



SPECIAL CITY COUNCIL MEETING NOTICE
TUESDAY, JANUARY 31ST, 2023, 6:00 P.M.

CITY COUNCIL CHAMBERS

AGENDA

- 1. ROLL CALL**
- 2. APPROVE AGENDA AS PRESENTED AND/OR AMENDED**
- 3. BUSINESS ITEM**
 - a) Motion to Untable Resolution No. 23-003 on Appointment of Selected Candidate for City Administrator and Employment Agreement
 - b) Approve Resolution No. 23-003 on Appointment of Selected Candidate for City Administrator and Employment Agreement
- 4. DISCUSSION ITEM**
 - a) Annexation – Sheldahl Property
 - b) Mayor Comments
- 5. ADJOURNMENT**

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.

RESOLUTION NO. 23-003

**RESOLUTION APPROVING SELECTED CANDIDATE AND EMPLOYMENT AGREEMENT
FOR THE POSITION OF CITY ADMINISTRATOR**

WHEREAS, the City Council of the City of Huxley desires to employ a City Administrator for the City of Huxley, Iowa; and

WHEREAS, the City Council believes it is in the best interests of the City of Huxley, Iowa to approve the appointment of a Selected Candidate for the City Administrator Position, and

WHEREAS, the City Council believes it is also in the best interests of the City of Huxley, Iowa to approve an Employment Agreement for the City Administrator in the form attached as **Exhibit "A"**.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Huxley that David Haugland is granted an offer for the City Administrator position and an Employment Agreement in the form attached as **Exhibit "A"** is hereby approved.

Roll Call	Aye	Nay	Absent
Niko Pilcher	___	___	___
David Kuhn	___	___	___
Rory Echer	___	___	___
Kevin Thompson	___	___	___
Tracey Roberts	___	___	___

PASSED, ADOPTED AND APPROVED this 31st day of January 2023.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 23-003** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 31st day of January, 2023.

Kevin Deaton, Mayor

ATTEST:

Jolene R. Lettow, City Clerk

**Huxley City Administrator
Employment Agreement**

This agreement, by and between the City of Huxley, Iowa, State of Iowa, a municipal corporation ("CITY") and David Haugland, ("EMPLOYEE"), CITY and EMPLOYEE jointly referred to as "PARTIES", shall be effective upon the approval of this agreement by Resolution of the City Council. ("EFFECTIVE DATE")

WITNESSETH:

WHEREAS, CITY desires to appoint and employ the services of EMPLOYEE as City Administrator of the City of Huxley, Iowa as provided by Chapter 21 of the Huxley, Iowa Code of Ordinances; and

WHEREAS, it is the desire of the City Council of Huxley ("Council") to provide certain benefits, establish certain conditions of employment and to set working conditions of said EMPLOYEE; and

WHEREAS, it is the desire of the Council to appoint, secure and retain the services of EMPLOYEE and to set terms for continued employment and termination; and

WHEREAS, EMPLOYEE desires to be appointed and to serve as City Administrator for CITY;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the PARTIES agree as follows:

1. AGREEMENT:

CITY hereby agrees to appoint and employ EMPLOYEE as City Administrator for the CITY, to perform the functions and duties specified in Chapter 21 of the City of Huxley, Iowa Code of Ordinances, and to perform such other legally permissible and proper duties and functions as assigned to EMPLOYEE by the City Council of CITY. EMPLOYEE agrees to begin employment within 60 days of the date of this agreement unless other arrangements are made with the agreement of the Mayor.

2. SALARY:

CITY agrees to pay EMPLOYEE for EMPLOYEE's services an initial annual salary of One Hundred Twenty-Five Thousand Dollars (\$125,000). The Council may thereafter increase EMPLOYEE'S salary by Resolution of the Council, said salary increases not being deemed to be an amendment to this agreement, but rather being authorized by this provision.

3. TERMS OF EMPLOYMENT:

A. Pursuant to Chapter 21 of the City Code, EMPLOYEE is appointed as City Administrator for an indefinite term. Pursuant to Chapter 21 of the City Code and Iowa Code Chapter 372.15, the CITY may at any time terminate or suspend the employment of the EMPLOYEE by the approval of a Resolution of the City Council, with advance written notice to EMPLOYEE as provided herein.

B. The EMPLOYEE may at any time resign from the position of City Administrator with advance written notice to CITY as provided herein.

C. This agreement shall remain in full force and effect from the EFFECTIVE DATE, unless and until terminated by the CITY or the EMPLOYEE as allowed and provided for herein.

4. TERMINATION AND SEVERANCE PAY:

A. In the event EMPLOYEE is terminated by the CITY during such time as EMPLOYEE is willing and able to perform required duties under this agreement, then in that event CITY agrees to pay EMPLOYEE, following the last day of paid employment, a payment equal to six (6) months' aggregate salary, as severance pay, payable in a lump sum or on the regular payroll schedule, in the sole discretion of EMPLOYEE, subject to all deductions to which EMPLOYEE's salary was subject to during employment. The CITY will also continue to pay the City share of medical/health insurance premium(s), consistent with the plan(s) in place for EMPLOYEE at the termination of employment, and any and all contributions to employee's retirement accounts mandated by State Code, for a period six (6) months starting with the first month following the last day of paid employment. If EMPLOYEE is terminated as described in Section 4B below EMPLOYEE shall be entitled to the payment of Severance pay and benefits as set forth above. Severance pay is based and/or determined solely on EMPLOYEE'S base salary and does not include any other benefits whatsoever. Additionally, CITY agrees that to ensure adequate opportunity for the EMPLOYEE to establish a good working relationship with new elected officials, the EMPLOYEE shall not be terminated without cause within One Hundred Twenty (120) days of the swearing in of any newly elected official, whether the position is filled by election or appointment to an open seat.

However, in the event EMPLOYEE is terminated for cause, the CITY shall have no obligation to pay or provide severance or to provide medical/health benefits, or any other benefits, as set forth above. Cause includes but not limited to the following: EMPLOYEE'S theft of City property; EMPLOYEE'S dishonesty; EMPLOYEE'S failure to cure or correct areas of material deficiency in the performance of EMPLOYEE'S duties within sixty (60) days of the receipt by EMPLOYEE of specific written notice from the City Council describing those areas of material deficiency; EMPLOYEE'S material violation of City's rules, regulations or policies; EMPLOYEE'S willful neglect of duty; EMPLOYEE'S conviction of a crime or immoral act which would materially damage the reputation of the City or affect the performance of EMPLOYEE's duties; or EMPLOYEE'S malfeasance in office.

B. In the event CITY at any time during the term of this agreement reduces the salary or

other financial benefits of EMPLOYEE in a greater percentage than an applicable across-the-board reduction for all Department Heads of the CITY, or in the event the CITY refuses, following written notice, to comply with any other provision benefiting EMPLOYEE provided for herein or by any future amendment hereof, or the EMPLOYEE resigns following a formal request of the City Council that EMPLOYEE resign or risk termination, then, in that event, EMPLOYEE may, in EMPLOYEE'S sole discretion, deem EMPLOYEE'S employment to have been "terminated" at the date of such reduction and/or suggested resignation. Employee must make such determination within fourteen (14) days of the triggering event, whether the reduction of pay/benefit or suggested resignation.

C. In the event EMPLOYEE voluntarily resigns EMPLOYEE'S position with the CITY, EMPLOYEE shall provide the CITY with six (6) weeks' advance written notice unless the parties agree otherwise. In the event that the Employee voluntarily resigns, the severance provisions set forth herein do not apply.

D. Notice of termination of employment of EMPLOYEE by CITY shall be in writing in compliance with Iowa Code Section 372.15. If termination is without cause, EMPLOYEE shall be given thirty (30) days' prior notice of the effective date (last day of employment) of the termination. CITY reserves the right to pay out, with applicable continuing benefits, any portion of the thirty (30) day notice period in lieu of EMPLOYEE continuing to work during said notice period.

E. The execution by EMPLOYEE of a full release of all claims known or unknown against the City shall be a condition precedent to the EMPLOYEE'S acceptance and receipt of severance pay and health insurance benefits. The acceptance of severance benefits shall also constitute the acceptance of termination and a waiver of hearing rights under Iowa Code 372.15. Nothing in this section shall prohibit EMPLOYEE from applying for unemployment insurance nor shall it prohibit CITY from objecting to and/or challenging EMPLOYEE'S application for unemployment compensation.

5. PERFORMANCE EVALUATION:

A. The City Council or its designee shall review and evaluate the performance of EMPLOYEE at or about one hundred eighty (180) days from EMPLOYEE'S first date of employment, at twelve (12) months of the first date of employment, and at least once annually thereafter, with the understanding and agreement that the Council may review EMPLOYEE at any time deemed appropriate by the Council. Said review and evaluation process shall be in accordance with specific criteria which may be modified as the City Council may from time to time determine, in consultation with EMPLOYEE. The Council agrees to provide EMPLOYEE a summary written statement of the Council's evaluation comments and considerations and provide EMPLOYEE an opportunity to discuss EMPLOYEE'S evaluation with the City Council. By the execution of this Agreement EMPLOYEE consents to any and all discussions related to EMPLOYEE'S performance being held in closed session as permitted by Chapter 21 of the Iowa Code.

B. Annually, the Council and EMPLOYEE shall define goals and performance objectives determined necessary for the proper operation of the CITY and necessary for the attainment of the Council's policy objectives. The Council and EMPLOYEE shall establish a relative priority among the identified goals and objectives and reduce same to writing. The goals and objectives shall generally be attainable within time limitations specified therein and the annual operating and capital budgets and appropriations provided and/or approved by the Council.

C. In effectuating the provisions of this Section, the Council and EMPLOYEE mutually agree to abide by all applicable laws and regulations, whether Local, State, or Federal.

6. HOURS OF WORK:

It is recognized that EMPLOYEE must devote a great deal of time outside of the normal office hours to the business of CITY and EMPLOYEE shall be charged with the responsibility of spending whatever hours are necessary to properly carrying out EMPLOYEE'S duties.

7. VACATION AND SICK LEAVE:

A. As an inducement to EMPLOYEE to become City Administrator, at the formal Council approval hereof, EMPLOYEE shall be credited with eighty (80) hours of vacation leave. Upon hire, EMPLOYEE shall immediately begin accrual of additional vacation leave on a monthly basis in the amount of ten (10) hours per month (120 hours per year). After completion of two (2) years of employment, EMPLOYEE shall accrue vacation leave on a monthly basis in the amount of thirteen and one-third (13 1/3) hours per month (160 hours per year). EMPLOYEE may carry over accrued and unused vacation time in the same manner as other employees of the City of Huxley.

B. EMPLOYEE shall be credited with eighty (80) hours of sick leave and immediately begin accrual of additional sick leave per City policy.

C. In the event EMPLOYEE'S employment is terminated, whether voluntarily or involuntarily or with or without cause, Employee shall be compensated for all accrued vacation and/or other paid time off through and including said date of termination excluding sick leave.

8. **MEDICAL/HEALTH INSURANCE:** CITY agrees to provide EMPLOYEE access to the CITY'S medical/health insurance plan(s), with coverages provided or allowed by CITY handbook or policy, inclusive of all benefits offered other full-time employees at the same employee/employer premium cost share.

9. **RETIREMENT BENEFITS:** CITY agrees to pay its share of Iowa Public Employee's Retirement System (IPERS) or an equivalent share to a qualified retirement account on behalf of EMPLOYEE in accordance with applicable state laws and regulations.

10. DUES AND SUBSCRIPTIONS:

CITY agrees to budget an amount specifically designated to pay for the professional dues

and subscriptions of EMPLOYEE for membership in the International City Management Association and the Iowa City/County Management Association and for other memberships for EMPLOYEE's continuation and full participation in regional, state and local associations and organizations necessary and desirable for EMPLOYEE's continued professional participation, growth and advancement, and for the good of the CITY, subject to the approval of the City Council.

11. PROFESSIONAL DEVELOPMENT:

A. CITY agrees to budget for and to pay the registration, travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings and occasions adequate to continue the professional development of EMPLOYEE and to adequately pursue necessary official and other functions for the CITY, including but not necessarily limited to the International City/County Management Association Conference, Iowa City/County Management Association Summer Conference, the Iowa League of Cities Annual Conference, and the Iowa Municipal Management Institute.

B. CITY also agrees to budget and to pay for the, registration fees, travel and subsistence expenses of EMPLOYEE for short courses, institutes and seminars that are necessary for EMPLOYEE's professional development and for the good of the CITY, subject to City Council approval in the annual budget.

12. AUTOMOBILE:

EMPLOYEE shall be eligible for mileage reimbursement for every mile driven for City business, at the rate adopted in City policy. Commuting mileage shall not be eligible for reimbursement. The EMPLOYEE shall provide detailed calculations of miles driven for each period prior to receiving reimbursement.

13. INDEMNIFICATION:

CITY shall defend, save harmless and indemnify EMPLOYEE against any tort, professional liability claim or demand or other legal action, whether deemed to be frivolous, groundless or otherwise, arising out of an alleged act or omission occurring in the performance of EMPLOYEE'S duties as City Administrator or resulting from the exercise of judgment or discretion in connection with the performance of EMPLOYEE'S duties or responsibilities, unless the act or omission complained of involved gross negligence, reckless, willful, and/or wanton conduct, fraudulent acts, criminal conduct, or other conduct in violation of City Policy. CITY shall indemnify EMPLOYEE against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings and any other liabilities incurred by, imposed upon, or suffered by such EMPLOYEE in connection with or resulting from any claim, action suit, or proceeding, actual or threatened, arising out of or in connection with the performance of EMPLOYEE'S duties, where not associated with reckless, willful and wanton conduct, criminal conduct, or other conduct in violation of City Policy. This provision shall not be interpreted to be an agreement to pay for EMPLOYEE'S attorney's fees should EMPLOYEE hire legal counsel of their choosing in any matter. However, should the City insurance carrier provide

a defense to City and/or EMPLOYEE in relation to any claim, CITY will not seek reimbursement of any expenses of CITY related thereto. EMPLOYEE reserves the right to request that CITY pay for outside legal representation, however, the decision to do so shall be in the sole discretion of CITY. EMPLOYEE will fully cooperate with CITY in the settlement, compromise and settlement of any such claim or suit. CITY may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

14. **BONDING:** CITY shall bear the full cost of any fidelity or other bonds required of the EMPLOYEE under law, if any.

15. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The City Council, in consultation with the City Administrator, shall fix any such other terms and conditions of employment, as it may determine from time to time to be appropriate, relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, or any other law.

B. All provisions and regulations and rules of the CITY relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to EMPLOYEE as they would to other employees of the CITY in addition to said benefits enumerated specifically for the benefit of EMPLOYEE except as herein provided. Where this Agreement provides benefits or incentives to EMPLOYEE that are not provided other employees or are in any manner inconsistent with City Policy or Handbook terms, the terms of this Agreement will dictate and/or override the terms of said Policy or Handbook, unless the terms hereof allow the Council to amend said terms/provisions or where the terms hereof are tied to the terms and provisions of City Policy or Handbook.

C. CITY agrees to provide EMPLOYEE a smartphone for use in transacting City business.

D. EMPLOYEE is required to establish a primary residency within the city limits of the City of Huxley within six (6) months of EMPLOYEE'S start date, and maintain a primary residency within the Huxley city limits for the duration of EMPLOYEE'S employment with the City. The City Council reserves the right to amend the provisions of this paragraph by Resolution upon the request of EMPLOYEE for good cause shown, said amendment to not require the approval of an amendment to this agreement based upon the contemplation of said amendment herein.

E. CITY agrees to reimburse EMPLOYEE up to five thousand dollars (\$5,000) for personal moving expenses and for temporary housing within the community, upon presentation of appropriate documentation by the EMPLOYEE.

16. **NO REDUCTION OF BENEFITS:** CITY shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of EMPLOYEE except to the degree of such reduction across-the-board for all Department Heads of CITY.

17. **NOTICES:** Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows, or at such other updated address provided by EMPLOYEE to CITY subsequent to the effective date hereof:

a. **CITY:** Mayor, City of Huxley
515 N. Main Ave.
Huxley, IA 50124

b. **EMPLOYEE:** David Haugland
117 Pedersen Street
West Branch, IA 52358

Alternately, notices required pursuant to this agreement may be personally served in the same manner as in applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

18. GENERAL PROVISIONS:

A. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of EMPLOYEE.

B. The Recitals set forth at the beginning of this Agreement are hereby incorporated by reference and made a part hereof. This Agreement represents the entire agreement between the parties as to the subject matter hereof, and may not be orally amended, modified, superseded or canceled, it being specifically understood that any of the terms, covenants, representations, and conditions hereof may only be amended by written instrument executed by both City and EMPLOYEE after approval of the Council. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. The provisions hereof are severable, and if any one or more provisions may be determined to be unenforceable in whole or in part by a court of competent jurisdiction, the remaining provisions shall nevertheless be binding and enforceable if and to the extent that the economic and legal substance of the transactions contemplated is not materially adversely affected in any matter as to any party and shall be construed and enforced so as to effectuate the intent of the entire Agreement, including the wholly or partially unenforceable provision, to the maximum extent legally permitted. The Parties acknowledge that they are entering into this Agreement voluntarily, with a full understanding of its terms, and having had the opportunity to consult with legal counsel.

C. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

D. This Agreement, and any disputes related hereto, shall be governed by and construed in accordance with the laws of the State of Iowa (without giving effect to the laws of such state in relation to choice of laws), the venue shall lie in the Story County, Iowa District Court.

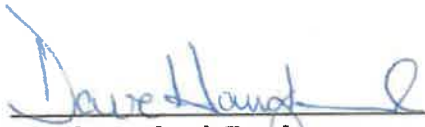
E. No delay or failure to act by CITY or EMPLOYEE to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any right, unless otherwise expressly provided herein. Waiver of any provision of the Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect.

IN WITNESS WHEREOF, CITY has caused this agreement to be signed and attested by the Mayor and City Clerk, and Employee has signed and executed this agreement, both in duplicate, on the day and year shown below.

EMPLOYER:
CITY OF HUXLEY, IOWA

EMPLOYEE:

BY:



David Haugland, Employee

Kevin Deaton, Mayor

ATTEST:

Jolene Lettow, City Clerk