



CITY COUNCIL MEETING NOTICE
TUESDAY NOVEMBER 9, 2021, 6:00 P.M.

CITY COUNCIL CHAMBERS

AGENDA

- 1. ROLL CALL**
- 2. APPROVE AGENDA AS PRESENTED AND/OR AMENDED**
- 3. PRESENTATION/RECOGNITION**
- 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 the October 26th Regular Meeting and the November 2, 2021, Worksession
 - b) Approve Payment of Bills
 - c) Motion to Approve 6 Month Probationary Membership to Huxley Fire & Rescue Department for Kenneth Burge
 - d) Approve Resolution No. 21-103 Sanitary Sewer Lining Bid (FY 22 CIP)
 - e) Approve Resolution No. 21-104 Resolution setting the date for a public hearing on proposal to enter into a General Obligation Water Improvement and Refunding Loan Agreement and to borrow money thereunder
 - f) Motion to Approve Lease of 7 Computers by the Huxley Public Library
 - g) Motion to Approve Purchase of 2 portable radios for Huxley Fire and Rescue
 - h) Motion to Approve December 14, 2021, Meeting Date
- 7. BUSINESS ITEMS**
 - a) Approve Resolution No. 21-105 Authorizing and approving a Loan Agreement and providing for the issuance and securing the payment of \$7,415,000 Water Revenue Improvement and Refunding Bonds, Series 2021A
- 8. INFORMATIONAL ITEMS**
- 9. CITY ADMINISTRATOR AND DIRECTOR REPORTS**
- 10. MAYOR AND COUNCIL REPORTS**
- 11. ADJOURNMENT**

UPCOMING WORK SESSION TOPICS AND REGULAR COUNCIL AGENDA ITEMS

Final Report August 2020 Derecho

FY 2023 Budget

Comprehensive Plan/Future Space and Facility Needs

Growth, Development and Annexation

Joint Meeting City Council/Park & Recreation Board

Other Topics of Interest to Mayor and Council

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.

Comprehensive Plan/Future Space and Facility Needs
Growth, Development and Annexation
Joint Meeting City Council/Park & Recreation Board
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HUXLEY CITY COUNCIL MEETING MINUTES

Tuesday, October 26, 2021

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

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

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

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

CITY STAFF PRESENT: Rita Conner – City Administrator, Jolene Lettow – City Clerk, Jeff Peterson - Public Works Director, Travis Woodbeck – Deputy Fire Chief, Gerry Stoll – Police Chief, Cathy VanMaanen – Library Director

CONSULTANTS PRESENT: Chip Schultz – City Financial Advisor/Northland Public Finance; Forrest Aldrich – City Engineer/Veenstra & Kimm

CONSENT AGENDA:

Motion by Kuhn, second by Roberts to approve Consent Agenda as listed with Item e to be pulled from Consent Agenda for separate discussion.

- a. Approve Minutes from the October 12th Regular Meeting
- b. Approve Payment of Bills
- c. Motion to Approve 6 Month Probationary Memberships to Huxley Fire & Rescue Department for Katie Judge, Jenna Pilcher, and Nikolas Pilcher
- d. Motion to Approve Roden Plat of Survey
- e. *Approve Resolution No. 21-097 Purchase of Police Vehicle (FY 22 CIP) – PULLED FOR SEPARATE ACTION*
- f. Third Reading of Ordinance No. 519 on Hard Surface Paving
- g. Second Reading of Ordinance No. 521 Meadowlane Rezoning and Motion to Waive Third Reading

Claims::

AIDEN BAUER	FLAG FB REFEREE	120.00
BAKER & TAYLOR ENTERTAINME	BOOKS	535.17
BOUND TREE MEDICAL	AMBULANCE SUPPLIES	446.25
BRENDEN WRIGHT	FLAG FB REFEREE	156.00
BUD'S AUTO REPAIR INC	PD VEHICLE SERVICE	1,003.99
CARDMEMBER SERVICE	SEE ATTACHED	4,290.21
CHANDA WRIGHT	CIRL BBALL JERSEY REFUND	30.00
CLARK BUILDERS	BUILDING PERMIT DEPOSIT REFUND	1,000.00
COMPASS MINERALS AMERICA	COURSE SALT	3,823.74
COMPUTER RESOURCE SPECIALI	LIBRARY IT WORK	67.50
CONSUMERS ENERGY	ELECTRIC	10,030.12
DACIA BUSS	FLAG FB AND SOCCER REFEREE	240.00
DANKO EMERGENCY EQUIPMENT	WIPES, STRAPS, GLOVES	1,602.98
DES MOINES STAMP MFG. CO.	NOTARY STAMP FOR PD	33.00
DESTINY HOMES, LLC	BUILDING PERMIT DEPOSIT REFUND	1,000.00
FIRE SERVICE TRAINING BURE	CERT FEES FOR HMAO AND FF1	100.00
GALLS, LLC- DBA CARPENTER	R. DECKER RETURN	78.98
GRANT NASON	SOCCER REFEREE	126.00
HACH COMPANY	WATER TREATMENT CHEMICALS	352.10
HOKEL MACHINE SUPPLY	RETURN	83.25
HOMES BY ADVANTAGE LLC	BUILDING PERMIT DEPOSIT REFUND	1,000.00
I-80 CONCRETE	FIVE YARDS OF C4 CONCRETE	752.05
INTERNAL REVENUE SERVICE	FED WITHOLDING TAX	14,164.77
INTERSTATE BATTERIES	BATTERIES FOR AIRPACKS	379.64
IOWA DOT	JANITORIAL SUPPLIES	101.60
IOWA FIREFIGHTERS ASSOCIAT	DEPARTMENT MEMBERSHIP	351.00
IOWA ONE CALL	EMAIL LOCATES	122.40
ISAIAH ZIEGLER	FLAG FOOTBALL REFEREE	169.00
ITRON, INC.	SOFTWARE AND HARDWARE MAINT.	1,377.99
JOSEPH FERGUSON, SFAM HUXL	BUILDING PERMIT DEPOSIT REFUND	1,000.00
KEMPKER'S TRUE VALUE AND R	SEE ATTACHED	558.04
KERMIT MISKELL & SONS LTD	CUTTER ASB & SKID	610.01
KEYSTONE LABORATORIES	MONTHLY SAMPLING	223.70

LILLIAN HUNTRODS
LINDA BETSINGER MCCANN
LOGAN HUNTRODS
MARY GREELEY MEDICAL CENTE
MENARDS - AMES
MUNICIPAL SUPPLY
NEW CENTURY FS INC
OVERHEAD DOOR COMPANY OF D
POSTMASTER
PREMIER
RAY O'HERRON CO. INC.
SHAFFER'S AUTO BODY CO INC
STAR EQUIPMENT LTD.
STORY COUNTY RECORDER
STORY COUNTY TREASURER
SYNCB/AMAZON
TASC
THE DES MOINES REGISTER
THOMAS ANDERSON
TUCKER LINDSEY
U.S. BANK EQUIPMENT FINANC
UNMANNED VEHICLE TECHNOLOG
VAN WERT COMPANY
VERIZON WIRELESS
WINDSTREAM IOWA COMMUNICAT

SOCCER REFEREE 0.00
LIBRARY SPEAKER 75.00
SOCCER REFEREE 52.00
FD PREEMPLOYMENT EXAM 980.95
HEAVY DUTY TARP 69.99
LOCATE FLAGS 92.00
DIESEL FUEL 2,612.80
SERVICE ON TWO OVERHEAD DOORS 250.75
POSTMASTER 482.34
LIBRARY PRINTER FEES 41.73
GLOCK NIGHT SIGHTS 183.33
2021 EXPLORER BODY REPAIR 607.29
DIAMOND BLADE FOR SAW 50.00
RECORDING FEES 19.50
SEPT PARKING TICKET STOP FEE 5.00
DVDS, BOOKS, OFFICE, & PRIME 421.90
FLEX BENEFIT PLANS 577.05
ANNUAL SUBSCRIPTION 322.03
SOCCER REFEREE 48.00
SOCCER REFEREE 108.00
LIBRARY COPIER LEASE 103.22
DRONE FOR PD 7,201.88
METERS WITH ERTS 4,254.04
PUBLIC WORKS CELL PHONES 334.20
DISPATCH PHONES 80.13

	<u>Expenses</u>	<u>Revenues</u>
001 General Fund	22,484.33	535,019.93
002 Library	2,871.76	2,159.46
003 Recreation	4,867.98	26,317.40
004 Fire and Rescue	3,628.74	25.99
014 Ambulance	1,028.19	2,808.57
110 Street	3,584.16	47,349.71
121 LOST		51,205.07
125 TIF		1,008,386.19
200 Debt Service		336,354.79
398 Derecho	476.19	555.16
600 Water	15,586.39	98,690.90
610 Sewer	10,608.88	<u>81,328.86</u>
Payroll	<u>63,056.97</u>	
Grand Total	\$ 128,103.59	\$ 2,190,202.03

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

Item e from Consent Agenda: Motion – Easter, second – Peterson on Resolution No. 21-097 to Approve Purchase of Police Vehicle (FY22 CIP). Councilman Kuhn expressed concern with low trade-in value offered for vehicle by Dewey Ford. Stated Kelley Blue Book lists a higher resale value. Staff informed council of a government auction site called GovDeals that the police could use to sell old vehicle. Council consensus was to list vehicle on site for resale. Councilman Mulder stated he preferred city waiting on CIP projects since the Water Treatment Plant expansion is over budget. Roll Call: Kuhn, Easter, Roberts, Peterson voted yes; Mulder voted no. Motion carried

BUSINESS ITEMS:

Motion – Roberts, second – Peterson on Resolutions No. 21-087 and Resolution No. 21-088 to Approve Contract and Bonds for Shallow Well No. 7 Project and Water Treatment Plant Improvements. Roll Call: Peterson, Roberts, Easter, Mulder voted yes; Kuhn voted no. Motion carried.

Motion – Roberts, second – Peterson on Resolution No. 21-094 to Approve Plans, Specifications, Form of Contract and Estimated Cost for the Street Repair Project. Councilman Kuhn asked who was going to conduct inspection of repairs. Public Works Director responded city staff would be responsible for inspections. Roll Call: Mulder, Kuhn, Easter, Roberts, Peterson voted yes. Motion carried.

Motion – Roberts, second – Peterson on Resolution No. 21-096 to Award Contract for the Street Repair Projects to Manatt's and Authorize Mayor to Execute Contract. Roll Call: Peterson, Mulder, Kuhn, Easter, Roberts voted yes. Motion carried.

Motion – Roberts, second – Peterson on Resolution No. 21-098 to Approve Bond Purchase Agreement for the Sale of Water Revenue Improvement and Refunding Bonds, Series 2021A and Authorize the Call of Water Revenue Refunding Bonds, Series 2013C. Mulder expressed concern with bond rating comments. Roll Call: Easter, Roberts, Peterson, Mulder, voted yes; Kuhn voted no. Motion carried.

Motion – Kuhn, second – Mulder on Resolution No. 21-099 and Resolution No. 21-100 to Authorize Redemption of Sewer Revenue Refunding Bonds, Series 2013C and Early Redemption of General Obligation Emergency Vehicle Acquisitions Note. Roll Call: Roberts, Easter, Kuhn, Mulder, Peterson voted yes. Motion carried.

Motion – Kuhn, second – Mulder to Table Resolution No. 21-101 to Approve Preliminary Plans of Agreement with Blue Sky Estates and Resolution No. 21-102 to Approve Preliminary Terms of Agreement with Ballard Plaza, LLC until next council meeting on November 9 so council can conduct further review of agreements. Roll Call: Mulder, Kuhn, Easter, Roberts, Peterson voted yes. Motion carried.

ADJOURNMENT: Motion – Easter, second – Kuhn to adjourn meeting at 7:21pm. 5 ayes, 0 nays. Motion carried.

Attest:

Kevin Deaton, Mayor

Jolene R. Lettow, City Clerk

HUXLEY CITY COUNCIL WORK SESSION MINUTES

Tuesday, November 2, 2021

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

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

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

CITY STAFF PRESENT: Rita Conner – City Administrator, Jolene Lettow – City Clerk, Syndey Steinle – intern

DISCUSSION ITEMS:

- Connecting Huxley – Council Sidewalk Priorities: Preliminary list of sidewalks to be installed was completed.
- Preliminary Terms of Agreement with M.R. Properties dba Huxley Plaza, LLC. Council reviewed development analysis spreadsheet. Discussed possible commercial developer rebate terms.
- Preliminary Terms of Agreement with Van Houweling CD II. Council reviewed development analysis spreadsheet. Discussed possible residential developer rebate terms.
- Comprehensive Plan and Space Needs Analysis RFP Update. City intern, Sydney Steinle, provided council with data accumulated from comparable cities and planning firms/consultants.
- Livability Publication – Huxley. \$5,000 cost to have ad in Story County magazine. Council determined funds could be better spent on other city items/projects.

ADJOURNMENT: Motion – Roberts, second – Peterson to adjourn meeting at 7:29pm. 5 ayes, 0 nays. Motion carried.

Attest:

Kevin Deaton, Mayor

Jolene R. Lettow, City Clerk

11-9-21 Council Claims

	A	B	C
1	VENDOR NAME	DESCRIPTION	GROSS AMOUNT
2	A KING'S THRONE, LLC	PORT-O-JOHNS AT LARSON	\$ 305.90
3	AFLAC	AFLAC	\$ 216.96
4	ALLIANT ENERGY	GAS AND ELECTRIC	\$ 10,274.84
5	AMES ECONOMIC DEVELOPMENT	ANNUAL CONTRACT RENEWAL	\$ 31,500.00
6	ARNOLD MOTOR SUPPLY	CITY VEHICLE MAINTENANCE	\$ 238.20
7	AUSTIN STRUMPFER	REIMBURSE FOR WORK CLOTHES	\$ 316.45
8	AUTOMATIC SYSTEMS CO.	SCADA CONNECTION WORK	\$ 304.05
9	BRICK GENTRY P.C.	LEGAL FEES	\$ 537.50
10	BROWNELLS, INC.	GUN CLEANING SUPPLIES	\$ 188.29
11	CAROLYN MAI	REIMBURSE FOR GAS MILEAGE	\$ 17.92
12	CHAD QUICK	SOCCER REFEREE	\$ 156.00
13	CITY OF AMES	RESOURCE RECOVERY	\$ 17,414.50
14	COMFORT FOOD CATERING OF H	BREAKFAST FOR DEVELOPER MTG	\$ 125.00
15	COMPUTER RESOURCE SPECIALI	IT WORK	\$ 900.00
16	D & K PRODUCTS	205 GAL HAMMERTOWN	\$ 540.00
17	DAVID WILCOX	BOOT CAMP INSTRUCTOR	\$ 140.00
18	DELTA DENTAL PLAN OF IOWA	DENTAL INSURANCE	\$ 1,395.68
19	DEWEY FORD	2021 FORD EXPLORER FOR PD	\$ 35,374.00
20	DOORS INC.	SAFE ROOM DOOR REPAIR	\$ 270.00
21	DRAKE ROOFING, INC.	REPAIRED SEAMS & HOLES IN 3C'S ROOF	\$ 504.00
22	EBS	MEDICAL INSURANCE	\$ 18,080.70
23	EDWARD JONES	IRA	\$ 250.00
24	ELECTRIC WHOLESALE CO.	3-WAY SWITCH	\$ 135.86
25	ERIN LUENSE	YOGA INSTRUCTOR	\$ 45.00
26	FIDELITY SECURITY LIFE	VISION INS	\$ 303.01
27	GATEHOUSE-DB IOWA HOLDINGS	LEGAL PUBLICATIONS	\$ 277.09
28	HAWKINS, INC.	WATER TREATMENT CHEMICALS	\$ 2,529.29
29	HOMER F. KALSEM & KAY ANN	WATER MAIN EASEMENT	\$ 1,000.00
30	HOMES BY ADVANTAGE LLC	BUILDING PERMIT DEPOSIT REFUND	\$ 1,000.00
31	HUXLEY COMMUNICATIONS COOP	PHONE, CABLE, INTERNET	\$ 1,567.96
32	INLAND TRUCK PARTS COMPANY	PARTS FOR '99 DUMP BRAKES	\$ 668.12
33	INTERNAL REVENUE SERVICE	PAYROLL TAXES	\$ 14,064.71
34	IOWA DNR	CONS. PERM-2021 ST REP/HMA REH	\$ 164.50
35	IOWA ONE CALL	EMAIL LOCATES	\$ 116.10
36	IPERS	IPERS	\$ 18,489.12
37	JEREMY J. ARENDS	MONTHLY TREASURER REPORTS	\$ 400.00
38	KEMPKER'S TRUE VALUE AND R	SEE ATTACHED	\$ 264.75
39	KENNETH L. BAUGE	WATER MAIN EASEMENT	\$ 1,066.75
40	LILLIAN HUNTRODS	SOCCER REFEREE	\$ 60.00
41	LINCOLN FINANCIAL GROUP	LIFE & DISABILITY INSURANCE	\$ 1,315.95
42	LISA GROTE	COACHING DISCOUNTS	\$ 84.50
43	LISA WHEELER	MILEAGE REIMBURSE FOR CONFERENCE	\$ 13.44
44	MARCO TECHNOLOGIES LLC	ADMIN COPIER CONTRACT	\$ 306.75
45	MASS MUTUAL RETIREMENT SER	DEFERRED COMPENSATION	\$ 250.00
46	MAT KAHLER	REIMBURSE FOR WORK CLOTHES	\$ 214.95

11-9-21 Council Claims

	A	B	C
47	MEGAN BRENDLAND	REIMBURSE FOR POSTAGE	\$ 12.48
48	MIDWEST BREATHING AIR SYST	QUARTERLY AIR TESTING	\$ 187.00
49	MISCELLANEOUS VENDOR	UTILITY DEPOSIT REFUNDS	\$ 511.11
50	MUNICIPAL SUPPLY	WHITE FLAGS, PRIMER, GLUE	\$ 61.50
51	NCL OF WISCONSIN, INC.	BOD SEED & TSS QUARTERLY	\$ 130.88
52	NOVA FITNESS EQUIPMENT	OCTANE BIKE & LAT MACHINE REPAIRS & QUARTERLY MAINT.	\$ 834.35
53	OXEN TECHNOLOGY	EMAIL HELP, OFFICE 365 & EXCHANGE	\$ 338.50
54	PCC AN AMBULANCE BILLING S	SEPTEMBER AMBULANCE BILLING	\$ 271.46
55	PEPSI-COLA	VENDING PRODUCT	\$ 414.26
56	PITTS LAWN AND TREE SERVIC	REMOVE TREE & GRIND STUMP IN ROW	\$ 800.00
57	PROTECT YOUTH SPORTS	BACKGROUND CHECKS	\$ 85.00
58	RADAR ROAD TEC	FIVE YEARLY CERTIFICATES	\$ 175.00
59	RAY O'HERRON CO. INC.	HOLSTER AND MAG POUCH	\$ 190.93
60	RICHARD & CHERYLE HARMON	WATER MAIN EASEMENT	\$ 1,255.00
61	ROCKY SMITH	REIMBURSE FOR SPRAY CLASS	\$ 36.05
62	RYAN JIMENEZ	BUILDING PERMIT DEPOSIT REFUND	\$ 1,000.00
63	SAFE BUILDING COMPLIANCE &	BUILDING INSPECTIONS	\$ 10,817.31
64	SAGE HOMES, INC.	BUILDING PERMIT DEPOSIT REFUND	\$ 1,000.00
65	SHIRLENE G. BRENDLAND	WATER MAIN EASEMENT	\$ 1,066.75
66	S & P GLOBAL RATINGS	BOND RATING	\$ 20,250.00
67	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	\$ 426.53
68	STOLL, GERALD	REIMBURSE FOR LUNCH & MATERIALS	\$ 33.43
69	STORY COUNTY TREASURER	DISPATCH SERVICES-2ND QTR FY22	\$ 6,402.48
70	TASC	FLEX BENEFIT PLANS	\$ 577.05
71	TASC - CLIENT INVOICES	FLEX PLAN ADMIN FEES	\$ 69.82
72	THOMAS CROSS & NANCY STENS	WATER MAIN EASEMENT	\$ 1,255.00
73	TITAN MACHINERY	FILTERS FOR END LOADER	\$ 279.25
74	TONYA BECKER	TRX FUSION INSTRUCTOR	\$ 120.00
75	TRANE U.S. INC.	SOFTWARE CONTROLS SYSTEM & GEOTHERMAL REPAIR	\$ 20,080.00
76	TREASURER, STATE OF IOWA	STATE WITHHOLDING	\$ 4,644.00
77	UNMANNED VEHICLE TECHNOLOG	BATTERY CHARGER FOR DRONE	\$ 480.00
78	USA BLUEBOOK	BUFFER, TNT, BOD NUTRIENTS, ET	\$ 864.51
79	VEENSTRA & KIMM, INC.	ENGINEERING FEES	\$ 11,635.62
80	VERIZON WIRELESS	PD MDTs, CELL PHONE, CAMERA	\$ 241.47
81	ZIEGLER INC	LATCH FOR PORTABLE GENERATOR & FILTERS FOR BACKHOE	\$ 205.93
82	01 Payroll Expense		\$ 63,514.21
83	GRAND TOTAL		\$ 313,654.72
84			
85			
86			
87			
88			

11-9-21 Council Claims

	A	B	C
89			
90			
91		FUND TOTALS	
92	001 GENERAL FUND	\$ 161,894.70	
93	002 LIBRARY	\$ 5,195.25	
94	003 RECREATION	\$ 6,574.31	
95	004 FIRE AND RESCUE	\$ 1,101.78	
96	014 AMBULANCE	\$ 1,173.08	
97	110 ROAD USE TAX	\$ 13,889.14	
98	325 E. 1ST ST RECONSTRUCTI	\$ 4,461.10	
99	345 WATER PLANT EXPANSION	\$ 23,409.56	
100	398 DERECHO STORM	\$ 809.37	
101	600 WATER UTILITY	\$ 18,238.50	
102	610 SEWER UTILITY	\$ 13,393.72	
103	01 PAYROLL EXPENSE	\$ 63,514.21	
104	GRAND TOTAL	\$ 313,654.72	
105			
106			
107	TRUE VALUE BREAK DOWN		
108	P & R	3wy tog switch	\$ 13.98
109	Water	emery cloth, ox bit, nuts & bolts,	\$ 27.39
110	Derecho	galv tee & nipple	\$ 9.37
111	PD	hd staples	\$ 4.79
112	Wastewater	painting supplies, tung carb burr, nuts & bolts, mnt point, goofoff remover	\$ 66.68
113	Streets	spark plug, key, nuts & bolts, ext cord, seal tape, batteries, flt bar, hex self drilling, swiffer duster	\$ 83.39
114	Parks	nuts and bolts, landscape seed	\$ 59.15
115	Total		\$ 264.75

**Huxley RECAP
October, 2021**

<u>Account No.</u>	<u>Account Name</u>	<u>Statement No.</u>	<u>Balance Due</u>
15398.000	Municipal	361994	\$375.00
15398.001	Prosecutions		
15398.002	Fire and Rescue		
15398.003	Prairie Ridge		
15398.005	Litigation		
15398.006	Bond Claims		
15398.011	Planning & Zoning		
15398.012	Public Works		
15398.013	Police		
15398.014	Parks		
15398.015	Nuisance Abatement	361995	\$162.50
15398.016	HDC		
15398.017	Library		
15398.018	Development		
Total:			\$537.50



BRICK GENTRY P.C.

Attorneys & Counselors At Law
6701 Westown Parkway, Ste 100
West Des Moines, IA 50266

Telephone: 515 274-1450

Facsimile: 515 274-1488

City of Huxley
Attn: Rita Conner
515 North Main Street
Huxley, IA 50124

Statement Date: October 25, 2021
Statement No. 361993
Account No. 15398.002
Page: 1

Re: Huxley Fire and Rescue
ASB

Previous Balance	\$75.00
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Payments

10/14/2021	Payment	-75.00
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Balance Due	<u>\$0.00</u>
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Thank you.



BRICK GENTRY P.C.

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6701 Westown Parkway, Ste 100
West Des Moines, IA 50266

Telephone: 515 274-1450
Facsimile: 515 274-1488

City of Huxley
Attn: Rita Conner
515 North Main Street
Huxley, IA 50124

Statement Date: October 25, 2021
Statement No. 361994
Account No. 15398.000
Page: 1

Re: Municipal
ASB

Fees

10/06/2021	ASB	Review of correspondence from Rita Conner regarding Prairie Ridge HOA. Review of correspondence from Laurie Culp regarding same. Correspondence regarding same. Preparation of Affidavit needed for 510 E 2nd Street.	100.00
10/07/2021	ASB	Review of correspondence and title commitment needed for requested Affidavit regarding Prairie Ridge. Correspondence regarding same.	37.50
	ASB	Review of correspondence and documentation from Realtor regarding Claim that generated need for Affidavit. Correspondence regarding same.	25.00
10/11/2021	ASB	Review of correspondence and Warranty Deed regarding Westview Heights from Rita Conner. Review of correspondence from Forrest Aldrich regarding same. Review of correspondence from Kathleen Law.	25.00
	ASB	Completed Affidavit regarding Lot 35 in Prairie Ridge Plat 1. Correspondence and instructions regarding same.	50.00
	ASB	Review of correspondence and 10/12/21 Council Agenda packet. Review of correspondence from Forrest Aldrich regarding same.	75.00
10/21/2021	MSB	Correspondence with Lisa Wheeler regarding employment issues; research regarding same.	62.50
		For Current Services Rendered	375.00

Recapitulation

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Amy Beattie	Attorney	2.50	\$125.00	\$312.50
Matt Brick	Attorney	0.50	125.00	62.50

Total Current Work 375.00



BRICK GENTRY P.C.

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West Des Moines, IA 50266

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Facsimile: 515 274-1488

City of Huxley
Attn: Rita Conner
515 North Main Street
Huxley, IA 50124

Statement Date: October 25, 2021
Statement No. 361994
Account No. 15398.000
Page: 2

Re:	Municipal	
	Previous Balance	\$818.75
	<u>Payments</u>	
10/14/2021	Payment	-818.75
	Balance Due	<u><u>\$375.00</u></u>

Thank you.



BRICK GENTRY P.C.

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6701 Westown Parkway, Ste 100
West Des Moines, IA 50266

Telephone: 515 274-1450
Facsimile: 515 274-1488

City of Huxley
Attn: Rita Conner
515 North Main Street
Huxley, IA 50124

Statement Date: October 25, 2021
Statement No. 361995
Account No. 15398.015
Page: 1

Re: Nuisance Abatement
ASB

Fees

09/29/2021	MRO	Email City update on infraction against 306 Oak Blvd.	25.00
10/07/2021	MRO	Email Rita update regarding Ihle's not responding to infraction yet.	25.00
10/11/2021	MRO	Email City staff regarding Fortner property and its abatement.	37.50
		For Current Services Rendered	87.50

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Matt O'Hollearn	Attorney	0.70	\$125.00	\$87.50

Recapitulation

Expenses

09/29/2021	Central Iowa Process Servers	75.00
	Total Expenses	75.00
	Total Current Work	162.50
	Previous Balance	\$255.00

Payments

10/14/2021	Payment	-255.00
	Balance Due	<u>\$162.50</u>

Thank you.



Huxley Fire and Rescue

104 Railway
Huxley, Iowa 50124

Huxley Mayor and City Council:

Please consider **Kenneth Burge** for 6 month Probationary Membership with Huxley Fire & Rescue. Kenneth is a Huxley resident with a Law Enforcement background.

Thank You for your consideration,

Todd Moomaw, Chief, Huxley Fire Rescue

RESOLUTION NO. 21-103

RESOLUTION APPROVING SANITARY SEWER LINING PROJECT BID

WHEREAS, on October 12, 2021 by Resolution No. 21-092, City Council approved the FY 2022 Capital Improvements Plan (CIP) and;

WHEREAS, work was included in the FY 2022 CIP to conduct improvements to the City of Huxley Wastewater Treatment system;

WHEREAS, bids to line sanitary sewers on W 3rd Street and 5th were solicited and the recommendation is to approve a contract with Accu-Jet in the amount of \$28,822.52 and

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Huxley, Iowa, as follows:
The bid from Accu-Jet for sanitary sewer lining work hereby approved.

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

PASSED, ADOPTED AND APPROVED this 9th day of November 2021.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 21-103** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 9th day of November 2021.

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk

MEMO



WASTEWATER DEPT.

To: Mayor, Council, City Administrator, Public Works Director and Asst. Director

Date: October 29th, 2021

I have received all the required bids to line the sanitary sewers on both W 3rd and a small section on 5th. I bid these liners together to save money on possible mobilization fees. I found while inspecting mainlines with our camera these are as couple mainlines that are top priority for lining. Lining these sewers is essential to keep the sewer flowing in these areas, as we have found cracks, roots and other buildup inside the sewers that will ultimately cause future issues.

We bid these with 3 different companies, all of which we have used in the past for a lining projects. I am recommending we go with Accu-jet bid because not only are they the lowest cost, but we also have a contract with them to complete our yearly jet/vac work on our mainlines.

The bids are as follows,

- Accu-jet- \$28,822.52
- Visu-sewer- \$29,276.00
- Pipe Vision- \$47,060.00

I have attached copies of all three bids to this Memo. I can provide contact information and general information on cast in place lining upon request.

Thank you for the consideration,

AJ Strumpher

Wastewater Superintendent

ACCUJET LLC
12155 J AVE
PERRY, IA 50220
(515)360-8582
kyle@accujetiowa.com
http://www.accujetiowa.com



ADDRESS

City of Huxley.
515 North Main Avenue
Huxley, Iowa 50124

Estimate 2145

DATE 09/30/2021

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/30/2021	bid Estimate to remove wrinkled liner on 3rd ST between MH84-MH85 and re-line. City to provide water, manhole access, and dumpsite. Price includes liner prep and service reinstatement.	1	0.00	0.00
	Municipal Robotic Cutting Robotic cutting of liner.	1	4,000.00	4,000.00
	Mainline liner Install liner per ASTM1216 specs for 8" sanitary mainline.	1	18,150.00	18,150.00
09/30/2021	bid Estimate to heavy clean on 5th ST between MH78-MH52 and line. City to provide water, manhole access, and dumpsite. Price includes liner prep and service reinstatement.	1	0.00	0.00
	Municipal Jet/Vac Heavy clean cast iron pipe with chain cutter and remove infiltration build up from joints in line 78-52	4	309.13	1,236.52
	Mainline liner Install liner per ASTM1216 specs 10" sanitary.	1	5,436.00	5,436.00

Scope of Work:

Accujet will provide the labor and materials necessary to perform the work outlined in this contract. No work shall be done, except as specified or subsequently agreed to in writing. The scope of work recommended is based upon observations during our inspection and/or information shared by the customer contact. Any problems or failures in, or from un-serviced areas are not covered by this contract or warranty. We reserve the right to make modifications as necessary in our work or materials used. Any methods, materials or procedures discussed by our specialists are for general use only and individual circumstances may require modification during the installation process. Standard cleaning & televising includes two passes of jetter cleaning with one full camera inspection. Any cleaning or repairs needed beyond the standard cleaning & televising will be at an additional cost.

Disclaimer:

Although best inspection practices are used to address all potential issues, some unforeseen issues may be exposed. At this time work will not resume until a work/change order for additional costs is signed. Issues may include but are not limited to: Heavy root infiltration, collapsed pipe, misaligned pipe, massive defects, and protruding taps.

TOTAL

\$28,822.52

Accepted By

Accepted Date

Disclaimer:

Although best inspection practices are used to address all potential issues, some unforeseen issues may be exposed. At this time work will not resume until a work/change order for additional costs is signed. Issues may include but are not limited to: Heavy root infiltration, collapsed pipe, misaligned pipe, massive defects, and protruding taps.

PIPE VISION PRODUCTS

320 Raccuglia Dr. LaSalle, IL 61301 Ph: 815-220-1919 Fax: 815-220-1918

PROPOSAL NUMBER:	DATE: 09/22/21
PROPOSED PROJECT: 8" & 10" CIPP Lining	JOB LOCATION:
PROPOSAL SUBMITTED TO: City of Huxley, IA	
KEY CONTACT PERSON: AJ Strumpfer	huxleywwsupt@huxleyiowa.org
BUSINESS ADDRESS: 515 N Main Ave	
CITY: Huxley	STATE/ZIP: IA, 50124
PHONE: 515-450-2869	FAX:

NOTE: Pipevision Inc. proposes to furnish all necessary materials, labor, tools, equipment, supplies and supervision necessary to perform work outlined in the **DESCRIPTION** and **SCOPE OF WORK** with exception of those items being specifically addressed in the **TERMS AND CONDITIONS** of this proposal.

DESCRIPTION: TV, Clean and CIPP Lining of 10" VCP with transition to 8" Cast Iron.

SCOPE OF WORK:

Pipevision will mobilize our crew and equipment to the projected location.
 Pipevision will televise and clean the pipes specified in the contract.
 Pipevision will verify the following: a) Diameter, b) length, c) active laterals, and d) the manhole depth.
 We will do CIPP designs based on fully deteriorated pipe. **ASTM Standards F1216-X1**
 Once the designs are completed we will have the liners wet-out at the Fast Pipe wet-out facility.
 The liner will be transported to the jobsite in a refrigerated truck.
 We will install the liners with an air inversion unit.
 Once the liner is installed we will process the liners with a steam air mixture.
 Upon seeing an exotherm of 140 degrees F or more (thermocouple wire between the host pipe and the liner) we will post cure and cool the liner.
 Once the liner is cured, we will cut the ends and robotically reinstate any active service connections.
 Once this process is complete, Pipevision will televise and record the finished liner on a flash drive.

PRICING SCHEDULE

DESCRIPTION	LINER SIZE	COST: LF or EA or HR	LINEAR FEET	AMOUNT
Mobilization		\$2,500.00	1	\$ 2,500.00
Mobilization	VCP Pipe	\$3.00	550	\$ 1,650.00
8 in / 200 mm CIPP Lining	6mm	\$40.00	550	\$ 22,000.00
				\$ -
Heavy Cleaning Chain Flail	Cast Iron	\$7.00	30	\$ 210.00
TV & Cleaning (3 Passes)	VCP	\$3.00	150	\$ 450.00
8"-10" Transition Stretch CIPP Lining	VCP to CAST	\$135.00	150	\$ 20,250.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
GRAND TOTAL:				\$ 47,060.00

TERMS AND CONDITIONS

Client will need to provide water on job site. (Fire Hydrant)

Client will need to provide access to the pipes. Manholes or open pipes on each end.

Client will be responsible for any permits needed. (State road work permits).

Client understands that any bypass or traffic control will be done by others or charged out separately.

Client understands that if this contract is a rental with an operator and or the purchasing of material. Pipevision assumes no liability for damages caused by breakdowns, failures or anything else that client may seek damages on. Pipevision will stand behind the material but has no control over site conditions such as but not limited to ground water, heat sinks, damaged pipes, weather related incidents or sewer back ups. Any liner failure must be reported immediately to Pipevision management along with the data recorded on the CIPP Services pressure & temperature readers. Use of the Data recorders is mandatory to receive any compensation on material claims.

Client understands that Pipevision Products Inc. is not responsible for any back ups due to excessive use of water.

Pricing is based on the information given. Should the information be wrong, such as but not limited to the diameter, length, active service connections and transitions, then a change order will be issued at the time and material rates or a quantity change order.

Client understands that any downtime, which is defined as waiting on someone or something that prevents the crew from working on the project that is out of the control of Pipevision will be billed at \$750 an hour. This can be easily avoided by communicating with Pipevision management & preparing for the crew to start at a predetermined time & date. Equipment & Employees are our two biggest expenses please be respectful of that.

Client understands that any material removed from the sewer will be the responsibility of the owner to dispose of it.

Client understands that we can't be held responsible for any deviations in the pipe. The liner will conform to the existing pipe.

Client understands that any legal disputes will be resolved in the county of LaSalle IL. Client will be responsible for any legal costs associated with the dispute. An interest rate of 2% a month or the maximum amount of interest allowed by law will be charged to the client for any past due invoices.

Our prices are firm for thirty days from the date on the proposal. Work can commence within 10 working days of your written notice to proceed and receipt of this properly executed document. We will require 2 day(s) to complete our work. If any circumstances arise that are beyond the control of Pipevision Inc., any deadline for our portion of the work must be extended in proportion to said circumstances.

The Outline for Payment terms is as follows: 50% prior to mobilization 50% due upon completion of installation(s) no exceptions or retentions.

Warranty: Pipevision warranties the liner and workmanship for a period of Five (5) years from the date of installation. Warranty is limited to proper use of the Pipeline. Improper jetting tools will not be covered. Such as but not limited to: machines over 2000 psi. Cable machines, chain flails, any mechanical reaming tools that could damage the liner. Any changes in the loading outside of the design will not be warrantied (such as but not limited to putting a railroad over the top of the sewer).

All work in a confined space shall be performed under Pipevision Inc. according to the confined space entry procedures (OSHA Guideline 1910, 146) found in the Pipevision Inc. 2021 Safety Manual.

Upon proper execution of this document, the Client is acknowledging that:

> This document accurately reflects all work to be performed by Pipevision as outlined in the SCOPE OF WORK. > All
Legal disputes shall be decided in La Salle County, Illinois. > The
Client fully understands the obligations as stipulated within, for this project, and this contract in its entirety. This includes: SCOPE OF WORK, PRICING SCHEDULE and all TERMS AND CONDITIONS.

Any transmission of documents pertaining to this project through the use of a facsimile machine(hereinafter knows as FAX) is hereby permissible.

This contract supersedes all other signed contracts between Pipevision and CLIENT. Pipevision will provide a Certificate of Liability Insurance up to \$1,000,000 (One million dollar) for the Commercial General Liability, and Workers Compensation and Employers Liability for the stated project agreed upon within this contract. If the Client is stated as the Contractor or Sub-Contractor - Tier 1 in any other contract aside from this contract between the Pipevision and the Client, then the Client is responsible to pay for any Additional Insured and/or Umbrella Policies agreed upon between the Client and any other Contractor or Sub-Contractor - Tier 1 as stated in their agreement.

PROJECT PROPOSAL APPROVAL PAGE

OFFER OF ACCEPTANCE

ATTENTION: You may indicate acceptance by returning a signed and dated copy of this proposal in its entirety or you may incorporate this proposal referenced by the "PROPOSAL NUMBER", with the "SCOPE OF WORK", "PRICING SCHEDULE" and "TERMS AND CONDITIONS" set forth as part of your contract.

PROJECT PROPOSED TO:

Signature of Client Representative

Date

Title

Company

PROJECT PROPOSED BY:

Signature of Client Representative

Date

Title

Company

SEAL

Proposal

To: AJ Stumpfer
City of Huxley
515 N. Main Ave
Huxley, IA 50124
515-450-2869

From: Bob Moen
Visu-Sewer, Inc.
1065 15th Street SW
Mason City, IA 50401
(641) 424-8044

Date: 9/29/2021

Project: Sanitary Sewer CIPP Installation

Visu-Sewer is pleased to provide the following quotation for CIPP installation:

Install 542 linear feet of 8" National Liner @ \$32.00 per linear foot	\$17,344.00
Install 152 linear feet of 10" National Liner @ \$78.50 per linear foot	<u>\$11,932.00</u>
Total	\$29,276.00

The above listed price is based on current video inspection and assumes the current pipe condition is suitable for CIPP installation utilizing air pressure for the inversion and hot air/ steam for curing. Pricing includes:

- Labor, material, and equipment.
- Mobilization and Traffic Control
- One (1) pass jet cleaning and televising of sewers prior to installation.
- Bypass pumping of existing flow.
- Installation of National Liner per manufacturer's instructions, ASTM 1216.
- Reinstatement of all active service connections
- Televising of sewers after installation.
- Bushes wrinkles in previously lined pipe.
- Reaming of cast iron.

Note: If needed, grouting of active leaks and heavy cleaning will be quoted separately. If it is determined that current pipe conditions are not suitable for an air inversion and hot air/ steam cure, pricing may be adjusted to reflect alternate installation methods. Mobilization and/ or time on site will be billed at a T&M rate of \$310.00 per hour for pipe sections not suitable for CIPP installation.

The City of Huxley will need to provide drivable equipment access to all manholes, water from nearby hydrants (without charge), a dump site for captured debris, and traffic control beyond cones and signs. Thank you for the opportunity to quote on this project. Please do not hesitate to call if you have any questions.

All material guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to standard practices or specifications submitted. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. If a collapse of the original pipe results during the lining process, Visu-Sewer will not be held liable for costs associated with excavation, repairs, or restoration. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Terms - Net 30 days.

Acceptance of Proposal

The above prices / conditions are satisfactory and are hereby accepted. Visu-Sewer is authorized to do the work as specified.

Date: _____ Signature: _____

www.visu-sewer.com

WISCONSIN - ILLINOIS - MINNESOTA - IOWA - MISSOURI - VIRGINIA - OHIO

November 3, 2021

Via Email

Rita Conner
City Administrator/City Hall
Huxley, Iowa

Re: General Obligation Water Improvement and Refunding Loan Agreement
Our File No. 419996-NEW

Dear Rita:

We have prepared and attach proceedings for the November 9th City Council meeting to enable the City Council to fix November 23rd as the date for a hearing on the proposal to enter into the General Obligation Water Improvement and Refunding Loan Agreement (the “Loan Agreement”).

The documents attached include the following items:

1. Resolution fixing the date, time and place of the meeting at which time it is proposed to hold a hearing and take action to enter into the Loan Agreement. The form of notice of hearing is set out under Section 2 of the resolution. Please print an extra copy for delivery to the publisher. Please insert the time and place of the hearing in both the resolution and the notice.
2. Attestation Certificate attesting to the validity of the transcript.
3. Organization Certificate.
4. Publication Certificate with respect to publication of the notice, to which must be attached the publisher’s affidavit of publication with the clipping of the notice as published.

The notice of hearing on the Loan Agreement must be published at least once, not less than four (4) and not more than twenty (20) days before the November 23rd meeting date in a legal newspaper which has a general circulation in Huxley. **The last date on which this notice can be effectively published is November 19th, 2021.**

RESOLUTION NO. 21-104

Resolution setting the date for a public hearing on proposal to enter into a General Obligation Water Improvement and Refunding Loan Agreement and to borrow money thereunder

WHEREAS, the City of Huxley (the “City”), in Story County, State of Iowa, pursuant to a prior resolution of the Council (the “Series 2016 Bond Resolution”), has heretofore issued its General Obligation Refunding Bonds, Series 2016, dated April 27, 2016 (the “Series 2016 Bonds”) in the aggregate principal amount of \$3,315,000, a portion of which currently remains outstanding maturing on such dates and in such amounts and bearing interest at such rates as follows:

	Principal	Interest		Principal	Interest
<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2022	\$630,000	2.50%	2025	\$295,000	2.75%
2023	\$650,000	2.50%	2026	\$295,000	3.00%
2024	\$675,000	2.50%			

; and

WHEREAS, pursuant to the Series 2016 Bond Resolution, the City reserved the right to call the Series 2016 Bonds maturing in the years 2022 to 2026, inclusive, (the “Callable Series 2016 Bonds”) for optional early redemption on June 1, 2021, or on any date thereafter on terms of par and accrued interest; and

WHEREAS, the City now proposes to enter into a loan agreement (the “Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$7,235,000 for the purpose of paying the costs, to that extent, of (1) planning, designing and constructing improvements and extensions to the City’s Municipal Waterworks Utility System (the “Utility”); and (2) current refunding the Callable Series 2016 Bonds; and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law;

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

Section 1. The City Council shall meet on November 23, 2021, at the at the _____, in the City, at _____ o’clock ____m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than four (4) and not

more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$7,235,000

(GENERAL OBLIGATION)

The City Council of the City of Huxley, Iowa, will meet on November 23, 2021, at the _____, Huxley, Iowa, at _____ o'clock _____.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$7,235,000 for the purpose of paying the costs, to that extent of 1) planning, designing and constructing improvements and extensions the City's Municipal Waterworks Utility System (the "Utility"); and (2) current refunding the City's outstanding General Obligation Refunding Bonds, Series 2016, dated April 27, 2016.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City Council may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

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

Jolene Lettow
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which are reasonably estimated to cost approximately \$6,000,000 (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved November 9, 2021.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTY OF STORY
CITY OF HUXLEY

SS:

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 relating to fixing a date for a hearing on the City's proposal to take action in connection with a certain loan agreement, as referred to therein.

WITNESS MY HAND this _____ day of _____, 2021.

City Clerk

ORGANIZATION CERTIFICATE:

STATE OF IOWA
COUNTY OF STORY
CITY OF HUXLEY

SS:

I, the undersigned City Clerk, do hereby certify that the City of Huxley is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that the City is operating under the Council-manager-at-large form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

_____, Mayor
_____, City Administrator
_____, City Clerk/Finance Director
_____, City Treasurer
_____, Council Member/Mayor Pro Tem
_____, Council Member
_____, Council Member
_____, Council Member
_____, Council Member

WITNESS MY HAND this _____ day of _____, 2021.

City Clerk

PUBLICATION CERTIFICATE:

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavit and have verified that the notice was published on the date indicated in the affidavit but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA
COUNTY OF STORY SS:
CITY OF HUXLEY

I, the undersigned, City Clerk of the City of Huxley, do hereby certify that pursuant to the resolution of the City Council fixing a date of meeting at which it is proposed to take action to enter into a certain loan agreement, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2021.

City Clerk

(Attach here the publisher's original affidavit with clipping of the notice, as published.)

Page 2

As soon as possible after the City Council meeting, please return one fully executed copy of these proceedings. If you have any questions, please contact Erin Regan, Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Jolene Lettow
Chip Schultz
BOKF, N.A.

MINUTES TO SET DATE FOR HEARING
ON A LOAN AGREEMENT

419996-NEW

Huxley, Iowa

November 9, 2021

The City Council of the City of Huxley, Iowa, met on November 9, 2021, at _____
o'clock __.m., at the _____, Huxley, Iowa.

The Mayor presided and the roll was called showing the following members of the City
Council present and absent:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution hereinafter next set
out and moved its adoption, seconded by Council Member _____; and after
due consideration thereof by the City Council, the Mayor put the question upon the adoption of
the said resolution 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.

• • • •

At the conclusion of the meeting and upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

COUNCIL COMMUNICATION

AGENDA HEADING:

Approval for Lease to Buy Dell Computers for the Library

SUBMITTED BY:

Cathy Van Maanen, Director of Library Services

SYNOPSIS:

In August, 2020 the Huxley Public Library Board of Trustees approved entering a lease agreement with Dell to purchase 7 computers. Lacking the full amount of \$10,840.62 in the budget, the agreement is a lease-to-buy with 3 annual payments of \$3758.44. In the city audit in the fall of 2021, it was pointed out that this agreement should have been brought before city council under Iowa Code Section 392.3. The Library Trustees and I were unaware of the procedure, as we've never purchased in this fashion. Our budget provides for the annual payment, not the full amount, so at this time we ask for Council's approval to carry on with the attached lease.

FISCAL IMPACT: YES

Amount: \$10,840.62 over three (3) years

Funding Source: City of Huxley General Fund-Library Account Code, Computers
002.5.410.2.6419

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

We will make the lease payments in February of 2022 and 2023 to complete the agreement.

Prepared For:

Huxley Public Library

December 15, 2020

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Term Option	36 Finance
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None
	3 Payments

Dell Quote Number	Lease Payment Detail	Product Price	Quantity	Extended Price	Rate Factor	
Dell Quote # 3000075329181.1	Dell Optiplex	\$1,548.66	7	\$10,840.62	0.34670	\$3,758.44
Total				\$10,840.62		\$3,758.44

Proposal Expiration Date:

January 14, 2021

PLEASE NOTE:

Excludes IA State Sales taxes, which would be additional.

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation. Upon expiration, lease rates may be changed in the event that market rates change.

End of Term Options:**Finance Lease/Lease Purchase:**

- Exercise the option to purchase the products for \$1.00.
- Return all products to lessor at the lessee's expense.

Agreed to & Accepted:

Signature:

Name:

Title:

Federal Tax ID #

Dale Kuby
Financial Solutions Manager-Public Southwest
Dell | Financial Services
Call # 630 460 6398
Dale.Kuby@dell.com



201 West State Street
Marshalltown, IA 50158
319-431-5842
Fax 641-752-0674
www.racom.net
Diana.Richardson@racom.net

Proposal Prepared for: **HUXLEY FIRE DEPT**

Address _____
City **HUXLEY**
State & Zip Code **IA**
County **STORY**
Phone/FAX **515-441-1717**
Contact Name **TODD MOOMAW**
Contact E-mail **TM00MA@GMAIL.COM**

HUXLEY FIRE RADIO UPDATE QUOTE

ITEM	QTY	PART NO.	DESCRIPTION	UNIT	EXTENDED
	2		XL95P PORTABLE RADIO		
			BEFORE 11-23-21	\$ 1,794.20	\$ 3,588.40
	2	XN-PF78M	PORTABLE 7/800 XL/95P	\$ -	\$ -
	2	XN-NC8D	ANTENNA WHIP 1/2 WAVE	\$ -	\$ -
	2	XN-PKGPT	FEATURE PACKAGE P25 TRUNKING	\$ -	\$ -
	2	XN-PL4F	FEATURE, P25 PHASE 2 TDMA	\$ -	\$ -
	2	XN-CH5X	SINGLE BAY CHARGER	\$ -	\$ -
	2	MBP-19879	FEATURE, OVER THE AIR PROGRAMMING, MULTI-KEY AES ENCRYPTION, OTAR	\$ -	\$ -
	2	XN-PA3R	BATTERY, LI-ION 3100 MAH	\$ -	\$ -
	2	TR-CRED	TRADE-IN CREDIT	\$ -	\$ -
	2	A-1	PROGRAMMING AND DELIVERY	\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
			ACCESSORIES XL-95P	\$ -	\$ -
		XN-AE6A	REMOTE SPEAKER MIC, EMERGENCY BUTTON	\$ 120.00	\$ -
		XN-CH5A	6-BAY CHARGER	\$ 596.25	\$ -
	2	XN-HC2G	BELT CLIP	\$ 15.00	\$ 30.00
		XN-PA3R	LI-ION 3100 MAH BATTERY SPARE	\$ 78.75	\$ -
				\$ -	\$ -
			MAINTENANCE STARTING YEAR 1(ANNUAL CPI TO BE APPLIED)	\$ -	\$ -
		SMW-0	ANNUAL MAINTENANCE FEE PER CONTROL STATION RADIO DURING WARRANTY YEAR 1	\$ 60.00	\$ -
	2	SMW-0	ANNUAL MAINTENANCE FEE PER MOBILE AND PORTABLE RADIOS DURING WARRANTY YEAR 1	\$ 54.00	\$ 108.00
		SMW-1	ANNUAL MAINTENANCE PER CONTROL STATION RADIO, WARRANTY YEAR TWO	\$ -	\$ -
				\$ -	\$ -
			***ANNUAL CPI INCREASE OF 2% EACH YEAR AFTER	\$ -	\$ -
				\$ -	\$ -
				Total Equipment Price	\$ 3,726.40
				Installation	\$ -
				Subtotal	\$ 3,726.40
				Taxes	\$ -
				Shipping	\$ -
				Total	\$ 3,726.40

Terms of Purchase: **PER STORYCOMM CONTRACT**

Tax Rate

System Description:

Proposal Presented By: Diana Richardson 319-431-5842

Date: 11-3-21

Proposal Accepted By: _____

Date: _____

November 4, 2021

Via Email

Rita Conner
City Administrator/City Hall
Huxley, Iowa

Re: \$7,415,000 Water Revenue Improvement and Refunding Bonds, Series 2021A
Our File No. 419996-62

Dear Rita:

We have prepared and attach updated proceedings to be used at the November 9th City Council meeting to adopt the resolution approving the Loan Agreement and providing for the issuance of the Water Revenue Improvement and Refunding Bonds, Series 2021A. These proceedings have been updated with minor changes to the AGM Insurance section.

The proceedings attached include the following items:

1. Minutes of the meeting covering the adoption of the resolution approving the Loan Agreement and providing for the issuance of the Bonds.

The form of Bond, Authentication Certificate and Assignment set out under the resolution should not be completed or executed.

2. Attestation Certificate attesting to validity of the transcript.

On November 9th, the City Council should meet as scheduled to adopt the attached resolution. All Council Members present should vote on the passage of the resolution, and the vote of each member should be called and recorded by name.

Also attached is a Loan Agreement for execution by City Clerk and the Mayor. Please print the Loan Agreement for execution. After it has been signed, please scan and e-mail a copy to us as soon as available for inclusion with the closing materials.

In addition, we are also attaching a Registrar and Paying Agent Agreement for City Clerk and the Mayor to sign. Please print a copy for execution, after which it should be returned to us by scan and email so that we may forward it to BOKF, N.A. for signature prior to closing.

We have also attached a Continuing Disclosure Certificate for the City Clerk and Mayor to sign. Please retain one executed copy for the City's records and return one copy to us via email as it is available.

As these proceedings are completed, please return one fully executed copy to lemke.susan@dorsey.com for our records.

If you should have any questions, please call me.

Best regards,

John P. Danos

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

RESOLUTION NO. 21-105

Resolution authorizing and approving a Loan Agreement and providing for the issuance and securing the payment of \$7,415,000 Water Revenue Improvement and Refunding Bonds, Series 2021A

WHEREAS, the City of Huxley (the “City”), in Story County, State of Iowa, did heretofore establish a Municipal Waterworks Utility System (the “Utility”) in and for the City which has continuously supplied water service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”) and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a prior resolution of the Council (the “Series 2013B Bond Resolution”), the City has heretofore issued its Water Revenue Refunding Bonds, Series 2013B, dated April 30, 2013 (the “Series 2013B Bonds”) in the aggregate principal amount of \$985,000, a portion of which remain outstanding, maturing on June 1 in the year, and in such amount, and bearing interest at such rate as follows:

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>
2022	\$115,000	2.00%

; and

WHEREAS, pursuant to the Series 2013B Bond Resolution, the City reserved the right to call the Series 2013B Bonds maturing in the year 2022 (the “Callable Series 2013B Bonds”) for optional early redemption on June 1, 2019, or on any date thereafter on terms of par and accrued interest; and

WHEREAS, the City heretofore proposed to enter into a loan agreement (the “Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$7,425,000 for the purpose of paying the costs, to that extent, of (1) planning, designing and constructing improvements and extensions to the Utility (the “Project”); and (2) current refunding the Callable Series 2013B Bonds; and pursuant to law and duly published noticed published notice of the proposed action has held a hearing thereon on September 28, 2021; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of the Water Improvement and Refunding Bonds, Series 2021A (the “Bonds”) in evidence of the obligation of the City under the Loan Agreement, and the City Council has approved the P.O.S. and has authorized its use by Northland Securities, Inc. (the “Underwriter”); and

WHEREAS, a certain Bond Purchase Agreement has been prepared to set forth the terms of the Bonds and the understanding between the City and the Underwriter, and the City has authorized, executed and delivered this Agreement; and

WHEREAS, the City has authorized the calling of the Callable 2012B Bonds for early redemption on November 30, 2021 (the “Redemption Date”); and

WHEREAS, it is now necessary to make final provision for 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, Iowa, as follows:

Section 1. The City shall enter into the Loan Agreement with the Underwriter in substantially the form attached hereto, providing for a loan to the City in the amount of \$7,415,000 for the purposes as 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, in the aggregate principal amount of \$7,415,000, are hereby authorized to be issued in evidence of the obligation of the City under the Loan Agreement. The Bonds shall be dated November 30, 2021, shall be issued in the denomination of \$5,000 each, or any integral multiple thereof, and shall mature on June 1 in each of the years, in the respective principal amounts, and bear interest at the respective rates, as follows:

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>
2022	\$ 120,000	2.000%	2032	\$ 365,000	2.000%
2023	\$ 235,000	2.000%	2033	\$ 370,000	2.000%
2024	\$ 285,000	2.000%	2034	\$ 380,000	2.000%
2025	\$ 300,000	2.000%	2035	\$ 385,000	2.000%
2026	\$ 325,000	2.000%	2036	\$ 395,000	2.000%
2027	\$ 330,000	2.000%	2037	\$ 400,000	2.100%
2028	\$ 335,000	2.000%	2038	\$ 410,000	2.125%
2029	\$ 340,000	2.000%	2039	\$ 420,000	2.250%
2030	\$ 350,000	2.000%	2042	\$1,315,000	2.250%
2031	\$ 355,000	2.000%			

Section 3. 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” in such capacities. 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 in the years 2030 through 2042, inclusive, prior to and in any order of maturity on June 1, 2029, 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 Bond maturing on June 1, 2042 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2040 and June 1, 2041, 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>
2040	\$430,000
2041	\$440,000
2042	\$445,000 (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 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 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 June 1, 2022. 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. The issuance of the Bonds shall be recorded in the office of the City Treasurer, and the certificate on the back of each Bond shall be executed with the official manual or facsimile signature of the City Treasurer. 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 not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

All of the Bonds and the interest thereon, and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth herein (which additional obligations are hereinafter sometimes referred to as "Parity Obligations"), shall be payable solely from the Net Revenues of the Utility and the Sinking Fund hereinafter referred to, both of which are hereby pledged to the payment of the Bonds. The Bonds shall be a valid claim of the owners thereof only against said Net Revenues and Sinking Fund. None of the Bonds shall be a general obligation of the City, nor payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the Net Revenues of the Utility to be sufficient for the payment in whole or in part of the Bonds and the interest thereon.

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.

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 interest 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 interest 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 interests 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 **COUNTY OF STORY**
CITY OF HUXLEY

WATER REVENUE IMPROVEMENT AND REFUNDING BOND, SERIES 2021A

No. _____ \$ _____

RATE	MATURITY DATE	BOND DATE	CUSIP
_____ %	June 1, _____	November 30, 2021	44851B _____

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 June 1, 2022, 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 Water Revenue Improvement and Refunding Bonds, Series 2021A (the "Bonds") issued by the City to evidence its obligation under a certain Loan Agreement, dated as of November 30, 2021 (the "Loan Agreement") entered into by the City for the purpose of paying the cost, to that extent, of (1) planning, designing and constructing improvements and extensions to the Municipal Waterworks Utility System (the "Utility"); and (2) current refunding the Water Revenue Refunding Bonds, Series 2013B, dated April 30, 2013.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapter 384 of the Code of Iowa, 2021, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council 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 Bonds maturing on June 1 in each of the years 2030 through 2042, inclusive, prior to and in any order of maturity on June 1, 2029, 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 Bond maturing on June 1, 2042 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2040 and June 1, 2041, 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 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. 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.

The Bonds are not general obligations of the City but, together with any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues (as defined in the Resolution) of the Utility, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest hereon.

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, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

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 the City Clerk, all as of November 30, 2021.

CITY OF HUXLEY, IOWA

By _____
Mayor

Attest:

City Clerk

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

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

BOKF, N.A.
Lincoln, Nebraska
Registrar

Authorized Officer

STATE OF IOWA
COUNTY OF STORY
CITY OF HUXLEY

SS: CITY TREASURER'S CERTIFICATE

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of November 30, 2021.

(Facsimile Signature)
City Treasurer, Huxley, Iowa

STATEMENT OF INSURANCE

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to BOKF, N.A., Lincoln, Nebraska, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

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	_____
				(Custodian)
TEN ENT	-	as tenants by the entireties	As Custodian for	_____
TEN	-	as joint tenants with		(Minor)
		right of survivorship and	under Uniform Transfers to Minors Act	
		not as tenants in common	_____	(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(s) must be guaranteed by an eligible guarantor institution which is a member of 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 (\$7,516,707.60), including original issue premium (\$101,707.60) (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 received from the sale of the Bonds (\$6,890,000) shall be deposited in a dedicated fund (the “Project Fund”), which is hereby created, to be used for the payment of costs of the Project and to the extent that any such proceeds (the “Project Proceeds”) remain after the full payment of the costs of the Project, such Project Proceeds, shall be transferred to the Sinking Fund for the payment of interest on the Bonds.

A portion of the Loan Proceeds received from the sale of the Bonds (\$88,980) will be retained by the Underwriter as the Underwriter’s Discount.

A portion of the Loan Proceeds (\$115,000) received from the sale of the Bonds, in addition to funds on hand in the water revenue sinking fund for the Series 2013B Bonds (\$1,143.61), shall be deposited into a separate and segregated fund and used to carry out the Refunding within 90 days of November 30, 2021.

A portion of the Loan Proceeds (\$361,412.50), in addition to funds on hand in the debt service reserve fund for the Series 2013B Bonds (\$98,500), will be deposited in the Reserve Fund as referenced in Section 8 herein.

A portion of the Loan Proceeds (\$2,973.55) will be used for any lawful purpose of the City related to the Utility or its surplus.

A portion of the Loan Proceeds (\$20,877.55) will be used for paying the AGM bond insurance premium.

A portion of the Loan Proceeds (\$37,500) (the “Cost of Issuance Proceeds”) 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 Sinking 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. So long as any of the Bonds, or any additional obligations as may from time to time be issued payable from the same source as and ranking on a parity with the Bonds (hereinafter “Parity Obligations”) are outstanding, the City shall continue to maintain the Utility in good condition, and the Utility shall continue to be operated in an efficient manner and at a reasonable cost as a revenue producing undertaking. The City shall establish, impose, adjust and provide for the collection of rates to be charged to customers of the Utility, including the City, to produce gross revenues (hereinafter sometimes referred to as the “Gross Revenues”) at least

sufficient to pay the expenses of operation and maintenance of the Utility, which shall include salaries, wages, cost of maintenance and operation, materials, supplies, insurance, and all other items normally included under recognized accounting practices (but does not include allowances for depreciation in the valuation of physical property) (which such expenses are hereinafter sometimes referred to as the "Operating Expenses") and to leave a balance of net revenues (herein referred to as the "Net Revenues") equal to at least one hundred twenty percent (120%) of the amount of annual payments of principal of and interest on all of the Bonds and any Parity Obligations outstanding from time to time, as the same become due, and to maintain a reasonable reserve for the payment of such principal and interest, as hereinafter provided.

Section 8. From and after the issuance of the Bonds, and as long as the Bonds or any Parity Obligations are outstanding, the Gross Revenues of the Utility shall be set aside into a separate and special fund which is hereby established, to be known and hereinafter referred to as the "Water Revenue Fund." The Water Revenue Fund shall be used in maintaining and operating the Utility, and after payment of the Operating Expenses shall, to the extent hereinafter provided, be used to pay the principal of and interest on the Bonds and any Parity Obligations, and to create and maintain the several separate funds hereinafter established and in the following priority:

A. Operation and Maintenance Fund. There is hereby created and there shall be maintained, an account known as the Operation and Maintenance Fund. From and after the issuance of the Bonds and throughout the time any of the Bonds or Parity Obligations are outstanding there shall continue to be deposited into the Operation and Maintenance Fund each month an amount sufficient to meet the current Operating Expenses of the month plus an amount equal to 1/12th of Operating Expenses payable on an annual basis such as insurance. After the monthly deposit, further deposits may be made to the Operation and Maintenance Fund from the Revenue Fund to the extent necessary to pay current Operating Expenses accrued and payable to the extent that funds are not available in the Surplus Fund.

B. Sinking Fund. There is hereby created, and there shall be maintained, an account to be known as the "Water Revenue Sinking Fund" (herein referred to as the "Sinking Fund"), into which there shall be set aside from the future Net Revenues of the Utility such portion thereof as will be sufficient to pay the interest upon and principal of the Bonds as the same become due, and it is hereby determined that the minimum amount to be so set aside into the Sinking Fund from the Net Revenues during each month of each year shall be not less than as follows:

Commencing on December 1, 2021 and continuing to final maturity, an amount equal to 1/6th of the installment of interest coming due on the next succeeding interest payment date on the then outstanding Bonds. In addition, commencing on December 1, 2021 and continuing to May 1, 2022, an amount equal to 1/6th of the installment of principal coming due on such Bonds on June 1, 2022. Thereafter, commencing on June 1, 2022 and continuing to final maturity, an amount equal to 1/12th of the installment of principal coming due on such Bonds on the next succeeding principal payment date until the full amount of such installment is on deposit in the Sinking Fund;

provided, however, that no further payments need be made into the Sinking Fund when and so long as the amount therein is sufficient to retire the Bonds and any Parity Obligations then outstanding which are payable from the Sinking Fund and to pay all interest to become due thereon prior to such retirement, or if provision for such payment has been made.

If at any time there be a failure to pay into the Sinking Fund the full amount above stipulated, then an amount equivalent to the deficiency shall be paid into the Sinking Fund from the Net Revenues of the Utility as soon as available, and the same shall be in addition to the amount otherwise required to be so set apart and paid into the Sinking Fund.

C. Reserve Fund. There is hereby created, and shall be maintained, a special fund to be known and designated as the "Reserve Fund." There shall be created in the Reserve Fund a subaccount (the "Series 2021A Reserve Account") relating to the Bonds, and the minimum amount required to remain on deposit therein shall be and remain at \$459,912.50 (the "Series 2021A Required Reserve Account Balance"). The Series 2021A Required Reserve Account Balance is equal, as of the date of calculation, to the least of (i) ten percent of the principal amount of the Bonds, (ii) the maximum amount of principal and interest payable on the Bonds in the current or any future fiscal year, or (iii) 125% of the average debt service on the Bonds. Unless otherwise satisfied in adherence to the terms of the next succeeding paragraph, whenever the sum on deposit in the Series 2021A Reserve Account has been reduced to less than the Required Reserve Fund Balance by the expenditure of all or a portion of such funds in order to prevent or remedy a deficiency in the Sinking Fund, there shall be deposited into the Series 2021A Reserve Account in each month an amount equal to twenty-five percent (25%) of the amount required by this Resolution to be deposited into the Sinking Fund in such month. Such payments shall continue until such time as the sum on deposit in the Series 2021A Reserve Account shall be at least equal to the Series 2021A Required Reserve Account Balance.

All money credited to the Series 2021A Required Reserve Account Balance shall be used and is hereby pledged for the payment of the principal of and interest on the Bonds whenever for any reason the funds on deposit in the Sinking Fund are insufficient to pay such principal and interest when due. The amounts on deposit in the Series 2021A Reserve Account secure only the payment of principal of and interest on the Bonds and shall not secure any Parity Obligations

If and to whatever extent Parity Obligations shall be issued under the conditions set forth in this resolution, provision shall be made to create and maintain a reasonable reserve therefor, if so required by the purchaser of such Parity Obligations at the time of their issuance. The City may establish other subaccounts within the Reserve Fund upon the issuance of future Parity Obligations which are required to be secured by the Reserve Fund. The money deposited into the Revenue Fund shall be disbursed on a parity basis to make deposits into the various subaccounts of the Reserve Fund for all Parity Obligations secured thereby. The subaccounts in the Reserve Fund shall be segregated from all other funds, accounts and subaccounts established by any future resolution for Parity Obligations secured by the Reserve Fund, and each subaccount shall be segregated and shall not be commingled or pledged to any other Parity Obligations, if issued.

D. Improvement Fund. There is hereby created, and shall be maintained, a special fund to be known and designated as the Improvement Fund, into which there shall be set apart

and paid from legally available funds of the Utility at the time of the delivery of the Bonds the sum of \$300,000 (the "Required Improvement Fund Balance"). The Required Improvement Fund Balance shall remain at \$300,000. If and to whatever extent it may become necessary to use such funds for any of the purposes hereinafter specified, there shall be set apart and paid into the Improvement Fund from the balance of the Net Revenues remaining, after first making the required payments into the Sinking Fund and the required payments, if any, into the Reserve Fund, and after the Reserve Fund contains the Required Reserve Fund Balance, the sum of \$5,000 on the first day of each month of each year until such time as the Required Improvement Fund Balance has been restored. All money credited to the Improvement Fund shall be used and is hereby pledged solely and only for the following purposes and with the following priorities:

First, if for any reason there exists a deficiency in the Sinking Fund and provided sufficient amounts are not available in the Revenue Fund to pay such deficiency, there shall be paid into the Sinking Fund an amount equal to the deficiency from the amounts on deposit in the Improvement Fund.

Second, said money shall be transferred and credited to the Reserve Fund whenever any deficiency may exist in the Reserve Fund.

Third, not exceeding one half (1/2) of the amount required to be paid into the Improvement Fund each month may be pledged, set aside, used and applied to the payment of principal of and interest on subordinate revenue bonds issued to pay the cost of making necessary improvements and extensions to the Utility, provided there has first been procured and filed with the Utility the written opinion of a reputable consulting engineer employed by the Utility that the proposed improvements and extensions are required to insure the continued efficient and successful operation of the Utility.

Fourth, to pay for the cost of capital improvements and extensions to the Utility provided, however, that prior to the expenditure no deficiency exists in the amounts required to be paid into the Sinking Fund and the Reserve Fund, and there has first been procured and placed on file with the Utility the written opinion of a reputable consulting engineer employed by the Utility or the City that the proposed capital improvements and extensions are required to insure the continued efficient and successful operation of the Utility.

E. Subordinate Obligations. Money in the Water Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other obligations (the "Subordinate Obligations") which by their terms shall be payable from revenues of the Utility, but subordinate to the Bonds and Parity Obligations, and which have been issued for the purposes of extensions and improvements to the Utility. From time to time there may be established and maintained additional, subordinate sinking funds (the "Subordinate Debt Funds"), into which shall be deposited, after first making all required deposits into the Operation and Maintenance Fund, the Sinking Fund, the Reserve Fund and the Improvement Fund, sufficient sums to pay principal and interest requirements on the Subordinate Obligations.

F. Surplus Fund. There is hereby created, and shall be maintained, a special fund to be known and designated as the Surplus Fund into which there shall be set apart and paid all of the Net Revenues remaining after first making the required payments into the Operation and Maintenance Fund, the Sinking Fund, the Reserve Fund, the Improvement Fund and the Subordinate Debt Funds, if any, and after the Reserve Fund contains the Required Reserve Fund Balance and the Improvement Fund contains the Required Improvement Fund Balance. All money credited to the Surplus Fund shall be transferred and credited to the Sinking Fund whenever necessary to prevent or remedy a default in the payment of the principal of or interest on the Bonds and any Parity Obligations, or shall be transferred and credited to the Reserve Fund whenever any deficiency may exist in the Reserve Fund or shall be transferred and credited to the Improvement Fund whenever any deficiency may exist in the Improvement Fund.

As long as the Sinking Fund, the Reserve Fund and the Improvement Fund have the full amounts required to be deposited therein by this resolution, and the Subordinate Debt Funds have the full amount required under the terms of the Subordinate Obligations, any balance in the Surplus Fund may be made available to the City as the City Council, or such other duly constituted body as may then be charged with the operation of the Utility, may from time to time direct.

Section 9. All of such payments required to be made into any fund created or to be maintained under the terms of this resolution shall be made in equal monthly installments as hereinbefore provided on the first day of each month, except that when the first day of any month shall be a Sunday or legal holiday, then such payments shall be made on the next succeeding secular day, and all money held in any fund created or to be maintained under the terms of this resolution shall be deposited in lawful depositories of the City or invested in accordance with Chapters 12B and 12C of the Code of Iowa and continuously held and secured as provided by the laws of the State of Iowa relating to the depositing, securing, holding and investing of public funds. All interest received by the City as a result of investments under this section shall be deposited in or transferred to the Sinking Fund and used solely and only for the purposes specified herein for such fund.

Section 10. The City hereby covenants and agrees with the owner or owners of the Bonds and any Parity Obligations, or any of them, that may be outstanding from time to time, that it will faithfully and punctually perform all duties with reference to the Utility required and provided by the Constitution and laws of the State of Iowa, that it will segregate the Gross Revenues of the Utility and make application thereof in accordance with the provisions of this resolution and that it will not sell, lease or in any manner dispose of the Utility or any part thereof, including any and all extensions and additions that may be made thereto, until all of the Bonds and any Parity Obligations have been paid in full, both principal and interest, or unless and until provision shall have been made for the payment thereof in full, both principal and interest; provided, however, that the City may dispose of any property which in the judgment of the City Council, or the duly constituted body as may then be charged with the operation of the Utility, is no longer useful in the operation of the Utility nor essential to the continued operation thereof and when the sale thereof will not operate to reduce the revenues to be derived from the operation of the Utility.

Section 11. Upon a breach or default of a term of the Bonds or any Parity Obligations and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Division V of Chapter 384 of the Code of Iowa or an action may be brought to obtain the appointment of a receiver to take possession of and operate the Utility and to perform the duties required by this resolution and Division V of Chapter 384 of the Code of Iowa.

Section 12. The Bonds and any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Net Revenues of the Utility regardless of the time or times of the issuance of the Bonds or any Parity Obligations, it being the intention that there shall be no priority among the Bonds or Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times. The City hereby covenants and agrees that so long as any of the Bonds or any Parity Obligations are outstanding and unpaid, no bonds or other obligations payable from the Net Revenues of the Utility will be issued except upon the basis of such bonds or obligations being subject to the priority and security for payment of the Bonds or any Parity Obligations then outstanding; provided, however, that the City reserves the right and privilege of issuing Parity Obligations in order to pay the cost of improvements and extensions to the Utility or for refunding any bonds or obligations payable from the Net Revenues of the Utility, but only if the officially reported Net Revenues of the Utility for the last preceding fiscal year prior to the issuance of such Parity Obligations (with adjustments as hereinafter provided) were equal to at least 130% of the maximum amount of principal and interest that will become due in any subsequent year during the life of the Bonds and any then outstanding Parity Obligations for both the Bonds and any Parity Obligations then outstanding and the Parity Obligations then proposed to be issued.

The amount of Gross Revenues of the Utility shall be adjusted for the purpose of the foregoing computations by an independent consulting engineer or financial advisor, not a regular employee of the City or the Utility, so as to reflect any revision in the schedule of rates and charges being imposed at the time of the issuance of any such Parity Obligations.

Obligations issued to refund any of the Bonds or any Parity Obligations shall not be subject to the foregoing restrictions, provided the Bonds or any Parity Obligations being refunded shall be redeemed within three (3) months of the date of such refunding or the issuance of the refunding bonds will not cause an increase in the annual debt service requirements during the life of any of the Bonds or any Parity Obligations then outstanding which are not being refunded but otherwise any Parity Obligations shall only be issued subject to the restrictions of this resolution. The City reserves the right to issue additional obligations secured by and payable from the Net Revenues of the Utility, provided that such additional obligations shall be in all ways subject and subordinate to the rights vested in the Bonds and any Parity Obligations as may from time to time be and remain outstanding.

Section 13. The City agrees that so long as the Bonds or any Parity Obligations remain outstanding, it will maintain insurance for the benefit of the owners of the Bonds and any Parity Obligations on the insurable portions of the Utility of a kind and in an amount which usually would be carried by private companies or municipalities engaged in a similar type of business. The City will keep proper books of record and account, separate from all other records and accounts, showing the complete and correct entries of all transactions relating to the Utility, and

the owners of the Bonds or any Parity Obligations shall have the right at all reasonable times to inspect the Utility and all records, accounts and data relating thereto.

Section 14. The provisions of this resolution shall constitute a contract between the City and the owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind of the provisions of this resolution shall be made which will adversely affect the owners of the Bonds until all of the Bonds and the interest thereon shall have been paid in full, except as hereinafter provided.

The owners of a majority in principal amount of the Bonds and Parity Obligations at any time outstanding (not including in any case any obligations which may be then held or owned by or for the account of the City, but including such obligations as may be issued for the purpose of refunding any of the Bonds or any Parity Obligations if such obligations shall not then be owned by the City) shall have the right from time to time to consent to and approve the adoption by the City Council, or such other duly constituted body as may be then charged with the operation of the Utility, of a resolution or resolutions modifying or amending any of the terms or provisions contained in this resolution; provided, however, that this resolution may not be so modified or amended in such manner as to:

- a. make any change in the maturity or redemption terms of the Bonds or any Parity Obligations;
- b. make any change in the rate of interest borne by the Bonds or any Parity Obligations;
- c. reduce the amount of the principal payable on any Bonds or Parity Obligations;
- d. modify the terms of payment of principal of or interest on the Bonds or any Parity Obligations, or any of them, or impose any conditions with respect to such payment;
- e. affect the rights of the owners of less than all of the Bonds and any Parity Obligations then outstanding; or
- f. reduce the percentage of the principal amount of the Bonds and any Parity Obligations, the consent of the owners of which shall be required to effect a further modification.

Whenever the City shall propose to amend or modify this resolution under the provisions of this section, it shall cause notice of the proposed amendment to be sent by regular or electronic mail to each of the owners of the Bonds and any Parity Obligations at the addresses appearing on the registration books of the City. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Clerk.

If the owners of at least a majority in aggregate principal amount of the Bonds and any Parity Obligations outstanding at the time of the adoption of such amendatory resolution shall

have consented to and approved the adoption thereof as herein provided, no owner of any Bond or Parity Obligation shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Any consent given by the owners of a Bond or Parity Obligation pursuant to the provisions of this section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future owners of the same Bond or Parity Obligation during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the owner who gave such consent or by a successor in title, but such revocation shall not be effective if the owners of a majority in aggregate principal amount of the Bonds and Parity Obligations outstanding as in this section defined shall have, prior to the attempted revocation, consented to and approved the amendatory resolution referred to in such revocation.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the persons signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 15. 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 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 16. 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 the bonds, an underwriter has reasonably determined that the City or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis 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 17. Provisions Related to Bond Insurance. The following provisions shall govern, notwithstanding anything to the contrary set forth in this resolution.

(a) “Insurance Policy” shall be defined as follows: “the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Bonds when due”. “Insurer” shall be defined as follows: “Assured Guaranty Municipal Corp., a New York stock insurance company, or any successor thereto or assignee thereof”.

(b) The prior written consent of the Insurer shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Series 2021A Reserve Account, if any. Notwithstanding anything to the contrary set forth in the Resolution, amounts on deposit in the Series 2021A Reserve Account shall be applied solely to the payment of debt service due on the Bonds.

(c) The Insurer shall be deemed to be the sole holder of the Insured Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the Bonds insured by it are entitled to take pursuant to the Resolution pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Paying Agent. In furtherance thereof and as a term of this Resolution and each Bond, the Paying Agent and each Bondholder appoint the Insurer as their agent and attorney-in-fact and agree that the Insurer may at any time during the continuation of any proceeding by or against the City under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an “Insolvency Proceeding”) direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a “Claim”), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedes or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Paying Agent and each Bondholder delegate and assign to the Insurer, to the fullest extent permitted by law, the rights of the Paying Agent and each Bondholder in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. Remedies granted to the Bondholders shall expressly include mandamus.

(d) The security for the Bonds shall include a pledge of any agreement with any underlying obligor that is a source of payment for the Bonds and a default under any such agreement shall constitute a breach of this Resolution.

(e) The maturity of Bonds insured by the Insurer shall not be accelerated without the consent of the Insurer and in the event the maturity of the Bonds is accelerated, the Insurer may

elect, in its sole discretion, to pay accelerated principal, and interest accrued on such principal, to the date of acceleration (to the extent unpaid by the City) and the Paying Agent shall be required to accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided above, the Insurer's obligations under the Insurance Policy with respect to such Bonds shall be fully discharged.

(f) No grace period for a covenant default shall exceed 30 days or be extended for more than 60 days, without the prior written consent of the Insurer. No grace period shall be permitted for payment defaults.

(g) The Insurer shall be included as a third party beneficiary to this resolution.

(h) Upon the occurrence of an extraordinary optional, special or extraordinary mandatory redemption in part, the selection of Bonds to be redeemed shall be subject to the approval of the Insurer. The exercise of any provision of this resolution which permits the purchase of Bonds in lieu of redemption shall require the prior written approval of the Insurer if any Bond so purchased is not cancelled upon purchase.

(i) Any amendment, supplement, modification to, or waiver of, this resolution or any other transaction document, including any underlying security agreement (each a "Related Document"), that requires the consent of Bondowners or adversely affects the rights and interests of the Insurer shall be subject to the prior written consent of the Insurer.

(j) Unless the Insurer otherwise directs, upon the occurrence and continuance of a breach of the terms of this resolution, amounts on deposit in the Improvement Fund shall not be disbursed, but shall instead be applied to the payment of debt service or redemption price of the Bonds.

(k) The rights granted to the Insurer under this resolution or any other Related Document to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Bondholders and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the Bondowners or any other person is required in addition to the consent of the Insurer.

(l) Only (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Insurer, pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, or (5) subject to the prior written consent of the Insurer, securities eligible for "AAA" defeasance under then existing criteria of S & P or any combination thereof, shall be used to effect defeasance of the Bonds unless the Insurer otherwise approves.

To accomplish defeasance, the City shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Insurer (“Accountant”) verifying the sufficiency of the escrow established to pay the Bonds in full on the maturity or redemption date (“Verification”), (ii) an Escrow Deposit Agreement (which shall be acceptable in form and substance to the Insurer), (iii) an opinion of nationally recognized bond counsel to the effect that the Bonds are no longer “Outstanding” under this resolution and (iv) a certificate of discharge of the Paying Agent with respect to the Bonds; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the City, Paying Agent and Insurer. The Insurer shall be provided with final drafts of the above-referenced documentation not less than five business days prior to the funding of the escrow.

Bonds shall be deemed “Outstanding” under this resolution unless and until they are in fact paid and retired or the above criteria are met.

(m) Amounts paid by the Insurer under the Insurance Policy shall not be deemed paid for purposes of this resolution and the Bonds relating to such payments shall remain Outstanding and continue to be due and owing until paid by the City in accordance with the resolution. This resolution shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.

(n) Each of the City and Paying Agent covenant and agree to take such action (including, as applicable, filing of UCC financing statements and continuations thereof) as is necessary from time to time to preserve the priority of the pledge of the Trust Estate under applicable law.

(o) Claims Upon the Insurance Policy and Payments by and to the Insurer.

If, on the third Business Day prior to the related scheduled interest payment date or principal payment date (“Payment Date”) there is not on deposit with the Paying Agent, after making all transfers and deposits required under this resolution, moneys sufficient to pay the principal of and interest on the Bonds due on such Payment Date.

Date, the Paying Agent shall give notice to the Insurer and to its designated agent (if any) (the “Insurer's Fiscal Agent”) by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Bonds due on such Payment Date, the Paying Agent shall make a claim under the Insurance Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Bonds and the amount required to pay principal of the Bonds, confirmed in writing to the Insurer and the Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy.

The Paying Agent shall designate any portion of payment of principal on Bonds paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other

advancement of maturity, on its books as a reduction in the principal amount of Bonds registered to the then current Bondholder, whether DTC or its nominee or otherwise, and shall issue a replacement Bond to the Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Paying Agent's failure to so designate any payment or issue any replacement Bond shall have no effect on the amount of principal or interest payable by the Issuer on any Bond or the subrogation rights of the Insurer.

The Paying Agent shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Bond. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Paying Agent.

Upon payment of a claim under the Insurance Policy, the Paying Agent shall establish a separate special purpose trust account for the benefit of Bondholders referred to herein as the "Policy Payments Account" and over which the Paying Agent shall have exclusive control and sole right of withdrawal. The Paying Agent shall receive any amount paid under the Insurance Policy in trust on behalf of Bondholders and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Paying Agent to Bondholders in the same manner as principal and interest payments are to be made with respect to the Bonds under the sections hereof regarding payment of Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the Issuer agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy (the "Insurer Advances"); and (ii) interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"). "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The Issuer hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of the Net Revenues and payable from such Net Revenues on a parity with debt service due on the Bonds.

Funds held in the Policy Payments Account shall not be invested by the Paying Agent and may not be applied to satisfy any costs, expenses or liabilities of the Paying Agent. Any funds remaining in the Policy Payments Account following a Bond payment date shall promptly be remitted to the Insurer.

(p) The Insurer shall, to the extent it makes any payment of principal of or interest on the Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy (which subrogation rights shall also include the rights of

any such recipients in connection with any Insolvency Proceeding). Each obligation of the City to the Insurer under the Related Documents shall survive discharge or termination of such Related Documents.

(q) The City shall pay or reimburse the Insurer any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under this resolution or any other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, this resolution or any other Related Document whether or not executed or completed, or (iv) any litigation or other dispute in connection with this resolution or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this resolution or any other Related Document.

(r) After payment of reasonable expenses of the Paying Agent, the application of funds realized upon default shall be applied to the payment of expenses of the City or rebate only after the payment of past due and current debt service on the Bonds and amounts required to restore the Debt Service Reserve Fund to the Debt Service Reserve Requirement.

(s) The Insurer shall be entitled to pay principal or interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the City (as such terms are defined in the Insurance Policy) and any amounts due on the Bonds as a result of acceleration of the maturity thereof, whether or not the Insurer has received a Notice of Nonpayment (as such terms are defined in the Insurance Policy) or a claim upon the Insurance Policy.

(t) The notice address of the Insurer is: Assured Guaranty Municipal Corp., 1633 Broadway, New York, New York 10019, Attention: Managing Director – Surveillance, Re: Policy No. , Telephone: (212) 974-0100; Email: munidisclosure@agltd.com. (212) 339-3556. In each case in which notice or other communication refers to a breach of this resolution, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel and shall be marked to indicate “URGENT MATERIAL ENCLOSED.”

(u) The Insurer shall be provided with the following information by the City or Paying Agent, as the case may be:

(i) Annual audited financial statements within 210 days after the end of the City's fiscal year (together with a certification of the City that it is not aware of any default or Event of Default under this resolution), and the City's annual budget within 30 days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time;

(ii) Notice of any draw upon the Reserve Account within two Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the required

amount to be retained therein and (ii) withdrawals in connection with a refunding of Bonds;

(iii) Notice of any default or breach known to the Paying Agent or City within five Business Days after knowledge thereof;

(iv) Prior notice of the advance refunding or redemption of any of the Bonds, including the principal amount, maturities and CUSIP numbers thereof;

(v) Notice of the resignation or removal of the Paying Agent and Bond Registrar and the appointment of, and acceptance of duties by, any successor thereto;

(vi) Notice of the commencement of any proceeding by or against the City commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");

(vii) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Bonds;

(viii) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents; and

(ix) All reports, notices and correspondence to be delivered to Bondholders under the terms of the Related Documents.

In addition, to the extent that the City has entered into a continuing disclosure agreement, covenant or undertaking with respect to the Bonds, all information furnished pursuant to such agreements shall also be provided to the Insurer, simultaneously with the furnishing of such information.

(v) The Insurer shall have the right to receive such additional information as it may reasonably request.

(w) The City will permit the Insurer to discuss the affairs, finances and accounts of the City or any information the Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the City and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the City on any business day upon reasonable prior notice.

(x) The City shall notify the Insurer of any failure of the City to provide notices, certificates and other information under the transaction documents.

(y) Notwithstanding satisfaction of the other conditions to the issuance of additional bonds or obligations set forth in this resolution, no such issuance may occur (1) if a breach of this resolution exists unless such default shall be cured upon such issuance and (2) unless the Reserve Account is fully funded at its full requirement (including the proposed issue) upon the

issuance of such additional bonds or obligations, in either case unless otherwise permitted by the Insurer.

(z) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under this resolution would adversely affect the security for the Bonds or the rights of the Bondholders, the Paying Agent shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Insurance Policy.

(aa) No contract shall be entered into or any action taken by which the rights of the Insurer or security for or sources of payment of the Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Insurer.

(bb) If the Bonds are issued for refunding purposes, there shall be delivered an opinion of Bond Counsel addressed to the Insurer (or a reliance letter relating thereto), or a certificate of discharge of the Paying Agent for the Refunded Bonds, to the effect that, upon the making of the required deposit to the escrow, the legal defeasance of the Refunded Bonds shall have occurred.

Section 18. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 19. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 20. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved November 9, 2021.

Mayor

Attest:

City Clerk

• • • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF STORY
CITY OF HUXLEY

SS:

I, the undersigned, do hereby certify that I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the authorization and approval of a certain Loan Agreement and the issuance of \$7,415,000 Water Revenue Improvement and Refunding Bonds, Series 2021A of the City evidencing the City's obligation under the Loan Agreement 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 with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Loan Agreement or to issue the Bonds.

WITNESS MY HAND this ____ day of _____, 2021.

City Clerk

STATE OF IOWA
COUNTY OF STORY
CITY OF HUXLEY

SS:

I, the undersigned, City Clerk of the City of Huxley, do hereby certify that the City did heretofore establish a Municipal Waterworks Utility System (hereinafter referred to as the "Utility") prior to January 1, 1961, that the management and control of the Utility are vested in the City Council of the City, and that no board of trustees exists which has any part of the control and management of such Utility.

I further certify that there is not pending or threatened any question or litigation whatsoever touching the establishment, improvement or operation of such Utility and that there are no bonds or other obligations of any kind now outstanding which are payable from or constitute a lien upon the revenues derived from the operation of such Utility, except for the Bonds currently being issued by the City and those being refunded thereby.

WITNESS MY HAND this _____ day of _____, 2021.

City Clerk

MINUTES TO PROVIDE FOR THE
ISSUANCE OF BONDS

(Issuance-Revenue)

419996-62

Huxley, Iowa

November 9, 2021

The City Council of the City of Huxley, Iowa, met on November 9, 2021, at _____
o'clock ____ .m., at the _____, Huxley, Iowa.

The Mayor presided and the roll was called showing the following members of the City
Council present and absent:

Present: _____

Absent: _____.

After due consideration and discussion, Council Member _____
introduced the following resolution and moved its adoption, seconded by Council Member
_____. The Mayor put the question upon the adoption of said resolution,
and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

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

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 \$7,415,000 Water Revenue Improvement and Refunding Bonds, Series 2021A (the “Bonds”), dated November 30, 2021. The Bonds are being issued pursuant to a resolution of the Issuer approved on November 9, 2021 (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 2020-2021 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:

Operating Data of the Utility
Coverage Ratio Analysis

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: November 30, 2021

CITY OF HUXLEY, IOWA

By _____
Mayor

Attest:

By _____
City Clerk

LOAN AGREEMENT

This Loan Agreement is entered into as of November 30, 2021, by and between the City of Huxley, Iowa (the "City") and Northland Securities, Inc., Minneapolis, Minnesota (the "Purchaser"). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$7,415,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of Water Revenue Improvement and Refunding Bonds, Series 2021A, in the aggregate principal amount of \$7,415,000 (the "Bonds").

2. The City has adopted a resolution on November 9, 2021 (the "Resolution") authorizing and approving this Loan Agreement and providing for the issuance and securing the payment of the Bonds, the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The Bonds and the interest thereon, together with any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the Resolution, shall be payable solely and only from the Net Revenues (as defined in the Resolution) of the City's Municipal Waterworks Utility System, a sufficient portion of which has been ordered set aside and pledged for such purpose under the provisions of the Resolution, and from certain funds established in the Resolution and pledged to the payment thereof.

3. The loan proceeds (the "Loan Proceeds") shall be used for the purposes set forth in the Resolution. Any remaining Loan Proceeds, including accrued interest, if any, shall be deposited in the Sinking Fund (as defined in the Resolution) and shall be held therein and used, along with other amounts on deposit in such fund, to pay interest due on the Bonds as the same comes due.

4. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or on behalf of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Bonds shall be dated November 30, 2021, 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.

5. Neither this Loan Agreement nor any of the Bonds shall constitute a general obligation of the City, nor be payable by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the aforesaid Net Revenues to be sufficient to pay the Bonds and the interest thereon or to otherwise discharge the City's obligation hereunder.

6. 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 _____
(Signature)

(Print Name and Title)

PAYING AGENT AND REGISTRAR AGREEMENT

This Agreement is made and entered into as of November 30, 2021, 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 \$7,415,000 of its Water Revenue Improvement and Refunding Bonds, Series 2021A, dated November 30, 2021 (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.



MEMORANDUM

To: Honorable Mayor Kevin Deaton & City Council
From: Heather Denger
Date: 10/11/21
Re: Parks & Recreation September/October 2021 Department Report

3C's Update

- Membership Update

	12 Month Memberships	6 Month Memberships	3 Month Memberships	EFT Bank Memberships	Total Active Memberships
2021	275	41	2	53	371
2020	320	54	5	57	436
2019	323	78	1	66	468
2018	298	65	0	72	435

- There were 1,108 total visits to the Citizens Community Center during September 2021.
- CIRL Youth Volleyball ended last week. We had 4 teams in 3/4th grade and 4 teams in 5/6th grade. Total participants 67.
- CIRL Flag Football (1st-6th graders) ends this week. There are 4 1/2nd grade teams, 2 3/4th grade teams and 1 5/6th grade team. Total participants 68.
- Youth Soccer is currently happening. There are six 3-4 year old teams and eight 5-6 year old teams and 4 7-8 year old teams. Total participants 149.
- There have been no Lunch and Learns since COVID.

Parks & Recreation Board Update

- Our October park board meeting is Monday, October 4th at 6pm in Council Chambers.
- Park Board is working on Turkey Trot combined with Fall Festival this year.
 - Saturday, November 13th 10am Turkey Trot, 10:30a-12:30p Fall Festival
 - Held at Centennial Park.
 - Carnival theme. Event sponsored by Pitts Lawn Service, Hokel Realty and Edward Jones.
- Park Board is working on being proactive in our youth sports by having a parent/child conduct agreement prior to participation in any program.
- Huxley Parks and Recreation will now be doing background checks on our coach volunteers.
- Discussed potential BMX track on portion of new Park area in Westview Heights
- Continued work on Splash Pad planning and CIP.



Tree Board Update

- Tree Board did their planting at Nord Kalsem park with the help of Boy Scouts and Modern Woodsmen on Saturday, September 25th.
 - Planted 18 trees and did landscaping around Nord Kalsem sign.
 - Grant awarded for nearly \$1,100 from Iowa Department of Natural Resources
- Tree Board will be meeting again Monday, October 18th



Huxley Fire and Rescue

104 Railway
Huxley, Iowa 50124

October 2021 Report Huxley Fire Rescue Promote Trust, Service Before Self, Positive Solutions

-In 2021 Huxley Fire & Rescue has responded to 392 calls for service, 36 of those were in the month of October.

-Huxley EMS First Responders were dispatched to 28 calls in October.

-Huxley Ambulance #731 responded to 9 calls in October.

-Huxley Fire responded to 3 calls in October.

-Huxley has been responded to Kelley for 23 calls since May 2021

-Mutual Aid (included in totals above)

-EMS/First Responder calls to Slater

-EMS/Medical Assist, 700 Linn St. 10/01/2021

-EMS/Ambulance, 208 1st Ave. N. 10/12/2021

-EMS/Medical Assist, 700 Linn St. 10/22/2021

-EMS/Ambulance, 608 1st Ave. N. 10/24/2021

-EMS/First Responder calls to Kelley

-EMS/Medical Assist, 2343 230th St. 10-02-2021

-EMS/Ambulance Call to Cambridge

- EMS/Ambulance, I-35 MM 102, 10-17-2021

October 2021 Public Works Monthly Staff Report

Staff are still mowing and doing general street work, but we are starting to get things in order for another winter season that will be in season in the next month or so. Staff will be getting winter equipment maintained and ready to go just in case we have a surprise event.

We did a final walk thru on East first street with the contractors and generated one more punch list of items that still need to be corrected before we can final the project out. We hope the items can be completed in the next two weeks.

Working with Alliant gas project to button up items before winter sets in. We still have several sidewalks that need installed and some restoration in yards and right of ways that need to be completed before we let them wrap up for this summer.

Working on budgets and CIP items with Administration.

Reviewing and commenting on code revisions.

Inspecting and reviewing completion of site plans that are currently in progress and starting.

Worked with engineering on all the related water treatment and well expansion projects.

Jake Hermanson and Jake Hanks attend a one-day utility line locating workshop in Des Moines.

Working with contractors on the water treatment plant expansion and well field expansion.

Staff Installed 250' of secondary storm sewer on N 2nd Ave with four sump pump connections for the property owners to connect too.

Did some street patching on Timberlane.

Poured sidewalk on E 1st project and at the railroad park.

Tour out and replaced sidewalk to the park from Larson due to severe cracking and settling.

Got plans out for bid on the 20/21 street projects and took questions from contractors before bids were received.

Inventoried sidewalks and sent out sidewalk repair letters to those properties that need repaired.

Inventoried trees hanging over streets and sidewalks that are not meeting the code and sent out letters to the properties that were out of compliance that need to be trimmed.

Held a tree branch drop off day the 16th with about 10 pick-up truck loads of branches that were dropped off.

Working on getting all secondary storm sewers updated on our storm sewer map.

Wastewater

New camera trailer has been working great. We just went through a two-day training with Rapidview to learn the ins and outs of the camera system. Our old camera trailer has been posted to Govdeals to be sold hopefully by the end of the month if the reserve can be met.

We are almost finished with painting around the plant. We still need the clarifier channel repainted and need to look into having the metal pieces inside the clarifier painted as well.

Our new mower has been working well. We still have an intern who comes in a few times a week and he has been doing the mowing and some of the tedious work we don't have time for.

AJ has been in close communication with CMC. They are working toward correcting all their issues we had stated in our letter. AJ is hoping to have all of this tidied up soon.

Plant has been performing well. Biosolids holding tanks will be hauled again for our regular yearly sludge hauling in the next couple weeks.

We are still waiting on UV bulbs and sleeves which we ordered several months ago. We have several bulbs that are not working but so far, we have not run into any violation issues with the IDNR.

We have had a few other operational items on order like PH probe sensor caps, these are an essential time saving piece because we now have to read these manually daily. We are hoping they will ship soon.

AJ called out the dialer rep. to get the bottom of why we were having so many issues with the new dialers, he stated they switched service companies and they are working out the kinks in the system. Since that phone call we have had little to no issues with the dialers.

We had our incubator fail on us and we have replaced it with a new unit as the old one could not be repaired and was almost 25 years old. This is an expensive piece of equipment but is required for lab testing. Our new unit is performing well.

We ordered the replacement HVAC for our headworks building but they are saying it could be 8-10 weeks before they see it. Hoping to have this done before it gets too cold.

AJ has submitted everything for our permit renewal, we hope to hear something on this within the next couple months.

Staff is working on our lab certification papers now which we hope to have sent out soon.

AJ has all the bids for the liner projects on W 3rd and E 5th. He hopes to have this to council as soon as he can.

We had to have Caterpillar come out for a heating issue on our generator at the plant. He found a tripped breaker and some other small issues. We are going to monitor the generator and fix the issues he discussed.

Water

In the month of September, the Huxley Water Plant treated 10,277,000 gallons of water. A maximum of 460,000 gallons of water per day, a minimum of 232,000 gallons per day, and average daily treated water of 343,000 gallons per day.

The water mains for DZ Condos and Scooter's coffee shop have past Bac-t testing, pressure tests and have been put into service. The sanitary at DZ Condos has past pressure test, vacuum test, and mandrel test also, it still needs to be videoed. The 4-inch water main going to the Manatt's plant has been capped and abandoned, the service lines on that main were re-tapped on the 12-inch main across the street. The landing site still need to preform the necessary testing on the sanitary sewer main and manholes before we can accept the final plat.

Alliant Energy is starting the last phase for this year's gas line replacement project and they plan on wrapping it up by November 15. The complaints have been minimal and Keith did help them repair a service line that got hit on North second avenue and the homeowner was very understanding.

Keith has finished cleaning the exterior of the ground storage tank this past month with high pressure water, the tank looks good, but it is starting to show surface rust it will need to be blasted and repainted inside and out in the next year or two.

We will start flushing fire hydrants next week hopefully the weather cooperates. We normally do this in April and October while water consumption is low.

Keith has gone through our aged water meter reports to try and find the ones that are 15 years and older some of the hard copies are missing so we will have to physically check them to see how many gallons are on these meters and if they need to be changed out.

The City's water meter reading equipment is no longer going to be supported after the end of December and is outdated and there is a company that will do comprehensive coverage on the equipment and it is expensive. Keith is looking into what updating the equipment will cost.

Jeff Peterson PWD

City of Huxley
Huxley Police Department
Report for October 2021

October 1st, 2021 8:56 PM

Officer stopped a vehicle for a traffic violation at the 100 block of Deerwood. The driver of the vehicle had his driving privileges revoked by the Department of Transportation. He was arrested for Driving while Revoked and transported to the Story County Jail.

October 2nd, 2021 11:56 AM

Officer responded to a theft complaint at a business located in the Ballard Plaza. A package was signed for by an unknown party and taken from the business. Video has been gathered and investigation is ongoing.

October 4th, 2021 5:12 PM

Officer responded to a domestic altercation in a moving vehicle on Interstate 35. The vehicle was located at Kum and Go. The male half of the altercation was arrested for Domestic Assault and transported to the Story County Jail in Nevada.

October 4th, 2021 5:30 PM

Officer was called to the 200 block of Railway for a harassment / trespass issue between juvenile parties. Parents were contacted and able to sort out the issue with no further officer involvement.

October 5th, 2021 6:50 AM

Officer responded to a two vehicle accident on West 4th near 570th. No injuries to either party.

October 5th, 2021 9:21 AM

Officer responded to a truancy issue at the 300 block of E 5th Street. The officer located the student and who was compelled to attend class by the officer.

October 6th, 2021 9:13 AM

Officer received a harassment complaint that stemmed from a previous altercation at the Ballard Football Field. Contact was made with the involved parties, and all agreed to stop the behavior in order to avoid future police attention.

October 6th, 2021 11:23 PM

Officers responded to a fire at the 200 block of N 3rd Ave. A Huxley resident was transported to the hospital from the scene.

October 7th, 2021 8:15 AM

Officer responded to a domestic altercation at the 500 block of E 1st Street. The altercation was verbal. It was discovered through the course of the investigation that the male half was wanted for unrelated charges in Story County. He was taken into custody and transported to the Story County Jail in Nevada.

October 8th, 2021 7:40 AM

Officer responded to a two vehicle accident near Highway 210 and Highway 69. No injuries.

October 9th, 2021 10:10 PM

Officer assisted Cambridge Fire with a possible anhydrous leak.

October 9th, 2021 10:32 PM

Officer responded to an out of control juvenile call at the 600 block of Park.

October 10th, 2021 3:56 PM

Officer served an arrest warrant at the 100 block of Deerwood. The Huxley resident was transported to the Story County Jail in Nevada.

October 11th, 2021 11:27 PM

Officer responded to a car vs. deer accident on 560th, near Sandcherry.

October 12th, 2021 5:32 PM

Officer responded to a domestic altercation at the 100 block of Oak Blvd. The altercation was verbal, and one half of the couple elected to stay with a friend for the remainder of the night.

October 13th, 2021 6:11 AM

Officer stopped a vehicle for a traffic violation on 585th Ave. The driver of the vehicle had a warrant for his arrest out of Polk County. He was taken into custody and transported to the Story County Jail.

October 13th, 2021 7:15 AM

Officer responded to a car vs deer accident on Highway 69 near 306th Lane.

October 13th, 2021 7:58 AM

Officer responded to a truancy issue at the 600 block of E 4th Street. The officer made contact with the juvenile and transported him to school.

October 15th, 2021 3:06 PM

Officer responded to an out of control juvenile at the 600 block of E 4th Street. The juvenile was referred to juvenile court for assault.

October 15th, 2021 11:31 PM

Officer stopped a vehicle for a traffic violation on Highway 69 near Campus Drive. The driver of the vehicle, a Springfield, MO man, was arrested for OWI. He was transported to the Story County Jail in Nevada.

October 16th, 2021 4:06 PM

Officer responded to a single vehicle accident at the 104 Mile Marker of Interstate 35 northbound. No injuries.

October 18th, 2021 11:15 PM

Officer served an arrest warrant at the 100 block of River Street.

October 19th, 2021 7:53 AM

Officer responded to a two vehicle accident on Highway 210 near Interstate 35. No injuries to either party.

October 19th, 2021 7:32 PM

Officer responded to a car vs deer accident on E 1st Street near Sandcherry. No injuries to the driver, vehicle was able to drive from the scene.

October 20th, 2021 5:43 AM

Officer responded to a car vs deer accident on 4th street near River. No injuries.

October 22nd, 2021 5:41 PM

Officer received a complaint of an assault that took place at the Ballard Middle School. Investigation ongoing.

October 22nd, 2021 11:33 PM

Officer responded to a single vehicle accident in the Ballard High School lot. A vehicle struck a pole in the lot causing injuries to a passenger. The passenger was transported to the hospital for treatment.

October 23rd, 2021 8:43 PM

Officer stopped a vehicle for a traffic violation at the 100 block of Oak Blvd. The driver of the vehicle was revoked from driving by the DOT. He was charged with Driving While Revoked and transported to the Story County Jail in Nevada.

October 25th, 2021 8:26 AM

Officer received a complaint of a counterfeit \$100 bill used at a business at the 100 block of Highway 69. The suspect has been identified and the investigation is ongoing.

October 27th, 2021 7:53 AM

Officer responded to a two vehicle accident at the Ballard high School. No injuries.

October 27th, 2021 10:59 AM

Officer received a theft report at the 600 block of Highway 69. A dirt bike was taken from behind a business. Investigation ongoing.

October 27th, 2021 3:48 PM

Officer responded to a two vehicle accident in the parking lot of the Ballard Plaza. No injuries.

October 30th, 2021 6:30 AM

Officer responded to a car vs deer accident on Interstate 35 northbound near the 104 Mile Marker.

October 31st, 2021 11:11 AM

Officer received a Criminal Mischief complaint at the 100 block of Majestic Oak. A motorcycle was keyed and several other pieces of property were defaced and damaged. Investigation ongoing.

October 31st, 2021 3:28 PM

Officer responded to the 100 block of National Drive for a report of a vehicle that has been struck several times in the previous months.

October 31st, 2021 4:02 PM

Officer responded to a domestic altercation at the 600 block of Maple. Upon officer arrival, the suspect had fled the scene. Arrest warrants were created for a Brooklyn, IA man for Burglary and Assault causing bodily injury.

Gerry Stoll

Chief of Police

City of Cambridge
Huxley Police Department
Report for October 2021

October 5th, 2021 6:50 AM

Officer responded to a two vehicle accident on West 4th near 570th. No injuries to either party.

October 9th, 2021 10:10 PM

Officer assisted Cambridge Fire with a possible anhydrous leak.

October 9th, 2021 10:32 PM

Officer responded to an out of control juvenile call at the 600 block of Park.

October 13th, 2021 6:11 AM

Officer stopped a vehicle for a traffic violation on 585th Ave. The driver of the vehicle had a warrant for his arrest out of Polk County. He was taken into custody and transported to the Story County Jail.

October 18th, 2021 11:15 PM

Officer served an arrest warrant at the 100 block of River Street.

October 20th, 2021 5:43 AM

Officer responded to a car vs deer accident on 4th street near River. No injuries.

Gerry Stoll

Chief of Police

Calls For Service by Nature

Code

Huxley Police

ANIMAL CALL	Number of CFS:	22	Percentage of Total:	4.33%
ATTEMPT TO LOCATE	Number of CFS:	1	Percentage of Total:	0.20%
BUSINESS SECURITY CHECK	Number of CFS:	63	Percentage of Total:	12.40%
CHEMICAL SPILL/ODOR	Number of CFS:	1	Percentage of Total:	0.20%
CITY CODE ENFORCEMENT	Number of CFS:	8	Percentage of Total:	1.57%
CIVIL MATTER	Number of CFS:	4	Percentage of Total:	0.79%
CRIME FREE HOUSING CHECK	Number of CFS:	6	Percentage of Total:	1.18%
DISTURBANCE & NOISE PARTY	Number of CFS:	5	Percentage of Total:	0.98%
DOMESTIC DISPUTE	Number of CFS:	6	Percentage of Total:	1.18%
EQUIPMENT/SIGN MALFUNCTION	Number of CFS:	1	Percentage of Total:	0.20%
EXTRA PATROL	Number of CFS:	2	Percentage of Total:	0.39%
FINGER PRINTING	Number of CFS:	11	Percentage of Total:	2.17%
FIRE ALARM	Number of CFS:	2	Percentage of Total:	0.39%
FOLLOW UP	Number of CFS:	8	Percentage of Total:	1.57%
GENERAL ALARM BANK / RESIDENTI	Number of CFS:	4	Percentage of Total:	0.79%
GENERAL INFO/COMPLAINT/ASSIST	Number of CFS:	27	Percentage of Total:	5.31%
HARASSMENT	Number of CFS:	3	Percentage of Total:	0.59%
JUVENILE TROUBLE	Number of CFS:	5	Percentage of Total:	0.98%
LAW DEPARTMENT ASSIST	Number of CFS:	6	Percentage of Total:	1.18%
LOST OR FOUND PROPERTY	Number of CFS:	1	Percentage of Total:	0.20%
MEDICAL ASSIST/AMBULANCE CALL	Number of CFS:	16	Percentage of Total:	3.15%
MISSING PERSON / RUNAWAY	Number of CFS:	2	Percentage of Total:	0.39%
MOTOR VEH CRASH / INJURY	Number of CFS:	1	Percentage of Total:	0.20%
MOTOR VEH CRASH / MINOR INJURY	Number of CFS:	1	Percentage of Total:	0.20%
MOTOR VEH CRASH/PROP DAMAGE	Number of CFS:	14	Percentage of Total:	2.76%
MOTORIST ASSISTANCE	Number of CFS:	9	Percentage of Total:	1.77%
OPEN DOOR	Number of CFS:	2	Percentage of Total:	0.39%
OUTREACH	Number of CFS:	2	Percentage of Total:	0.39%
PARKING ENFORCEMENT/COMPLAINT	Number of CFS:	5	Percentage of Total:	0.98%
POSSESSION UNDERAGE	Number of CFS:	3	Percentage of Total:	0.59%
RECKLESS DRIVER	Number of CFS:	17	Percentage of Total:	3.35%
REPOSSESSION	Number of CFS:	1	Percentage of Total:	0.20%
RESIDENCE CHECK	Number of CFS:	2	Percentage of Total:	0.39%
SALVAGE VEHICLE INSPECTION	Number of CFS:	24	Percentage of Total:	4.72%
SCAM	Number of CFS:	1	Percentage of Total:	0.20%
SUSPICIOUS PERSON/VEH/ACTIVITY	Number of CFS:	12	Percentage of Total:	2.36%
THEFT / FRAUD / FORGERY	Number of CFS:	1	Percentage of Total:	0.20%

THEFT OF MOTOR VEHICLE	Number of CFS:	1	Percentage of Total:	0.20%
TRAFFIC HAZARD	Number of CFS:	7	Percentage of Total:	1.38%
TRAFFIC STOP / ENFORCEMENT	Number of CFS:	184	Percentage of Total:	36.22%
TRANSPORTING SUBJECT/PRISONER	Number of CFS:	1	Percentage of Total:	0.20%
TRUANCY	Number of CFS:	1	Percentage of Total:	0.20%
VANDALISM / CRIMINAL MISCHIEF	Number of CFS:	2	Percentage of Total:	0.39%
VEHICLE FIRE	Number of CFS:	1	Percentage of Total:	0.20%
VEHICLE UNLOCK	Number of CFS:	1	Percentage of Total:	0.20%
WARRANT SERVICE	Number of CFS:	2	Percentage of Total:	0.39%
WELFARE CHECK	Number of CFS:	9	Percentage of Total:	1.77%

Total CFS:	508
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Percentage of CFS by Nature Code

