



CITY COUNCIL MEETING NOTICE
TUESDAY, SEPTEMBER 27, 2022, 6:00 P.M.

CITY COUNCIL CHAMBERS

AGENDA

- a) **CALL TO ORDER REGULAR MEETING: ROLL CALL**
- b) **APPROVE AGENDA AS PRESENTED AND/OR AMENDED**
- c) **PUBLIC COMMENT (5 MINUTE TIME LIMIT FOR ITEMS NOT ON THIS AGENDA)**
- d) **CONSENT AGENDA – *These are routine business items and will be acted upon by one Roll Call Vote without separate discussion unless a Councilmember or citizen requests an item to be removed or considered separately.***
 - a) Approve Minutes from September 13, 2022 Council Meeting
 - b) Approve Payment of Bills
- e) **BUSINESS ITEMS – City Administrator Search Process/Consultant: Hinson Consulting, LLC**
- f) **INFORMATIONAL ITEMS-DIRECTION TO CITY STAFF**
 - a) Direction to Staff for October 4th Council Work Session
- g) **DEPARTMENTAL, COUNCIL AND MAYOR REPORTS**
- h) **CLOSED SESSION**
 - a) Motion to go into Closed Session in accordance with Iowa Code Section 22.5(1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

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

HUXLEY CITY COUNCIL MEETING MINUTES

Tuesday, September 13, 2022

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

COUNCIL MEETING: The Huxley City Council held a meeting on the above date pursuant to rules of the council, notice posted at City Hall and onto website. Mayor Pro Tem Kuhn called the meeting to order at 6:02 pm.

ROLL CALL: Kuhn, Echer, Thompson, Pilcher, Roberts

AGENDA APPROVAL: Motion by Pilcher, second by Echer to approve agenda as presented. Roll Call: Kuhn, Echer, Pilcher, Thompson, Roberts voted yes. Motion carried.

CITY STAFF PRESENT: Jolene Lettow - City Clerk, Nathan Albaugh – Police Sargent, Heather Denger – Parks and Recreation Director, Cathy VanMaanen – Library Director

CONSENT AGENDA: Motion by Kuhn, second by Echer to Approve Consent Agenda Items as Listed:

- a. Approve Minutes from August 23, 2022 Council Meeting, August 30, 2022 Work Session, September 6, 2022 Special Council Meeting/Work Session
- b. Approve Payment of Bills
- c. Approve Appointment of Doug Schonhorst to the Planning and Zoning Board
- d. Motion to Accept Proposal from Hinson Consulting, LLC for Recruitment of City Administrator
- e. Approve Resolution No. 22-076 Payment Application No. 5 Manatt's Street Rehabilitation Project
- f. Approve Resolution No. 22-077 Payment Application No. 10 Woodruff Water Treatment Plant Expansion
- g. Approve Resolution No. 22-078 to Set Hearing Date of October 11th for Voluntary Annexation of Proposed 120 South LLC Development
- h. Approve Resolution No. 22-079 to Set Hearing Date of October 11th for Rezoning of Proposed 120 South LLC Development from A-1 to R-5
- i. Approve Resolution No. 22-080 to Accept Annual Agreement with Ames Economic Development Commission

Claims:

ACTIVE911, INC.	YEARLY SUB 22/23	450.00
AFLAC	AFLAC	108.48
BAKER & TAYLOR ENTERTAINME	BOOKS	147.65
BOOR, JESSICA	BOOR, JESSICA	120.00
BOUND TREE MEDICAL	2 MEDIUM GLOVES	126.30
BROOKS, SHARON	VOLLEYBALL-OVERPAID	40.00
CARDMEMBER SERVICE	JULY CARD BILLING	9,458.39
CENTRAL IOWA LAWN & LANDSC	PTO SWITCH	38.46
COMPUTER RESOURCE SPECIALI	COMPUTER SETUPS/SUPPORT	1,080.00
CONSUMERS ENERGY	JULY BILL	10,313.21
DELTA DENTAL PLAN OF IOWA	DENTAL INSURANCE	695.54
EBS	MEDICAL INSURANCE	9,100.04
EDWARD JONES	IRA	125.00
EKLUND ANNA	WOMEN 10K WINNER	50.00
FIDELITY SECURITY LIFE	VISION INS	145.45
GALLS, LLC- DBA CARPENTER	BECKER- PANTS/BOOTS	678.39
GATEHOUSE-DB IOWA HOLDINGS	GATEHOUSE-DB IOWA HOLDINGS	947.66
GRAINGER	24W633 SOLENOID	96.26
GREAT-WEST LIFE & ANNUITY	DEFERRED COMPENSATION	409.62
GREENLAND HOMES	404 W CENTENNIAL DR REFUND	2,000.00
HACH COMPANY	HACH COMPANY	564.49
HAWKINS, INC.	WATER CHEMICALS	2,540.54
HUSTON EMMA	WOMENS 5K WINNER	50.00
INLAND TRUCK PARTS COMPANY	BRAKE HOSE/BRAKE CALIPER/CORE	649.77
INTERNAL REVENUE SERVICE	FED WITHOLDING TAX	14,744.69
IOWA DEPARTMENT OF NATURAL	00	210.00
IOWA PRISON INDUSTRIES	STREET SIGNS- N 4TH AVE/W 3RD	165.00
IPERS	IPERS	9,469.40
LEACH KIRK	MEN'S 10K WINNER	50.00
LINCOLN FINANCIAL GROUP	DISABILITY INSURANCE	1,022.67
MANATTS	STREETS PROJECT #4	82,275.70
MARCO, INC.	COPIER FEES	16.74

MISCELLANEOUS VENDOR	BRIERLY, GARRETT :US REFUND	1,547.54
MR. STORAGE, LLC	REFUND 105 SNYDER DR	1,000.00
NEW CENTURY FS INC	JULY FUEL BILL	6,874.35
O'HALLORAN INTERNATIONAL	506 TRUCK REPAIR	66.00
OVERDRIVE, INC.	BRIDGES E-BOOKS CONTENT FEE	1,191.24
OXEN TECHNOLOGY	REMOTE LABOR	95.50
PETERSEN BRYAN	MEN'S 5K WINNER	50.00
POSTMASTER	POSTMASTER	541.71
PREMIER	PRINTER FEES	54.39
QUALIFICATION TARGETS INC.	100-FBI-Q-R2	32.04
RIGLER, CORY	FLAG FOOTBALL REFUND	62.00
SAFE BUILDING COMPLIANCE &	SAFE BUILDING JULY	3,425.56

	REVENUES	EXPENSES
001 GENERAL FUND	7,821.78	82,221.51
002 LIBRARY	676.10	13,778.06
003 RECREATION	14,165.91	14,597.62
004 FIRE AND RESCUE	0.00	3,224.23
014 AMBULANCE	1,320.00	7,087.28
110 ROAD USE TAX	139.30	184,121.87
345 WATER PLANT EXPANSION		1,567,950.24
600 WATER UTILITY	114,223.79	30,017.17
610 SEWER UTILITY	<u>80,962.34</u>	31,487.95
PAYROLL EXPENSE		<u>147,557.23</u>
GRAND TOTAL	\$219,309.22	\$2,082,034.16

Consent Agenda Roll Call: Kuhn, Echer, Pilcher, Thompson, Roberts voted yes. Motion carried.

DIRECTION TO CITY STAFF: Post job opening for Police Chief position.

Mayor Deaton entered meeting at 6:43pm

CLOSED SESSION: Motion – Pilcher, second – Kuhn to go into closed session in accordance with Iowa Code Section 22.5(1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. Motion – Roberts, second – Echer to move out of closed session. 5 ayes.

ADJOURNMENT: Motion – Pilcher, second – Thompson to adjourn meeting at 7:00pm. 5 ayes, 0 nays. Motion carried.

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk

Council Claims**9/27/2022**

Vendor	Description	Amount
A KING'S THRONE, LLC	Portajohn (Larson)	\$190.45
ANDERSON DAVID	Nord Kalsem Rental Refund	\$100.00
ARNOLD MOTOR SUPPLY	Wix 57060/EVAP 08 Chevy/	\$122.40
BAKER & TAYLOR ENTERTAINMENT	Books	\$634.60
BALDWIN SUPPLY-DES MOINES	Cog/Belts	\$111.85
BOUND TREE MEDICAL	Glucose	\$39.99
COMPASS MINERALS AMERICA	Coarse Rock Salt	\$3,462.78
COMPUTER RESOURCE SPECIALISTS	Computer/Tech Work	\$1,035.00
CONSUMERS ENERGY	August Electric Bill	\$11,071.20
DEMCO INC.	Book Processing	\$295.73
DOLLAR GENERAL-REGIONS 410526	Dollar General Bill	\$24.25
FILTER SHOP INC	10RAS EF Washable Filters	\$403.30
GALLS, LLC- DBA CARPENTER UNIF	BDU Caliguri/Polos	\$291.09
GARBAGE GUYS	City Garbage Pickup	\$541.00
GPM	Influent Sampler Temp Sensors	\$273.37
GRAINGER	20MF76-Propane Cal Gas	\$169.73
GRAYSTONE CO. LLC	Refund 420 Wicker Dr	\$1,000.00
HAWKINS, INC.	Water Treatment Chemicals	\$3,023.03
HEARTLAND CO-OP	Summer Fill- Tank Lease	\$71.29
HOMES BY ADVANTAGE LLC	Refund 504 Prairie View Dr	\$1,000.00
INTEGRATED PRINT SOLUTIONS	Soccer/Coaches Shirts Fall 22	\$1,380.00
INTERSTATE BATTERIES	Batteries	\$14.35
IOWA STATE UNIVERSITY	Radio Tower Fees-Police/Fire	\$11,401.33
JOHN DEERE FINANCIAL	V Belts x4	\$59.46
MARCO, INC.	City Hall Printing	\$17.48
MARTIN MARIETTA MATERIALS	13.6 Tons 1" Road Stone	\$236.64
MICROBAC LABORATORIES INC	August Samples	\$129.50
MK SERVICES	Annual Backflow Cert	\$635.00
MSA SAFETY SALES, LLC	02 Sensor Headworks	\$725.05
MUNICIPAL SUPPLY	Blue Mark Painting/Meter Spuds 3/4	\$454.80
NEW CENTURY FS INC	August Gas Bill	\$5,630.01
OXEN TECHNOLOGY	Remote Labor Hacked Email	\$218.75
PCC AN AMBULANCE BILLING SERVI	June/July Ambualnce Billing	\$429.96
PREMIER	Printing Fees	\$81.45
REDWOOD BUILDERS, LLC	Refund 505 Prairieview Dr	\$1,000.00
RELIANT FIRE APPARATUS	206 Pump repair	\$1,806.36
STAPLES BUSINESS CREDIT	August Staples Bill	\$485.22
STORY COUNTY SHERIFF'S OFFICE	Prairiefest Extra Security	\$390.00
SWANK MOVIE LICENSING USA	Movie License	\$412.00
SYNCB/AMAZON	Amazon Library	\$655.93
TRANE U.S. INC.	Quarterly Payment	\$8,929.75
U.S. BANK EQUIPMENT FINANCE	Printer Lease	\$104.92
UNITYPOINT CLINIC	New Hire Physicals-Police/3C's	\$423.00
VAN WALL	Hub/Wheel/Bolt.Tapping Grease	\$305.39
VEENSTRA & KIMM, INC.	Meeting Room Deisgn- Library	\$3,920.00

Council Claims

9/27/2022

VERIZON WIRELESS

August Public Works Bill

\$366.05

Total

\$71,470.89



HINSON CONSULTING, LLC

LOCAL GOVERNMENT HIRING, PLANNING & FINANCE

September 21, 2022

To: Mayor & City Council; Huxley, Iowa

From: Brent Hinson,
Hinson Consulting, LLC

Re: City Administrator Search Process

Thank you for your confidence in selecting us to perform your City Administrator search process. I am writing to provide a detailed proposed schedule additional information on how we see the process unfolding. Consultant Mark Jackson will join you at your September 27 meeting for discussion on the search.

We propose to conduct one on one meetings with Mayor, Council, and City staff members on October 6 and a discussion & consideration of the position profile & advertising plan at the October 25 City Council meeting, and have attached a number of additional items related to the search for your information.

Preliminary Work

We would request that you review the job description and ordinance that defines the duties and responsibilities for the position of City Administrator and make certain that it accurately reflects the City Council's expectations. If this job description or ordinance needs to be revised, we would recommend that it be updated as soon as possible and any changes reflected in the final position profile, to be released October 26. We have been in touch with Jolene on several information requests to update the position profile, and will be in touch with as appropriate during the process to coordinate further throughout the process.

Hinson Consulting, LLC

*Brent Hinson, Principal; 1234 Moonstone Court, Mason City, Iowa 50401
hinsonconsultingllc@gmail.com*

Proposed Timetable for the Search Process

There is enclosed a proposed timetable for the search process. Please make sure to check your schedules and set aside dates listed.

Citizen Involvement in the Process

The level of citizen involvement in the search process varies considerably from one city to the next. At this point, we are planning on a public reception on January 6 to be the main public component of the process. We can discuss additional steps, if any, that you would like to take to involve the public at your October 25 City Council meeting.

Position Advertising & Profile

We are in the process of preparing an 8-10 page position profile, as per our proposal. This document is important for framing and promoting the position and the community to potential candidates. We plan to finalize the profile and submit to the City by October 20 to allow for consideration at the October 25 meeting.

Our proposal includes providing for paid advertising on ICMA, Professional Developers of Iowa, and the Missouri Municipal League. We are members of the Iowa League of Cities and will be able to post an ad for free on their website.

Wage & Benefit Package

One of the more important matters that we need to discuss prior to advertising is the salary range for the position. We prepared a summary of a salary survey for similar city administrator positions that was done by the Iowa City Management Association in late 2021.

We would also like to discuss the content of a benefit package for the City Administrator position. As an example, we have also enclosed a copy of the offer letter that was approved by the Oskaloosa, IA City Council earlier this year. We have requested a copy of your current CA employment agreement, and this can likely be used as a template for the items you would consider in the new City Administrator's compensation package. Serious candidates for the position will likely request a written agreement, so we try to get ahead of this issue by preparing a draft employment agreement prior to the interviews to put the City Council in the best position to "close the deal" with the selected candidate as soon as possible. This works to everyone's benefit. As part of our fee, we will assist with preparing a draft agreement for legal review and approval. We are

Hinson Consulting, LLC

Brent Hinson, Owner; 1234 Moonstone Court, Mason City, Iowa 50401

hinsonconsultingllc@gmail.com

happy to coordinate the finalization of the proposed agreement through City Hall or directly with your City Attorney, as you prefer.

Confidentiality of Applications

The vast majority of candidates expect and request that their applications will remain confidential and that their names will not be released to the public or news media. If the City wants to release the names of the candidates, then we will need to advise candidates in advance, and this should only be done in the week leading up to the interviews.

Future Steps in the Process

As stated above, our plan is to meet with you on November 29 to select finalists. To make the best use of your time, we as consultants are proposing to present you with the top 8 to 10 candidates, and then have you narrow the field to no less than 3 nor more than 5 finalists. We will be getting closed session sign-offs from the recommended candidates in advance to allow for discussion of the candidates in closed session at the meeting. We will also discuss the final schedule for interview weekend at that meeting.

Process Schedule

We have prepared the following revised schedule for the search, which as before will result in interviews occurring Friday and Saturday, January 6-7, 2023. We look forward to the opportunity to work with you on this process.

Huxley Proposed Search Schedule

A. Phase I – Proposal Acceptance, Preliminary Work & Marketing of Position		
1. Consideration of Proposal	City Council	September 13
2. Initial Presentation/Discussion of Search	City Council/Consultant Jackson	September 27
3. One-on-One Meetings between Consultants and Mayor, Council, and Department Heads	City/Consultants Hinson & Jackson	October 6
4. Preparation of Position Profile and Advertisements	Consultants	By October 18
5. Consideration of Authorizing Position Profile, Ads, and Start of Advertising for Position (Consultant Hinson available virtually)	City Council	October 25
6. Placement of Advertisements & Release of Position Profile	Consultants	By October 26

Hinson Consulting, LLC

Brent Hinson, Owner; 1234 Moonstone Court, Mason City, Iowa 50401

hinsonconsultingllc@gmail.com

7. Emailing of Profiles/Phone Calls to Potential Candidates	Consultants	October 26- November 22
8. Deadline for Applications	-	November 23
B. Phase II – Selection Process		
9. Screening of Candidates	Consultants	November 23-29
10. Selection of Candidates for Virtual Interviews (Closed Session)	City Council/Consultants Hinson & Jackson	November 29
11. Virtual Interviews (Closed Session); Selection of Candidates for Formal Interviews (Council direction following closed session)	City Council/Consultant Hinson	Thursday, December 8
12. Contacts with Selected Finalists	Consultants	By December 9
13. Criminal & Credit Background Checks for Finalists	Consultants	December 9- January 5
14. Calls on Candidates' References	Consultants	December 9- January 5
15. Coordination of Interviews	City/Consultants	December 9- January 5
16. Finalist Interviews	City/Consultants	January 6-7
17. Negotiations with Selected Candidate	Consultants	January 7-8
18. Approval of Offer of Employment & Employment Contract (Consultant Hinson available virtually)	City Council	January 10
19. Proposed Start Date	New CA	By February 27

We look forward to working with you. Thanks for your attention and for your partnership in this process.

Brent, Mark and Pat

Hinson Consulting, LLC
Brent Hinson, Owner; 1234 Moonstone Court, Mason City, Iowa 50401
hinsonconsultingllc@gmail.com

IaCMA Salary Survey, December 2021
Conducted by the Iowa League of Cities*

City/County	Population	# FT Employees	Employment Contract	Years at Current Position	Years in Profession	Highest Level of Education Obtained	ICMA Credentialed Manager	Base Salary
Rock Valley	4,059	21	No	21	21	Bachelors Degree	No	\$ 97,312
Chariton	4,100	18	Yes	3	2.5	Masters Degree	No	\$ 94,500
Jefferson	4,200	33	Yes	14	22	Bachelors Degree	No	\$ 109,000
Forest City	4,285	45	Yes	1	1	Associates Degree	No	\$ 78,000
Hampton	4,337	25	Yes	18	18	Bachelors Degree	No	\$ 106,347
Dyersville	4,477	22	Yes	18	25	Masters Degree	Yes	\$ 116,732
Camanche	4,520	24	Yes	5	5	Masters Degree	No	\$ 89,125
Mount Vernon	4,527	27	Yes	6	21	Bachelors Degree	Yes	\$ 112,500
Windsor Heights	4,667	31	Yes	1	27	Bachelors Degree	No	\$ 122,400
Harlan	4,893	29	Yes	5	5	Bachelors Degree	No	\$ 105,955
Harlan	4,893	29	Yes	5	5	Bachelors Degree	No	\$ 105,019
Vinton	4,938	40	Yes	7	22	Masters Degree	Yes	\$ 119,856
Winterset	5,353	36	Yes	1	1	Masters Degree	No	\$ 93,019
Polk City	5,543	25	Yes	2	10	Masters Degree	Yes	\$ 129,000
Adel	6,153	30	Yes	7	9	Masters Degree	No	\$ 118,169
Nevada	6,925	50	Yes	2	3	Masters Degree	No	\$ 112,840
Bondurant	7,395	23	Yes	4	32	Masters Degree	Yes	\$ 147,063
Averages	5,016	30		7	15			\$ 109,226

Huxley	4,434	21	Yes	2	2	Masters Degree	No	\$108,150
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* Results truncated to select only cities comparable to Huxley and to narrow categories



April 23, 2022

Ms. Amal Eltahir
555 Oak Park Circle
Marion, IA 52302

Dear Amal:

On behalf of the City of Oskaloosa and with the consensus of the City Council, we are pleased to conditionally offer you the City Manager position, with the following terms:

- Start Date: No later than June 13, 2022.
- Salary: \$147,000 annually, with review at six months' employment with possible adjustment to \$150,000 based on satisfactory performance.
- Term: 2 years, with a minimum 60 days' notice.
- Severance: Seven (7) months' pay, and employer's share of medical premiums for seven months.
- Voluntary Resignation Notice Required: Six weeks, with no more than 5 days of leave during the notice period.
- Performance Evaluation: 6 month review. Annual review thereafter.
- Auto Allowance: \$350/month for use of your personal vehicle.
- Vacation: Three weeks' leave for first year of employment, and three weeks' annual leave thereafter, accrue as 12-year employee. Can carry over 40 hours' maximum vacation leave each year.
- Retirement: IPERS at standard rates.
- Professional Development: ICMA & IaCMA memberships & conferences.

- Phone Allowance: City-provided cell phone.
- Relocation & Transitional Allowance: \$7,000 maximum with itemized receipts provided.
- Residency: Primary residency within city limits within six months of start date.
- Pre-employment drug screen: required prior to formal Council approval.

Thank you for considering our offer. Please respond by 2 PM on April 24, 2022. Hire is subject to mutually agreeable employment agreement wording in accordance with the provisions detailed above, as well as formal City Council approval.

Sincerely,



David Krutzfeldt
Mayor

I accept the position as described above.



4/23/2022

Amal Eltahir

EMPLOYMENT AGREEMENT

THIS IS AN EMPLOYMENT AGREEMENT made by and between City and Employee upon the following terms and conditions:

ARTICLE I. EMPLOYMENT.

The City Council of the City of Huxley, Iowa (the "Employer") hereby appoints and employs **Rita Anne Conner** (the "Employee"), and Employee hereby accepts appointment and employment with Employer as City Administrator (the "Employment Position") as follows:

1.1 DUTIES.

Subject to the direction and supervision of Employer, Employee shall perform the duties of the Employment Position as codified at Title 4, Chapter 1 of the Municipal Code of the City of Huxley, as further described in the job description and the employment policies of the City of Huxley, and as assigned by the City Council from time to time. The duties assigned to the Employment Position by Employer may be enlarged or reduced from time to time as reasonably required to satisfy the needs of Employer.

1.2 FACILITIES.

Employer, at Employer's expense, shall furnish Employee with working space, office furniture, equipment, and supplies that shall, in the opinion of Employer, reasonably be required for the performance of the duties assigned to the Employment Position.

1.3 EXCLUSIVE EMPLOYMENT.

Employee shall devote substantially all of Employee's customary working time to the performance of the duties assigned to the Employment Position.

1.4 SCHEDULE.

1.4.1 Business Hours.

Employee shall perform the duties assigned to the employment position during the normal business hours, subject to reasonable adjustments in Employee's working schedule by Employer to meet the necessary requirements of municipal operation. The normal business hours are presently from 8:00 a.m. to 5:00 p.m. on Monday through Friday. Employer recognizes that Employee must devote a great deal of time outside the normal business hours to do business of the Employer, and to that end Employee may be allowed periodically to take time off from normal business hours as agreed with Employer.

1.4.2 Other Designated Hours.

Employee shall also attend such meetings and functions, such as meetings of the City Council, outside of the normal business hours designated above as may be required, from time to time, by the City Council and as are necessary to perform the duties of the Employment Position. Employee shall also perform such duties as may be required by the mayor of the City in times of emergency,

1.5 PERSONNEL POLICIES.

The terms and conditions of Employee's employment under this Agreement shall include, insofar as they are applicable to Employee's Employment Position, the printed employee personnel policies of Employer presently in force or hereafter adopted or amended by Employer.

1.6 FLSA EXEMPTION EMPLOYEE.

Employee is an administrative or executive employee for purposes of 29 U.S. Code Section 206, 207 and 213 (the Federal Fair Labor Standards Act). The basic compensation shall not be increased if Employee performs more than the maximum hours established by the Fair Labor Standards Act.

ARTICLE II. COMPENSATION

2.1 BASIC COMPENSATION.

For the duties performed in the Employment Position under the terms of this Agreement, Employee shall be entitled to receive from Employer as basic compensation an annual salary of \$105,000 at the start of employment. The Employee shall be subject to the City of Huxley Pay Matrix and to cost of living adjustments that are granted to other city employees.

2.2.1 Initial Credit.

Upon commencement of employment, Employer shall give Employee credit for 40 hours (five (5) days) of paid vacation.

2.2.2. Accrual of Vacation Time.

Employee shall accrue 200 hours (five (5) forty-hour weeks) of paid vacation per year on the anniversary date but shall not be entitled to accrue more than 320 hours (eight (8) forty-hour weeks) except as provided in and in accordance with the employee personnel policies of Employer.

2.2.3. Scheduling.

Scheduling of vacation leave shall be subject to Employer's approval based on the reasonable and necessary requirements of the Employer's operations. Employee shall not be absent with paid vacation leave for more than fifteen consecutive workdays.

2.2.4. City Holidays.

Employee shall be entitled to holiday leave without any reduction in basic compensation for the holidays designated, from time to time, in the employee personal policies of Employer.

2.3 PAID SICK LEAVE.

Upon commencement of employment, Employer shall give Employee credit for 120 hours or 15 days of paid sick leave.

Employee shall accrue the right to take sick leave without any reduction in basic compensation in accordance with the employee personnel policies of Employer.

2.4 HEALTH, LIFE & DISABILITY INSURANCE.

Employee shall be entitled to participate in Employer's group health insurance, disability insurance and life insurance program in accordance with the employee personnel policies of Employer, provided, however, that the Employee meets the respective criteria for insurability of the respective insurers. Employee does not guarantee insurance or the insurability of Employee. Employer agrees that the death benefit of life insurance policies shall be equal to Employee's annual gross salary. In the event health insurance of life insurance policies shall equal to Employee's annual gross salary. In the event health insurance is not available at the start of employment, Employer agrees to pay (or to reimburse to Employee) the cost of COBRA premiums on insurance from Employee's previous employer until such time as Employer's insurance is available to Employee.

2.5 RETIREMENT PLAN.

Employee shall participate in the Iowa Public Employee's Retirement System, as required by law, unless the parties agree upon another comparable retirement plan permitted by law.

2.6 EXPENSE REIMBURSEMENT.

2.6.1. Mileage.

Employer shall reimburse Employee for Employee's use of personal vehicles at the mileage rate that is authorized by the Internal Revenue Service (IRS). Employee shall be responsible for the maintenance, repair, insurance, and replacement costs of her personal vehicles.

2.6.2. Other Out-of-Pocket Expenses.

Employer shall reimburse Employee for reasonable and necessary expenses personally incurred on behalf of the Employer in accordance with Employer's policies presently in force or hereafter adopted or amended.

2.7 PROFESSIONAL MEMBERSHIP & EDUCATION.

Employer shall pay the dues of Employee for membership in professional association or organizations, including the Iowa City Managers Association, the International City Managers Associations, Iowa League of Cities, and Iowa Association of Municipal Utilities. In no event shall Employer pay dues for social or fraternal associations or organizations or country clubs. Memberships provide the Employee must be deemed essential for the Employee's function as City Administrator and approved by the city council. Employer hereby agrees to budget and to pay for expenses of Employee for professional development and for participation with state and national league of municipalities. The Council may budget and pay on a case-by-case basis for other professional dues, subscriptions or education.

2.8 PAYMENT METHOD.

Basic compensation earned or vacation, holiday or sick leave pay to which Employee is entitled under this Agreement shall be paid by Employer to Employee in biweekly installments in accordance with the Employer's established schedule.

2.9 PAYROLL TAXES.

All compensation payable under this Agreement shall be subject to withholding for federal and state income taxes, Social Security taxes, and other employment taxes as required by law for common law employees.

ARTICLE 3. TERM OF EMPLOYMENT.

3.1 Initial Terms.

Unless terminated sooner under other provisions of this Agreement, the initial term of employment under this Agreement shall be for a period of three years commencing on December 16, 2019 and ending on December 15, 2022.

3.2 Extended Terms.

The initial term of employment under this Agreement shall be automatically extended for successive three year periods ("extended terms of employment") upon the same terms and conditions provided by this Agreement for the initial term of employment, unless this Agreement is amended or terminated as hereinafter provided.

ARTICLE 4. SUSPENSION.

4.1 Procedure for Suspension.

Employer may suspend Employee from active duty as of a specified date by serving written notice thereof stating the reasons for the suspension. If the suspension is for cause, Employer shall within ten days of serving the notice provide the Employee with an opportunity for a public hearing before the city council. The parties agree that the hearing before the council shall be for the limited purpose of determining whether the suspension was made for cause.

4.2 With Pay.

Employer may suspend Employee with full pay and benefits for any reason or no stated reason at any time.

4.3 Suspension for Cause.

Employer may suspend Employee and suspend all or part of pay and benefits for cause. Suspension from active duty shall take effect as of the date set forth in the notice. Suspension of pay or benefits shall take effect ten days after the date of the notice if Employee fails to request a hearing or upon a determination by the Council that the suspension was for cause.

ARTICLE 5. TERMINATION.

Either Employer or Employee 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.

5.1. Procedure.

In all cases except termination by non-renewal, if the Council terminates the employment of Employee, Employer shall follow the applicable statutory requirements for notice and hearing, which shall include not less than the following: (1) Employer shall provide by certified mail to Employee a written order of removal stating the reasons for the removal, a copy of which shall be filed with the City Clerk; and (2) Employer shall within thirty days of the mailing of notice of termination provide Employee an opportunity for a public hearing before the Council. The parties agree that the hearing before the Council shall be for the limited purpose of determining whether the termination was made for cause.

5.2 Termination by Employer "For Cause."

If the Council terminates this Agreement before expiration of the term of the Agreement for cause and either Employee fails to request a hearing or the council by resolution determines that termination was "for cause," Employer shall pay no severance benefits to Employee other than accrued wages. Employee shall be entitled to no accrued vacation or sick leave benefits.

5.3 Termination by Employer "Without Cause."

If the council terminates this Agreement and such reasons are not "for cause" or if the council by resolution after the public hearing determines that there is not cause of termination, Employer shall pay to Employee severance benefits in a lump-sum within ten business days of the termination or public hearing, whichever occurs later:

- If before the expiration of the initial term of the Agreement, in an amount equal to six (6) months of basic compensation due under this Agreement and accrued vacation benefits payable.

Except as may be otherwise required by law, Employer shall not be required to contribute, for or on behalf of the terminated Employee, to any pension or for any insurance and shall not be required to withhold taxes.

If the termination is for disability, Employer will, before termination, consider: (a) the past and anticipated length or permanence of the disability; (b) the character and possible duration of the illness or disability; (c) the nature and extent of the duties required by the contract; (d) the needs of the municipality; (e) the possibility of making reasonable accommodations; and (f) sick leave available. Upon a termination for disability, Employer shall pay Employee the difference between the basic compensation due for the appropriate period (twelve or nine months) as set out above and the amount of the disability insurance benefit paid to Employee for the same period, and Employer shall pay Employee any accrued vacation benefits and accrued sick leave benefits.

5.4. Termination by Employee Resignation.

Employee may, at any time, voluntarily terminate service to Employer effective at a date certain not less than thirty (30) calendar days after the date of tendering a written resignation to the council. Employer shall not pay severance benefits to Employee other than accrued wages and vacation benefits due through the last date of employment.

5.5 Termination by Non-Renewal.

Not less than ninety days before the expiration of a term of this Agreement, either party may serve a notice of termination of the Agreement indicating that the party does not wish to extend the Agreement. At the expiration of the term, Employer shall pay any wages or benefits then lawfully accrued but shall not pay severance benefits.

ARTICLE 6. – MISCELLANEOUS PROVISIONS

6.1 The Employer shall provide the Employee with a laptop computer for City business, which can also be used to access personal emails.

6.2 The Employer shall provide the Employee with a cell phone for City business or a monthly stipend for a negotiated amount for the use of the Employee's cell phone for City business.

6.3 The Employer shall establish a residency within the city limits of the City of Huxley, Iowa within six months of the start of employment. The Employee shall maintain residency within the boundaries of the City of Huxley, Iowa while employed by the City of Huxley.

ARTICLE 7. EMPLOYEE REPRESENTATIONS.

Employee, as consideration for the execution of this Agreement by Employer, represents to Employer that the following are true:

- Employee does not now and will not in the future use illegal or controlled substances, except as prescribed by a licensed physician.
- Employee does not now and will not in the future consume alcoholic beverages in a manner than will adversely affect Employee's work in the employment position.
- Employee will not accept other full-time employment during the term of this Agreement.
- Employee will conform to standards of dress, grooming and personal hygiene that will reflect favorable on the Employer.

ARTICLE 8. ADMINISTRATIVE PROVISIONS

8.1 Definitions.

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

- The term "Agreement" means this instrument in its entirety as signed by the parties thereto.
- The term "City" means the City of Huxley, Iowa, an Iowa municipal corporation located in Story County, Iowa which has as its mailing address: 515 N. Main Avenue, Huxley, Iowa 50124.
- The term "Council" means and refers to the City Council of City.
- The term "disability" means that Employee qualifies for payment of benefits under the City's disability policy.
- The term "Employment Position" means the position of City Administrator as described in the Huxley Municipal Code.

- The term "Employee" means Rita Anne Conner
- The term "for cause" means any one or more of the following: malfeasance, misfeasance or non-feasance in performing the duties of the Employment Position; defalcation; insubordination; inappropriate or abusive language or behavior; conviction of an offense deemed an aggravated misdemeanor or felony in the State of Iowa; failure to qualify or loss of qualifications for office; violation of written personnel policies, as amended, of Employer; breach of any covenant or representation made in this Agreement; disability; or death.
- The term "severance benefits" means liquidated damages paid to Employee upon termination of employment as provided and in the amount set forth in this Agreement.

8.2. 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 Procures.

8.3 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.

8.4 Successors Bound.

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of all parties executing this Agreement.

8.5 Severability.

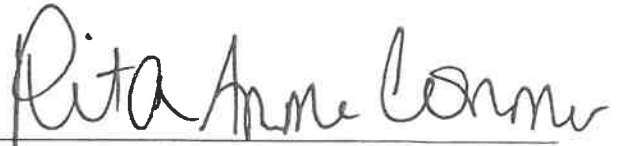
If any part of this agreement shall be adjudged invalid or unenforceable such adjudication shall not affect the validity or enforceability of this Agreement as a whole or any part thereof not adjudged invalid or unenforceable.

8.6 Interpretation.

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. Any counterpart of this Agreement may be executed by facsimile signatures on the part of one or more of the parties hereto provided that each signature pages containing a facsimile signature on behalf of any one party also contains an original signature on behalf of at least one other party.

ARTICLE 9. SIGNATURES.

IN WITNESS OF THIS AGREEMENT, and in accordance with **Resolution # 19-154** of the City Council, Employer and Employee have executed this instrument under the date of the 15th day of October 2019.



Name: Rita Anne Conner

CITY OF HUXLEY, IOWA

By:



Craig D. Henry, Mayor

By:



Jolene R. Lettow, City Clerk