



HUXLEY

— HEART OF THE PRAIRIE —

CITY COUNCIL MEETING NOTICE

HUXLEY CITY HALL – COUNCIL CHAMBERS – 515 N. MAIN AVENUE
TUESDAY May 26, 2020
6:00 P.M.

AGENDA

Due to Covid-19 Mayor and Council will meet via ZOOM

Public meeting participation is via phone only: Call in 1 312 626 6799, ID #: 937 2971 3430

Public can also provide comments directly to jlettow@huxleyiowa.org ahead of the meeting.

1. ROLL CALL
2. APPROVE AGENDA AS PRESENTED AND/OR AMENDED
3. PRESENTATION/RECOGNITION Eagle Scout Service Project
4. PUBLIC COMMENT (5 MINUTE TIME LIMIT FOR ITEMS NOT ON THIS AGENDA)
5. PUBLIC HEARINGS
6. **CONSENT AGENDA** – *These are routine business items and will be acted upon by one Roll Call Vote without separate discussion unless a Councilmember or citizen requests an item to be removed or considered separately.*
 - a. Approve Minutes from May 12, 2020 Regular City Council Meeting
 - b. Approve Payment of Bills
 - c. Approve Liquor License for Victor's Restaurant
 - d. Approve Resolution No. 20-046 to Set Hearing for FY 19/20 Budget Amendment for June 9, 2020
 - e. Approve Resolution No. 20-047 Fausch Family Agricultural Subdivision (Story Co. 2-mile review)
 - f. Approve Resolution No. 20-048 authorizing and approving a certain Loan Agreement, providing for the issuance of \$2,250,000 General Obligation Corporate Purpose Bonds, Series 2020A, and providing for the levy of taxes to pay the same
 - g. Approve Items Related to the Main Avenue Storm Sewer Underground Repair Project
 - i. Resolution No. 20-049 Pay Estimate No. #3 (Final)
 - ii. Resolution No. 20-050 Certificate of Completion and Acceptance of the Project
 - h. Approve Items Related to the North Lift Station Flood Control and Mitigation Project
 - i. Resolution No. 20-051 Change Order #2
 - ii. Resolution No. 20-052 Payment Estimate No. #6
 - iii. Resolution No. 20-053 Certificate of Completion and Acceptance of the Project
7. **BUSINESS ITEMS**
 - a. Approve Resolution No. 20-054 Preliminary Terms of an Urban Renewal Development Agreement with Ballard Plaza, LLC
8. **ADJOURNMENT**

9. WORKSESSION - Master Plan Trails and Sidewalk Infill & Maintenance Policy

UPCOMING WORK SESSION TOPICS

Building and Zoning Regulations/Policies and Fee Structure (proposing June 9th)

FY 20/21 CIP (proposing June 23rd)

Main Street Revitalization

Comprehensive Plan Follow Up

Economic Development/Business Assistance Programs

Follow Up on Water Service System Study

Follow Up on Low-Moderate Income Fund uses

Other items of interest to City Council from working list

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

Consent Agenda

Approve Minutes from May 12, 2020 Regular City Council Meeting

Approve Payment of Bills

Approve Liquor License for Victor's Restaurant

**Approve Resolution No. 20-046 to Set Hearing for
FY 19/20 Budget Amendment for June 9, 2020**

**Approve Resolution No. 20-047 Fausch Family Agricultural Subdivision
(Story Co. 2-mile review)**

**Approve Resolution No. 20-048 authorizing and approving a certain Loan Agreement,
providing for the issuance of \$2,250,000 General Obligation Corporate Purpose Bonds,
Series 2020A, and providing for the levy of taxes to pay the same**

**Approve Items Related to the Main Avenue Storm Sewer Underground Repair Project
Resolution No. 20-049 Pay Estimate No. #3 (Final)
Resolution No. 20-050 Certificate of Completion and Acceptance of the Project**

**Approve Items Related to the North Lift Station Flood Control and Mitigation Project
Resolution No. 20-051 Change Order #2
Resolution No. 20-052 Payment Estimate No. #6
Resolution No. 20-053 Certificate of Completion and Acceptance of the Project**

Huxley City Council Minutes

Tuesday, May 12, 2020

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

COUNCIL MEETING: The Huxley City Council met in a public Zoom videoconference 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 Kevin Deaton called the meeting to order at 6:03 pm.

ROLL CALL: Peterson, Easter, Kuhn, Roberts, Mulder

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

CITY STAFF PRESENT: Rita Conner – City Administrator, Jolene Lettow – City Clerk, Cathy Van Maanen – Library Director, Heather Denger – Parks and Rec Director, Jeff Peterson – Public Works Director, Todd Moomaw – Fire Chief, Gerry Stoll – Police Chief

CONSULTANTS PRESENT: Forrest Aldrich & Vincent Driscoll – City Engineers/Veenstra & Kimm, Inc., Chip Schultz & Michael Hart – Financial Advisor/Northland Securities

PUBLIC HEARING: Mayor opened meeting at 6:04pm. Councilman Mulder Stated that he would like to hold any increase in additional staffing. Councilman Kuhn suggested that the budget process start earlier next year. Councilman Easter commented that he looked forward to a future strategic planning process with council and staff and he was satisfied with budget. Motion by Kuhn, second by Roberts to close the hearing at 6:28pm. 5 ayes. Motion carried.

MOTION by Peterson, second by Easter to approve Resolution No. 20-042 to Adopt the FY20-21 Budget. Roll Call: Easter, Peterson, Kuhn, Roberts voted yes; Mulder voted no. Motion carried.

CONSENT AGENDA:

MOTION by Peterson, seconded by Easter Roberts to approve agenda items listed below:

- a. April 28, 2020 Regular Council Meeting Minutes
- b. Payment of Bills
- c. Alcohol Permit for Casey's South
- d. Cigarette Permit for Fareway
- e. Appointment of Wastewater Operator
- f. Resolution No. 20-043 for Payment No. 5 for the North Lift Station Flood Control and Mitigation Project
- g. Resolution No. 20-044 for Payment No. 2 for the Water Main and Street Improvements Project

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

Claims:

ADDIE SPARKS	BAM BAM REFUND	27.00
ALLIANT ENERGY	GAS AND ELECTRIC	11,307.31
ANITA FRICK	BAM BAM REFUND	82.00
ANKENY SANITATION	CITY BUILDINGS TRASH DISPOSAL	266.06
ARNOLD MOTOR SUPPLY	RUBBER GLOVES	76.55
BACKFLOW SOLUTIONS, INC.	ONLINE SUBSCRIPTION FEE	495.00
BEN RANDOLPH	BAM BAM REFUND	42.00
BRET & SARAH DUTTON	TENNIS AND BAM BAM REFUND	79.00
BRYAN & SAMANTHA PURDY	BAM BAM REFUND	27.00
CARA MILLER	TENNIS REFUND	57.00
CHITTY GARBAGE SERVICE INC	FIRE DEPT GARBAGE SERVICE	25.68
CODY SOBOTKA	BAM BAM REFUND	25.00
COMPASS MINERALS AMERICA	COARSE ROCK SALT	3,613.89
CONFERENCE TECHNOLOGIES, I	60% DEPOSIT ON COUNCIL ROOM	5,673.03
DANI SOMMERFIELD	BAM BAM REFUND	27.00
DELL MARKETING L.P.	PUBLIC WORKS COMPUTERS	1,985.95
EAGLE ENGRAVING, INC.	ID TAGS	78.65
ED M. FELD EQUIPMENT CO. I	FIRE EQUIPMENT	619.99
ELECTRIC PUMP	FLYGT PUMP REPAIR	5,234.40
ERRYN O'CONNER	BAM BAM REFUND	27.00

GENERAL INSURANCE AGENCY
 HEATHER PLUCAR
 HIWAY TRUCK EQUIPMENT
 HOKEL MACHINE SUPPLY
 INTERNAL REVENUE SERVICE
 INTERSTATE BATTERIES
 IOWA DOT
 JAKE REGENSBURGER
 JAMMI CHRISTOPHERSEN
 JUSTIN EDWARDS
 KELLEY EMKE
 KENDRA WALDE
 KRISTINA BOWERS
 LUCAS & ADESSA SCHAUDT
 MARCO, INC.
 METERING & TECHNOLOGY SOLU
 NCL OF WISCONSIN, INC.
 NICOLE VICKROY
 PAXXO (USA), INC.
 PCC AN AMBULANCE BILLING S
 RACOM
 RYAN GROVE
 SARAH MILLER
 STAPLES ADVANTAGE
 STORY COUNTY RECORDER
 TASC
 TASC - CLIENT INVOICES
 TENNIS COURTS UNLIMITED, I
 TOMMY GREEN
 VEENSTRA & KIMM, INC.
 VERIZON WIRELESS

GENERAL LIABILITY RENEWAL	105,827.00
TENNIS REFUND	161.00
FREIGHT	6.57
NUTS AND BOLTS	20.37
FED WITHOLDING TAX	11,005.72
BATTERY CABLE FOR TILT TRAILER	29.53
SUPPLIES	68.16
MENS BB TEAM REGIST REFUND	375.00
BAM BAM REFUND	27.00
MENS BB TEAM REGIST REFUND	375.00
BAM BAM REFUND	27.00
BAM BAM REFUND	42.00
TENNIS REFUND	57.00
BAM BAM REFUND	27.00
SERVICE COPIER	863.71
METERS AND ERTS	1,075.00
TSS QUARTERLY	16.13
BAM BAM REFUND	27.00
BAG CASSETTE HOLDER	121.02
MARCH AMBULANCE BILLING	456.67
FIRE DEPT RADIOS	102,983.23
MEN'S BB TEAM REGIST REFUND	375.00
TENNIS REFUND	109.00
OFFICE SUPPLIES	2,608.67
RECORDING FEES	454.00
FLEX BENEFIT PLANS	597.89
JUNE FLEX PLAN ADMIN FEES	69.82
DOWN PMT ON TENNIS CRT PROJECT	26,061.00
REFUND FOR MEN'S BB REGISTRATI	325.00
ENGINEERING FEES	43,057.09
PD CELL PHONES	162.57

	<u>Fund Expenses</u>
001 GENERAL FUND	103,938.58
002 LIBRARY	6,395.80
003 RECREATION	9,621.23
004 FIRE AND RESCUE	110,490.42
014 AMBULANCE	9,950.67
110 STREET	12,893.79
325 E. 1 st Street Recon	577.50
340 Trail Paving	4,276.48
343 Kum N Go	14,857.11
600 WATER UTILITY	32,813.51
610 SEWER UTILITY	21,365.57
PAYROLL	49,834.59
GRAND TOTAL	\$377,015.25

MOTION by Kuhn, second by Roberts on Resolution No. 20-045 to Approve Bond Purchase for the Sale of Bonds Thereunder. Roll Call: Peterson, Easter, Roberts, Kuhn, Mulder voted yes. Motion carried. Michael Hart, Northland Securities, informed council that interest rates had taken a dramatic shift in the market and bonds would be locked in at 1.98%.

ADJOURNMENT: Motion – Kuhn, Second - Mulder to adjourn meeting at 6:42pm. 5 ayes, 0 nays. Motion carried.

WORK SESSION – Overview of Water Services Study and Next Steps

Forrest Aldrich and Vincent Driscoll, city engineers, presented council with information on water plant's future capacity needs and design plans to expand the plant. Michael Hart, financial advisor, advised getting a State Revolving Fund (SRF) loan at 2% to cover the cost of the expansion.

ADJOURNMENT: Motion by Kuhn, second by Peterson to adjourn meeting at 7:30pm.

Attest:

Kevin Deaton, Mayor

Jolene R. Lettow, City Clerk

5-26-20 Council Claims

	A	B	C
1	VENDOR NAME	DESCRIPTION	GROSS AMOUNT
2	AFLAC	AFLAC	\$ 4.00
3	BAKER & TAYLOR ENTERTAINME	BOOKS	\$ 506.95
4	BOUND TREE MEDICAL	AMBULANCE SUPPLIES	\$ 296.10
5	BUD'S AUTO REPAIR INC	VEHICLE MAINTENANCE-PD	\$ 57.89
6	CARDMEMBER SERVICE	SEE ATTACHED	\$ 3,550.96
7	CASEYS BUSINESS MASTERCARD	GASOLINE	\$ 141.03
8	CHICKEN SHED PRIMITIVES	MEMORIAL FLOWERS	\$ 58.84
9	COMPASS MINERALS AMERICA	COARSE ROCK SALT	\$ 3,624.50
10	COMPUTER RESOURCE SPECIALI	INSTALL NEW COMPUTERS, ETC	\$ 2,420.00
11	CONSUMERS ENERGY	ELECTRIC	\$ 9,485.85
12	DELTA DENTAL PLAN OF IOWA	DENTAL INSURANCE	\$ 1,402.84
13	DOLLAR GENERAL-REGIONS 410	OFFICE SUPPLIES	\$ 27.19
14	EBS	MEDICAL INSURANCE	\$ 15,532.95
15	EDWARD JONES	IRA	\$ 250.00
16	FIDELITY SECURITY LIFE	VISION INS	\$ 294.30
17	GALLS, LLC- DBA CARPENTER	UNIFORM PARTS	\$ 525.98
18	HAANCARPENTRY	SHELVING & CART REFURBISH	\$ 345.00
19	HACH COMPANY	WATER & WASTEWATER CHEMICALS	\$ 922.12
20	HAWKINS, INC.	WATER TREATMENT CHEMICALS	\$ 2,494.98
21	HOKEL MACHINE SUPPLY	OXYGEN TANK, WHEELS, DISCS	\$ 218.36
22	HOWE'S WELDING/METAL FAB	TUBE, WALL CUTTING	\$ 73.11
23	HUXLEY COMMUNICATIONS COOP	PHONE, CABLE, INTERNET	\$ 1,415.47
24	I & S GROUP, INC.	WATER MAIN & STREET IMPROVEME	\$ 1,959.26
25	INTERNAL REVENUE SERVICE	PAYROLL TAXES	\$ 11,304.38
26	IOWA DEPARTMENT OF NATURAL	IOWA DEPARTMENT OF NATURAL RES	\$ 175.00
27	IOWA ONE CALL	EMAIL LOCATES	\$ 99.00
28	IPERS	IPERS	\$ 14,995.56
29	J & K CONTRACTING	NORTH PUMP FLOOD CONTROL PROJE	\$ 84,315.26
30	JAX MERCANTILE	AMMO	\$ 362.50
31	JEREMY J. ARENDS	APRIL TREASURER'S REPORT	\$ 80.00
32	KEMPKER'S TRUE VALUE AND R	SEE ATTACHED	\$ 628.17
33	KEYSTONE LABORATORIES	MONTHLY WATER SAMPLING	\$ 62.55
34	KURRENT ELECTRIC	ELECTRICAL WORK IN CITY HALL	\$ 713.86
35	LINCOLN FINANCIAL GROUP	DISABILITY & LIFE INSURANCE	\$ 1,185.85
36	MANATTS	WATER MAIN & STREET IMPROVEMEN	\$ 25,014.97
37	MASS MUTUAL RETIREMENT SER	DEFERRED COMPENSATION	\$ 250.00
38	MENARDS - AMES	LIGHT BULBS, TOOLS	\$ 128.16
39	MICS EDUCATION	UPDATE CLASSES FOR EMS	\$ 250.00
40	MIDWEST ALARM SERVICES	SERVICE CALL & FIRE INSPECTION	\$ 967.50
41	MUNICIPAL SUPPLY	TRACER BOX & VALVE TOP BOX	\$ 116.00
42	NEW CENTURY FS INC	UNLEADED & DIESEL FUEL	\$ 1,085.22
43	NICKOLAY CONSULTING, LLC	MONTHLY IT & SUPPORT	\$ 400.00
44	OXEN TECHNOLOGY	REMOTE LABOR	\$ 30.00
45	POSTMASTER	POSTAGE	\$ 427.79
46	PREMIER	COPIER CONTRACT	\$ 6.10

5-26-20 Council Claims

	A	B	C
47	PRO-VISION, INC.	BODY CAMS AND CHARGING STATION	\$ 4,285.00
48	SAFE BUILDING COMPLIANCE &	BUILDING INSPECTIONS	\$ 3,257.59
49	SIDNEY CRANNELL	BAM BAM REFUND	\$ 27.00
50	SYNCB/AMAZON	BOOKS, DVDS, & OFFICE SUPPLIES	\$ 244.06
51	TASC	FLEX BENEFIT PLANS	\$ 597.89
52	TREASURER, STATE OF IOWA	STATE WITHHOLDING	\$ 3,754.00
53	U.S. BANK EQUIPMENT FINANC	PRINTER LEASE	\$ 101.68
54	UNITED STATES TREASURY	PATIENT-CTR OUTCOMES RESEARCH	\$ 41.65
55	VERIZON WIRELESS	CITY CELL PHONES	\$ 446.27
56	WINDSTREAM IOWA COMMUNICAT	DISPATCH PHONE	\$ 79.03
57	Payroll Expense		\$ 51,117.97
58	GRAND TOTAL		\$ 252,157.69
59			
60			
61			
62			
63			
64		FUND TOTALS	
65	001 GENERAL FUND	\$ 34,869.67	
66	002 LIBRARY	\$ 5,057.26	
67	003 RECREATION	\$ 4,109.28	
68	004 FIRE AND RESCUE	\$ 578.24	
69	014 AMBULANCE	\$ 1,530.18	
70	110 ROAD USE TAX	\$ 7,715.42	
71	125 TIF	191.55CR	
72	340 Trail Paving Project	\$ 175.00	
73	342 HMGP Generator Project	\$ 84,315.26	
74	344 STREET & WATER REPAIRS	\$ 26,974.23	
75	600 WATER UTILITY	\$ 21,082.28	
76	610 SEWER UTILITY	\$ 14,824.45	
77	01 PAYROLL EXPENSE	\$ 51,117.97	
78	GRAND TOTAL	\$ 252,157.69	
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5-26-20 Council Claims

	A	B	C
93			
94			
95			
96			
97	Cardmember Services (Visa)		
98	Admin	amazon prime, ketchup, postage, office furniture, computer accessories	\$ 2,417.34
99	Council	zoom subscription	\$ 16.04
100	Website Maint	return computer accessories	\$ (191.55)
101	Fire	gatorade & water	\$ 145.80
102	Library	postage, joann's fabric	\$ 74.64
103	Parks and Rec	fitness on demand, postage	\$ 527.90
104	PD	notary renewal	\$ 30.00
105	WW	flash drives, laptop case, flashlights, papertowels	\$ 361.68
106	Water	freeze kits, computer mic, usb cable, book	\$ 169.11
107	Total		\$ 3,550.96
108			
109			
110			
111			
112	TRUE VALUE BREAK DOWN		
113	Admin	corner iron, drill bit, nuts, bolts, screw, pass lock, light bulbs	85.97
114	Grounds	bolts, drill bit, cement	22.37
115	P & R	nuts, bolts, gloves, trash bags,	\$ 23.60
116	PD	battery, us flag, safety glasses	\$ 54.97
117	Water	battery, extractor, standard nipple	\$ 37.46
118	Fire	gori tape, propane, nozzle, hand sprayer, tank sprayer, oil, measuring cup, mixing container, funnel,	\$ 94.48
119	Streets	plug, valve, barb insert, hitch ball, ball mount, marking paint, pin/clip, liquid nails, battery, screwdriver and set,	\$ 134.54
120	Wastewater	bleach, grass seed, caulk,	\$ 31.27
121	Parks	eye bolt, nuts, bolts, seal tape, pliers set, chains, barb mender, giant destroyer	\$ 143.51
122	Total		\$ 628.17

Applicant License Application (LC0044179)

Name of Applicant: <u>claudia longoria</u>		
Name of Business (DBA): <u>victor's mexican restaurant</u>		
Address of Premises: <u>602 n highway 69</u>		
City <u>Huxley</u>	County: <u>Story</u>	Zip: <u>50124</u>
Business	<u>(515) 597-4639</u>	
Mailing	<u>400 hackley ave</u>	
City <u>des moines</u>	State <u>IA</u>	Zip: <u>50315</u>

Contact Person

Name <u>claudia longoria</u>	
Phone: <u>(515) 867-8020</u>	Email <u>victorsmexicanrestaurant@gmail.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 03/13/2020

Expiration Date: 03/12/2021

Privileges:

Class C Liquor License (LC) (Commercial)

Status of Business

BusinessType: <u>Sole Proprietorship</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

claudia longoria-perez

First Name: claudia

Last Name: longoria-perez

City: Des Moines

State: Iowa

Zip: 50315

Position: owner

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Auto Owners Insurance Company</u>	
Policy Effective Date: <u>03/13/2020</u>	Policy Expiration <u>03/13/2021</u>
Bond Effective	Dram Cancel Date: <u>06/16/2020</u>
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective Date:	Temp Transfer Expiration Date:

RESOLUTION NO. 20-046

RESOLUTION SETTING THE DATE FOR THE PUBLIC HEARING FOR AMENDING THE CURRENT CITY BUDGET FOR FISCAL YEAR 2020

Now, therefore, be it resolved by the City Council of Huxley, Iowa, that a public hearing will be set for June 9, 2020 at the time of 6:00 pm for amending the Fiscal Year 2020 Budget. The hearing shall be conducted via Zoom Video Conferencing.

Furthermore, the City Clerk is directed to publish notice according to the State publication requirements. Notice is attached to this resolution.

ROLL CALL	AYE	NAY	ABSENT
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Rick Peterson			
Nate Easter			
David Kuhn			
Greg Mulder			
Tracey Roberts			

Passed, Adopted and Approved this 26th day of May 2020.

APPROVAL BY MAYOR

I HEREBY APPROVE THE FOREGOING Resolution No. 20- by affixing below my official signature as Mayor of the City of Huxley, Iowa this 26th day of May, 2020.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

**NOTICE OF PUBLIC HEARING
AMENDMENT OF FY2019-2020 CITY BUDGET**

The City Council of Huxley in STORY County, Iowa
will meet at City Hall
at 6:00 pm on 6/9/2020
(hour) (Date)

for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2020
(year)
by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	1,372,332		1,372,332
Less: Uncollected Property Taxes-Levy Year	2	0		0
Net Current Property Taxes	3	1,372,332	0	1,372,332
Delinquent Property Taxes	4	0		0
TIF Revenues	5	2,489,537		2,489,537
Other City Taxes	6	555,146		555,146
Licenses & Permits	7	116,300		116,300
Use of Money and Property	8	25,500	91,635	117,135
Intergovernmental	9	675,775	133,185	808,960
Charges for Services	10	2,265,107		2,265,107
Special Assessments	11	1,000		1,000
Miscellaneous	12	1,906,672	1,419,918	3,326,590
Other Financing Sources	13	0		0
Transfers In	14	1,870,737		1,870,737
Total Revenues and Other Sources	15	11,278,108	1,644,738	12,922,846
Expenditures & Other Financing Uses				
Public Safety	16	869,575	185,464	1,055,039
Public Works	17	486,819	750,405	1,237,224
Health and Social Services	18	15,250		15,250
Culture and Recreation	19	564,116	125,945	690,061
Community and Economic Development	20	1,166,029	77,680	1,243,709
General Government	21	440,162	163,525	603,687
Debt Service	22	2,298,818	260,665	2,559,483
Capital Projects	23	831,172	1,474,134	2,305,306
Total Government Activities Expenditures	24	6,671,941	3,037,818	9,709,759
Business Type / Enterprises	25	2,634,255	340,399	2,974,654
Total Gov Activities & Business Expenditures	26	9,306,196	3,378,217	12,684,413
Transfers Out	27	1,870,737		1,870,737
Total Expenditures/Transfers Out	28	11,176,933	3,378,217	14,555,150
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	101,173	-1,733,479	-1,632,306
Beginning Fund Balance July 1	30	5,018,973		5,018,973
Ending Fund Balance June 30	31	5,120,146	-1,733,479	3,386,667

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Revenue: Kum N Go bond & escrow, property sales, North Lift Station federal and state reimbursements
Expenses: emergency equipment, pagers, portable/mobile radios, snow plow, street repairs, sidewalks, park improvements, city administrator search, soffitt repairs, janitor, bond counsel fees, projector, pay out for retired city administrator, Westview traffic study, WWTP roof repairs, generator replacements, utility truck, Vactor, iron filter replacement, Water Study, bond refinance

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Jolene R. Lettow
City Clerk/ Finance Officer Name

COUNCIL COMMUNICATION

AGENDA HEADING:

Fausch Family Agricultural Plat (Story County Two-Mile Review)

SUBMITTED BY

Rita Conner, City Administrator

SYNOPSIS:

Nancy Fausch (Fausch Family Partnership 52711 310th Street Kelley Iowa 50134) has submitted materials to Story County Planning and Development for review of a planned 4 lot agricultural subdivision, to be known as the Fausch Family Agricultural Subdivision.

The Planning & Zoning Commission met May 18, 2020 to review the plat. Their motion is below.

Additional information is below and in the attachments.

ADDITIONAL INFORMATION:

- The property is presented to the City of Huxley under the Iowa Code 2-mile review requirements; subdivision proposals within 2 miles of the Huxley city limits must go through city review.
- Long-range planning and potential future public infrastructure expenditures should be considered with rural subdivisions.
- The action stems from the dissolution of existing partnership and dividing ground by value rather than size
- The land will remain in farmland production

BOARD/COMMISSION ACTION(S): YES

Planning & Zoning Commission Motion—Schonhorst, second- Mosher to recommend approval to City Council noting that Planning & Zoning Commission has reviewed the subdivision and find it consistent with Huxley's Comprehensive Plan. Additionally, a notation to staff to clarify the public improvement requirement in our Code of Ordinances. Frantz, Schonhorst, Scott, Wilson, Mosher, Bierbaum voted yes. Motion carried.

ADMINISTRATOR RECOMMENDATION: APPROVAL

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS: NONE

RESOLUTION NO. 20-047

**RESOLUTION APPROVING FINAL PLAT FOR FAUSCH FAMILY AGRICULTURAL
SUBDIVISION**

WHEREAS, Nancy Fausch of 52711 310th Street Kelley Iowa 50134 has submitted materials to Story County Planning and Development for review of a planned 4 lot agricultural subdivision, to be known as the Fausch Family Agricultural Subdivision and;

WHEREAS, the plat is presented to the City of Huxley under the Iowa Code 2-mile review requirements and;

WHEREAS, long-range planning and potential future public infrastructure expenditures should be considered with rural subdivision development and:

WHEREAS, the Planning and Zoning Commission approved the final plat at their May 18 2020 meeting.

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

The final plat for Fausch Family Agricultural Subdivision is hereby approved.

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

PASSED, ADOPTED AND APPROVED this 26th day of May 2020.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 20-046** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 26th day of May 2020.

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk

Story County Planning and Development

900 6th Street, Nevada, Iowa 50201
(515) 382-7245 — pzweb@storycountyia.gov — www.storycountyia.gov



1. Property Owner**

(Last Name) Fassett Family Trust
(First Name) _____
(Address) 52711 310th St.
(City) WELLS (State) IA (Zip) 50134
(Phone) (515) 641-4153 (Email) WJFASSSETT@GMAIL.COM

2. Applicant (if different than owner)

(Last Name) Fassett
(First Name) Wendy
(Address) Same As owner
(City) _____ (State) _____ (Zip) _____
(Phone) _____ (Email) _____

3. Property Address

212- Parcel ID Number(s) 13-21-100-205, 13-21-100-400, 13-21-200-100, 13-21-200-200

4. Certification and Signature

I/we certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owners of the property. Pursuant to said authority, I hereby permit County officials to enter upon the property for the purpose of inspection.

*Acknowledgement of property owner is required and may occur via email or by signature of this application.

Property Owner Signature Wendy J. Fassett Date 3/5/20 Applicant Signature _____ Date _____

☒ Subdivision

Proposed Name: Fassett Family Agricultural Subdivision

Filing Fee/Type (required prior to processing):

- ☐ Residential Parcel Plat (\$175)
- ☒ Agricultural Plat (\$175)
- ☐ Minor Plat (\$275)**
- ☐ Major Plat—Preliminary (\$275)**
- ☐ Major Plat—Final (\$175)**

**Conceptual Review required

Submittal Requirements:

- ☐ Attend conceptual review meeting
- ☐ Legal description that will be used on all required legal documents (submit as Word document)
- ☐ Proposed subdivision plat (submit as PDF)
- ☐ All required submittal requirements as outlined in Chapter 87 of the Story County Code of Ordinances (87.06(3) for Residential Parcel, 87.07(3) for Agricultural, 87.08(3) for Minor, 87.09(3) for Major-Preliminary and 87.09(5) for Major-Final)
- ☐ All required documents for subdivision plats as outlined in Iowa Code Chapter 354.11

☐ Vacation

Type: ☐ Right-of-way ☐ Plat

Submittal Requirements:

- ☐ Filing Fee (required prior to processing): \$175
- ☐ Legal description that will be used on all required legal documents (submit as Word document)
- ☐ Written description of requested items to be vacated
- ☐ See Chapter 87.10 for the vacation process

RECEIVED

MAR 23 2020

STORY CO. PLANNING & DEVELOPMENT

Receipt No. 570256
Receipt Amount 175

Prepared By: Ryan L. Haaland, Davis Brown Law Firm, 2605 Northridge PKWY, Ames, IA 50010, (515) 288-2500
Return To: Same as Above

PUBLIC DRAINAGE EASEMENT

KNOW ALL PERSONS BY THIS INSTRUMENT:

That the undersigned Fausch Family Partnership, ("Grantor"), for good and valuable consideration does hereby grant unto Story County, Iowa ("Grantee"), and its successors and assigns, drainage easements upon, underground, over or across the following described real estate: *A strip of variable width across Lots 1 and 2 in Fausch Family Agricultural Subdivision in the North Half of Section 21, Township 82 North, Range 245 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Commencing at the Northeast Corner of said Lot 1; thence S00°01'55"W, 33.00 feet along the east line of said Lot 1 to the south right of way line of 310th Street and the point of beginning; thence N89°20'56"E, 24.78 feet along said right of way line; thence S23°49'12"W, 45.88 feet; thence S63°47'54"W, 207.15 feet; thence S41°51'04"W, 160.12 feet; thence S25°00'58"W, 173.01 feet; thence S03°17'07"E, 233.40 feet; thence S07°37'10"W, 120.56 feet; thence S29°51'23"W, 169.39 feet; thence S64°59'44"W, 181.42 feet; thence S72°28'10"W, 420.68 feet to the west line of said Lot 1; thence N00°09'26"W, 62.87 feet along said line; thence N72°28'10"E, 397.99 feet; thence N64°59'44"E, 79.62 feet to the west line of an existing tract in the Northeast Quarter of the Northwest Quarter of said Section 21, as shown on the Plat of Survey filed in Book 105, Page 664; thence running coincident with the boundary of said existing tract S02°12'14"E, 3.87 feet to the Southwest Corner thereof; thence N58°51'34"E, 100.11 feet; thence N31°48'26"E, 100.00 feet; thence N13°12'14"E, 100.00 feet; thence N00°06'05"W, 311.40 feet; thence N23°03'55"E, 209.37 feet; thence N56°45'55"E, 292.88 feet to the south right of way line of 310th Street; thence N89°20'56"E, 72.79 feet along said line to the point of beginning, containing 96864.41 s.f.;*

(the "Easement Area") upon the following terms and conditions:

1. Purpose of Easement Grant. The Easement herein granted shall be for the purpose of widening, improving or protecting streams located within the Easement Area, as necessary.
2. Obstructions Prohibited. Grantor and its grantees, successors, heirs, and assigns shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining prior written consent of the Grantee, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area

without obtaining prior written consent of the County.

3. Change of Grade Prohibited. Grantor and its grantees, successors, heirs, and assigns shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of Grantee. Grantee shall have the right to restore unapproved changes without prior consent of Grantor.
4. Grantee's Rights of Access. Grantee shall have the right of access to the Easement Area and shall have all rights of ingress and egress to the Easement Area reasonably necessary to effectuate the purposes of this Easement.
5. Restoration of Property. Grantee shall restore the Easement Area after exercising any of its rights granted herein, provided, however, Grantee's duty of restoration shall be limited to grading and replacement of grass, sōd, turf, natural landscaping, and any other ground cover. Grantee shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any other improvements located within the Easement Area.
6. Easement for Benefit of Grantee. This Easement shall be for the benefit of Grantee, its successors and assigns, and its permittees and licensees.
7. Non-Exclusive Easement to Run with Land. This Easement is non-exclusive, which shall be perpetual in nature, shall run with the land, and shall be binding upon Grantor and Grantor's successors, heirs, and assigns.
8. Conditions Precedent. This Easement shall be without force or effect unless and until the Story County Board of Supervisors has provided final approval for the Easement, and has accepted the Final Plat of Dougherty's Subdivision, by duly executed resolution of the Board.
9. Warranty of Title. Grantor does hereby covenant with Grantee, and successors in interest, that Grantor holds the real estate by title in fee simple; that Grantor has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and Grantor covenants to warrant and defend the real estate against the lawful claims of all persons except as may be above stated.

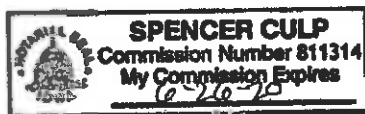
Dated: 3-13-20

Fausch Family Partnership, an Iowa General Partnership

By Nancy J. Fausch
Nancy J. Fausch, General Partner

STATE OF IOWA, COUNTY OF Story:
This record was acknowledged before me this 13 day of March, 2020, by
Nancy J. Fausch, as general partner of Fausch Family Partnership an Iowa general partnership.

Spencer Culp
Signature of Notary Public



CONSENT TO PLATTING

KNOW ALL PERSONS BY THIS INSTRUMENT:

That the undersigned, Fausch Family Partnership, an Iowa general partnership, ("Owner") does hereby covenant that Owner is the lawful owner of real estate described as follows:

A subdivision of the West Half of the Northeast Quarter and part of the East Half of the Northwest Quarter, all in Section 21, Township 82 North, Range 24 West of the 5th P.M., Story County, Iowa, all being more particularly described as follows: Beginning at the Northwest Corner of the Northeast Quarter of said Northwest Quarter; thence N89°20'56"E, 419.15 feet along the north line of said Section 21 to the Northwest Corner of an existing tract, as shown on the Plat of Survey filed in Book 105, Page 664; thence running coincident with the boundary of said tract S02°12'14"E, 926.41 feet to the Southwest Corner thereof; thence N58°51'34"E, 100.11 feet; thence N31°48'26"E, 100.00 feet; thence N13°12'14"E, 100.00 feet; thence N00°06'05"W, 311.40 feet; thence N23°03'55"E, 209.37 feet; thence N56°45'55"E, 354.16 feet to the Northeast Corner thereof; thence departing the boundary of said existing tract N89°20'56"E, 337.90 feet to the North Quarter Corner of said Section 21; thence N89°33'19"E, 1335.98 feet to the Northeast Corner of the Northwest Quarter of said Northeast Quarter; thence S00°01'55"W, 2662.98 feet to the Southeast Corner of the Southwest Quarter of said Northeast Quarter; thence S89°19'33"W, 1326.60 feet to the Center of said Section 21; thence S89°38'51"W, 1332.24 feet to the Southwest Corner of the Southeast Quarter of said Northwest Quarter; thence N00°09'26"W, 2661.29 feet to the point of beginning, containing 158.21 acres, which includes 1.60 acres of existing public right of way

Owner hereby certifies, acknowledges and declares that the platting of this real estate to be known as FAUSCH FAMILY AGRICULTURAL SUBDIVISION is with Owner's free consent and in accordance with Owner's desire as proprietor.

Dated this 13 day of March, 2020

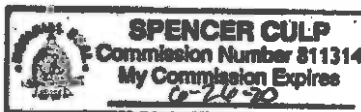
Fausch Family Partnership

Nancy J. Fausch
Nancy J. Fausch, General Partner

State of Iowa, Story County, ss:

On this 13 day of March, 2020, before me, a Notary Public in and for Story County, Iowa, personally appeared Nancy J. Fausch, general partner of Fausch Family Partnership, an Iowa general partnership, to me personally known, who being by me duly sworn, have each signed this instrument as the voluntary act and deed of each.

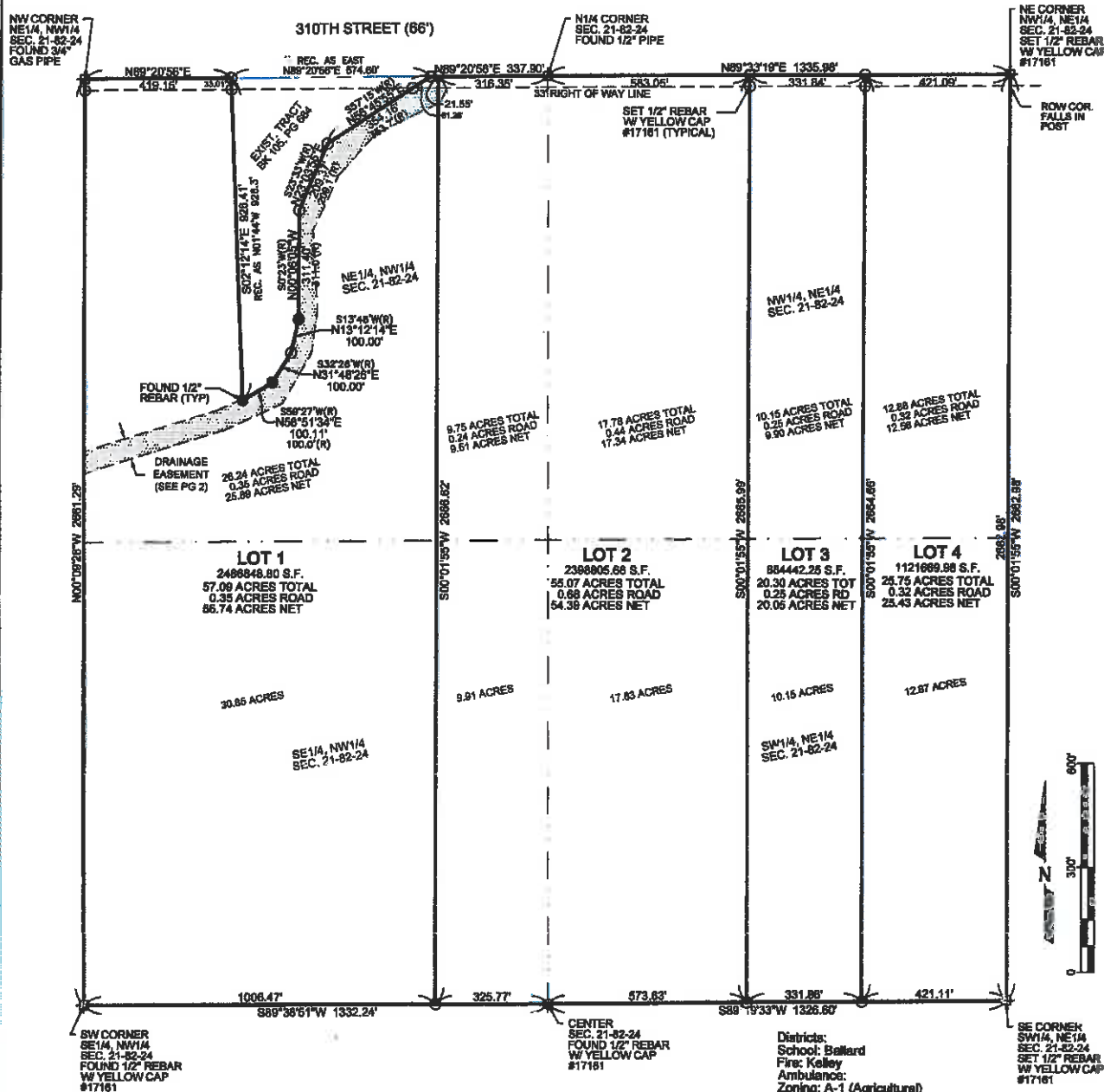
Spencer Culp
Notary Public in and for Story County, Iowa



FINAL PLAT FAUSCH FAMILY AGRICULTURAL SUBDIVISION

A SUBDIVISION OF THE W1/2, NE1/4 & PT. E1/2, NW1/4
IN SECTION 21-82-24, STORY COUNTY, IOWA

OWNER:
FAUSCH FAMILY PARTNERSHIP
52711 310TH ST
KELLEY, IA 50134



Survey Description-Fausch Family Agricultural Subdivision:
A subdivision of the West Half of the Northeast Quarter and part of the East Half of the Northwest Quarter, all in Section 21, Township 82 North, Range 24 West of the 6th P.M., Story County, Iowa, all being more particularly described as follows:
Beginning at the Northwest Corner of the Northeast Quarter of said Northwest Quarter; thence N88°20'58"E, 419.15 feet along the north line of said Section 21 to the Northwest Corner of an existing tract, as shown on the Plat of Survey filed in Book 105, Page 684; thence running coincident with the boundary of said tract S02°12'14"E, 928.41 feet to the Southwest Corner thereof; thence N58°51'34"E, 100.11 feet; thence N31°48'26"E, 100.00 feet; thence N13°12'14"E, 100.00 feet; thence N00°08'06"W, 311.40 feet; thence N23°03'55"E, 209.37 feet; thence N58°46'55"E, 354.18 feet to the Northeast Corner thereof; thence departing the boundary of said existing tract N88°20'58"E, 337.90 feet to the North Quarter Corner of said Section 21; thence N89°33'19"E, 1335.98 feet to the Northeast Corner of the Northwest Quarter of said Northeast Quarter; thence S00°01'55"W, 2682.98 feet to the Southeast Corner of the Southwest Quarter of said Northeast Quarter; thence S89°38'51"W, 1332.24 feet to the Southwest Corner of the Southeast Quarter of said Northwest Quarter; thence N00°09'26"W, 2681.29 feet to the point of beginning, containing 158.21 acres, which includes 1.80 acres of existing public right of way.

Notes:
1. This subdivision is for agricultural purposes only and is not intended for development except in conformance with the Story County development regulations.
2. Additional divisions of the lots created with this plat are not permitted unless the entire subdivision is considered for platting purposes.
3. All new lots shall require an E911 address for inhabited structures, including residences and businesses, telecommunications towers and facilities, and for any public assembly area including open-air, outdoor activities. E911 addresses shall be assigned by Story County at the request of the property owner.



FOX Engineering Associates, Inc.
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103

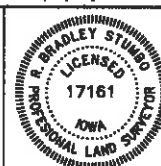
I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

R. Bradley Stumbo
R. BRADLEY STUMBO, PLS
License number 17161

My license renewal date is December 31, 2021.

3/24/2020

DATE



DRAINAGE EASEMENT



Survey Description-Drainage Easement:
A strip of variable width across Lots 1 and 2 in Fausch Family Agricultural Subdivision in the North Half of Section 21, Township 82 North, Range 24 West of the 6th P.M., Story County, Iowa, being more particularly described as follows: Commencing at the Northeast Corner of said Lot 1; thence S00°01'55"W, 33.00 feet along the east line of said Lot 1 to the south right of way line of 310th Street and the point of beginning; thence N88°20'56"E, 24.78 feet along said right of way line; thence S23°49'12"W, 45.88 feet; thence S63°47'54"W, 207.15 feet; thence S41°51'04"W, 160.12 feet; thence S25°00'58"W, 173.01 feet; thence S03°17'07"E, 233.40 feet; thence S07°37'10"W, 120.58 feet; thence S25°51'23"W, 169.39 feet; thence S04°58'44"W, 181.42 feet; thence S72°28'10"W, 420.88 feet to the west line of said Lot 1; thence N00°09'28"W, 62.87 feet along said line; thence N72°28'10"E, 397.99 feet to S25°58'58"E, 79.32 feet to the west line of an existing right in the Northeast Quarter of the Northwest Quarter of said Section 21, on the Plat of a Survey filed in Book 105, Page 664; thence running coincident with the boundary of said existing right S02°12'14"E, 3.11 feet to the Southwest Corner thereof; thence N58°51'34"E, 100.11 feet; thence N31°48'28"E, 100.00 feet; thence N13°12'14"E, 100.00 feet; thence N00°06'05"W, 311.40 feet; thence N23°03'55"E, 209.37 feet; thence N56°45'55"E, 282.88 feet to the south right of way line of 310th Street; thence N89°20'56"E, 72.79 feet along said line to the point of beginning, containing 95864.41 a.f.



COUNCIL COMMUNICATION

AGENDA HEADING:

Resolution authorizing the use of a preliminary official statement for the sale of General Obligation Corporate Purpose Bonds Series 2020A

SUBMITTED BY

Rita Conner, City Administrator

SYNOPSIS:

On April 14, 2020 by Resolution No 20-030, City Council authorized combining Loan Agreements, approving the future issuance of General Obligation Corporate Purpose Bonds and providing for the levy of taxes to pay the same for the Heart of Iowa Trail, 560th Street and East 1st Street projects. Northland Securities (Michael Hart, Heidi Kuhl, and Chip Schultz 150 South 5th Street, Suite 3300 Minneapolis, MN 55402) have continued work with staff to move the process forward.

This action provides for the permission to Northland Securities to represent the City of Huxley in the bond market in May and to acknowledge the updated materials include both Alternate 1 and Alternate 2 for the 560th Street Paving Project as recommend by City Council.

FISCAL IMPACT:

Amount: Not to exceed \$2,500,000

ADDITIONAL INFORMATION:

- The attached materials included with this agenda item show a bond schedule based on current market interest estimate rates as of April 15, 2020 plus .25%
- The taxable valuation assumptions are based on an anticipated annual valuation growth of 4%
- The City's current debt obligations are included in the materials show that 88% of debt payable from taxes will be retired within 10 years; debts under revenue sources will be 51% retired within 10 years.

ADMINISTRATOR RECOMMENDATION: APPROVAL

BOARD/COMMISSION ACTION(S): NONE

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- June 10, 2020 closing

COUNCIL COMMUNICATION

- Annual debt service payments through 2031

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

MINUTES TO PROVIDE FOR THE
ISSUANCE OF BONDS

419996-61

Huxley, Iowa

May 26, 2020

The City Council of the City of Huxley, Iowa, met on May 26, 2020, at 6 o'clock p.m., at Huxley, Iowa.

The City Council met electronically via Zoom video conference which was accessible at the following: **312-626-6799 ID# 937 2971 3430**

The City Council is conducting this meeting electronically due to federal and state government recommendations in response to COVID-19 pandemic conditions. Electronic access information was included in the posted agenda of this public meeting.

The meeting was called to order by the Mayor, and the roll being called, the following named Council Members were present and absent:

Present: _____

Absent: _____.

After due consideration and discussion, Council Member _____ introduced the resolution hereinafter next set out and moved that the resolution be adopted, seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted, as hereinafter set out.

RESOLUTION NO. 20-048

Resolution authorizing and approving a certain Loan Agreement, providing for the issuance of \$2,250,000 General Obligation Corporate Purpose Bonds, Series 2020A, and providing for the levy of taxes to pay the same

WHEREAS, the City of Huxley (the "City"), in Story County, heretofore proposed to enter into a loan agreement (the "Essential Purpose Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$2,100,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) constructing street, water system, sanitary sewer system, storm water drainage and sidewalk improvements; and (2) acquiring and installing street lighting, signage and signalization improvements; and has published notice of the proposed action and has held a hearing thereon on April 14, 2020; and

WHEREAS, the City also heretofore proposed to enter into a loan agreement (the "General Purpose Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$400,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of undertaking recreation trail extensions and improvements; and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of April 14, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City has combined the Essential Purpose Loan Agreement and the General Purpose Loan Agreement into a single loan agreement (the "Loan Agreement"); and

WHEREAS, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of General Obligation Corporate Purpose Bonds, Series 2020A (the "Bonds") in evidence of the obligation of the City under the Loan Agreement, and the City Council has made provision for the approval of the P.O.S. and has authorized its use by Northland Securities, Inc. (the "Underwriter"), as the underwriter of the issuance of the Bonds; and

WHEREAS, a certain Bond Purchase Agreement (the "Bond Purchase Agreement") has been prepared to set forth the terms of the Bonds and the understanding between the City and the Underwriter with respect to the purchase thereof and the City Council has approved the Bond Purchase Agreement and made provision for its execution and delivery; and

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds;

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

Section 1. This City Council hereby determines to enter into the Loan Agreement with the Underwriter, in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$2,250,000, for the purpose or purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 2. The Bonds are hereby authorized to be issued to the Underwriter, in the aggregate principal amount of \$2,250,000, maturing on June 1 in each of the years, in the respective principal amounts and bearing interest at the respective rates, as follows:

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>
2021	\$320,000	2.00%
2022	\$275,000	2.00%
2023	\$170,000	2.00%
2024	\$175,000	2.00%
2025	\$175,000	2.00%
2026	\$180,000	2.00%
2031	\$955,000	1.80%

Section 3. The Bonds shall be in the denomination of \$5,000 each, or any integral multiple thereof, shall be dated June 10, 2020, and shall become due and payable and bear interest as set forth in Section 2 hereof.

BOKF, N.A., Lincoln, Nebraska, is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent." The City shall enter into an agreement (the "Registrar/Paying Agent Agreement") with the Registrar, 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 Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing on June 1, 2031 prior to maturity on June 1, 2028 or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

Principal of the Bonds maturing on June 1, 2031 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1 in each of the years 2027, 2028, 2029, and 2030 at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2027	\$185,000
2028	\$190,000
2029	\$190,000
2030	\$195,000
2031	\$195,000 (Maturity)

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2020. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

Section 4. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA STORY COUNTY
CITY OF HUXLEY

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2020A

No. _____			\$ _____
RATE	MATURITY DATE	BOND DATE	CUSIP
_____%	June 1, _____	June 10, 2020	448509 _____

The City of Huxley (the “City”), in Story County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of BOKF, N.A., Lincoln, Nebraska (hereinafter referred to as the “Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2020, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Corporate Purpose Bonds, Series 2020A (the “Bonds”) issued by the City to evidence its obligation under a certain loan agreement, dated as of June 10, 2020 (the “Loan Agreement”), entered into by the City for the purpose of paying the costs, to that extent, of (1) constructing street, water system, sanitary sewer system, storm water drainage and sidewalk improvements; (2) acquiring and installing street lighting, signage and signalization improvements; and (3) undertaking recreation trail extensions and improvements.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2019, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council adopted on May 26, 2020, authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in each of the year 2031, prior to and in any order of maturity on June 1, 2028 or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000. Principal of the Bonds maturing on June 1, 2031 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1 in each of the years 2027, 2028, 2029, and 2030, respectively, in accordance with the mandatory redemption schedules set forth in the Resolution at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent. All of such bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Huxley, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, all as of June 10, 2020.

CITY OF HUXLEY, IOWA

By: (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)
City Clerk

Registration Date: (June 10, 2020)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned resolution.

BOKF, N.A.
Lincoln, Nebraska
Registrar

By: (Signature)
Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	- as tenants in common	UTMA _____
TEN ENT	- as tenants by the entireties	_____ (Custodian)
JT TEN	- as joint tenants with right of survivorship and not as tenants in common	As Custodian for _____ (Minor)
		under Uniform Transfers to Minors Act
		_____ (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Underwriter, upon receipt of the loan proceeds, including any original issue premium (the "Loan Proceeds"), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds (\$28,125) shall be retained by the Underwriter as the Underwriter's Discount.

A portion of the Loan Proceeds (\$2,234,366) received from the sale of the Bonds plus (\$2,059.55) (the "Rounding Amount") shall be deposited in a dedicated fund (the "Project Fund"), which is hereby created, to be used for the payment of costs of the Projects and to the extent that any such Project Proceeds remain after the full payment of the costs of the Projects, such Project Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The remainder of the Loan Proceeds (\$13,750) (the "Cost of Issuance Proceeds"), received from the sale of the Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2021,
sufficient to produce the net annual sum of \$311,690;

For collection in the fiscal year beginning July 1, 2022;
sufficient to produce the net annual sum of \$201,190;

For collection in the fiscal year beginning July 1, 2023,
sufficient to produce the net annual sum of \$202,790;

For collection in the fiscal year beginning July 1, 2024,
sufficient to produce the net annual sum of \$199,290;

For collection in the fiscal year beginning July 1, 2025,
sufficient to produce the net annual sum of \$200,790;

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$202,190;

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$203,860;

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of \$200,440;

For collection in the fiscal year beginning July 1, 2029,
sufficient to produce the net annual sum of \$202,020; and

For collection in the fiscal year beginning July 1, 2030,
sufficient to produce the net annual sum of \$198,510.

(Such taxes being supplemental and additional to taxes
previously authorized by the City for this purpose for
collection in the fiscal year beginning July 1, 2020).

Section 8. A certified copy of this resolution shall be filed with the County Auditor of Story County, and the Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever. Any amount received by the City as accrued interest on the Bonds shall be deposited into such special account and used to pay interest due on the Bonds on the first interest payment date.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 10. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and

directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Bonds as “Qualified Tax Exempt Obligations” as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 11. The Securities and Exchange Commission (the “SEC”) has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the “Rule”) that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 12. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved May 26, 2020.

Mayor

Attest:

City Clerk

• • • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF STORY SS:
CITY OF HUXLEY

I, the undersigned, City Clerk of the City of Huxley, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council of the City relating to the issuance of \$2,250,000 General Obligation Corporate Purpose Bonds, Series 2020A, and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time in relation to the issuance and disposition of such bonds.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to issue such bonds or to levy taxes to pay the principal thereof and interest thereon.

WITNESS MY HAND this _____ day of _____, 2020.

City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

COUNTY OF STORY

I, the undersigned, County Auditor of Story County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2020, the City Clerk of the City of Huxley, Iowa, filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on May 26, 2020, entitled: "Resolution authorizing and approving a certain Loan Agreement, providing for the issuance of \$2,250,000 General Obligation Corporate Purpose Bonds, Series 2020A, and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2021, and subsequent years as provided in the resolution, such taxes being supplemental and additional to taxes previously authorized by the City for such purpose for collection in the fiscal year beginning July 1, 2020.

WITNESS MY HAND this _____ day of _____, 2020.

County Auditor

May 21, 2020

Via Email

Rita Conner
City Administrator/City Hall
Huxley, Iowa

Re: \$2,250,000 General Obligation Corporate Purpose Bonds, Series 2020A
Our File No. 419996-61

Dear Rita:

We have prepared and attach the necessary proceedings to be used at the May 26th City Council meeting to adopt the resolution (the "Resolution") providing for the issuance of General Obligation Corporate Purpose Bonds, Series 2020A (the "Bonds").

The proceedings attached include the following items:

1. Resolution authorizing the issuance of the Bonds. The form of Bond, Authentication Certificate and Assignment set out in the Resolution should not be completed or executed.
2. Attestation Certificate with respect to the validity of the transcript.
3. County Filing Certificate relating to the filing of a certified copy of this Resolution in the County Auditor's office. After it is adopted, a certified copy of the Resolution must be filed with the Story County Auditor **prior to closing on June 10, 2020**. An extra copy of the Resolution should be printed for this purpose.

As provided in the Resolution, continuing in the 2020-2021 fiscal year, the County Auditor will have a mandatory duty to make a levy of taxes to pay principal of and interest on the Bonds unless the City's budget each year affirmatively shows that the tax should not be levied because other funds will be applied to the payment of the Bonds for that budget year. To the extent the City determines that property tax levies will be needed for payment in any year, the tax levy amounts needed must be certified for that year in the City's budget as part of the Debt Service Fund, and the funds derived from sources other than taxes must be shown on the appropriate budget document.

As these proceedings are completed, please return one fully executed copy to our office.

Also attached is a Loan Agreement for execution by you and the Mayor. Please print three copies of the Loan Agreement for execution. After they have been signed please return all of these copies (**VIA US MAIL**) to us so that we can have them signed on behalf of the Northland Securities, Inc., after which we will furnish you with a signed original.

We are also sending a Continuing Disclosure Certificate. Please print three copies for execution. Please retain one executed copy for the City's records and return two copies to us.

Finally, we are attaching a Registrar and Paying Agent Agreement for you and the Mayor to sign. Please print three copies for execution, after which all three executed copies should be returned to us so that we may forward them to BOFK, N.A. for signature. We will provide you with a fully executed copy of the Agreement at the time of closing.

If you have any questions, please contact Amy Bjork, Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Jolene Lettow
Northland Securities, Inc.
BOKF, N.A.

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Huxley (the “Issuer”), in connection with the issuance of \$2,250,000 General Obligation Corporate Purpose Bonds, Series 2020A (the “Bonds”), dated June 10, 2020. The Bonds are being issued pursuant to a resolution of the Issuer approved on May 26, 2020 (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) Not later than June 30 (the “Submission Deadline”) of each year following the end of the 2019-2020 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) The Audited Financial Statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited financial

statements are not yet available, and the audited financial statements shall be filed on EMMA when they become available.

(b) Tables, schedules or other information contained in the official statement for the Bonds, under the following captions:

Economic and Financial Information:

Valuations

Tax Rates

Tax Levies and Collections

Summary of Debt and Debt Statistics

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.

- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14), or (15) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12), or (16) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed

Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Northland Securities, Inc.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section

5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: June 10, 2020

CITY OF HUXLEY, IOWA

By _____
Mayor

Attest:

By _____
City Clerk

PAYING AGENT AND REGISTRAR AGREEMENT

This Agreement is made and entered into as of June 10, 2020, 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 \$2,250,000 of its General Obligation Corporate Purpose Bonds, Series 2020A, dated June 10, 2020 (the "Bonds"), by a resolution duly adopted by the City Council of the Issuer (the "Resolution"), and requires the services of a Paying Agent and Registrar for said issue; and

WHEREAS, the Registrar is willing to provide services as Paying Agent and Registrar pursuant to the terms of this Agreement and the Resolution 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 for 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: _____
Mayor

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.

LOAN AGREEMENT

This Loan Agreement is entered into as of June 10, 2020, by and between the City of Huxley, Iowa (the "City"), and Northland Securities, Inc., Minneapolis, Minnesota, as Purchaser (the "Purchaser"). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$2,250,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Corporate Purpose Bonds, Series 2020A, in the aggregate principal amount of \$2,250,000 (the "Bonds").

2. The City has adopted a resolution on May 26, 2020 (the "Resolution") authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or upon the direction of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Bonds shall be dated June 10, 2020, shall be in denominations of \$5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Bonds and the Resolution.

4. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF HUXLEY, IOWA

By _____
Mayor

Attest:

City Clerk

NORTHLAND SECURITIES, INC.
Minneapolis, Minnesota

By _____

(Print Name and Title)

COUNCIL COMMUNICATION

AGENDA HEADING:

Approving Items Related to the Main Avenue Storm Sewer Underground Repair Project

SUBMITTED BY:

Rita Conner, City Administrator

SYNOPSIS:

Veenstra & Kimm, Inc (Forrest Aldrich, P.E. 3000 Westown Parkway West Des Moines, Iowa 50266) has presented applications for Payment No. 3(final) and Certificate of Completion from On Track Construction (1316 6th Street Suite 109 Nevada, Iowa 50201) on the Main Avenue Storm Sewer Underground Repair Project.

The project has been completed and improvements are presented for acceptance by City Council.

Additional information is below and in the attachments.

FISCAL IMPACT:

Amount: \$7,125.00 final payment; \$9,604.00 retainage to be released in 31 days

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

ADDITIONAL INFORMATION:

- Payment is for work completed between November 26, 2019 and May 19, 2020
- Work completed was hydraulic seeding and area intake work

ADMINISTRATOR RECOMMENDATION: APPROVAL

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- Release of the retainage amount of \$9,604.00 31 days following Council acceptance of the project

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

RESOLUTION NO. 20-049

**RESOLUTION APPROVING PAY APPLICATION 3 FOR THE MAIN AVENUE
STORM SEWER UNDERGROUND REPAIR PROJECT**

WHEREAS, the City Council approved a contract with On Track Construction, LLC in 2018 to conduct the Main Avenue Storm Sewer Underground Repair Project in Huxley and;

WHEREAS, Veenstra and Kimm, Inc. have presented the third and final payment application from the contractor in the amount of \$7,125.00 and;

WHEREAS, the application has been reviewed and found to be appropriate and reasonable for work completed between November 26, 2019 and May 19, 2020 and;

WHEREAS, this is the final payment application for the project and the retainage amount of \$9,604.00 to be released 30 days after the acceptance of the project by City Council.

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

Payment application No. 3 is hereby approved with the retainage to be released in 31 days

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

PASSED, ADOPTED AND APPROVED this 26th day of May 2020.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 20-048** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 26th day of May 2020.

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk

RESOLUTION NO. 20-050

**RESOLUTION APPROVING CERTIFICATE OF COMPLETION FOR THE
MAIN AVENUE STORM SEWER UNDERGROUND REPAIR PROJECT**

WHEREAS, the City Council approved a contract with On Track Construction in May 2019 to conduct the Main Avenue Storm Sewer Underground Repair Project in Huxley in the amount of \$194,480 and;

WHEREAS, Veenstra and Kimm, Inc. have presented the Certificate of Completion for the project and recommend acceptance of the project by City Council and;

WHEREAS, Veenstra and Kimm, Inc. have deemed that work was completed in substantial accordance with the plans and specifications for the project and;

WHEREAS, the final amount of the contract is \$192,080.

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

Certificate of Completion for the project is hereby approved and the project improvements are accepted by City Council.

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

PASSED, ADOPTED AND APPROVED this 26th day of May 2020.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 20-049** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 26th day of May 2020.

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk



VEENSTRA & KIMM, INC.

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

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

May 20, 2020

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

HUXLEY, IOWA
MAIN AVENUE STORM SEWER UNDERGROUND REPAIRS
PARTIAL PAY ESTIMATE NO. 3 (FINAL)
CERTIFICATE OF COMPLETION

Enclosed are three copies of Partial Pay Estimate No. 3 (Final) for work on the Main Avenue Storm Sewer Underground Repairs project, under the contract between the City of Huxley and On Track Construction, LLC dated May 14, 2019. The partial pay estimate is for the period November 26, 2019 to May 19, 2020.

Partial Pay Estimate No. 3 (Final) is for hydraulic seeding and area intake work done to complete the project. We have checked the estimate and recommend payment to On Track Construction, LLC in the total amount of \$7,125.00.

It is Veenstra & Kimm, Inc.'s recommendation to pay the 5% retainage amount of \$9,604.00 payable 31 days after final acceptance of the project.

Please sign all copies of Partial Pay Estimate No. 3 (Final) in the space provided and return one signed copy of the partial pay estimate to our office. Please return one signed copy of Partial Pay Estimate No. 3 (Final) to On Track Construction, LLC with payment. The third copy should be kept for your files.

Enclosed are two copies of the Certificate of Completion. This certificate should be executed by the Mayor after the City Council has approved acceptance of the project. Please sign both copies in the spaces provided and return one signed copy to our office.

Rita Conner
May 20, 2020
Page 2

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

VEENSTRA & KIMM, INC.



Forrest S. Aldrich

FSA:dml
45234/2
Enclosures
cc: Matt Runge, On Track Construction, LLC



VEENSTRA & KIMM, INC.

3010 Veenstra Parkway West Des Moines, Iowa 50266-1320
515-225-8000 515-225-7848(FAX) 800-241-0000(IWATS)

Date: May 20, 2020

PAY ESTIMATE NO. 3 (FINAL)

Project Title	Main Avenue Storm Sewer Underground Repairs	Contractor	On Track Construction P.O. Box 524, 1316 6th Street Suite 109 Nevada, Iowa 50201
Original Contract Amount & Date	\$194,480.00 May 14, 2019	Pay Period	November 26, 2019 to May 19, 2020

BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
1.1	Traffic Control	LS	1	\$ 5,500.00	\$ 5,500.00	1	\$ 5,500.00
1.2	Mobilization	LS	1	\$ 16,000.00	\$ 16,000.00	1	\$ 16,000.00
1.3	Construction Staking	LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00
1.4	Hydraulic Seeding	LS	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00
1.5	Intake Storm Sewer Connection	EA	1	\$ 6,800.00	\$ 6,800.00	1	\$ 6,800.00
1.6	Sanitary Sewer Main Replacement	EA	4	\$ 11,400.00	\$ 45,600.00	4	\$ 45,600.00
1.7	Sanitary Sewer Service Replacement	EA	7	\$ 7,300.00	\$ 51,100.00	7	\$ 51,100.00
1.8	City Hall Sanitary Sewer Service Replacement	EA	1	\$ 10,700.00	\$ 10,700.00	1	\$ 10,700.00
1.9	Area Intake SW-513	EA	1	\$ 14,000.00	\$ 14,000.00	1	\$ 14,000.00
1.10	PCC Sidewalk Replacement	SF	260	\$ 18.00	\$ 4,680.00	351	\$ 6,318.00
1.11	PCC Curb & Gutter Replacement	LF	70	\$ 65.00	\$ 4,550.00	86	\$ 5,590.00
1.12	7" Thick PCC Pavement Replacement	SY	35	\$ 240.00	\$ 8,400.00	20	\$ 4,800.00
1.13	6" Thick PCC Driveway Replacement	SY	25	\$ 280.00	\$ 7,000.00	26	\$ 7,280.00
1.14	Hot Mix Asphalt Pavement Replacement	TN	100	\$ 146.50	\$ 14,650.00	88	\$ 12,892.00
	TOTAL CONTRACT				\$ 194,480.00		\$ 192,080.00

MATERIALS STORED SUMMARY

Description	Number of Units	Unit Price	Extended Cost
None			\$0.00
TOTAL MATERIALS STORED			\$0.00

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$194,480.00	\$ 192,080.00
Approved Change Orders (list each)			
TOTAL ALL CHANGE ORDERS		0.00	0.00
Revised Contract Price		\$ 194,480.00	\$ 192,080.00
Materials Stored			0.00
Value of Completed Work and Materials Stored			\$ 192,080.00
Less Retained Percentage (5%)			\$ 9,604.00
Net Amount Due This Estimate			\$ 182,476.00
Less Estimate(s) Previously Approved	No. 1	\$ 77,567.50	
	No. 2	\$ 97,783.50	
	No. 3		
	No. 4		
	No. 5		
	No. 6		
	No. 7		
	No. 8		
	No. 9		
	No. 10		
	No. 11		
	No. 12		
Less Total Pay Estimates Previously Approved			\$ 175,351.00
Amount Due This Estimate			\$ 7,125.00

The amount \$ 7,125.00 is recommended for approval for payment in accordance with the terms of the contract. The amount of \$9,604.00 is recommended for payment 31 days after final acceptance of the project.

Quantities Complete Submitted By:	Recommended By:	Approved By:
On Track Construction	Veenstra & Kimm, Inc.	City of Huxley, Iowa
Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>	Signature:
Name: <i>Mike Burgh</i>	Name: <i>Tommy Kimm</i>	Name:
Title: <i>Owner</i>	Title: Project Manager	Title:
Date: <i>5-20-2020</i>	Date: <i>5/20/2020</i>	Date:

CERTIFICATE OF COMPLETION

MAIN AVENUE STORM SEWER UNDERGROUND REPAIRS HUXLEY, IOWA

We hereby certify that we have made an on-site review of the completed construction of the Main Avenue Storm Sewer Underground Repairs project as performed by On Track Construction.

As Engineers for the project, it is our opinion the work performed is in substantial accordance with the plans and specifications, and that the final amount of the Contract is One Hundred Ninety-two Thousand Eighty and 00/100 Dollars (\$192,080.00).

VEENSTRA & KIMM, INC.

Accepted: CITY OF HUXLEY, IOWA

By 

By _____

Title Project Manager

Title _____

Date 5/20/2020

Date _____

COUNCIL COMMUNICATION

AGENDA HEADING:

Approving Items Related to the North Lift Station Flood Control and Mitigation Project Federal Emergency Management Agency (FEMA)

SUBMITTED BY:

Rita Conner, City Administrator

SYNOPSIS:

Veenstra & Kimm, Inc (Forrest Aldrich, P.E. 3000 Westown Parkway West Des Moines, Iowa 50266) has presented applications for Change Order No. 2, Payment No. 6 and Certificate of Completion from J & K Contracting (Jared Bouska, Project Manager, 10703 Justin Dr. Urbandale, IA 50322) on the North Lift Station Flood Control and Mitigation Project Federal Emergency Management Agency (FEMA).

Change order No. 2 extends the project completion date from March 15, 2020 to May 22, 2020. The project has been completed and improvements are presented for acceptance by City Council. Additional information is below and in the attachments.

FISCAL IMPACT:

Amount: \$10,032.00 final payment; \$14,392.39 retainage to be released in 30 days

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

ADDITIONAL INFORMATION:

- Payment is for work completed between May 6 and May 22, 2020

PREVIOUS COUNCIL ACTION(S):

- May 12, 2020-Council Approval of Partial Pay Estimate #5
- April 28, 2020-Council Approval of Change Order #1
- April 14, 2020-Council Approval of Partial Pay Estimate #4
- March 10, 2020- Council approval of Partial Pay Estimate #3
- February 25, 2020-Council approval of Partial Pay Estimate #2
- January 14, 2020-Council approval of Partial Pay Estimate #1
- November 8, 2019-Council approval of Plans, Specifications and Form of Contract
- November 8, 2019-Award of Contract for the project

ADMINISTRATOR RECOMMENDATION: APPROVAL

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- Release of the retainage amount of \$14,392.39 30 days following Council acceptance

For more information on this and other agenda items, please call the City Clerk's Office at 515-597-2561 or visit the Clerk's Office, City Administration Building at 515 N. Main Ave. Council agendas are available to the public at the City Clerk's Office on Friday afternoon preceding Monday's Council meeting.

RESOLUTION NO. 20-051

RESOLUTION

WHEREAS, the City of Huxley approved a contract with J & K Contracting on November 8, 2019 to conduct the North Lift Station Flood Control and Mitigation Project in Huxley and;

WHEREAS, Veenstra and Kimm, Inc. have presented the second change order request from the contractor for change in the project completion date from March 15, 2020 to May 22, 2020.

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

Change order No. 2 is hereby approved.

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

PASSED, ADOPTED AND APPROVED this 26th day of May 2020.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 20-050** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 26th day of May 2020.

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk

RESOLUTION NO. 20-052

RESOLUTION APPROVING PAY APPLICATION 6 FOR THE NORTH LIFT STATION FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PROJECT

WHEREAS, the City Council approved a contract with J & K Contracting on November 8, 2019 to conduct the North Lift Station Flood Control and Mitigation Project in Huxley and;

WHEREAS, Veenstra and Kimm, Inc. have presented the sixth and final payment application from the contractor in the amount of \$10,032.00 and;

WHEREAS, the application has been reviewed and found to be appropriate and reasonable for work completed between May 6 and May 22, 2020 and;

WHEREAS, this is the final payment application for the project and the retainage amount of \$14,392.39 to be released 30 days after the acceptance of the project by City Council.

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

Payment application No. 6 is hereby approved with the retainage to be released in 30 days

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

PASSED, ADOPTED AND APPROVED this 26th day of May 2020.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 20-051** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 26th day of May 2020.

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk

RESOLUTION NO. 20-053

**RESOLUTION APPROVING CERTIFICATE OF COMPLETION FOR THE
NORTH LIFT STATION FEDERAL EMERGENCY MANAGEMENT AGENCY
(FEMA) PROJECT**

WHEREAS, the City Council approved a contract with J & K Contracting on November 8, 2019 to conduct the North Lift Station Flood Control and Mitigation Project in Huxley in the amount of \$287,800 and;

WHEREAS, Veenstra and Kimm, Inc. have presented the Certificate of Completion for the project and recommend acceptance of the project by City Council and;

WHEREAS, Veenstra and Kimm, Inc. have deemed that work was completed in substantial accordance with the plans and specifications for the project and;

WHEREAS, the final amount of the contract is \$287,847.89.

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

Certificate of Completion for the project is hereby approved and the project improvements are accepted by the City Council.

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

PASSED, ADOPTED AND APPROVED this 26th day of May 2020.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 20-052** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 26th day of May 2020.

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk



VEENSTRA & KIMM, INC.

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

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

May 20, 2020

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

HUXLEY, IOWA
NORTH PUMP STATION FLOOD CONTROL & MITIGATION PROJECT
PARTIAL PAYMENT NO. 6 (FINAL)

Enclosed are three copies of Partial Payment No. 6 (Final) for work completed on the North Pump Station Flood Control & Mitigation project for the period between May 6, 2020 to May 22, 2020 under the contract between the City of Huxley and J&K Contracting, LLC dated November 8, 2019. We have checked the pay request and recommend payment to J&K Contracting in the amount of \$10,032.00.

The original contract amount for the project was \$287,800.00. The final contract amount is \$287,847.49 and includes Change Orders 1 and 2. The final contract amount is \$47.89 above the original contract amount.

Upon approval of Partial Payment No. 6 (Final), please sign all copies of Partial Payment No. 6 (Final) in the space provided. Return one executed copy of the pay request to our office and one executed copy to J&K Contracting with payment.

Also enclosed are three copies of the Certificate of Completion for the project. Upon final acceptance of the project by the City Council, please execute each copy of the Certificate of Completion in the space provided. Return one executed copy to our office and one copy to J&K Contracting. The final retainage amount of \$14,392.39 should be paid 30 days after final acceptance of the project.

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

VEENSTRA & KIMM, INC.

Jeremy B Enano.
45247
Enclosures
cc: Jared Bouska, J&K Contracting, LLC

West Des Moines, IA • Coralville, IA • Dubuque, IA • Mason City, IA • Sioux City, IA
Cedar Rapids, IA • Rock Island, IL • Springfield, IL • Liberty, MO • Rochester, MN

CERTIFICATE OF COMPLETION

**NORTH PUMP STATION FLOOD CONTROL & MITIGATION PROJECT
HUXLEY, IOWA
MAY 20, 2020**

We hereby certify that we have made an on-site review of the construction of the North Pump Station Flood Control & Mitigation Project as performed by J&K Contracting, LLC.

As Engineers for the project it is our opinion that the work performed is in substantial accordance with the plans and specifications and that the final amount of the Contract is Two Hundred Eighty-Seven Thousand Eight Hundred Forty-Seven and 89/100 Dollars (\$287,847.89).

Reviewed By: VEENSTRA & KIMM, INC.	
Signature	
Name	Jeremy Enano
Title	Project Engineer
Date	

Accepted: CITY OF HUXLEY, IOWA	
Signature	
Name	
Title	
Date	



VEENSTRA & KIMM, INC.

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

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

May 15, 2020

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

HUXLEY, IOWA
NORTH PUMP STATION FLOOD CONTROL & MITIGATION PROJECT
CHANGE ORDER NO. 2

Enclosed are three copies of Change Order No. 2 for the North Pump Station Flood Control & Mitigation Project, under the contract between the City of Huxley and J&K Contracting, LLC dated November 8, 2019. Change Order No. 2 extends the project completion date from March 15, 2020 to May 22, 2020.

We recommend approval of Change Order No. 2. Please sign all copies of Change Order No. 2 in the space provided. Return one signed copy of the change order to our office and one to J&K Contracting, LLC. The third copy should be kept for your files.

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

VEENSTRA & KIMM, INC.

Jeremy B. Enano

JBE:jbe
45247

Enclosures

cc: Jared Bouska, J&K Contracting, LLC

West Des Moines, IA • Coralville, IA • Dubuque, IA • Mason City, IA • Sioux City, IA
Cedar Rapids, IA • Rock Island, IL • Springfield, IL • Liberty, MO • Rochester, MN



VEENSTRA & KIMM, INC.

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

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

May 11, 2020

CHANGE ORDER NO. 2

CITY OF HUXLEY, IOWA
NORTH PUMP STATION FLOOD CONTROL & MITIGATION PROJECT

Change Order No. 2 extends the completion date for the project from March 15, 2020 to May 22, 2020.

J&K CONTRACTING, LLC

By *Paul Kimm*

Title Project Manager

Date 5.11.2020

VEENSTRA & KIMM, INC.

By *Sam*

Title Project Engineer

Date 5-11-20

CITY OF HUXLEY, IOWA

By _____

Title _____

Date _____

ATTEST:

By _____

Title _____

Date _____



VEENSTRA & KIMM, INC.

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

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

May 11, 2020

CHANGE ORDER NO. 2

CITY OF HUXLEY, IOWA
NORTH PUMP STATION FLOOD CONTROL & MITIGATION PROJECT

Change Order No. 2 extends the completion date for the project from March 15, 2020 to May 22, 2020.

J&K CONTRACTING, LLC

By *Paul Vankle*
Title Project Manager
Date 5-11-2020

VEENSTRA & KIMM, INC.

By *Sam*
Title Project Engineer
Date 5-11-20

CITY OF HUXLEY, IOWA

By _____
Title _____
Date _____

ATTEST:

By _____
Title _____
Date _____



PROJECT TITLE: North Pump Station Flood Control & Mitigation Project

Date: 5/20/2020

\$287,800.00

Pay Period: May 6, 2020 to May 22, 2020

BID ITEMS

[illegible]

SUMMARY			
		Original Contract	Total Completed
Bid Item Subtotal		\$287,800.00	\$286,147.89
APPROVED CHANGE ORDERS			
Change Order No.	Description/Notes	Total Approved	Total Completed
1	SW-512 Intake Lowering	\$1,700.00	\$1,700.00
2	Project Completion Date Extension	\$0.00	\$0.00
3		\$0.00	\$0.00
4		\$0.00	\$0.00
5		\$0.00	\$0.00
6		\$0.00	\$0.00
7		\$0.00	\$0.00
8		\$0.00	\$0.00
9		\$0.00	\$0.00
10		\$0.00	\$0.00
Total Change Orders		\$1,700.00	\$1,700.00
		Total Approved	Total Completed
Revised Contract Price		\$289,500.00	\$287,847.89
			Total Completed
Total Materials Stored			\$0.00
Total Completed Plus Materials Stored			\$287,847.89
Retainage (5%)			\$14,392.39
Total Earned Less Retainage			\$273,455.50
APPROVED PARTIAL PAYMENTS			
Partial Payment No.	Period	Total Approved	
1	December 1, 2019 to December 27, 2019	\$93,480.85	
2	December 28, 2019 to February 6, 2020	\$26,391.00	
3	February 7, 2020 to March 3, 2020	\$29,899.97	
4	March 4, 2020 to April 6, 2020	\$29,336.42	
5	April 7, 2020 to May 5, 2020	\$84,315.26	
6		\$0.00	
7		\$0.00	
8		\$0.00	
9		\$0.00	
10		\$0.00	
		Total Previously Approved	\$263,423.50
Amount Due This Request			\$10,032.00
Note: The amount \$10,032.00 is recommended for approval for payment in accordance with the terms of the Contract. Note: The amount \$14,392.39 (retainage) is recommended for approval for payment 30 days after final acceptance.			
CONTRACT SUMMARY			
ORIGINAL CONTRACT AMOUNT			\$287,800.00
FINAL CONTRACT AMOUNT			\$287,847.89
THIS PARTIAL PAYMENT			\$10,032.00
TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT			\$273,455.50
FINAL RETAINAGE - TO BE PAID 30 DAYS AFTER FINAL ACCEPTANCE			\$14,392.39
PERCENT COMPLETE			100.0%
Recommended By: Veenstra & Kimm, Inc.		Contractor: J&K Contracting, LLC	
Approved: City of Huxley			
Signature		Signature	
Name		Name	
Title	Project Manager	Title	
Date		Date	

Business Items

**Approve Resolution No. 20-054 Preliminary Terms of an
Urban Renewal Development Agreement with Ballard Plaza, LLC**

Work Session

Master Plan Trails and Sidewalk Infill w/Maintenance Policy

COUNCIL COMMUNICATION

AGENDA HEADING:

Worksession

SUBMITTED BY

Rita Conner, City Administrator

SYNOPSIS:

City Council requested that a Master Plan be prepared by staff for the connectivity of our community by bike and pedestrian trails as well as sidewalk infill. Veenstra and Kimm, Inc (Forrest Aldrich, P.E. and John Micka, PLA, 3000 Westown Parkway West Des Moines, Iowa 50266) have met with staff over the last several weeks to map out the draft plan and initial phasing concept.

A presentation will be provided at the worksession and the team will take questions and input from Council. The discussion will also cover maintenance policy recommendations for the City, adjacent commercial properties and adjacent residential properties.

FISCAL IMPACT:

Amount: An overall cost estimate has been prepared for all of the work shown in the materials. The work is proposed to be broken down in phases over time. The City will have the ability to evaluate a number of potential financing sources for the work, including Safe Routes to School applications, private development contributions, public assessments, City CIP, and cost shares with partner agencies.

ADMINISTRATOR RECOMMENDATION:

Requesting City Council comments and direction to staff to make any changes Council wishes to see to the draft plan following the presentation, and to have the plan return for formal Council approval at a future date.

BOARD/COMMISSION ACTION(S):

- Park & Recreation Board reviewed the draft plan earlier this spring. A final review will be undertaken following City Council actions on the plan
- Planning & Zoning Commission has been sent the draft plan and will be provided with the plan that is adopted by City Council

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- Public and development community comments on the draft plan
- Review by the Park & Recreation Board and the Planning & Zoning Commission
- Adoption of the final plan by City Council
- Adoption of the final plan as part of the City's Comprehensive Plan
- Incorporation of sections of the plan to implement in development plans, sidewalk infill projects and CIP.