

CITY OF HUXLEY

TUESDAY – JUNE 27, 2017 – HUXLEY CITY HALL

CITY COUNCIL MEETING – 6:00 PM

PUBLIC NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF HUXLEY, IOWA, WILL MEET AT THE HUXLEY CITY HALL 515 N. MAIN AVE., HUXLEY, IOWA, FOR THEIR REGULAR COUNCIL MEETING AT 6:00 PM ON TUESDAY THE 27TH DAY OF JUNE, 2017 TO DISCUSS THE MATTERS ENUMERATED IN THE AGENDA LISTED BELOW.

ROLL CALL – QUORUM PRESENT

- 1.00) COMMENTS FROM THE PUBLIC AND RECEIVING OF PETITIONS AND/OR WRITTEN COMMUNICATIONS TO THE CITY COUNCIL ON AGENDA AND NONAGENDA ITEMS.
- 2.00) PRESENTATION(S): SUSAN MOORE --- 326 WEST 3RD
- 3.00) PROCLAMATION(S): NONE
- 4.00) CONSENT AGENDA:

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

- 4.01) TO APPROVE THE MINUTES FROM THE FOLLOWING MEETINGS:
June 13, 2017 -- Regular Council Meeting and Worksession
- 4.02) TO APPROVE FINANCIAL REPORTS AND PAYMENT OF BILLS.
- 4.03) TO APPROVE BEER, WINE AND LIQUOR LICENSES, CIGARETTE PERMITS/ RENEWALS.
- 5.00) PUBLIC HEARING(S): NONE

AGENDA ITEMS:

- 6.00) COMMUNITY BETTERMENT:
 - 6.01) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 17-043 ON SETTING PUBLIC HEARING DATE ON PROPOSED DEVELOPMENT AGREEMENT WITH PRO COMMERCIAL, LLC.
 - 6.02) DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 17-044 ON APPROVING CONTRACT RENEWAL WITH THE AMES ECONOMIC DEVELOPMENT COMMISSION.
- 7.00) PUBLIC SAFETY:
 - 7.01) DISCUSSION AND POSSIBLE ACTION ON MOTION APPROVING WAGE ADJUSTEMENTS FOR PART-TIME POLICE OFFICERS.
- 8.00) FINANCE: NONE
- 9.00) LEISURE ACTIVITIES: NONE

10.00) ADMINISTRATIVE BUSINESS:

- 10.01)** DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 17-045 APPROVING AMENDED JOB DESCRIPTIONS FOR THE ADMINISTRATION DEPARTMENT.
- 10.02)** DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 17-046 ON SETTING THE SALARIES FOR FY 2018 AND ESTABLISHING EFFECTIVE DATE.
- 10.03)** DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 17-047 ON GIVING NOTICE TO THE BALLARD COMMUNITY SCHOOL DISTRICT.

COMMENTS FROM STAFF, COUNCIL AND MAYOR.

ADJOURNMENT

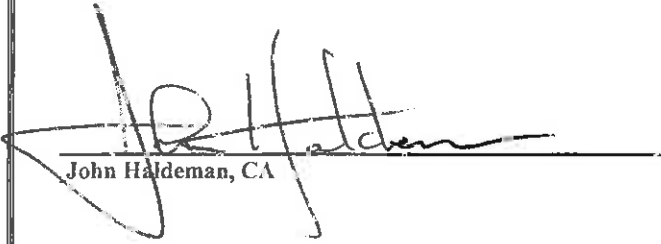
THIS NOTICE IS HEREBY GIVEN AT LEAST 24 HOURS PRIOR TO THE COMMENCEMENT OF THE MEETING SPECIFIED ABOVE. THIS WAS DONE BY ADVISING THE NEWS MEDIA WHO HAVE FILED A REQUEST FOR NOTICE AND BY POSTING THE NOTICE ON THE WINDOW IN THE LOBBY AREA IN CITY HALL THAT IS ACCESSIBLE AND VIEWABLE TO THE PUBLIC. THIS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

WORKSESSION:

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

DISCUSSION TOPICS; THAT THE FOLLOWING TOPICS ARE SUGGESTED AND THEY DO NOT REFLECT ALL POSSIBLE ITEMS THAT COULD BE DISCUSSED OR NOT. THE LISTING BELOW DOES NOT NECESSARILY REFLECT THE ORDER IN WHICH THE ITEMS WILL BE DISCUSSED OR IF THEY WOULD BE DISCUSSED AT THIS MEETING. NO ACTION WILL BE TAKEN ON ANY OF THE ITEMS AND THE LIST MAY CHANGE PRIOR TO OR AT THE MEETING.

- 1.) Development and Zoning
- 2.) CIP and Financing
- 3.) Miscellaneous



John Haldeman, CA

CONSENT AGENDA

Huxley City Council Minutes

Tuesday, June 13, 2017

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

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

COUNCIL MEMBERS PRESENT: Jensen, Deaton, Roberts, Hemmen; absent - Kuhn

CITY STAFF PRESENT: John Haldeman-City Administrator, Jolene Lettow-City Clerk, Jeff Peterson-Public Works Director, Mark Pote – Police Chief

GUESTS PRESENT: Keith Morgan, Story County Emergency Management

PROCLAMATION: Mayor read proclamation declaring June as National Affordable Housing Month.

CONSENT AGENDA:

MOTION-Deaton, Second - Hemmen to Approve All Agenda Items as Listed.

- Approve May 23, 2017 Regular Council Meeting & Work Session Minutes
- Approve Financial Reports and Payment of Bills
- Approve Tobacco Permit for Dollar General
- Approve Liquor License for Casey's
- Approve Application for Domestic Chickens

Roll Call: Deaton, Hemmen, Roberts voted yes; Jensen abstained. Motion Carried

Claims:

| | | |
|----------------------------|--------------------------------|------------|
| ADVANTAGE HOMES | BUILDING PERMIT DEPOSIT REFUND | 500.00 |
| AFLAC | AFLAC | 189.26 |
| ALAN RAHE | BASKETBALL LEAGUE OFFICIAL | 125.00 |
| ALLIANT ENERGY | GAS AND ELECTRIC | 7,760.76 |
| ANKENY SANITATION | CENTENNIAL PARK | 293.34 |
| ARNOLD MOTOR SUPPLY | FIX BRAKES ON PARKS TRUCK | 34.16 |
| AVESIS INCORPORATED | VISION INS | 301.25 |
| BAKER GROUP | MAINT AGREEMENT | 7,565.00 |
| BOLAND RECREATION | PLAYGROUND AT NORD KALSEM | 78,500.00 |
| BOUND TREE MEDICAL | MEDICAL SUPPLIES | 3,304.43 |
| BREON HARVEY-VANLOO | YOUTH SOCCER OFFICIAL | 180.00 |
| BRICK GENTRY P.C. | BOND CLAIMS | 6,462.50 |
| BROWN SUPPLY CO. INC. | CRACK FILLING POT & SQUEEGEE | 213.00 |
| CAPITAL CITY EQUIPMENT CO. | PARTS FOR MOWER | 140.10 |
| CASEY'S GENERAL STORES INC | GASOLINE | 1,077.34 |
| CENTRAL IOWA REGIONAL TRAN | FY 2018 ASSESSMENT | 431.00 |
| CENTRAL STATES BANK & ROGE | CENTRAL STATES BANK & ROGER WH | 52,046.76 |
| CINTAS CORPORATION | 3C'S FIRST AID SUPPLIES | 94.97 |
| CLINTON H. THOMPSON | BASKETBALL LEAGUE OFFICIAL | 200.00 |
| COMPASS MINERALS AMERICA | COARSE SALT | 3,366.09 |
| DELL MARKETING L.P. | WARRANTY FOR LIBRARY COMPUTERS | 1,106.00 |
| DELTA DENTAL PLAN OF IOWA | DENTAL INSURANCE | 1,596.40 |
| DICKSON & LUANN JENSEN | DICKSON & LUANN JENSEN | 192,873.41 |
| DITCH WITCH OF MINNESOTA & | RJM FOR WATER TRAILER | 58.93 |
| EDWARD JONES | IRA | 250.00 |
| FOREMOST PROMOTIONS | PENCILS FOR PD | 145.00 |
| FORTERRA PIPE & PRECAST | RCP FOR MPS PROJECT | 149.20 |
| GPM | DISTRIBUTOR ASSY | 389.50 |
| GREENLAND HOMES | BLDG PERMIT DEPOSIT REFUND | 1,000.00 |
| HACH COMPANY | SENSOR CAP REPLACEMENT | 121.00 |
| HALLETT MATERIALS | TONS OF 1" ROCK FOR NK PLAYGRO | 506.92 |
| HEARTLAND CO-OP | TORDON | 145.90 |
| HOKEL MACHINE SUPPLY | ACETYLENE TORCH HOSE | 20.18 |
| HUXLEY COOP TELEPHONE CO. | CABLE, PHONE, INTERNET | 1,773.56 |
| INNOVATIVE COATINGS & MATE | SEBS ALGAE AND AMMONIA FOR DOT | 1,892.86 |
| INTEGRATED PRINT SOLUTIONS | WEIGHT LOSS CHALLENGE | 120.00 |
| INTERNAL REVENUE SERVICE | FED WITHHOLDING TAX | 23,071.18 |
| IOWA CITY/COUNTY MGMT. ASS | 2017-2018 MEMBERSHIP | 150.00 |
| IOWA DOT | 6 VOLT BATTERIES | 549.65 |
| IOWA EMS ALLIANCE | TIER ALS | 200.00 |
| IOWA FIREFIGHTER'S ASSOCIA | MEMBERSHIP DUES | 383.00 |
| IOWA PRISON INDUSTRIES | NAME PLATES | 286.62 |

| | | |
|----------------------------|--------------------------------|--------------|
| IOWA STATE UNIVERSITY | CERT FEE FOR HUGABOOM | 50.00 |
| IOWA STATE UNIVERSITY RESE | DIRT FOR BACKFILL-TOP SOIL | 535.20 |
| IPERS | IPERS | 12,619.84 |
| JERICO SERVICES INC | DUST CONTROL OF CENTENNIAL PAR | 540.00 |
| KEVIN SCHULZE | BASKETBALL LEAGUE OFFICIAL | 275.00 |
| KEYSTONE LABORATORIES | MONTHLY SAMPLING | 706.40 |
| LIBERTY READY MIX | CONCRETE FOR NK SIDEWALK | 1,306.50 |
| LINCOLN FINANCIAL GROUP | DISABILITY INSURANCE | 941.16 |
| LOWE'S | SUPPLIES FOR MPS PROJECT, WOOD | 280.57 |
| LUBE TECH | SIX 55 GALLON DRUMS | 145.00 |
| MARCO, INC. | PRINTER/COPIER MAINTENANCE | 353.22 |
| MARCO, INC. | PRINTER MAINTENANCE-FIRE & RES | 226.65 |
| MARTIN MARIETTA MATERIALS | 1' STONE FOR PLAYGROUND | 1,407.02 |
| MARTIN OIL WHOLESALE | UNLEADED FUEL | 1,128.45 |
| MASS MUTUAL RETIREMENT SER | DEFERRED COMPENSATION | 250.00 |
| MEADOW LANE INVESTMENTS, L | MEADOW LANE INVESTMENTS, LLC | 18,284.41 |
| MEADOW VIEW LLC | MEADOW VIEW LLC | 0.00 |
| MENARDS | THREE PACK OF ROLLERS | 81.71 |
| METERING & TECHNOLOGY SOLU | METERS AND ERTS | 2,760.00 |
| MID-IOWA SOLID WASTE EQUIP | FREGHT TO RETURN LOANER | 19.38 |
| MISCELLANEOUS VENDOR | DEKOTER, DARNELL :US REFUND | 983.32 |
| MOODY ELECTRIC, INC. | LIGHT FOR WELCOME SIGN INSTALL | 2,500.00 |
| MR. STORAGE, LLC | MR. STORAGE, LLC | 12,379.30 |
| MUNICIPAL PIPE TOOL CO., L | JET CLEANING | 8,580.90 |
| MUNICIPAL SUPPLY | FERNO AND PVC | 610.53 |
| NICKOLAY CONSULTING, LLC | APRIL MAILJET HOSTING & MAINT | 105.00 |
| OFFICE OF VEHICLE SERVICES | SALVAGE THEFT EXAM CERT. | 20.00 |
| OTIS ELEVATOR COMPANY | ELEVATOR SERVICE 6/1/-8/31/17 | 204.48 |
| OXEN TECHNOLOGY | MONTHLY EXCHANGE FEE | 152.00 |
| PCC AN AMBULANCE BILLING S | MARCH AMBULANCE BILLING | 838.69 |
| PEPSI-COLA | POP FOR VENDING | 243.24 |
| PREMIER OFFICE EQUIPMENT I | B/W AND COLOR COPIES | 2.09 |
| QUICK'S HARDWARE HANK | SEE ATTACHED | 1,069.45 |
| RADAR ROAD TECH | RADAR CERTIFICATIONS | 140.00 |
| RAGNASOFT, INC. | PLANIT EMS 1 YEAR SUBSCRIPTION | 600.00 |
| REDWOOD BUILDERS | BLDG PERMIT DEPOSIT REFUND | 500.00 |
| RELIASTAR LIFE INSURANCE C | LIFE INSURANCE | 374.14 |
| SAFE BUILDING COMPLIANCE & | BUILDING INSPECTIONS | 10,889.17 |
| SEILER INSTRUMENT & MFG. C | MONOPOLE KIT | 445.00 |
| SLATER ANIMAL HOSPITAL | BOARDING STRAYS & EUTHANISIA | 305.54 |
| SLATER LEGION POST 260 | FLAG | 25.00 |
| SPRAYER SPECIALTIES INC. | NOZZLE BODIES | 7.67 |
| STAPLES ADVANTAGE | PRINTER INK FOR MATT AND LISA | 165.43 |
| STORY COUNTY RECORDER | IRON BRIDGE ANNEXATION | 32.00 |
| SYNCH/AMAZON | BOOKS AND MOVIES | 231.40 |
| TASC | FLEX BENEFIT PLANS | 1,235.76 |
| TASC - CLIENT INVOICES | JULY ADMIN FEES | 66.25 |
| TEAM SERVICES, INC. | CONCRETE TESTING | 391.84 |
| THE SHERWIN-WILLIAMS CO. | PAINT | 128.79 |
| TREASURER, STATE OF IOWA | STATE WITHHOLDING | 3,609.79 |
| TYLER BUSINESS FORMS | WATER BILL CARD STOCK | 2,576.60 |
| UHS PREMIUM BILLING | MEDICAL INSURANCE | 17,404.36 |
| USA BLUEBOOK | BALL VALVE | 160.56 |
| VALIC | DEFERRED COMPENSATION | 146.08 |
| VERIZON WIRELESS | ADMIN CELL PHONES | 44.54 |
| VESSCO INC. | SERVICE ON BLOWER #3 | 0.00 |
| VISA | LIBRARY POSTAGE & SERVER HOST | 223.09 |
| WEST BEND MUTUAL INSURANCE | AMBULANCE INSURANCE OVERPAYMEN | 10.00 |
| WINDSTREAM IOWA COMMUNICAT | PD PHONE DISPATCH | 69.70 |
| ZIEGLER INC | CATERPILLAR PARTS & LABOR | 2,977.87 |
| ZIMMER AND FRANCESCON, INC | 3" FAIRBANK HORIZONTAL PUMP | 7,630.00 |
| Payroll | | 100,300.67 |
| Grand Total | | \$561,613.52 |

Motion – Roberts, Second - Jensen to Approve the Following Resolutions:

- No. 17-038 Maintenance Contract Extension from the Baker Group
- No. 17-040 Submission of an Hazard Mitigation Grant to FEMA
- No. 17-041 Adoption of City Purchasing Policy per FEMA Grant
- No. 17-042 Adoption of City Procurement Policy per FEMA Grant
- Roll Call: Hemmen, Deaton, Roberts, Jensen voted yes. Motion carried.

Motion – Roberts, Second - Deaton on Resolution No. 17-039 to Approve Custodial Services Proposal from Quality One.
Councilman Deaton asked if costs would be divided between different departments. Expressed concern with all bids not being provided in packet. Roll Call: Roberts, Jensen, Hemmen voted yes; Deaton voted no.

Miscellaneous:

- Jeff Peterson, Public Works Director, thanked Keith Morgan, Story County Emergency Management Coordinator, for his assistance with documentation needed for FEMA grant.
- John Haldeman, city administrator, informed council that city is looking to hire a part-time handyman to perform light maintenance at 3C's building and preparation of Safe Room and Nord Kalsem facilities for rentals.
 - Councilman Jensen asked if city was monitoring city's share of costs expended on projects/developments. Councilman Jensen was informed that city does keep track and collects any fees due.
- Councilman Jensen inquired as to the status of bid awarded to Con-Struct for above-street repairs on the Main Avenue Stormwater Project. Contractor had not yet shown up to perform work. Public works staff has been completing most of work listed in bid. Jensen expressed concerns with grass not being planted yet. Contract stated contractor had until June 30. Council would like to review items that have been completed and make contractor aware of changes and concerns.
 - Jeff Peterson informed council that residents at 326 W. 3rd Street would attend next council meeting regarding issues with easement, planting and percola release agreement for Main Avenue Stormwater project.
- Councilman Deaton asked about status of unkept properties in city.

ADJOURNMENT: Motion –Hemmen, Second – Roberts to adjourn meeting at 6:43 pm.
4 ayes, 0 nays. Motion carried.

WORK SESSION: The Huxley City Council met in a work session on the above date pursuant to rules of the council. Mayor Henry called the meeting to order at 6:55 pm.

Council Members Present: Jensen, Deaton, Roberts, Hemmen

Emergency Operation Plan

Keith Morgan, Story County Emergency Management Coordinator, addressed council with request to work with Huxley to refine emergency operational planning templates for use throughout the county.

Housing Trust Fund

Mayor commented that committee is taking questions from cities to assist with formulation of Housing Trust plan.

John Haldeman, city administrator, asked council if city would be interested in hiring an engineer on a part-time, contractual basis to review site plans, plats, etc. Council will consider.

ADJOURNMENT: Motion –Jensen, Second – Hemmen to adjourn meeting at 7:40 pm. 4 ayes, 0 nays. Motion carried.

Craig D. Henry, Mayor

Attest:

Jolene R. Lettow, City Clerk

6-27-17 Council Claims

| | A | B | C |
|----|----------------------------|---|--------------|
| 1 | VENDOR NAME | DESCRIPTION | GROSS AMOUNT |
| 2 | AMANDA PHILGREEN | YOUTH SOCCER COACHING DISCOUNT | \$ 15.00 |
| 3 | BAKER & TAYLOR ENTERTAINME | BOOKS | \$ 762.77 |
| 4 | BEN WRIGHT | YOUTH SOCCER COACHING DISCOUNT | \$ 15.00 |
| 5 | BETHANY KALLIO | YOUTH SOCCER REFEREE | \$ 70.00 |
| 6 | BITUMINOUS MATERIALS & SUP | TAR AND CRACK SEALING | \$ 1,366.00 |
| 7 | BRAD POWERS | YOUTH SOCCER COACHING DISCOUNT | \$ 17.50 |
| 8 | BRICK GENTRY P.C. | LEGAL FEES | \$ 1,193.75 |
| 9 | BRITTNEY SWANSON | YOUTH SOCCER COACHING DISCOUNT | \$ 17.50 |
| 10 | BUD'S AUTO REPAIR INC | CHARGER & FORD SERVICE | \$ 111.93 |
| 11 | CAPITAL CITY EQUIPMENT CO. | GAUGE WHEEL & ASSY ROLLER RENTAL | \$ 22.21 |
| 12 | CARPENTER UNIFORM CO. | UNIFORM FOR COWDEN & GREENFIELD | \$ 293.93 |
| 13 | CHITTY GARBAGE SERVICE INC | FD TRASH REMOVAL | \$ 21.94 |
| 14 | CONSUMERS ENERGY | GAS AND ELECTRIC | \$ 9,558.45 |
| 15 | DOLLAR GENERAL CORPORATION | WIPES, CUPS, CUTLERY, BOUNTY, VINEGAR, LIBRARY PROGRAM SUPPLIES | \$ 103.82 |
| 16 | DOORS INC. | FIVE SAFE ROOM KEYS | \$ 61.25 |
| 17 | EDGE COMPANIES | BUILDING PERMIT DEPOSIT REFUND | \$ 500.00 |
| 18 | ELECTRIC WHOLESALE CO. | SUPPLIES | \$ 25.92 |
| 19 | ELECTRONIC ENGINEERING | PD RADIO TOWER FEES & WORK ON SIREN | \$ 1,085.05 |
| 20 | FELD FIRE | FIRE TRUCK REPAIR | \$ 2,500.00 |
| 21 | FJELLAND, MATT | YOUTH TENNIS INSTRUCTOR | \$ 1,434.47 |
| 22 | GALL'S, LLC | UNIFORM ITEMS | \$ 121.03 |
| 23 | GATEHOUSE MEDIA IOWA HOLDI | LEGAL PUBLICATIONS | \$ 748.01 |
| 24 | GRANT NASON | YOUTH SOCCER COACHING DISCOUNT | \$ 17.50 |
| 25 | HACH COMPANY | FILTER PAPER, SOLUTION, MISC. | \$ 864.78 |
| 26 | HALLETT MATERIALS | GRAVEL FOR NORD KALSEM PARK | \$ 338.65 |
| 27 | HAWKINS, INC. | MISC. CHEMICALS FOR WATER DEPT | \$ 2,238.64 |
| 28 | HOKEL MACHINE SUPPLY | FIRE EXTINGUISHER RECHARGE | \$ 322.11 |
| 29 | INTEGRATED PRINT SOLUTIONS | FARMERS MARKET MAGNETS & SUMMER PW SHIRTS | \$ 976.10 |
| 30 | INTERNAL REVENUE SERVICE | PAYROLL TAXES | \$ 10,525.42 |
| 31 | IOWA DIVISION OF LABOR SER | INSPECTION | \$ 95.00 |
| 32 | IOWA DOT | TRASH BAGS, TP, DUCT TAPE | \$ 197.95 |
| 33 | IOWA LEAGUE OF CITIES | MEMBER DUES | \$ 1,834.00 |
| 34 | IOWA ONE CALL | LOCATE EMAILS | \$ 81.00 |
| 35 | JENNIFER BRAND | BAM BAM BASEBALL COACH DISCOUNT | \$ 9.50 |
| 36 | JEREMY J. ARENDS | MAY TREASURER'S REPORT | \$ 80.00 |
| 37 | JODI BAKER | COACHING DISCOUNT | \$ 27.50 |
| 38 | KELLI BRENDELAND | YOUTH SOCCER COACH DISCOUNT | \$ 17.50 |
| 39 | KEYSTONE LABORATORIES | WASTE WATER SAMPLING | \$ 458.00 |
| 40 | MADRID AUTOMOTIVE | BRAKE HOSE, OIL, & FILTERS | \$ 79.68 |
| 41 | MARTIN OIL WHOLESALE | UNLEADED GASOLINE | \$ 645.80 |
| 42 | MATT ROBINSON | BAM BAM BASEBALL COACH DISCOUNT | \$ 10.00 |
| 43 | MCCLURE ENGINEERING COMPAN | ENGINEERING NORTH LIFT STATION | \$ 2,600.00 |

6-27-17 Council Claims

| | A | B | C |
|----|----------------------------|-----------------------------------|----------------------|
| 44 | NAPA AUTO PARTS | DOOR HANDLE | \$ 9.68 |
| 45 | NICKOLAY CONSULTING, LLC | MONTHLY IT SUPPORT | \$ 105.00 |
| 46 | PINGEL MUDJACKING, LC | MUDJACK AREAS IN TOWN | \$ 4,050.00 |
| 47 | POSTMASTER | UTILITY BILL POSTAGE | \$ 332.74 |
| 48 | PREMIER OFFICE EQUIPMENT I | SHARP COPIER COPIES | \$ 2.76 |
| 49 | SAM'S CLUB MC/SYNCB | SEE ATTACHED | \$ 7,113.00 |
| 50 | SAMANTHA JORGENSEN | YOUTH SOCCER COACH DISCOUNT | \$ 17.50 |
| 51 | SHANNON WILSON | YOUTH SOCCER COACH DISCOUNT | \$ 17.50 |
| 52 | SLOAN FOSTER | YOUTH SOCCER COACH DISCOUNT | \$ 17.50 |
| 53 | SPRINGER PEST SOLUTIONS | PEST CONTROL FOR FD | \$ 42.00 |
| 54 | STAPLES ADVANTAGE | FAX CARTRIDGE & INK | \$ 167.26 |
| 55 | TASC | FLEX BENEFIT PLANS | \$ 617.88 |
| 56 | VERIZON WIRELESS | AMBULANCE, PW, AND PD CELL PHONES | \$ 460.59 |
| 57 | VESSCO INC. | SERVICE ON BLOWER #3 | \$ 525.00 |
| 58 | Payroll Expense | | \$ 47,053.03 |
| 59 | GRAND TOTAL | | \$ 101,996.10 |
| 60 | | | |
| 61 | | FUND TOTALS | |
| 62 | 001 GENERAL FUND | \$ 11,940.00 | |
| 63 | 002 LIBRARY | \$ 2,093.01 | |
| 64 | 003 RECREATION | \$ 3,470.19 | |
| 65 | 004 FIRE AND RESCUE | \$ 3,802.15 | |
| 66 | 014 AMBULANCE | \$ 2,120.30 | |
| 67 | 110 ROAD USE TAX | \$ 4,855.10 | |
| 68 | 600 WATER UTILITY | \$ 12,168.17 | |
| 69 | 610 SEWER UTILITY | \$ 14,494.15 | |
| 70 | 01 PAYROLL EXPENSE | \$ 47,053.03 | |
| 71 | GRAND TOTAL | \$ 101,996.10 | |

MC BREAK DOWN

| | | |
|--------------|--------------------|--|
| Admin | \$ 336.97 | passport ink and paper, memory card for camera, paper, ink, memorial stone (staff reimbursed city) |
| Streets | \$ 1,233.96 | cooler, jack, trash bags, gloves, windex, tow bar, engine treatment |
| P & R | \$ 898.17 | candy, senior strength shirts, garage sale ads, outdoor movie screen, |
| Parks | \$ 454.02 | plants for nk, trees for soccer park, tire, tubes, |
| Ambulance | \$ 1,903.91 | bls instructor online, cpr instructor course, business cards, cpr aed dvd set, rescue tees, roller cart |
| Water | \$ 1,171.32 | asco valve rebuild kit, license renewal, trash bags, gloves, windex, coffee, batteries, tape, hose, tank heater kit, |
| PD | \$ 19.77 | postage, |
| FD | \$ 874.88 | glas-master, calibration kit, |
| Wastewater | \$ 220.00 | license renewal |
| Total | \$ 7,113.00 | |

COMMUNITY BETTERMENT

RESOLUTION NO. 17-043

**A RESOLUTION SETTING A PUBLIC HEARING ON THE PROPOSED
AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF
HUXLEY, IOWA AND PRO COMMERCIAL, LLC**

BE IT RESOLVED, by the City Council of the City of Huxley, Iowa, as follows:

A public hearing is hereby set for 6:00 o'clock p.m. on the 25th day of July 2017, at City Council Chambers, City Hall, Huxley, Iowa, on a proposal to enter into an Agreement for Private Development By and Between the City of Huxley, Iowa and Pro Commercial, LLC. The Clerk shall publish notice of such hearing at the time and in the manner required by law.

PASSED, ADOPTED AND APPROVED this ____th day of June, 2017.

| Roll Call | Aye | Nay | Absent |
|------------------|--------------------------|--------------------------|--------------------------|
| Kevin Deaton | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Dave Jensen | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Dave Kuhn | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Craig Hemmen | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Tracey Roberts | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

PASSED, ADOPTED AND APPROVED this ____th day of June, 2017.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 17-043** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this __th day of June, 2017.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

**NOTICE OF HEARING ON AGREEMENT FOR PRIVATE DEVELOPMENT
BY AND BETWEEN THE CITY OF HUXLEY, IOWA AND PRO
COMMERCIAL, LLC**

**TO: ALL CITIZENS AND ALL PARTIES IN INTEREST WHO, UNDER THE
PROVISIONS OF THE IOWA CODE, AND UNDER THE ORDINANCES OF
THE CITY OF HUXLEY, IOWA, MAY BE ENTITLED TO NOTICE OF AN
AGREEMENT FOR PRIVATE DEVELOPMENT BY AND BETWEEN THE
CITY OF HUXLEY, IOWA AND PRO COMMERCIAL, LLC, AND TO ALL
OTHER PERSONS WHO MAY BE AFFECTED BY OR INTERESTED IN
SUCH PROPOSAL.**

NOTICE IS HEREBY GIVEN that, on the 25th day of July 2017,
at 6:00 P.M., in the Council Chamber, City Hall, Huxley, Iowa, a public hearing will
be held by the City Council for the purpose of considering a proposed Agreement for
Private Development By and Between the City of Huxley, Iowa and Pro Commercial,
LLC

FOR FURTHER INFORMATION, you may obtain a copy of the proposed
Agreement at the City Clerk's office, City Hall, Huxley, Iowa,

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the said Agreement
will be presented for hearing before the City Council at the time and place aforesaid,
and that at such time and place, all parties in interest and citizens shall have an
opportunity to be heard.

Craig Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

CITY OF HUXLEY, IOWA

AND

PRO COMMERCIAL, LLC

_____, 2017

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the ____ day of _____, 2017, by and between the CITY OF HUXLEY, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2017, as amended (hereinafter called "Urban Renewal Act"), and PRO COMMERCIAL, LLC, an Iowa limited liability company (hereinafter known as "Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Huxley Urban Renewal Area (the Urban Renewal Area), which area is described in the Urban Renewal Plan approved for such area by Resolution No. 92-51, (hereinafter referred to as "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been recorded among the land records in the office of the Recorder of Story County, Iowa; and

WHEREAS, Developer is or will be the owner of certain real property located in the foregoing Urban Renewal Area and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, Developer is willing to build an office and warehouse space on the Development Property ("Minimum Improvements") and Developer will thereafter cause the same to be operated in accordance with this Agreement with anticipated employment at the new facility being fifteen (15) fulltime employees; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the

applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. REPRESENTATIONS AND WARRANTIES

Section 1.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

Section 1.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. Developer is an Iowa limited liability company, duly organized and validly existing under the laws of the State of Iowa, it has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by

bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

ARTICLE II. COVENANTS OF DEVELOPER

Section 2.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. The construction of the Minimum Improvements will require a total investment of approximately Two Hundred Fifty Thousand Dollars (\$250,000.00).

Section 2.2. Compliance with Laws. Developer will comply with all state, federal and local laws, rules and regulations relating to the Minimum Improvements.

Section 2.3 Employment. Developer will increase its employees from nine (9) and will employ fifteen (15) fulltime employees within three (3) years from opening for business.

ARTICLE III. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 3.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property or its interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof. Notwithstanding the foregoing, however, or any other provisions of this Agreement, Developer may pledge any and/or all of its assets as security for any financing of the Minimum Improvements, and the City agrees that Developer may assign its interest under this Agreement for such purpose.

3.2 Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from

property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE IV. ECONOMIC DEVELOPMENT GRANT

Section 4.1. Economic Development Grant.

a. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to rebate real estate taxes paid by Developer to the City *per the tax increment levy* for a three year period with 25% in the first year, 20% in the second year and 15% in the third year, but in no event shall the total rebate exceed the sum of \$ _____.

Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements on Development Property under the terms of the Ordinance and deposited into the Developer TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to the Developer) during the preceding twelve-month period in respect of the Development Property and the Minimum Improvements, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants").

In no event shall the City certify a request for Tax Increment to the County until the Minimum Improvements are fully assessed. It is the responsibility of the Developer to inform the City in writing when the Minimum Improvements are first fully assessed and to do so not later than November 1 after the January 1 when the Minimum Improvements are first fully assessed.

b. The obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon compliance with the terms of this Agreement. After the Minimum Improvements are first fully assessed and if in compliance with this Agreement, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on December 1 and the following June 1.

c. The aggregate amount of the Economic Development Grant that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements over the specified time period. The Economic Development Grant shall at all times be subject to suspension, reduction, or termination in accordance with the terms of this Article. Thereafter the taxes levied on the Minimum Improvements shall be divided and applied in accordance with the Urban Renewal Act and the Ordinance.

It is recognized by all parties that the total aggregate amount set forth above is a maximum amount only and that the actual payment amounts will be determined after the Minimum Improvements are completed and the valuation of said Improvements has been determined by the County Assessor.

d. In the event that an Event of Default occurs that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grant and the provisions of this Article shall terminate and be of no further force or effect.

Section 4.2. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the Developer TIF Account of the Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and Minimum Improvements and allocated to the Developer TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The

Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds.

Each Economic Development Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

b. Notwithstanding the provisions of Section 4.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 4.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer.

c. The City makes no representation with respect to the amounts that may finally be paid to Developer as the Economic Development Grants, and under no circumstances shall the City in any manner be liable to Developer so long as the City timely applies the appropriate percentage of Tax Increments actually collected and held in the Developer TIF Account (regardless of the amounts thereof) to the payment of the

corresponding Economic Development Grants to Developer as and to the extent described in this Article.

Section 4.3. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments collected from any other properties within the Urban Renewal Area, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

Section 4.4. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned or leased by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

Developer and its successors agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

ARTICLE V. REMEDIES

Section 5.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the Term of this Agreement:

- a. Failure by Developer to cause the construction of the Minimum Improvements to be completed and the operations to continue pursuant to the terms and conditions of this Agreement;
- b. Failure by Developer to comply with this Agreement.
- c. Transfer of Developer's interest in the Development Property or any interest in this Agreement or the assets of Developer in violation of the provisions of this Agreement;
- d. Failure by Developer to pay ad valorem taxes on the Development Property and Minimum Improvements;
- e. Failure by Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- f. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- g. Developer shall:
 - i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - ii. make an assignment for the benefit of its creditors; or

iii. admit in writing its inability to pay its debts generally as they become due; or

iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

h. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 5.2. Remedies on Default. Whenever any Event of Default referred to in Section 5.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice by the City to Developer and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance

of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement; or

d. The City shall be entitled to recover from the Developer, and the Developer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer.

Section 5.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 5.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 5.5. Agreement to Pay Attorneys' Fees and Expenses.

a. Developer and the City shall each pay for its own attorney's fees associated with this Agreement; and

b. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE VI. MISCELLANEOUS

Section 6.1. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to Pro Commercial, LLC, Attention: Matthew Eller, 4850 Timber Creek Lane, Ames, Iowa 50010; and
- b. In the case of the City, is addressed to or delivered personally to the City, Attention: City Administrator, 515 North Main Street, Huxley, Iowa 50124;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 6.2. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.3. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 6.4. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 6.5. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2025, unless terminated earlier under the provisions of this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, Developer has caused this Agreement to be duly executed in its

(SEAL)

CITY OF HUXLEY, IOWA

By: _____
Craig D. Henry, Mayor

ATTEST:

By: _____
Jolene Lettow, City Clerk

STATE OF IOWA)
) SS
COUNTY OF STORY)

On this _____ day of _____, 2017, before me a Notary Public in and for said State, personally appeared Craig Henry and Jolene Lettow, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Huxley, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

PRO COMMERCIAL, LLC

By: _____

By: _____

STATE OF IOWA)
) SS
COUNTY OF STORY)

On this _____ day of _____, 2017, before me the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of Pro Commercial, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said _____, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property that the Minimum Improvements are being built on is located in Huxley, Iowa and is legally described as follows:

Lots 3 and 4, Huxley Business Park Plat 3, an Official Plat located in Huxley, Story County, Iowa



HUXLEY

HUXLEY FINANCIAL INCENTIVE PROGRAM

STRATEGY/PURPOSE

To provide **guidelines** for assisting businesses in the expansion and new construction of industrial and commercial facilities, to expand employment opportunities, where such assistance would encourage the business expansion and/or new construction. The intent of this strategy is to expand full time equivalent employment opportunities in Huxley and the south Story County (Ballard Community Schools) area and to increase the non-residential tax bases in the city of Huxley.

The incentives provided by the City of Huxley may be used with other available economic incentive programs that do not draw upon property values or taxation.

Incentives are designed to utilize a portion of additional property taxes paid by new or expanding businesses through one or more of the following incentives. The eligible business and the City will enter into an agreement that specifies the type(s) of economic development support that may be provided by the City and requirements of the applicant.

- Constructing public infrastructure and/or improving existing public infrastructure in support of an economic development project.
- Acquiring and/or disposing of land used in an economic development project.
- Providing for the rebate of property taxes in Urban Renewal Areas utilizing Tax Increment Financing as outlined above.

ALL FINAL DECISIONS ON REQUESTS FOR ASSISTANCE WILL BE MADE BY THE HUXLEY CITY COUNCIL. THE HUXLEY CITY COUNCIL WILL HAVE THE FINAL DECISION WHETHER TO APPROVE FUNDING ASSISTANCE. THESE ARE GUIDELINES AND MAY CHANGE WITH THE SIZE AND NEED OF THE PROJECT.

- 1) To be considered for a new valuation tax rebate you must have at least \$125,000 new valuation and/or create at least 1 FTE.
- 2) To be considered for a tax rebate for existing business applicant must create at least 1 new FTE for two years from agreement date.
- 3) All incentive funding will be paid from City T.I.F. funds so any project must create new valuations and this growth must occur with the T.I.F. area.
- 4) Taxable valuations will be determined by the Story County Assessor's office at the time the site plan process is completed with the city.
- 5) Development agreements will be done for each approved project and public hearing held. Any default on the agreement the applicant must repay amount received for the period of time of the development agreement. No verbal agreements.
- 6) The process to determine whether assistance will be given, the City will consider, but not limited to, the following items;

- Need for the project and the positive impact on the community

- Jobs created by the project-both temporary and permanent
- Potential of future revenues to the City from property taxes, water user fees, sewer user fees and local option tax revenue.
- Level of risk to the City in a "worst case scenario".

In order to minimize the risk to the City, the City Council may require a minimum assessment agreement be executed by the City and the applicant pursuant to Section 403.6(19) of the Code of Iowa, fixing a minimum taxable valuation at which property is to be assessed by the Story County Assessor for the duration of the specified amortization period

TAX REBATE SCHEDULE GUIDELINE

| Net New Full Time Equivalent (FTE) Jobs Created | NET INCREASE IN INCREMENTAL VALUE (NIIV) | | | | |
|--|--|-----|-----|------------------------|-------------------------------|
| | \$125,000 to \$499,000 | | | \$500,000 to \$999,000 | \$1,000,000 and up |
| | 3, 5, 7 Year Property Tax Rebate % | | | | |
| | 3 | | | 5 | 7 |
| 1 to 6 FTE | 25% | 20% | 15% | 5 years at 45% | 9% of NIIV paid over 7 years |
| 7 to 13 FTE | 30% | 25% | 20% | 5 years at 50% | 10% of NIIV paid over 7 years |
| 14 to 25 FTE | 40% | 35% | 30% | 5 years at 60% | 12% of NIIV paid over 7 years |
| 26 or more FTE | 50% | 40% | 35% | 5 years at 70% | 15% of NIIV paid over 7 years |

Less; State mandated levy reductions from the Consolidate Levy. To formulate a TIF Levy

| Number of new FTEs | 2-Year Rebate | Valuation Increase from \$0 to \$124,999 |
|--------------------|---------------|--|
| 1-4 FTE | 25% each year | |
| 5-8 FTE | 30% each year | |
| 9-14 FTE | 40% each year | |
| 15 -25 FTE | 50% each year | |
| 26 + FTE | 60% each year | |

ALL FINAL DECISIONS ON REQUEST FOR ASSISTANCE WILL BE MADE BY THE HUXLEY CITY COUNCIL. THE HUXLEY CITY COUNCIL WILL HAVE THE FINAL DECISION WHETHER TO APPROVE FUNDING ASSISTANCE.

Less; State mandated levy reductions from the Consolidate Levy. To formulate a TIF Levy

\$25,000
 TIF 75% 6792.75
 \$1698 (25%)
 1350 (25%)
 1018 (15%)
 \$4074



HUXLEY

APPLICATION FOR FINANCIAL ASSISTANCE

THE BUSINESS ENTERPRISE HEREINAFTER IDENTIFIED SUBMITS THIS APPLICATION TO THE CITY COUNCIL, OF HUXLEY, IOWA, FOR FINANCIAL ASSISTANCE UNDER CHAPTER 15A OF THE CODE OF IOWA AND IN SUPPORT THEREOF STATE AS FOLLOWS:

1. NAME OF BUSINESS ENTERPRISE: Pro Commercial, LLC / Eller Enterprise, Inc
2. FORM OF ENTITY: ☒ LLC Corporation; ☐ General Partnership; ☐ Limited Partnership; ☐ Sole Proprietorship
3. IF ENTITY IS A CORPORATION OR PARTNERSHIP, ARE COPIES OF ITS ARTICLES ATTACHED? ☒ NO ☐ YES
4. CURRENT BUSINESS MAILING ADDRESS: 104 Campus Dr. Suite 202, Huxley, IA 50124
5. CURRENT HOME MAILING ADDRESS: N/A
6. TAXPAYER ID NUMBER 26-2848431 TELEPHONE NUMBER (515) 597-4700
7. NAMES, TITLES AND MAILING ADDRESSES OF TWO PRINCIPAL OFFICERS, PARTNERS OR OWNERS:
Matthew Eller 4850 Timber Creek Ln, Ames, IA 50010
Ronald Hielman 5200
8. IDENTIFY TYPE OF BUSINESS AS EITHER: ☒ COMERCIAL/RETAIL; OR ☐ MANUFACTURING
9. DESCRIBE BUSINESS IN WHICH ENTERPRISE IS ENGAGED: General Contractor
10. IDENTIFY LOCATION OF PRINCIPAL BUSINESS ACTIVITY: 104 Campus Dr.
11. NUMBER OF YEARS, IF ANY, PRINCIPAL BUSINESS ACTIVITY HAS BEEN LOCATED IN THE CITY OF HUXLEY: 9
12. NUMBER OF PERSONS CURRENTLY EMPLOYED BY BUSINESS ENTERPRISE ON A FULL-TIME BASIS (30 HOURS OR MORE PER WEEK FOR AT LEAST THE PAST 24 WEEKS): 11;
PART-TIME BASIS : _____ (Less than 30 hours)
13. LOCATION AT WHICH ABOVE LISTED PERSONS ARE CURRENTLY EMPLOYED: 104 Campus Dr.

14. DESCRIBE PROJECT FOR WHICH FINANCIAL ASSISTANCE IS REQUIRED: _____

Construction of new office & shop

15. PROJECT WILL INCREASE NUMBER OF FULL-TIME EMPLOYEES FROM 9 TO 15 AND NUMBER OF PART-TIME EMPLOYEES FROM _____ TO _____ [THREE YEARS FROM START OF BUSINESS].

16. LIST WAGES OF EMPLOYEES \$ 36,000 - 120,000/yr

17. DO EMPLOYEES HAVE BENEFITS (IE. INSURANCE)? yes

18. WHAT TYPE OF INSURANCE COVERAGE? Health

19. DESCRIBE HOW PROJECT IS TO BE FINANCED: office, shop, mini-storage, warehouse, manufacturing site.

20. HAS COMMERCIAL FINANCING BEEN APPLIED FOR: X YES _____ NO

21. IF NOT, WHY: _____

22. DESCRIBE COMMERCIAL FINANCING FOR PROJECT BY NAME OF LENDER AND AMOUNT OF LOAN:

American Trust 75% LTV 250,000

23. DESCRIBE OTHER GOVERNMENTAL ASSISTANCE FOR PROJECT BY NAME OF AGENCY, NAME OF PROGRAM AND AMOUNT: none

24. DESCRIBE PRODUCTS THAT WILL BE SOLD AS A RESULT OF PROJECT: _____

a. mini storage units, e-liquid, organic cooking oil, e-liquid,

25. ARE THE PRODUCTS THAT WILL BE SOLD AS A RESULT OF THE PROJECT AGRICULTURE RELATED? YES X NO _____

26. WHERE WILL THE SALES RESULTING FROM THE PROJECT BE MADE? 100 % WITHIN THE STATE; 0 % OUT OF STATE; 0 % OUT OF COUNTRY.

27. LOCATION OF PROJECT SITE: Plot 3 Lot 3 & 4

28. DESCRIPTION OF FACILITIES THAT WILL HOUSE THE PROJECT: (square footage of building, type of building, etc.)

9,000 (3600 office, 5400 warehouse) steel building with
hard surface front, other possible mini storage

29. ESTIMATED TAX VALUE OF THE PROJECT GROUND: BEFORE COMPLETION 50,000 AND
AFTER COMPLETION 50,000

30. WILL PROJECT BUILDING BE NEW CONSTRUCTION? ☒ YES ☐ NO. IF THE ANSWER IS NO,
BRIEFLY DESCRIBE IMPROVEMENTS THAT WILL BE MADE TO THE BUILDING FOR YOUR BUSINESS.
ALSO, STATE THE CURRENT TAX VALUE OF STRUCTURE BEFORE IMPROVEMENTS:

31. ESTIMATED TAX VALUE OF THE PROJECT BUILDING UPON COMPLETION:

300,000 250 building 50 ground

32. WILL THE BUSINESS ENTERPRISE LEASE THE PROJECT SITE AND FACILITIES? ☒ YES ☐ NO. IF THE
ANSWER IS YES, FURNISH THE NAME AND ADDRESS OF THE LANDLORD.

- mini storage. It will be leased to companies I own
to others

33. WILL THE BUSINESS ENTERPRISE OWN THE PROJECT SITE AND FACILITIES? ☒ YES ☐ NO.

34. WILL IT BE NECESSARY FOR MUNICIPAL INFRASTRUCTURE IMPROVEMENTS TO BE CONSTRUCTED TO
SERVE THE PROJECT SITE? ☒ YES ☐ NO. IF YES, DESCRIBE THE IMPROVEMENTS AND EXPLAIN
WHY THEY ARE NECESSARY:

Bring electricity to the site. Pro-Com/EE2 will
pay

35. IS PROJECT LOCATED IN T.I.F. DISTRICT? ⁷ YES NO. IF YES, IN WHICH DISTRICT IS IT LOCATED?


Industrial Park

36. IN ORDER TO RECEIVE FINANCIAL ASSISTANCE FROM A T.I.F. DISTRICT, WOULD THE APPLICANT BE WILLING TO ENTER INTO AND SIGN A MINIMUM TAX VALUATION AGREEMENT WITH THE CITY OF HUXLEY AND STORY COUNTY? X YES NO.

37. OTHER PERTINENT INFORMATION: I have multiple businesses
within Pro Commercial, Eller Enterprises, and
Liquidus American Biotech that will run out
of this facility.

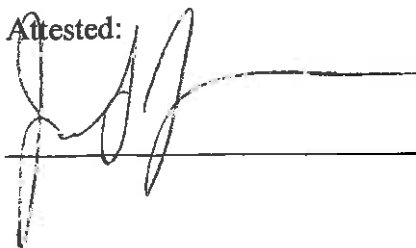
ALL FINAL DECISIONS ON REQUEST FOR ASSISTANCE WILL BE MADE BY THE HUXLEY CITY COUNCIL. THE HUXLEY CITY COUNCIL WILL HAVE THE FINAL DECISION WHETHER TO GRANT OR NOT TO GRANT ASSISTANCE.

ON THIS 4th DAY OF April, 20 17, ON BEHALF OF THE BUSINESS ENTERPRISE IDENTIFIED ABOVE, I CERTIFY UNDER PENALTY OF PERJURY AND PURSUANT TO THE LAWS OF THE STATE OF IOWA (SECTION 622.1 OF THE CODE) THAT THE PRECEDING IS TRUE AND CORRECT.

 Matthew R. Eller
NAME

Owner
BUSINESS TITLE

Attested:



4-4-17
Date

RESOLUTION NO. 17-044

A RESOLUTION APPROVING AGREEMENT WITH THE AMES ECONOMIC DEVELOPMENT COMMISSION

WHEREAS, *there are many definitions for economic development, these are just a couple*

“Economic development ... If the local quality of life could be improved, economic development would be enhanced. Its scope includes the process and policies by which a nation improves the economic, political, and social well-being of its people. “

“I agree with the consensus that development is not only about economic growth but also the process of improving people’s lives through social and political institutions.”

“ economic development:... a monitored, managed, or encouraged process of change brought about by enterprise development combined with the creation of wealth; Economic growth in a location gained from an influx of capital put to use for the common good of those who live and work together in the area; that which results from the startup or expansion of enterprise operations in a community.”

WHEREAS, no matter how you define it, for a community such as ours it is a matter of securing a better future for our community. Economic development is not just one person but involves many people within in the community and surrounding areas. The economy over the past few years has not been ideal for commercial or industrial growth. However signs are starting to indicate a change and we as a community need to prepare ourselves for that change; and

WHEREAS, how can we best prepare ourselves, our community and its future to take advantage of the opportunities in 2017 and coming years? Economic development and community growth starts with people, ideas, planning and structure to promote, support and secure potential clients; and

WHEREAS, a group of community residents gathered in 2011 to discuss Huxley’s future and how best to move forward and indicated a partnership with the Ames Economic Development Commission would be something to pursue and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huxley, Iowa, that the City Council approves an agreement with the Ames Economic Development Commission (AEDC) for fiscal year 2018 and authorizes the Mayor to sign said agreement on behalf of the City.

PASSED AND APPROVED this _____ day of June, 2017.

| Roll Call | Aye | Nay | Absent |
|----------------|-------|-------|--------|
| Kevin Deaton | _____ | _____ | _____ |
| Craig Hemmen | _____ | _____ | _____ |
| Dave Jensen | _____ | _____ | _____ |
| Dave Kuhn | _____ | _____ | _____ |
| Tracey Roberts | _____ | _____ | _____ |

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 17-044** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this ___ day of June, 2017.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

Contract for Economic Development Services

THIS AGREEMENT, made and entered into the 1st day of July 2017, by and between the **AMES ECONOMIC DEVELOPMENT COMMISSION (AEDC)** and the **CITY OF HUXLEY**.

This agreement states the City of Huxley will purchase certain services from the AEDC in lieu of hiring additional permanent staff.

I. Purpose

The purpose of this Agreement is to procure for the City of Huxley and its citizens certain economic development related services.

II. Scope of Services

In consideration for the payment of \$25,000 the AEDC shall provide the following economic development related services to the City of Huxley and its citizens during the term of this agreement:

- The AEDC will serve as the lead contact for business representatives hoping to locate in Huxley or to expand existing businesses in the Huxley and surrounding area. In this capacity the AEDC will respond to information requests, coordinate the completion and submittal of state and local incentive applications, and represent the Huxley community in showing sites and buildings to prospective businesses.
- The AEDC will visit with all major companies to identify challenges and opportunities facing Huxley businesses via the AEDC Business Retention program.
- The AEDC will serve as the primary marketing entity for business recruitment to highlight the community of Huxley and its business parks including the Huxley Industrial Park, Blue Sky Commons and any other available site or building.
- The AEDC will report two times per year to the Huxley city council on related activities. These will occur in October 2017 and April 2018 and outline AEDC activities related to representing the Huxley community such as number of contacts made with prospective companies, representation at trade shows and marketing trips and website activity based upon the AEDC's electronic marketing efforts.

III. Method of Payment and Duration of Services

Payment for services will be invoiced to the City of Huxley. Services will be for the fiscal year of 2018 (July 1, 2017 to June 30, 2018) **and will not renew automatically.** The Contract for Economic Development Services will be reviewed annually. Cancellation of this contract by either party must be made in writing 30 days prior to cancellation.

Ames Economic Development Commission

A handwritten signature in black ink, appearing to read "Daniel A. Culhane". The signature is fluid and cursive, with the first name "Daniel" being the most prominent.

By:
Daniel A. Culhane, President & CEO

City of Huxley

By: _____
Craig D. Henry, Mayor

PUBLIC SAFETY

HUXLEY POLICE DEPARTMENT

515 N MAIN AVE. HUXLEY, IOWA 50124 PHONE: 515-597-2002 FAX: 515-597-2006

June 20, 2017

Mayor Craig Henry
Administrator Haldeman
Huxley City Council

REF: Part-time Officer pay raise

Gerald "JJ" Caligiuri started working for the police department on May 1, 2011 as a part-time officer. He was and still is a certified officer for the State of Iowa and is able to perform any duty that the full-time officers do. He started at \$15 / hour with no benefits. He is a valuable and competent member of this department and an officer I want to keep around.

Officer Caligiuri has filled in for officers that are taking vacation, sick leave and also many times on a last minute notice due to meetings, court or other calls that the one officer on duty has been called to. With the help of our part-time officers, I have been able to cut down on the amount of overtime and or comp time that would happen for full-time officers. The number of hours that Officer Caligiuri has worked the last 3 years is as follows: 2015 - 246.75 hrs, 2016 - 355.5 and to date for 2017 - 103.5.

Corey Hagerman started working for the police department on October 13, 2015. He, as Officer Caligiuri, fills in when officers take vacation, sick leave or special events. He is a certified officer for the State and is also able to perform any duty the full time officers do. The number of hours that Officer Hagerman has worked the last 2.5 years is as follows: 2015 - 7, 2016 - 536 and to date for 2017 - 122.5.

Again, both of these individuals are working the hours they work without any benefits provided by the city.

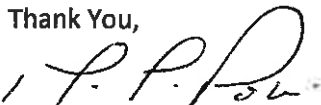
I would like council to approve a pay increase for Officer Caligiuri from \$15 / hour to \$20 / hour.

I would like council to approve a pay increase for Officer Hagerman from \$15 / hour to \$18 / hour.

The funds to cover this increase will come from the Salvage Vehicle Inspections that Huxley PD has been doing for the last couple of years. So far for FY 16/17, the police department has had \$5,400 brought in for revenue in doing these vehicle inspections. This revenue will be more than enough to cover the increase for both of these valuable part-time officers.

If you should have any questions, please feel free to contact me.

Thank You,



Mark A. Pote
Police Chief

ADMINISTRATIVE

RESOLUTION NO. 17-045

RESOLUTION APPROVING THE ATTACHED AMENDED JOB DESCRIPTIONS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUXLEY:

SECTION 1. These three positions brought forward from the Administration Department have had their duties and/or title changed and therefore it is recommended that the attached job descriptions be approved and will take effect July 1, 2017 for Fiscal Year 2018.

SECTION 2. This resolution declares null and void any sections of previously approved resolutions in conflict with sections of this resolution.

PASSED, ADOPTED AND APPROVED this ____th day of June, 2017.

| Roll Call | Aye | Nay | Absent |
|----------------|-----|-----|--------|
| Kevin Deaton | ___ | ___ | ___ |
| Dave Jensen | ___ | ___ | ___ |
| Dave Kuhn | ___ | ___ | ___ |
| Craig Hemmen | ___ | ___ | ___ |
| Tracey Roberts | ___ | ___ | ___ |

PASSED, ADOPTED AND APPROVED this ____th day of June, 2017.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 17-045** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this __th day of June, 2017.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

**JOB DESCRIPTION
CITY OF HUXLEY**

DEPARTMENT: ADMINISTRATION -- POSITION: ADMINISTRATIVE CLERK/AP/HR

NON-EXEMPT PART-TIME HOURLY POSITION

SUMMARY OF DUTIES: Perform work under general guidance. Assist and perform duties related to the Administration Department, accounts payable and HR and assist City Administrator when requested. Performs other duties in the department as required.

SUPERVISES: NA

REPORTS TO: City Administrator

PRINCIPAL DUTIES AND RESPONSIBILITIES:

1. Meet, greet and assist customers. Answer phone, take messages, direct calls and provide general information about the City and services it provides.
2. Process accounts payable and claims list for City Council approval.
3. Collect receipts and prepare and enter payments. Prepare bank deposits.
4. Calculate and prepare City payroll including fulfilling reporting requirements and transferring of funds.
5. Prepare end of year required documents and submit required reports for payroll and group benefits.
6. Assist customers, as needed, regarding various permit applications.
7. Process and maintain data management of documents and file organization related to work.
8. File management, and assist the City Clerk regarding record retention when needed.
9. Process and maintain all personnel records and perform duties as required in processing new employees.
11. Annually check quotes and process and maintain City's group insurances for employees.
12. Coordinate workers comp claims and provide direction.
13. Sort and process City mail and deliveries as received.
14. Issue dog and cat licenses for the City.
15. Assist in locating information for citizens, department heads, other employees, or consultants as necessary.
16. Address citizen inquiries, comments or complaints, communicates with the citizens and other employees personally, over the telephone, or in writing.
17. Develop reports, spreadsheets, letters and similar documents as needed and mail if required.
18. Inventory and order office supplies.
19. Prepare and submit necessary forms for fuel tax refunds and sales tax refunds
20. Assist in maintaining and updating several databases.
21. Assist in filing and general word processing duties.
22. Work with a variety of people, timelines and pressure situations.
23. Assist other departments as needed.
24. Serve as a Notary Public.
25. Serve on City's Safety Committee.
26. Maintains Safe Room and Nord/Kalsem reservation scheduling.
27. Attend workshops, classes and seminars related to position as directed.
28. Perform other duties as assigned.

ENTRY REQUIREMENTS:

1. AA diploma or an equivalent; or 4-6 months related experience and/or training; or equivalent combination of education and experience.
2. Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.
3. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.
4. Knowledge and experience using Microsoft Office or similar software (ie. Word, Excel, Access and internet). Knowledge of computer important to position.
5. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
6. Attend workshops and seminars as approved to further develop knowledge, skills and abilities in order to maintain, enhance or achieve certification in various expertise related to this position.
6. Ability to handle multiple task.
7. Ability to work with and supervise people and maintain positive work attitude.
8. Ability to apply common sense understanding to carry out detailed written or oral instructions.
9. Ability to deal with problems.
10. Knowledge of office procedures and practices (i.e. filing, letter writing, time management, etc.)
11. Must be able to work with confidential information.

REQUIRED SPECIAL QUALIFICATIONS:

1. The job duties described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EQUIPMENT AND TOOLS USED:

Computer equipment, printers, fax machine, telephones, calculators, and copy machine.
This list is a representation of the type of tools and equipment used.

OTHER REMARKS:

- 1 The employee must occasionally lift and/or move up to 25 pounds.
2. The work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually quiet.
3. Must complete Municipal Clerk Institute satisfactorily within 4 years of employment.

Probationary Period: 90 days. At the end of such period an evaluation shall be completed to determine extension of employment to permanent status and allowing the use of benefits.

Residency Requirements: It is desirable that the employee reside in the Ballard School District.

ENTRY LEVEL SALARY GRADE: GL 16

JOB DESCRIPTION

CITY OF HUXLEY

DEPARTMENT: ADMINISTRATION – POSITION: *City Clerk/Finance Officer*

NON-EXEMPT FULL-TIME HOURLY POSITION

SUMMARY OF DUTIES: Perform work under general guidance. Perform a variety of complex and specialized professional, administrative and technical accounting, financial, budgetary, and administrative duties, which require accuracy, proficiency, confidentiality and limited independent judgment. Perform other duties as required.

SUPERVISES: NA

REPORTS TO: City Administrator

PRINCIPAL DUTIES AND RESPONSIBILITIES:

1. Perform duties of City Clerk as required by State Law.
2. Verify and post details of business transactions, such as funds received and disbursed, and total accounts to ledgers or computer spreadsheets and database.
3. Review vouchers, invoices, checks, account statements, reports, and other records for accuracy and approval. Work with Administrative Assistant to insure accuracy.
4. Reconcile bank statements and all City fund accounts. Monitor loans and accounts payable and receivable to ensure that payments are up-to-date.
5. Work with City Treasurer to reconcile computer printouts of fund activity against bank statements, ledgers, and balance sheets.
6. Responsible for the preparation of City budget for Council approval under supervision of the City Administrator and complete all forms from the State related to this. Prepare all information/chart for budget for Council and public.
7. Perform customer service and citizen assistance as needed. Assist citizens, co-workers and others by providing background information as appropriate.
8. Prepare and submit all state and federal forms by required time.
9. Prepare material necessary for the City's annual audit and assist auditors.
10. Maintain City Cemetery records, funds and investments. Also compile and file all required reports and records.
11. Attend City Council meetings and other meetings as directed by the City Council; keep and maintain an accurate recording of the proceedings, preparation of the minutes, ordinances, resolutions, and other records of City Council action with proper legislative terminology, recording, indexing and filing the same for the public record; as needed, assign staff support for the City's auxiliary boards and commissions.
12. Assist in the preparation and distribution of documents for City Council meetings.
13. Maintain resolution, ordinances, and other permanent records of the City in proper order.
14. Invest City Funds per Investment Policy.
15. Maintain project records and budgets. File for necessary tax refunds pertaining to projects.
16. Execute all City legal documents and provide orderly and safe storage.
17. Ensure timely publication of legal notices and annually required publications and ensure that legal requirements are met regarding public notices, publications and posting of City business.

18. Authenticate and sign City records, measures, and actions including the time and manner of publication in the manner prescribed by law.
19. Perform MCDC Compliance Official duties.
20. Issue permits and licenses for the City.
21. Assist City Administrator in ensuring that directives and approved operational policies of the City are enforced, executed, or delegated for compliance.
22. Assist in the development of short and long range plans; gathers, interprets, and prepares data for studies, reports and recommendations; coordinates department activities with other departments and agencies as needed.
23. Assist in the establishing City policies and guidelines for various municipal programs.
24. Represent the City on various regional boards and commissions as directed by the City Administrator.
25. Receive bids for municipal construction contracts and may assist with bid openings.
26. Act as City's election official and serve as Notary Public.
27. Administer oaths of office to City Officers as required by local or state statute.
28. Coordinate and publish City newsletter on City's web site or other means as approved.
29. Attend workshops and seminars as approved to further develop knowledge, skills and abilities in order to maintain, enhance or achieve certification in various expertise related to this position.
30. Responsible for records and maintain in accordance with the Record Retention Policy.
31. Performs related duties as assigned.

ENTRY REQUIREMENTS:

1. Bachelor's degree from a four-year college or university; or 1-2 years related experience and/or training; or equivalent combination of education and experience.
2. Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals
3. Ability to write routine reports and correspondence.
4. Ability to speak effectively before groups of customers or employees in the organization.
5. Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume.
6. Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
7. Knowledge on compiling data into graphs and charts.

REQUIRED SPECIAL QUALIFICATIONS:

1. The job duties described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
2. Perform many duties involving confidential data; responsible for informing.
3. Comprehensive knowledge of the principles, practices, liabilities, and methods of staff supervision and direction.
4. Considerable knowledge of municipal, county, state, and federal community-related statutes.
5. Knowledge of the principles and practices of municipal accounting, auditing, taxation, budgetary processes, and revenue management.

EQUIPMENT AND TOOLS USED:

Computer equipment, printers, fax machine, telephones, calculators, and copy machine. This list is a representation of the type of tools and equipment used. See department's inventory list for specific details.

OTHER REMARKS:

- 1 The employee must occasionally lift and/or move up to 25 pounds.
 2. The work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually quiet.
 3. Must have completed Municipal Clerk training or complete it satisfactorily within 4 years of employment.
-

Probationary Period: 90 days. At the end of such period an evaluation shall be completed to determine extension of employment to permanent status and allowing the use of benefits.

Residency Requirements: The employee must reside in the Ballard School District within three (3) months after serving probationary period.

ENTRY LEVEL SALARY GRADE: GL 25



JOB DESCRIPTION

DEPARTMENT: ADMINISTRATION

POSITION: *Utility Clerk/Planning and Zoning Clerk/Deputy City Clerk*

NON-EXEMPT FULL-TIME HOURLY POSITION

SUMMARY OF DUTIES: Perform work under general guidance. Perform all duties related to Utility Billing Department and also assist other clerks in Administrative Office when necessary with daily business activities. Perform administrative, financial, office, and clerical duties. Perform duties for Planning and Zoning Commission, Zoning Board of Adjustment and Zoning Administrator.

SUPERVISES: N/A

REPORTS TO: City Administrator/Zoning Administrator

PRINCIPAL DUTIES AND RESPONSIBILITIES:

1. Meet, greet and assist customers. Answer phone, take messages, direct calls and provide general information about the City.
2. Verify and post details of business transactions, such as funds received and disbursed associated with water/ sewer utility billing and accounts receivable.
3. Generate monthly water /sewer utility bills, from meter readings. Send out necessary follow-up notices and delinquent notices.
4. If payments are not received in the normal process initiate collection proceedings.
5. Develop monthly reports on water and wastewater utility.
6. File annual consumer confidence report.
7. Assist in closing and opening books for each fiscal year; assists in preparation of reports and information for audit..
8. Perform duties of Deputy City Clerk in absence of the City Clerk.
9. Take minutes at of the City Council and prepare minutes for Council review and approval in the absence of City Clerk.
10. Maintain reservations for usage of Nord-Kalsem Shelter and Safe Room.
11. Process City mail and deliveries.
12. Issue dog and cat licenses for the City.
13. Assist in locating information for citizens, department heads, other employees, or consultants as necessary.
14. Address citizen inquiries, comments or complaints, communicates with the citizens and other employees personally, over the telephone, or in writing.
15. File monthly City sales tax reports.
16. Process building and zoning permits, keep and maintain records, assist customers regarding permits and related items. Maintain activity of permits and report to Council.
17. Maintain property management files.
18. Responsible for doing and maintaining records regarding census
19. Perform the duties of Zoning Secretary and work with Planning and Zoning Commission, Zoning Board of Adjustments and Zoning Administrator. Prepare minutes and reports. Maintain files Planning and Zoning Commission and Board of Adjustment.
20. Publishes notices in timely manner. Send out notices to property owners when required.
21. Create reports for City Council concerning zoning actions and permits.
22. File reports with County and State as directed.

23. Attend workshops and seminars as approved to further develop knowledge, skills, and abilities in order to maintain, enhance, or achieve certification in various areas of expertise.
24. Serve as a Notary Public.
25. Serve as passport acceptance agent.
26. Responsible for maintaining petty cash drawer and log/checkout of credit cards
27. Perform related duties as assigned.

ENTRY REQUIREMENTS:

1. High school diploma or an equivalent; or 4-6 months related experience and/or training; or equivalent combination of education and experience.
2. Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.
3. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.
4. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
5. Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems.
6. Knowledge and ability to use MicroSoft Office (ie. Word, Exel, etc.)

REQUIRED SPECIAL QUALIFICATIONS:

1. The job duties described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EQUIPMENT AND TOOLS USED:

Computer equipment, printers, fax machine, telephones, calculators, and copy machine. This list is a representation of the type of tools and equipment used. See department's inventory list for specific details.

OTHER REMARKS:

1. The employee must occasionally lift and/or move up to 25 pounds.
2. The work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually quiet.
3. Must have completed Municipal Clerk training or complete it satisfactorily within 4 years of employment.

Probationary Period: 90 days. At the end of such period an evaluation shall be completed to determine extension of employment to permanent status and allowing the use of benefits.

Residency Requirements: It is desirable that the employee reside in the Ballard School District. Residency outside of Ballard School District will be considered.

ENTRY LEVEL GRADE AND STEP: GL 16

RESOLUTION NO. 17-046

**RESOLUTION SETTING SALARIES FOR FISCAL YEAR 2018 FOR APPOINTED OFFICERS AND
EMPLOYEES OF THE CITY OF HUXLEY, IOWA; AND ESTABLISHING AN EFFECTIVE DATE
FOR THIS RESOLUTION**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUXLEY:

SECTION 1. The following persons and positions named, upon completion of their evaluation, a satisfactory review and completing requirements for position, shall be paid the salaries or wages indicated. These wages are less legally required or authorized deductions from the amounts set out below on a bi-weekly basis and also make such contributions to Social Security, Medicare, I.P.E.R.S or other purposes as required by law or authorization of the City Council, all subject to audit and review by the City Council. All employees in the table below will be considered regular full-time and part-time employees. Full-time employees working at least a 40 hour week and part-time less than 40 hours.

| POSITION | CURRENT GRADE AND STEP | EMPLOYEE NAME | ANNUAL SALARY OR HOURLY RATE FOR FY 2017 | ANNUAL SALARY OR HOURLY RATE FOR FY 2018 AS OF 07/01/17 Payroll Period | PROP. GRADE AND STEP | CLASSIFICATION ANNUAL SALARY (SAL) OR HOURLY (HR) |
|---|---------------------------------------|--------------------------|---|---|-------------------------------------|--|
| POLICE | | | | | | |
| POLICE CHIEF | GL 34-3 | MARK POTE | \$ 61,878.00 | \$ 63,140.00 | GL 34-4 | ANNUAL SALARY |
| SERGEANT | GL 26-8 | GERALD STOLL | \$ 25.94 | \$ 26.47 | GL 26-9 | HOURLY RATE |
| POLICE OFFICER | GL 23-6 | JOE MARCHESANO | \$ 22.81 | \$ 23.28 | GL 23-7 | HOURLY RATE |
| POLICE OFFICER | GL 23-6 | NATHAN ALBAUGH | \$ 22.81 | \$ 23.28 | GL 23-7 | HOURLY RATE |
| POLICE OFFICER | GL 23-1 | MEGAN COWDEN | \$ 20.66 | \$ 21.09 | GL 23-2 | HOURLY RATE |
| PUBLIC WORKS | | | | | | |
| PUBLIC WORKS DIRECTOR | GL 38-5 | JEFF PETERSON | \$ 72,458.00 | \$ 73,945.00 | GL 38-6 | ANNUAL SALARY |
| WATER SUPERVISOR/ASST. PWD | GL 30-5 | KEITH VITZTHUM | \$ 27.51 | \$ 28.08 | GL 30-6 | HOURLY RATE |
| WASTEWATER SUPERVISOR | GL-29-1 | NATE BROCKMAN | \$ 24.67 | \$ 25.18 | GL 29- 2 | HOURLY RATE |
| STREET SUPERVISOR | GL-23-2 | MATHEW KAHLER | \$ 20.67 | \$ 21.10 | GL 23-2 | HOURLY RATE |
| PUBLIC WORKS EMP. UTILITY II | GL 18-1 | AUSTIN STRUMPFER | \$ 17.82 | \$ 18.19 | GL 18-2 | HOURLY RATE |
| PUBLIC WORKS EMP. | GL 20-2 | JESSE MARKUS | \$ 19.28 | \$ 19.68 | GL 20-3 | HOURLY RATE |
| PUBLIC UTILITY EMP./PARKS | GL13-3 | ROCKY SMITH | \$ 15.99 | \$ 16.32 | GL 13-4 | HOURLY RATE |
| PARKS AND RECREATION | | | | | | |
| PARKS & RECREATION DIR. | GL 26-2 | TRAVIS BAKKEN | \$ 47,927.00 | \$ 48,908.00 | GL 23-3 | ANNUAL SALARY |
| DOL Adjustment November 19, 2016 | | | | | | |
| ADMINISTRATIVE ASSISTANT | GL 14-2 | HEATHER DENGEL | \$ 16.15 | \$ 16.49 | GL 14-3 | HOURLY RATE |
| ADMINISTRATION | | | | | | |
| CITY ADMINISTRATOR | GL 42 | JOHN HALDEMAN | \$ 83,225.00 | \$ 84,930.00 | GL 42 | ANNUAL SALARY |
| CITY CLERK/FINANCE OFFICER | GL 25-8 | JOLENE LETTOW | \$ 25.17 | \$ 26.22 | GL 25-10 | HOURLY RATE |
| UTILITY CLERK/ZONING SECRETARY/DEP. CC | GL 16-P | AMY KAPLAN | \$ 16.47 | \$ 17.17 | GL 16-2 | HOURLY RATE |
| ADMINISTRATIVE CLERK | GL 16-7 | LISA WHEELER | \$ 18.92 | \$ 19.32 | GL 16-8 | HOURLY RATE |
| ADMIN. CLERK-PART TIME | GL-11-4 | KAREN ANDERSON | \$ 15.38 | \$ 15.38 | GL-11-4 | HOURLY RATE |
| CUSTODIAN | GL 14-5 | VACANT | \$ 17.14 | \$ 17.50 | GL 14-6 | HOURLY RATE |

Any Public Works employee who obtains a license above what they are required to have will receive a step increase for each license obtained.

P – Probationary employees receive increase after successfully completing their probationary period and satisfactory evaluation. All probations and license requirements must be completed before increase.

SECTION 2. The normal work week for the City of Huxley shall begin on Saturday at 12.01 a.m. and end on the following Friday at midnight.

SECTION 3. Job descriptions, rules and benefits will be provided to each employee and updated as required.

SECTION 4. GROUP HEALTH INSURANCE AND BENEFITS: The City will provide benefits to the City employees as outlined in the City's Personnel Manual and related resolutions.

SECTION 5. MILAGE REIMBURSEMENT/AUTO ALLOWANCE: If an employee is asked to travel on behalf of the City they shall use a City vehicle when it is possible to do so. If an employee has to use their own vehicle they shall be reimbursed at the rate set by the IRS for that fiscal year. If it is less to travel by air then that option will be implemented. If it is less costly to travel by air and the employee elects to travel by vehicle and they use their vehicle, the employee shall not receive reimbursement greater than the lesser cost between air and vehicle.

SECTION 6. EFFECTIVE DATE: The effective date of these salaries and policies shall be *July 1, 2017*. Those employees that are in their probationary period at the time this resolution becomes effective shall be eligible upon successfully completing their probationary period.

SECTION 7. COMPENSATORY TIME: An employee may choose to receive comp time or overtime for hours worked over 40 hours in a work week. No employee shall accumulate more than 40 hours of compensatory time in any calendar year. Any employee that has reached the maximum of 40 hours may not select comp time but shall receive overtime for approved hours earned over 40 hours worked or until such time that compensatory time has fallen below 40 hours.

SECTION 8. This resolution declares null and void any sections of previously approved salary resolutions in conflict with sections of this resolution.

| |
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| |
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| Roll Call | Aye | Nay | Absent |
|----------------|--------------------------|--------------------------|--------------------------|
| Kevin Deaton | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Craig Hemmen | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| David Jensen | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Dave Kuhn | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Tracey Roberts | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

PASSED AND APPROVED this ____ day of June, 2017.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 17-046** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this ___th day of June, 2017.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

RESOLUTION NO. 17-047

**RESOLUTION GIVING NOTICE TO THE BALLARD COMMUNITY SCHOOL DISTRICT TO REMOVE
PETROLEUM FUEL DISTRIBUTION SYSTEM**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUXLEY:

SECTION 1. That the Ballard Community School District, who is part of the 28E Agreement with the City of Huxley as described in Resolution 96-22, is given notice to have their fuel system and appurtenances removed from its present location at 603A Oak Boulevard, Huxley, Iowa.

SECTION 2. All equipment and appurtenances must be removed from this location by **SEPTEMBER 5, 2017** and also by this time that the ground be restored.

SECTION 3. This resolution declares null and void any sections of previously approved resolutions in conflict with sections of this resolution.

PASSED, ADOPTED AND APPROVED this ____th day of June, 2017.

| Roll Call | Aye | Nay | Absent |
|----------------|-----|-----|--------|
| Kevin Deaton | ___ | ___ | ___ |
| Dave Jensen | ___ | ___ | ___ |
| Dave Kuhn | ___ | ___ | ___ |
| Craig Hemmen | ___ | ___ | ___ |
| Tracey Roberts | ___ | ___ | ___ |

PASSED, ADOPTED AND APPROVED this ____th day of June, 2017.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 17-047** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this __th day of June, 2017.

Craig D. Henry, Mayor

ATTEST:

Jolene Lettow, City Clerk

COPY

SPACE RESERVED FOR RECORDING INFORMATION

INSTRUMENT PREPARED BY: F. J. Feilmeyer, P.O. Box 270, Ames IA 50010 (Tel: 515-239-5000)

City of Huxley, Iowa, Resolution No. 96-22
Ballard Community School District Resolution

AGREEMENT

Pursuant to Iowa Code Chapter 28E

THIS IS AN AGREEMENT made by and between City and School District upon the following terms and conditions:

1. DEFINITIONS. When used in this Agreement, unless otherwise required by the context:

- 1.1. "City" means the City of Huxley, Iowa, a municipal corporation located in Story County, Iowa, and which has as its mailing address: 116 North Main Ave., P.O. Box 6, Huxley, IA 50124.
- 1.2. "School District" means the Ballard Community School District, an Iowa School Corporation, which has as its mailing address: 315 North Main Ave., Huxley, IA 50124.
- 1.3. "Agreement" means this instrument in its entirety as signed by the parties thereto.
- 1.4. "Leased Area" means a part of City's maintenance facility grounds consisting of a concrete pad with dimensions of approximately 26 feet by 10 feet in the south-east corner of certain real property located at 603A Oak Boulevard, Huxley, Iowa.
- 1.5. "Hazardous Material" means any hazardous or toxic substance, material or waste, including petroleum products and including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation hazardous materials Table (49 CFR § 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) or amendments thereto, and such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.

2. CIRCUMSTANCES AND PURPOSE. Each of the parties to this Agreement is a "public agency," and each has the power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa provided by this Agreement. The governing body of each of the parties finds it to be in the best interest of their respective citizens to enter into an agreement whereby they may make efficient use of their powers, provide joint services and facilities, and cooperate in other ways of mutual advantage with re-

spect to use of the leased area. The purpose of this Agreement is to provide the terms and conditions for an orderly relationship between City and School District for construction on and the lease of the Leased Area.

3. DUTIES OF CITY. City Agrees as follows:

- 3.1. *Lease.* City shall lease the Leased Area to School District for use as a fuel depot and petroleum storage and distribution site, and the basic rental shall be the mutual promises provided in this Agreement.
- 3.2. *Preparation.* City shall construct on the Leased Area at a place to be determined by City a 26-foot by 10-foot concrete pad with a 2-foot concrete berm suitable for installation of an above-ground 500-gallon fuel barrel and use by School District as a fuel depot for School District's vehicles.
- 3.3. *Costs Itemized.* City shall submit to School District an itemized statement of costs of construction of the concrete pad and berm for the housing of one above-ground 500-gallon fuel barrel.
- 3.4. *Maintenance And Utilities.* City shall pay the charges for electric utility services for one petroleum distribution system. City shall be responsible for and shall keep in good repair and operating condition at City's expense all structural parts of the leased area, all mechanical and utility systems serving the leased area, and for maintenance of and snow removal on driveways.
- 3.5. *Access By School District.* City shall permit School District and its employees, agents, and invitees, to have the nonexclusive right to use, for ingress to and egress from the leased area, any sidewalk, parking area, and driveway providing reasonable and convenient access between the leased area and a public right-of-way.

4. DUTIES OF SCHOOL DISTRICT. School District agrees as follows:

- 4.1. *Lease.* School District shall lease the Leased Area from City for use as a fuel depot and petroleum storage and distribution site, and the basic rental shall be the mutual promises provided in this Agreement.
- 4.2. *Reimbursed Costs.* Upon presentation by City to School District of an itemized statement of costs, School District shall pay ~~from the General Fund~~ to City the costs of construction of the concrete pad and berm. *M.L.M.*
- 4.3. *Improvements By School District.* School District shall have the right, at School District's expense, to make improvements, additions and alterations to the leased area, including the installation of an above-ground 500-gallon petroleum distribution system. School District shall, at School District's expense, secure all governmental permits required for such improvements, additions or alterations; pay all fees and charges, including "impact fees," assessed in connection with the issuance *M.A. - City Admin. Hurley*

of such permits; and comply with all conditions of such permits. Upon termination of this agreement, School District shall remove all petroleum products or other hazardous materials, petroleum containers, and petroleum distribution systems.

- 4.4. *Maintenance.* School District shall, at School District's expense, maintain the leased area in a reasonably safe, clean, and serviceable condition. School District shall provide all necessary repairs, replacements, and maintenance required during the term of the lease for all improvements now located on or hereafter added to the leased area, including the petroleum storage and dispensing system and all component parts thereof. The quality of all repairs, replacements, and maintenance shall be at least equal to that of the original work. School District shall keep the leased area free of all accumulations of trash and debris.
- 4.5. *Insurance.* School District shall, at its cost, at all times while this lease is in force, maintain in force an insurance policy or policies against all liability resulting from injury occurring to persons or damage occurring to property upon the leased area during School District's occupancy of the leased area.
- 4.6. *Access By City.* School District shall permit City to have reasonable access to the leased area for purposes of examining same or for such other reasonable purposes as may be necessary to protect or enforce City's rights under this lease.
- 4.7. *Hazardous Material.* If the presence of hazardous material on the leased area caused or permitted by School District results in contamination of the leased area, or if contamination of the leased area by hazardous material otherwise occurs for which School District is legally liable to City for damage resulting therefrom, then School District shall indemnify, defend and hold City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the leased area, damages for the loss or restriction on use of rentable or usable space or of any amenity of the leased area, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the lease term as a result of such contamination. This indemnification of City by School District includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of hazardous material present in the soil or ground water on or under the leased area. Without limiting the foregoing, if the presence of any hazardous material on the leased area caused or permitted by School District results in any contamination of the leased area, School District shall promptly take all actions at its sole expense as are necessary to return the leased area to the condition existing prior to the introduction of any such hazardous material to the leased area; provided that City's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-

term effect on the leased area. The foregoing indemnity shall survive the expiration or earlier termination of this lease.

5. **ADMINISTRATOR.** The city administrator of City shall be the administrator of this Agreement.
6. **TERM.** The initial term of this Agreement shall be for a period of one year commencing on the effective date and expiring on September 1, 1997. The initial term of this agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this agreement for the initial term, unless this agreement is terminated by the express election of either City or School District as hereinafter provided.
7. **TERMINATION.** Either party may terminate this Agreement as of a specified date by giving written notice of such election to the other not less than thirty days prior to the effective date of termination specified therein.
8. **SEPARATE ENTITY.** There shall be no separate entity created by this Agreement to which any power or authority of either party shall be delegated.
9. **PROPERTY.** There shall be no joint acquisition or ownership of any real or personal property. Any real or personal property acquired by a party to this Agreement for the purpose of carrying out the terms of this Agreement shall be acquired, held, owned, used, and disposed of solely by, in the discretion of, and at the expense of the party acquiring title. Anything affixed to the real property by School District shall be and remain the property of School District.
10. **RECORDING & EFFECTIVE DATE.** City shall cause this Agreement to be filed with the Secretary of State and recorded with the Story County Recorder as required by law. The effective date of this Agreement shall be the later of the date on which this Agreement is last filed and the recorded as provided by law.
11. **NOTICE.** Unless otherwise required by law, any notice or demand required or permitted by the terms of this Agreement shall be sufficient and deemed complete when expressed in writing and either (a) personally delivered to the person entitled thereto, or (b) deposited at any office of the United States Postal Service in the form of certified mail addressed to the last known mailing address of the person entitled thereto, or (c) served on the person entitled thereto in the manner of an original notice under the Iowa Rules of Civil Procedure.
12. **ENTIRE AGREEMENT.** This instrument constitutes the entire agreement between the parties with respect to the subject matter thereof and supersedes all prior statements, representations, promises and agreements, oral or written. No addition to or change in the terms of this Agreement shall be binding upon the parties unless it is expressed in a writing signed by the parties.
13. **TIMELY PERFORMANCE.** Time is of the essence in this Agreement. However, no delay by a party to this Agreement in exercising any right or remedy provided herein or otherwise

afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy or constitute a waiver of any existing or subsequent default by any other party to this Agreement.

14. **SEVERABILITY.** If any part of this Agreement shall be adjudged invalid or unenforceable such adjudication shall not affect the validity or enforceability of this Agreement as a whole or any part thereof not adjudged invalid or unenforceable.

15. **CONSTRUCTION.** Words and phrases used in this Agreement shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa. The paragraph headings in this Agreement are for convenience only and in no way define or limit the scope or intent of any provisions of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

IN WITNESS OF THIS AGREEMENT and pursuant to Resolution Number 96-22 of the City Council approved on the 14th day of August, 1996, the City of Huxley, Iowa, has executed this instrument on the 14th day of August, 1996.

[Seal]



Attest:

By Cynthia R. Rose
Cynthia Rose, City Clerk

CITY OF HUXLEY, IOWA

By Norman A. Luiken
Norman A. Luiken, Mayor

IN WITNESS OF THIS AGREEMENT and pursuant to Resolution approved on the 16th day of September, 1996, by the School Board, Ballard Community School District has executed this instrument on the 16th day of September, 1996.

[Seal]

BALLARD COMMUNITY
SCHOOL DISTRICT

Attest:

By Connie Marker
Connie Marker, Secretary/Treasurer

By Gerald Ness
Gerald Ness, President
Michael McGregor