's Contribution and the City's use of said funds to complete the design and construction of the Kum & Go Project.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the Parties hereto agree as follows:

1. **Appointment of Escrow Agent.** The Parties hereby appoint and designate [South Story Bank], as the escrow agent ("Escrow Agent") for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment on the terms and conditions set forth herein.

2. **Receipt of Escrow Deposit.** Before the date that is fourteen (14) days after completion of annexation of the Kum & Go Property into the City, Kum & Go shall deposit \$300,000 with the Escrow Agent to facilitate the payment of any costs associated with the design, engineering and construction of the Kum & Go Project (the "Escrow Deposit"). The Escrow Deposit and all interest and other earnings thereon shall be deposited into one account (the "Kum & Go Project Escrow Account"). The funds and other property held in the Kum & Go Project Escrow Account shall not be subject to a lien or attachment by any creditor of any Party hereto and, except as provided in Section 5 below, shall not be available to, and shall not be used by, the Escrow Agent to set off any obligations of any Party hereto owing to the Escrow Agent in any capacity. Notwithstanding the foregoing, if the Kum & Go Project Escrow Account shall be attached, garnished, or levied upon pursuant to judicial process, or the delivery of funds held in the Kum & Go Project Escrow Account shall be stayed or enjoined by any court order, or any court order shall be made or entered into affecting the Kum & Go Project Escrow Account, or any part thereof, the Escrow Agent is hereby expressly authorized to obey and comply with such judicial process or court order.

In the event the Escrow Agent obeys or complies with any judicial process or court order, it shall not be liable to any firm or corporation by reason of such compliance, notwithstanding the subsequent reversal, modification, annulment, or setting aside of such court order.

3. **Investment of Escrow Deposit.** The Escrow Deposit shall be invested by the Escrow Agent in a money market fund which invests solely in U.S. government obligations and securities and repurchase agreements secured thereby, including those maintained by the Escrow Agent or its affiliates. All interest and income earned and collected on the Escrow Deposit shall be added to the Escrow Deposit and released as set forth in Section 5.

4. **Accounting.** Within five (5) Business Days after the end of each calendar quarter, Escrow Agent will provide to the Parties an accounting in reasonable detail of the receipts and disbursements of the Kum & Go Project Escrow Account.

5. **Release of Funds.**

(a) If the City determines in good faith that it is entitled to funding from the Kum & Go Project Escrow Account pursuant to the terms of the Agreement (a "Claim"), then the City shall deliver to the Escrow Agent and Kum & Go a written request for the payment of such Claim (a "Payment Request"). A Payment Request shall specify in reasonable detail the facts and circumstances with respect to the subject matter of such Payment Request and the amount of the Claim. Within seven (7) calendar days after Kum & Go receives a Payment Request, Kum & Go shall deliver to the Escrow Agent and the City a written notice (a "Response Notice") stating whether Kum & Go objects to the payment of all or any portion of the Claim specified in the Payment Request. If Kum & Go does not deliver a Response Notice within 7 days after the receipt of a Payment Request, it will be deemed not to have objected to any portion of the amount of the Claim set forth in the Payment Request and the Escrow Agent shall pay such amount to the City. For purposes of determining expiration of the 7-day period provided for in the preceding sentence, Escrow Agent shall conclusively presume that any Payment Request delivered to it was simultaneously delivered to Kum & Go. The Escrow Agent must pay any Claim even if disputed by Kum & Go unless (i) the City delivers a written notice to the Escrow Agent within 7 days stating that City has withdrawn all or any portion of its Claim or (ii) Kum & Go delivers to the City and Escrow Agent a copy of an order from a court of competent jurisdiction prohibiting payment of all or a portion of such a Claim.

(b) If the Escrow Agent receives a Payment Request and the Request is not withdrawn by the City and no court order exists prohibiting payment of the Claim, then the Escrow Agent shall deliver to the City the amount (the "Payment Amount") indicated in such Payment Request within 21 days of receiving the Payment Request.

(c) This Escrow Agreement will terminate when all funds in the Kum & Go Project Escrow Account have been released to the City.

(d) Prior to final distribution by Escrow Agent of the remaining funds in the Kum & Go Project Escrow Account, Escrow Agent shall be entitled to deduct from such final distribution any unpaid fees and expenses payable to Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

6. Indemnification of the Escrow Agent.

(a) From and at all times after the date of this Agreement, each of the Parties shall, jointly and severally and to the fullest extent permitted by law, defend, indemnify and hold harmless the Escrow Agent and each director, officer, employee, attorney, agent and affiliate of the Escrow Agent (collectively, the "Escrow Indemnified Parties") against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees, costs and expenses) incurred by or asserted against any of the Escrow Indemnified Parties from and after the date hereof, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, including, without limitation, any of the Parties, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, without limitation, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Escrow Agreement or any transactions contemplated herein, whether or not any such Escrow Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; provided, however, that no Escrow Indemnified Party shall have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted primarily from the negligence, gross negligence or willful misconduct of such Escrow Indemnified Party. Each Escrow Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and each Party shall pay an equal share of the reasonable fees of such counsel upon request of the Escrow Agent. The obligations of the Parties under this Section 6 shall survive any termination of this Escrow Agreement and the resignation or removal of the Escrow Agent.

(b) The Parties agree that none of the establishment of the Kum & Go Project Escrow Account, the making of the Escrow Deposit, the making of disbursements by the Escrow Agent to Kum & Go or the City hereunder, the payment by a Party of any claim by the Escrow Agent for indemnification hereunder nor the disbursement of any amounts to the Escrow Agent from the Escrow Deposit in respect of a claim by the Escrow Agent for indemnification shall impair, limit, modify, or affect, as between the Parties, the respective rights and obligations of the Parties under the Escrow Agreement.

7. Resignation of the Escrow Agent. The Escrow Agent, and any successor Escrow Agent, may resign at any time as Escrow Agent hereunder by giving at least fifteen (15) business days' written notice to the parties. Upon such resignation and the appointment of a successor Escrow Agent, the resigning Escrow Agent shall be absolved from any duties as Escrow Agent hereunder. Upon their receipt of notice of resignation from the Escrow Agent, the Parties shall use their reasonable best efforts jointly to designate a successor Escrow Agent. If the Parties do not agree upon a successor Escrow Agent within fifteen (15) business days after the receipt by the parties of the Escrow Agent's resignation notice, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent or other appropriate relief (including, without limitation, an interpleader action) and any such resulting appointment shall be binding upon all parties hereto. By mutual agreement, the Parties shall have the right at any time upon not less than seven (7) days' written notice to terminate their appointment of the Escrow Agent, or any successor Escrow Agent, as Escrow Agent hereunder. Notwithstanding anything to the contrary in the foregoing, the Escrow Agent or any successor Escrow Agent shall continue to act as the Escrow Agent until a successor is appointed and qualified to act as the Escrow Agent. The

terminated or resigning Escrow Agent shall transmit all records pertaining to the Escrow Deposit and shall pay the Escrow Deposit to the successor Escrow Agent, after making copies of such records as the terminated or resigning Escrow Agent deems advisable and after deduction and payment to the terminated or resigning Escrow Agent of all fees and expenses (including court costs and reasonable attorneys' fees) payable to, actually incurred by, or reasonably expected to be incurred by the terminated or resigning Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any terminated or resigning Escrow Agent's resignation or removal, the provisions of this Escrow Agreement shall inure to its benefit and survive with respect to any actions taken or omitted to be taken by such terminated or resigning Escrow Agent while it was the Escrow Agent under this Agreement. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the escrow business of the Escrow Agent's corporate trust line of business may be transferred, shall be the Escrow Agent under this Escrow Agreement without further act.

8. **Taxes.** The Escrow Agent does not have any interest in the Escrow Deposit but is serving as escrow holder only and only has possession thereof. For U.S. federal and applicable state income tax purposes, Kum & Go shall be treated as owning the Kum & Go Project Escrow Account and shall include any and all interest earned on the Escrow Deposit in its gross income for all U.S. federal and applicable state income tax purposes. The Escrow Agent shall file IRS Forms 1099 INT consistent with such treatment. The Parties hereto acknowledge that any payments of any amounts from the KUM & GO Project Escrow Account pursuant to this Agreement shall be subject to withholding tax regulations then in force with respect to U.S. federal income taxes.

9. **Notices.**

(a) All notices and other communications required or permitted pursuant to this Agreement shall be in writing and be deemed to have been duly given when delivered personally (which shall include delivery by Federal Express or other nationally recognized, reputable overnight courier service that issues a receipt or other confirmation of delivery) to the party for whom such communication is intended, or five (5) Business Days after the date mailed by certified mail, return receipt requested, postage prepaid.

(b) A notice must be addressed to a Party at the Party's last known address set forth below. Any Party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

If to the City:

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

If to Kum & Go:
Kum & Go, L.C.
Attn: Britni Andreassen

1459 Grand Avenue
Des Moines, Iowa 50309-3005

With a copy to:
Kum & Go, L.C.
Attn: General Counsel
1459 Grand Avenue
Des Moines, Iowa 50309-3005

If to Escrow Agent:

10. **Successors and Assigns; Assignment.** This Escrow Agreement shall be binding on and inure to the benefit of each Party hereto and its respective successors and assigns. The Parties may assign rights under this Escrow Agreement only to the same extent they are permitted to assign their rights and obligations under the Agreement.

11. **Miscellaneous.** This Escrow Agreement, together with the schedules and annexes attached hereto and, with respect to the Parties, the Agreement, embody the entire agreement and understanding of the parties concerning the Escrow Deposit. As between the Parties hereto, other than Escrow Agent, in the event of any conflict of the terms of this Escrow Agreement with the terms of the Agreement, the terms of the Agreement shall control and prevail. This Escrow Agreement may be amended only by a writing signed by each Party hereto. The headings in this Escrow Agreement are intended solely for convenience or reference and shall be given no effect in the construction or interpretation of this Escrow Agreement. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to the conflicts of laws principles thereof. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective, heirs, personal representatives, successors and permitted assigns. Capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

12. **Escrow Agent's Fees.** Reasonable fees and expenses for the services the Escrow Agent renders pursuant to this Escrow Agreement (including reasonable fees and disbursements of its counsel incurred in connection with its performance of such services) will be paid to the Escrow Agent. Kum & Go will pay all such fees and expenses of the Escrow Agent, as set forth on Exhibit "1".

[Remainder of Page Left Intentionally Blank with Separate Signature Pages Attached]

KUM & GO, L.C.

an Iowa limited liability company

By: _____
Name: _____
Title: _____

Signature Date: _____

STATE OF IOWA, COUNTY OF POLK, ss:

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared _____, to me personally known, who being by me duly sworn did say that he is the _____, Kum & Go, L.C., an Iowa limited liability company, that the instrument to which this is attached was signed on behalf of said corporation by authority of its Board of Directors; and that the said _____ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by them voluntarily executed.

Notary Public in and for the
State of Iowa

AGREEMENT OF ESCROW AGENT

The undersigned hereby agrees to act as Escrow Agent for the purposes set forth in this Escrow Agreement, and agrees to perform its duties and responsibilities pursuant to the instructions and the other terms and conditions of this Escrow Agreement.

By: _____ Date: _____

EXHIBIT 1 TO ESCROW AGREEMENT – FEE SCHEDULE

FINANCE

RESOLUTION NO. 19-094

A RESOLUTION APPROVING FUNDING POLICY FOR GAP FINANCIAL ASSISTANCE FOR RESTORATION/REDEVELOPMENT

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huxley, Iowa, approves the Funding Policy For Gap Financial Assistance for Restoration/Redevelopment as presented by Dustin Ingram of AEDC.

PASSED, ADOPTED AND APPROVED this ____ day of July, 2019.

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

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 19-094** affixing below my official signature as Mayor of the City of Huxley, Iowa, this _____ day of July, 2019.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

CITY OF HUXLEY, IOWA
FUNDING POLICY FOR GAP FINANCIAL ASSISTANCE FOR RESTORATION/REDEVELOPMENT

Purpose:

The goal of Huxley's Business Development and Revitalization Program is to encourage quality economic development, enhance the industrial and commercial property tax base, create quality employment, and attract businesses that contribute to the general well-being and quality of life of city residents.

Funding Source:

The City of Huxley will allocate \$100,000 from its general fund to support this program in its inaugural year. On an annual basis thereafter, Huxley will reassess this program to determine whether to reduce or increase its allocation. The City of Huxley may also decide to replenish depleted funds through its urban renewal plan.

Eligibility for Award:

Funds will be awarded only to qualified applicants demonstrating a need for gap finance. These applicants will have submitted the City of Huxley's Application for Gap Financial Assistance for Restoration/Redevelopment. A three-person group comprised of a single representative from the Huxley Development Corporation, Ames Economic Development Commission, and Huxley City Council will have scored the application per the City of Huxley's Matrix for Gap Financial Assistance for Restoration/Redevelopment and submitted a written recommendation for approval or disapproval of the application to the Huxley City Council. Awards are dependent on both the application's passage of the Matrix and the Huxley City Council's formal approval.

Type of Award and Forgiveness Criteria:

If the Huxley City Council decides to approve an application for funding assistance, the applicant will receive an award in the form of a five-year forgivable loan at 0% interest. The City of Huxley will forgive up to 100% of the loan if the awardee fulfills eligibility requirements in two areas: property tax increase and high-quality job creation.

For property tax increase, the City of Huxley will forgive a maximum of 50% of the total loan if the awardee increases property valuation by 50% or greater within three years from the date of award approval. For lesser percentage increases in property valuation, the City of Huxley will prorate forgiveness. Alternatively, if the project generates an increase in property taxes owed after three years from the date of award approval, the City of Huxley will forgive the amount of that increase at a dollar-for-dollar ratio not to exceed 50% of the total award.

For high-quality job creation, the awardee must create five or more permanent full-time non-manufacturing jobs with at least half of those jobs receiving wages at or above the Story County Laborshed Wage. Alternatively, the awardee must create five or more permanent full-time manufacturing jobs with at least half of those jobs receiving wages at or above the Story County Laborshed Manufacturing Wage. If the awardee fulfills this requirement within three years from the date of award approval, the City of Huxley will forgive 50% of the total loan.

Forgiveness Determination Period and Repayment Terms

The awardee will receive a five-year forgivable loan at 0% interest. A deferral period of three years will begin from the date of award approval. A maintenance period of two years will follow the deferral period.

The awardee must meet the requirements for loan forgiveness by the end of the deferral period. During the deferral period, the awardee is not required to make payments on the loan. At the end of the deferral period, the awardee may provide the Huxley City Council with a written request for an extension of the deferral period of up to one year. The extension of the deferral period is at the discretion of the City Council. If approved, the extension will precede the two-year maintenance period allow the awardee with additional time to meet the requirements for loan forgiveness.

If a loan balance remains after the deferral period, the awardee will enter into a repayment agreement with the City of Huxley. The balance must be paid in full by the end of the two-year maintenance period.

Annual Check-in:

Annually, awardees must submit information to the Huxley City Council regarding progress on job creation.

Application Deadline:

The City of Huxley will accept applications on a rolling basis with consideration based on funding availability.

RESOLUTION NO. 19-095

**RESOLUTION TERMINATING PAYING AGENT AND REGISTRAR
AND TRANSFER AGENT AGREEMENTS WITH BANKERS TRUST
COMPANY AND APPROVING NEW PAYING AGENT AND
REGISTRAR AGREEMENT WITH BOKF**

WHEREAS, the City Council of the City of Huxley, Iowa (the "City"), has adopted certain resolutions (the "Resolutions") duly authorizing and providing for the issuance of certain bonds, notes or other obligations (collectively, the "Outstanding Obligations"); and

WHEREAS, pursuant to the Resolutions, the City appointed Bankers Trust Company, Des Moines, Iowa ("Bankers Trust"), as the registrar and paying agent for the Outstanding Obligations and approved the execution of Paying Agent and Registrar and Transfer Agent Agreements (the "BT Agreements") with Bankers Trust with respect to the Outstanding Obligations; and

WHEREAS, it has been proposed that the City take action to terminate the BT Agreements in order to transfer its registrar and paying agent services to BOKF, National Association, Lincoln, Nebraska ("BOKF"); and

WHEREAS, a new Paying Agent and Registrar Agreement (the "BOKF Agreement") has been prepared for approval and execution by the City and delivery to BOKF;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Huxley, Iowa, as follows:

Section 1. The City hereby terminates the BT Agreements. The City Clerk is hereby authorized to send an executed copy of this Resolution to Bankers Trust by regular mail or by email as soon as practical. Furthermore, the Mayor and the City Clerk are hereby authorized to execute such documents as may be necessary to carry out the termination of the BT Agreements. All action heretofore taken by the Mayor and the City Clerk in this regard is hereby ratified and affirmed.

Section 2. BOKF is hereby designated as the Registrar and Paying Agent for the Outstanding Obligations. The City shall enter into the BOKF Agreement with BOKF covering services for the Outstanding Obligations, in substantially the form as has been placed on file with the City Council; the Mayor and City Clerk are hereby authorized and directed to sign the BOKF Agreement on behalf of the City; and the BOKF Agreement is hereby approved.

Section 3. To the extent that the City has continuing disclosure requirements pursuant to Rule 15c2-12 of the Securities Exchange Act relative to the Outstanding Obligations, the City will cause a notice of the assignment of the Agreements to be posted on the MSRB Electronic Municipal Market Access (EMMA).

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed.
Passed and approved July 9, 2019.

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

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 19-095** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 9th day of July, 2019.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

• • • •

ATTESTATION CERTIFICATE

STATE OF IOWA
STORY COUNTY
CITY OF HUXLEY

SS:

I, the undersigned, City Clerk of the City of Huxley, Iowa, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to adopting a resolution consenting to the termination of certain Paying Agent and Registrar and Transfer Agent Agreements and the approval of a certain Paying Agent and Registrar Agreement, as referred to therein.

WITNESS MY HAND this _____ day of _____, 2019.

City Clerk

PAYING AGENT AND REGISTRAR AGREEMENT

This Agreement is made and entered into as of this _____ day of _____, 2019, by and between the City of Huxley, Iowa (the "Issuer"), and BOKF, National Association, Lincoln, Nebraska (the "Registrar").

WITNESSETH:

WHEREAS, the Issuer has authorized the issuance of the outstanding indebtedness listed on Exhibit A hereto (the "Bonds"), by prior resolution(s) (the "Resolutions") duly adopted by the City Council of the Issuer, and requires the services of a Paying Agent and Registrar for said issues; and

WHEREAS, the Issuer has, heretofore, utilized another service provider for the provision of Paying Agent and Registrar services for the Bonds, but now desires to hire the Registrar in that capacity; and

WHEREAS, the Registrar is willing to provide services as Paying Agent and Registrar pursuant to the terms of this Agreement and the Resolutions in consideration for the compensation described in this Agreement;

NOW THEREFORE, the Issuer and the Registrar do hereby agree as follows:

1. The Registrar agrees that it shall maintain on behalf of the Issuer books of record in which the registered owners of the Bonds and their registered addresses shall be duly recorded.
2. The Registrar agrees that it shall serve as Paying Agent for the Issuer in making the payments of principal and interest falling due on the Bonds. The Issuer shall, not later than five days before each interest and principal payment date on the Bonds, deposit with the Registrar an amount sufficient to make such payment and the Registrar shall apply such deposit by mailing a check or draft to each of the registered owners of the Bonds as shown on the books of record maintained pursuant to Section 1 hereof for the appropriate amounts of interest due on each respective Bond and by paying principal upon presentation, all in accordance with the Resolution. Payment made to the Depository or its nominee as defined and described in the Resolution shall be made as described in the Resolution and as described in Section 13 below.
3. The Registrar hereby accepts and agrees to perform all duties directed by the Resolution to be performed by the "Paying Agent" and "Registrar" as defined in the Resolution (specifically including, without limitation, duties relating to bond insurance) and the terms of the Resolution are hereby incorporated by reference.
4. The Registrar shall make the initial registration of the Bonds upon written directions from the original purchaser thereof as designated in the Resolution.
5. Transfer of the Bonds shall be registered pursuant to the limitations prescribed in the Resolution, upon surrender to the Registrar of any outstanding Bond in form deemed by the

Registrar properly endorsed for transfer with all necessary signatures guaranteed in such manner and form as the Registrar may require by a signature guarantor reasonably believed by Registrar to be responsible, accompanied by such assurances as the Registrar shall deem necessary or appropriate to evidence the genuineness and effectiveness of each necessary signature and, if deemed appropriate by the Registrar, satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. In registering transfer of the Bonds, the Registrar may rely upon the Uniform Commercial Code or any other statutes which in the opinion of counsel protect the Registrar and the Issuer in not requiring complete documentation, in registering Bonds without inquiry into adverse claims, in delaying registration for purposes of such inquiry, or in refusing registration where in Registrar's judgment an adverse claim requires such refusal.

6. As provided by law, the books of registration maintained by the Registrar shall not be deemed public records and shall be available for inspection solely pursuant to a court order or a subpoena of any governmental agency having jurisdiction to issue such subpoena.

7. At least annually, the Registrar shall give a report to the Issuer accounting for all funds received and disbursements made. The Registrar shall maintain customary records in connection with its exercise of its duties under this Agreement and the Resolution.

8. At any time, the Registrar may apply to the Issuer for instructions and may consult with the Issuer's attorney or the Registrar's own counsel in respect to any matter arising in connection with its duties under this Agreement and the Resolution and the Registrar shall not be liable or accountable for any action taken or omitted by it in good faith in accordance with such instructions or with the opinion of such counsel. The Registrar may rely on any paper or document reasonably believed by it to be genuine and to have been signed by the proper person or persons.

9. The Issuer agrees to pay any expenses reasonably incurred by the Registrar in connection with the performance of its duties under this Agreement and the Resolution including counsel fees, and in addition shall pay the Registrar as compensation for its services as shown on the attached schedule.

10. Any corporation or association into which the Registrar may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a part, shall ipso facto, be and become successor Registrar hereunder and vested with all of the trusts, powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

11. The Issuer shall have the right to remove the Registrar in the event of a material breach of the Registrar's duties under this Agreement and the Resolution and the continued service by the Registrar shall also be subject to the provisions of the Resolution. In such event, the Issuer shall have the right to designate a successor and the Registrar hereby agrees that it shall turn over all of its records with respect to the Bonds to any such successor upon request by the Issuer.

12. This Agreement shall terminate when the Bonds have been paid in full. The Registrar shall have no duties with respect to the investment of monies paid to it under this Agreement and the Resolution except as may be otherwise agreed between the Registrar and the Issuer. Any deposit of such monies shall be either fully insured by insurance at the Federal Deposit Insurance Corporation or fully secured in the manner required by law for deposit of funds of the Issuer. Any such deposit may be in an account maintained with the Registrar.

13. Under the terms of the Resolution, the Bonds are to be issued initially as "book-entry-only bonds" using the services of The Depository Trust Company (the "Depository") and initially the entire issue of the Bonds shall be registered in the name of Cede & Co., as nominee for the Depository, with one typewritten bond of each separate stated maturity. Payment of semiannual interest for any Bond registered as of each Record Date in the name of Cede & Co. shall be made by wire transfer to the account of Cede & Co. on the interest payment date for the Bonds at the address (wire instruction) shown in the Registrar's books of registration for Cede & Co. as registered owner in accordance with the Depository's procedures as in effect from time to time. The Registrar agrees that it will execute and observe the terms and conditions of the Letter of Representations (the "Letter of Representations") as authorized by the Resolution. The Letter of Representations may be in the form of separate undertakings executed by the Registrar and the Issuer in connection with services provided by the Depository.

The Registrar and the Issuer may treat the Depository (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders under the Resolution, registering the transfer of Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and neither the Registrar nor the Issuer shall be affected by any notice to the contrary. Neither the Registrar nor the Issuer shall have any responsibility or obligation to any participant of the Depository ("Participant"), any person claiming a beneficial ownership interest in the Bonds under or through the Depository or any Participant, or any other person which is not shown on the registration books of the Registrar as being a Bondholder, with respect to the accuracy of any records maintained by the Depository or any Participant; the payment by the Depository or any Participant or any amount in respect of the principal of or interest on the Bonds; any notice which is permitted or required to be given to Bondholders under the Resolution; the selection by the Depository or any Participant of any person to receive payment in the event of a partial redemption of the Bonds; or any consent given or other action taken by the Depository as Bondholder. The Registrar shall pay all principal of and interest on the Bonds only to the Depository, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. Except under the conditions directed below, no person other than the Depository shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and interest pursuant to the Resolution. Upon delivery by the Depository to the Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in the place of Cede & Co., and subject to the provisions in the Resolution with respect to Record Dates, the term "Cede & Co." in this Agreement shall refer to such new nominee of the Depository. If the Depository gives notice to the Issuer or the Registrar pursuant to the Letter of Representations that it will discontinue

providing its services as securities depository with respect to the Bonds, the Issuer shall either appoint a successor securities depository or terminate the book-entry system for the Bonds under the following conditions:

(a) Any successor securities depository must be a clearing agency registered with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934 and must enter into an agreement with the Issuer and the Registrar agreeing to act as the depository and clearing agency for all the Bonds. After such agreement has become effective, the Depository shall present the Bonds for registration of transfer in accordance with the Resolution and the Registrar shall register them in the name of the successor securities depository or its nominee. If a successor securities depository has not accepted such position prior to the effective date of the Depository's termination of its services, the book-entry system shall automatically terminate.

(b) If the Issuer elects to terminate the book-entry system for the Bonds, it shall so notify the Registrar in writing. Thereafter, upon presentation of the Bonds, or any of them, by the Depository or its nominee to the Registrar for registration of transfer in accordance with the Resolution, the Registrar shall register the transfer in accordance with the Resolution and all provisions of this Section 13 shall immediately cease to be in effect.

The Issuer may elect to terminate the book-entry system for the Bonds at any time by giving written notice to the Depository and the Registrar. On the effective date of such termination, the provisions of this Section 13 shall cease to be in effect, except that the Registrar shall continue to comply with applicable provisions of the Letter of Representations with respect to the Bonds as to which the Depository remains the registered owner. After such termination, the Registrar shall, upon presentation of the Bonds by the Depository or its nominee for registration of transfer or exchange in accordance with the Resolution make such transfer or exchange in accordance with the Resolution. Upon the appointment of a successor securities depository or termination of the book-entry system, the Registrar shall give notice of such event to the registered owners of the Bonds (through the Depository) and (1) of the name and address of the successor securities depository or (2) that the Bonds may now be obtained by the beneficial owners of the Bonds, or their nominees, upon proper instructions being given to the Depository by the relevant Participant and compliance by the Depository with the provisions of the Resolution regarding registration of transfers. Notwithstanding any other provision of this Agreement to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of the Depository (or any successor nominee), all payments with respect to the principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations. In connection with any notice or other communication to be provided to Bondholders pursuant to the Resolution by the Issuer or the Registrar with respect to any consent or other action to be taken by Bondholders, the Issuer or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository notice of such record date not less than 15 calendar days in advance of such record date to the extent possible.

14. If any one or more of the covenants or agreements to be performed by either of the parties to this Agreement shall be determined by a court of competent jurisdiction to be unenforceable, such covenants or agreement shall be deemed and construed to be severable from

the remaining covenants and agreements contained herein and shall in no way affect the validity of the remaining provisions of this Agreement.

15. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties hereto have each caused this Paying Agent and Registrar Agreement to be executed by their duly authorized officers and attested as of the date first above written.

CITY OF HUXLEY, IOWA

ATTEST:

By: _____
Craig D. Henry, Mayor

Jolene Lettow, City Clerk

BOKF, National Association, Lincoln, Nebraska
Paying Agent and Registrar

By _____
Authorized Officer

BOK FINANCIAL

Trustee, PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION FEE – PAYING AGENT

- | | |
|--------------------------------------|----------------------------|
| • Book Entry Bonds | \$300 initial/\$450 annual |
| • Registered/Private Placement Bonds | \$300 initial/\$700 annual |

ADMINISTRATION FEE – TRUSTEE / PAYING AGENT

- | | |
|--------------------------------------|------------------------------|
| • Book Entry Bonds | \$750 initial/\$1,250 annual |
| • Registered/Private Placement Bonds | \$750 initial/\$1,500 annual |

*Initial Fees paid at Closing

*Annual Fees paid at Interest/Principal Dates

ADDITIONAL SERVICES

- | | |
|-------------------------------------|------------------------|
| • Placement of CDs or Sinking Funds | Included in Annual Fee |
| • Optional or Partial Redemption | Included in Annual Fee |
| • Mandatory Redemption | Included in Annual Fee |
| • Early Termination/Full Call | Included in Annual Fee |
| • Paying Costs of Issuance | Included in Annual Fee |

SERVICES AVAILABLE UPON REQUEST

- | | |
|----------------------------------|------------------------|
| • Dissemination Agent | \$250 Annual Fee |
| • Tax credit bond filing | \$350 Annual Fee |
| • Disbursement Agent | Included in Annual Fee |
| • Disbursement Agent wires/check | Included in Annual Fee |

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

EXHIBIT A – LIST OF OUTSTANDING BOND ISSUES COVERED BY PAYING AGENT AND REGISTRAR AGREEMENT

Date of Issue	Name of Issue	Final Maturity Date	Final CUSIP
6/12A	General Obligation Refunding Bonds, Series 2012	6/01/31	448509 GJ2
4/13A	General Obligation Annual Appropriation Refunding Bonds, Series 2013A	6/01/22	448509 GS2
4/13B	Water Revenue Refunding Bonds, Series 2013B	6/01/22	44851B AD5
4/13C	Sewer Revenue Refunding Bonds, Series 2013C	6/01/25	44851A AD7
4/16	General Obligation Refunding Bonds, Series 2016	6/01/26	448509 HA0
5/17	General Obligation Annual Appropriation Refunding Bonds, Series 2017	6/01/26	448509 HK8