

**AGENDA OF THE SLATER COUNCIL**  
**@ 6:00 PM MONDAY JANUARY 13, 2025**

**PUBLIC NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF SLATER, IOWA, WILL MEET AT SLATER CITY HALL, 101 STORY STREET, SLATER, IOWA, ON THE 13TH DAY OF JANUARY 2025 TO CONSIDER THE MATTERS ON THE AGENDA BELOW:**

1. Call to Order – (6:00 P.M.)
2. Consent agenda: these items are considered to be routine items and may be enacted by one motion. There will be no separate discussion on these items unless a Council Member or Citizen requests it. In which event, the item will be removed from the general order of business and considered separately.
  - Approval of Agenda – January 13, 2025
  - Approval of expenditures
  - Approve and place on file the minutes of the meeting December 9, 2024
  - Approval of liquor license renewal for Public House 421 – Effective date 1/17/2025
3. Citizen forum (for Citizens to speak on matters not listed on the agenda. NOTE: no formal action can be taken on matters not listed on the agenda. Please limit comments to 3 minutes.)
4. Presentations, Reports, and Department Updates
  - Sheriff's Report
  - EMS Update-
  - PW Update –
  - City Administrator / Clerk Comments
  - Mayor and Council Comments
5. Old Business:
  - Discussion of potential Low/Moderate Income projects (Use of TIF/Urban Renewal LMI set-a-side dollars)
  - 1<sup>st</sup> Reading of Ordinance 302: Noise Ordinance (to include decibel levels and times)
  - 2<sup>nd</sup> Reading of Ordinance #307: Addition of Stop & Yield signs in Prairie Creek - Plat 8
  - 2<sup>nd</sup> Reading of Ordinance #308: No parking on Four Mile Dr (Prairie Creek – Plat 8)
  - Approval of Goal Setting Report (Facilitator: Marketa Oliver)
6. New Business:
  - Resolution # 27 (2024-2025): Approval of Story Co Emergency Management 5 year Plan
  - Resolution #28 (2024-2025): Approval of Use Agreement with Ballard Sharks
  - Resolution #29 (2024-2025): Appointment to Story Co. Emergency Management Representative
  - Resolution #30 (2024-2025): Appointment to Polk Co 911 Service Board
  - Resolution #31 (2024-2025): Appointment of New City Attorney
  - Review/Update 2025 Meeting Dates (to include work sessions on 5<sup>th</sup> Mondays of month)
  - FY 2026 Budget Review

## 7. Adjourn

Attend via Zoom:

Join Zoom Meeting

<https://us02web.zoom.us/j/85639885143?pwd=qJMLrEablC51H08riWecWDtFvPbMR0.1>

Meeting ID: 856 3988 5143

Passcode: 050917

1/13/2025

# HOMES BY ADVANTAGE INFILL & AFFORDABLE HOUSING PROJECT

## INFRASTRUCTURE ASSISTANCE

The lot will be divided into 2 east/west lots, with 2 homes being constructed facing the north (facing 3<sup>rd</sup>). Both homes will be relatively narrow, on a slab, and the goal will be to target an affordability market. City will need to work with builder on setbacks.

HBA is asking for TIF assistance to complete infrastructure improvements

- i. Lots will need improvements: sewer, water, gas & electric, sidewalk and tree removal as well as grading to make the ground builder-ready for slab-on-grade housing.
- ii. We expect a need for \$20,000-30,000 per lot in TIF assistance.
- iii. We ask those funds not to be paid at the time the work is completed but do pay at the time that a CO is obtained, and the home is ready to be occupied.
- iv. Total funding will be determined by actual receipts of expenditures that HBA will provide to the city.

## AFFORDABLE HOUSING INCENTIVE

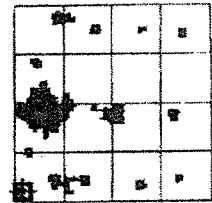
The homes will be priced to draw affordable housing shoppers. We expect the properties to have an asking price of \$290,000-340,000. We are hopeful that SSB&T will be able to put together a mortgage product that can be secured by a household meeting the 80% AMI figure as required in Story County for LMI assistance.

We intend to sell the 2 properties to the first 2 qualified buyers that make suitable offers on the homes. However, we would like to offer a special incentive to draw LMI eyes into the Slater market.






HBA is asking that the City of Slater make \$20,000 LMI funds available on each home – all funds to be used to solidify buyer financial position – if we can secure and close with an LMI buyer.



**Overview**



**Legend**

-  Parcels
-  Lots
-  Townships
-  Corporate Limits
-  Road Centerlines

<b>Parcel ID</b>	1330440140	<b>Alternate ID</b>	1330440140	<b>Owner Address</b>	IMEL, STEPHEN M & LORI A
<b>Sec/Twp/Rng</b>	30-82-24	<b>Class</b>	R - Residential		.101 BENTON ST
<b>Property Address</b>	101 BENTON ST SLATER	<b>Acreage</b>	n/a		SLATER, IA 50244
<b>District</b>	13017 - SLATER CITY/BALLARD SCH				
<b>Brief Tax Description</b>	JENKS 1ST ADD LOTS 4-6 BLK 19 (Note: Not to be used on legal documents)				

**Concerning Assessment Parcels and Platted Lots Within the City of Ames Jurisdiction:**

The solid parcel boundary lines represent the legal description as recorded and are not necessarily the official platted lot lines. Dashed lines are official platted lots. If a parcel contains dashed lines, please contact the Ames Planning & Housing Department (515-239-5400) to determine which lines can be recognized for building permit or zoning purposes. If you have questions regarding the legal description or parcel measurements, please contact the Story County Auditor's office (515-382-7210).

Date created: 1/8/2025  
Last Data Uploaded: 1/7/2025 11:15:39 PM

Developed by  **SCHNEIDER**  
GEOSPATIAL



# Notice of Funding Availability (NOFA)

### Background

The purpose of this NOFA is to solicit applications for funding from non-profit organizations, cities, developers, businesses, and other entities to complete affordable housing initiatives in Story County. Please note, the Story County Housing Trust (SCHT) does not provide direct assistance to the public and all applications must propose a project or program that benefits multiple low- and moderate- income (LMI) households. The total amount of funding available is estimated to be around \$400,000.

### Funding Restrictions

The SCHT will only consider projects and programs that improve housing affordability and benefit households below 80% area median income (AMI) with a focused interest on households below 30% AMI. See table below for Story County limits. Successful applicants must be willing to collect and verify income and demographic information for each household.

2024 HUD Area Median Income for Story County			
Household Size	30% AMI	50% AMI	80% AMI
1	\$24,600	\$40,950	\$65,550
2	\$28,100	\$46,800	\$74,900
3	\$31,600	\$52,650	\$84,250
4	\$35,100	\$58,500	\$93,600
5	\$37,950	\$63,200	\$101,100
6	\$41,960	\$67,900	\$108,600
7	\$47,340	\$77,550	\$116,100
8	\$52,720	\$77,250	\$123,550

The SCHT will only consider projects and programs that can demonstrate a readiness to proceed and prove the ability to draw funds in a timely manner. Failure to draw funds in the past may negatively impact new requests. This funding is not for pre-planning, and it is expected any needed fundraising will be nearly complete at the time of application. Funding will only be provided on a reimbursement basis with supporting documentation.

The SCHT Board of Directors reserves the right to deny any application and to prioritize allocation of funding as it sees fit. The SCHT expects applications to exceed available funds and awards may be less than requested.

### How to Apply

Applications Due: **January 8, 2025 at 5pm**

Please submit an electronic copy of your application and supporting documentation to Lucas Young at [lyoung@midiowaplanning.org](mailto:lyoung@midiowaplanning.org). Late applications will not be considered for funding. Notice of Approval/Denial will be on or after: January 21, 2025

**ORDINANCE NO. 302**

AN ORDINANCE TO AMEND CHAPTER 40: PUBLIC PEACE

SUBSECTION .03 - #2 NOISE

**BE IT ENACTED by the city council of the City of Slater, Iowa:**

**SECTION 1. FINDINGS.** The Code of Ordinances shall be amended in Chapter 40 entitled Public Peace by revising Section 40.03 #2: Noise, with the text of the revision being set forth in Section 2 below.

**SECTION 2. AMENDED SECTION**

**40.03 DISORDERLY CONDUCT.** No person shall do any of the following:

2. Noise. Make loud and raucous noise (which includes, but is not limited to, voices, engine noise, car alarms, tools, generators, and/or music). Noise measured over 85 decibels from 8pm to 7am on Sundays through Thursdays; and over 95 decibels from 11pm to 7am on Fridays and Saturdays in the vicinity of any residences or public building which causes unreasonable distress to the occupants thereof. These levels shall be measured at the edge of the city street or alley right of way closest to the sound source, or the property of the complainant.

1<sup>st</sup> Offense shall receive a written warning

2<sup>nd</sup> Offense (within 60 days of the 1<sup>st</sup> offense) shall incur a citation and fine of \$50

3<sup>rd</sup> Offense (within 90 days of the 1<sup>st</sup> offense) shall incur a citation, a fine of \$100, and be deemed an arrestable offense at the discretion of a police officer.

**SECTION 3. REPEALER CLAUSE.** Any ordinance, provision or part thereof, which differs or is inconsistent with this ordinance is hereby repealed, to the extent of said difference or inconsistency.

**SECTION 4. SEVERABILITY.** If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional by a court of competent jurisdiction, such adjudication shall not affect the validity of the ordinance as a whole, or any section, provision or part thereof not adjudged invalid or unconstitutional

**SECTION 6. EFFECTIVE DATE.** This ordinance shall be in effect following its final passage, approval, publication of this ordinance as required by law.

Passed and approved this \_\_\_\_\_ Day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Taylor Christensen, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Davies, City Administrator/Clerk



**CITY OF SLATER, IOWA  
MAYOR & CITY COUNCIL GOAL SETTING REPORT 2025-2026**

**Mayor:**

**Taylor Christensen**

**City Council:**

**Shawn Birdsall**

**Craig Conley**

**Sue Erickson**

**Ken May**

**Joel Newman**

**City Clerk:**

**Jennifer Davies**

**Facilitator:**

**Marketa Oliver**

**November 25 & December 3, 2024**

## Introduction

The City of Slater recently engaged in a strategic planning session. In advance of the day-long retreat, the Mayor, Council, and staff leadership team participated in a survey that addressed organizational effectiveness, accomplishments over the past two years, initiatives to be achieved in the next two years, and goals for beyond two years. Full details of the survey results are included in Exhibit 1 of this report. The entire process for the strategic planning session included:

1. The preparation of a questionnaire regarding organizational effectiveness and suggestions to improve it;
2. The preparation of a questionnaire to identify recent accomplishments, issues/trends/concerns, initiatives, programs, and policies, and suggestions to improve organizational effectiveness;
3. Elected and appointed official participation in a day-long planning session; and
4. Prepare a final report for consideration of adoption by the Mayor and Council.

## Goal Setting Work Session

The City of Slater held a work session on November 25 and December 3, 2024. City of Slater leadership in attendance and participating at the meeting were: Mayor Johnny Christensen; Council Members Shawn Birdsall, Craig Conley, Sue Erickson, Ken May, and Joel Newman; City Administrator/Clerk Jennifer Davies; Deputy City Clerk Danielle Wolfe; Fire Chief Brant Stumpher; Public Works Director Mark Estrem; and Library Director Jennifer Gogerty.

### 1. Major Accomplishments over the past 2 years

#### Identified in the Survey

- Dog Park
- Wastewater Treatment (have not achieved yet) (x7)
- Improved sheldahl relations
- Main Street building/development (x5)
- Tuesday night marketplace
- Funding/planning for new Library/Community Center
- NW Corner of the City Plan
- New Residential Development (x2)
- Sieversl industrial Park (x4)
- Sewer/Water Expansion
- Trailside Development/Grants Secured for it
- Attracting young people in community leadership positions
- Coffee Shop
- Retain staff year after year
- Start GIS mapping/information
- Reasonable growth rate
- No serious on the job injuries
- Progress on sports complex
- Open pool (after being told 15 years ago it would only last a few years)
- Daycare Project
- Pedestrian crossing
- Speed feedback signs
- Light Up Stop Signs



### **Discussed/Identified during the work session**

- Wastewater Treatment Plant (\$8 million)
- Beautification/Main Street Lighting
- Dog Park
- Street Resurfacing
- Main Street - Public House
- Housing Development
- Industrial
- Parks Focus
  - Lighting
  - Trail
- Daycare (under construction - county also incentivized)
- Water Tower Repainted

## **2. Initiatives, programs, policies to consider within the next 2 years**

### **Identified in the Survey**

#### **Planning & Land Use**

- Updating comprehensive plan
- Identify needs (residential, commercial, industrial) for desired growth Master Plan/design work for strategic expansion
- Future Land Use
- Parks and Trails Master Plan (including swimming pool plan)
- Annexation Discussion with surrounding land owners
- GIS Mapping
- Working document to show ideas or plan of a particular property or parcel

#### **Personnel/Staffing**

- Staffing levels at City Hall (number of employees and expertise)
- Update employee job descriptions (x2)
- Update handbook - nepotism policy (x3)
- Personnel Management: Performance Reviews, Benefits Reviews
- Onboarding process for new employees, new council, and perhaps new residents
- Hiring more staff/more defined roles

#### **Economic Development**

- Development of empty Main Street area (learn from non-traditional solutions)
- Business Development
- Continue developing Main Street

#### **Fiscal Management**

- Capital Improvement Plan/Capital Equipment Plan (x3)
- Financial Capability/Feasibility Plan
- Fiscal Responsibility (Accurate budget tracking and monthly reports in council packet, improved cash management, )
- Property Tax Rates
- Grant opportunities
- Water/Sewer Policy Discrimination

**Resolution # 27 (2024-2025)**

**Adopting the Story County  
2024-2029 Hazard Mitigation Plan**

**Whereas**, the City of Slater, Iowa recognizes the threat that natural hazards pose to people and property within our community; and

**Whereas**, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

**Whereas**, an adopted Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

**Whereas**, the City of Slater, Iowa resides within the Planning Area, and fully participated in the mitigation planning process to prepare this Hazard Mitigation Plan; and

**Whereas**, the Iowa Division of Homeland Security and Emergency Management and Federal Emergency Management Agency, Region VII officials have reviewed the Story County Hazard Mitigation Plan and approved it contingent upon this official adoption of the participating governing body; and

**Now, therefore, be it resolved**, that the City of Slater hereby adopts the Story County Hazard Mitigation Plan, as an official plan; and

**Be it further resolved**, Story County Office of Emergency Management will submit this Adoption Resolution to the Iowa Division of Homeland Security and Emergency Management and Federal Emergency Management Agency, Region VII officials to enable the Plan's final approval.

Passed and Approved this 13<sup>th</sup> day of January, 2025

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Taylor Christensen, Mayor

Attest:

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Jennifer Davies, City Administrator/Clerk

RESOLUTION # 28 (2024-2025)

RESOLUTION APPROVING POOL USE AGREEMENT WITH  
BALLARD SHARKS SWIM TEAM

Whereas, the City has a pool facility and the Ballard Sharks Swim Team would like the use of said facility; and

Whereas, a pool use Agreement between the parties will outline clear expectations and requirements of both entities involved; and

Now, therefore, be it resolved by the city council of the city of Slater, Iowa:

Section 1. That the attached Pool Use Agreement is hereby accepted

Section 2. That the Mayor and City Administrator/Clerk are hereby directed to execute the Pool Use Agreement with the Ballard Sharks Swim Team

PASSED AND APPROVED, this 13th day of January 2025.

\_\_\_\_\_  
Taylor Christensen, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Davies, Administrator/Clerk

**SWIMMING POOL USE AGREEMENT BETWEEN THS SHARKS SWIM TEAM AND THE CITY OF SLATER, IOWA.** This swimming pool use agreement ("Use Agreement) entered into as of the \_\_\_th day of \_\_\_\_\_, 2025.

WHEREAS, the City of Slater operates and maintains the swimming pool and locker facilities on the grounds of Grimm Park and WHEREAS, SHARKS desires to use said Pool Facilities to conduct swim team practices, and WHEREAS, the City of Slater and SHARKS have found that it will be in the public interest economically and practically for City to allow SHARKS to utilize said Pool Facilities; NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter contained, said parties, and each of them do agree as follows:

1. Use. The City of Slater agrees to allow SHARKS to use the Pool Facilities during the Term of this Use Agreement on those dates and times agreed upon in writing as set forth in this Section 1 (which may change from time to time by mutual consent of both parties). SHARKS shall have exclusive use of the Pool Facilities (with the exception of the slide, staff office area, and the mechanical building) and other appurtenant facilities and city-owned life-saving equipment located within the premises. This use shall be restricted to swimming programs and other related SHARKS activities and said Pool Facilities shall not be made available by SHARKS to non-swim team representative groups. The hours of said exclusive use shall be during weekdays Monday through Friday from 7-8:50 am. as approved by the City of Slater in its sole discretion. Entry to the pool area prior to 7:00 is not allowed; Shark's exclusive use of the pool must be completed by 8:50 to allow normal pool operations by 9:00. It is further agreed that the City of Slater and SHARKS shall cooperate in order to permit the use of the pool facility by other groups during the Term of this Use Agreement.
2. Term. Subject to the terms and conditions of this Use Agreement, the use granted in Section 1 above shall commence on \_\_\_\_\_, 2025. ("Commencement Date") and shall continue until and expire on \_\_\_\_\_, 2025 (the "Termination Date") unless sooner terminated or extended as provided herein. Both the City of Slater and SHARKS agree that each party has the unrestricted right

to terminate, revoke or otherwise cancel this Use Agreement pursuant to Section 8.

3. **City Services.** City of Slater shall maintain the Pool Facilities and appurtenant premises in a clean and sanitary condition for use by SHARKS. City of Slater shall use reasonable efforts to provide the most cost-effective and reliable source for chemical delivery services. City of Slater shall have no obligation to furnish locker attendants, towels or swimming apparel. The SHARKS will provide certified lifeguard staff trained to administer first aid and CPR during SHARK practices.
4. **Fees.** SHARKS shall be required to pay an annual usage fee of \$2500.00. This fee may be subject to change from year to year as set forth by the City of Slater. Sharks will be made aware of any fee changes by March 1 of said year. All fees required shall be paid to the City of Slater for use of the Pool Facilities prior to the Sharks season starting on June 1. This annual fee allows Sharks members access to the pool on the mutually agreed dates and times (Monday through Friday 7am-8:50 am for a 7-week season. SHARKS must provide notice of cancellation within 72 hours of scheduled usage to the pool manager via email ([slaterpool@gmail.com](mailto:slaterpool@gmail.com)). A SHARKS roster must be provided to the City of Slater and the pool manager 7 days prior to the season's start date in order to staff appropriately. Any changes to the roster must be reported to the City of Slater within 3 days of the change.
5. **Pool User Obligations.** SHARKS shall ensure that it and its members follow all applicable safety procedures during its use of the Pool Facilities including, but not limited to: children under the age of 16 must be under the supervision of an adult at all times (this includes morning drop off), directly hiring and employing qualified coaches and certified lifeguard(s), providing safety equipment, enforcing ALL POOL RULES, including the occupancy of the Pool Facilities and the entire premises. SHARKS will repair or will reimburse the City of Slater for the cost of repairing any damage done to the Pool Facilities during the period of use by SHARKS, including damage caused by teams or clubs competing in matches hosted by SHARKS, other than those repairs considered necessary to ordinary and reasonable use.

6. **Requests for Additional Use.** Requests for additional use of the Pool Facilities outside regular team practice hours (Monday through Friday 7 am-8:50 am for a 7-week season) will be treated as a private rental with associated fees as set forth by the City of Slater for that pool season. Requests for additional use will be based upon availability. Requests must be submitted to the City of Slater either by phone (515.685.2531) or by email [cityofslater@huxcomm.net](mailto:cityofslater@huxcomm.net)) and shall be subject to City approval in its sole discretion.
7. **SHARKS acknowledges and agrees that a city lifeguard(s) must be on duty when the Pool Facilities are in use.** If the pool has staffing issues to where a city lifeguard cannot be provided, this contract may be nullified.
8. **Use of Pool During Summer Months.** SHARKS acknowledges and agrees that the City of Slater programs will have priority for pool use during the summer months, for the period of June 1 through August 23.
9. **Indemnities.** SHARKS shall indemnify, defend and hold harmless the City of Slater and its officers, employees, agents, successors and assigns from and against any and all suits, claims, liabilities, damages, judgments, order, decrees, actions, proceedings, fines, penalties, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees, (collectively, "Claims") to the extent arising during the term of this Use Agreement and in any way relating to the permitted use in Section 1 or any other use of the Pool Facilities. City of Slater shall indemnify, defend and hold harmless SHARKS and its officers, employees, agents, successors and assigns from and against any and all suits, claims, liabilities, damages, judgments, order, decrees, actions, proceedings, fines, penalties, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees arising during the term of this Use Agreement resulting from any action or omission of the City of Slater, its officers, agents or employees, resulting in any condition that meets the definition of a "dangerous condition of public property" under Government Code. The provisions of the above Sections shall survive the termination of this Use

Agreement to the extent that any Claims arise or accrue from the Commencement Date to and through the Termination Date.

10. Insurance. SHARKS shall maintain a policy of general liability insurance to insure against all claims for injuries to persons attending or participating in SHARKS sponsored aquatic programs occurring in or around the Pool Facilities. Said liability policy shall have limits of not less than One Million Dollars (\$1,000,000) for injuries per occurrence and Four Million Dollars (\$4,000,000) aggregate. The policy must include the City of Slater, its officers, employees, agents, successors, and assigns as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City of Slater, its council members, officers, employees, agents and volunteers and their respective insurers. No use of the facilities under this Agreement shall commence until SHARKS has provided the City of Slater with evidence of the insurance coverage required herein. The insurance policy shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the City of Slater. A Certificate of Insurance must be submitted to Slater City Hall by May 15 of each swim season.
11. Termination. This Use Agreement may be terminated at any time by either party upon thirty (30) days written notice to the other party.
12. Renewal. This Use Agreement is renewable upon mutual agreement of the parties hereto on a yearly basis.
13. Applicable Law. This Use Agreement shall be governed by the laws of the State of Iowa, and any questions arising hereunder shall be construed and determined according to such laws.
14. Entire Agreement. This Use Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements between the parties with respect to the matter contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of the

Agreement shall be set forth in writing and duly executed by both parties. No waiver by any party or any breach hereunder shall be deemed a waiver of any other subsequent breach.

15. Assignment. SHARKS shall have no right to assign, sublicense or otherwise transfer its rights hereunder.
16. Non-Exclusive. This Use Agreement is not exclusive, and the City of Slater reserves the right to use or permit others to use any part of the Pool Facilities for any purpose so long as such use does not unreasonably interfere with any of the uses agreed upon in this Use Agreement.
17. Notices. All notices that may be or are required to be given by either party to the other hereunder shall be in writing. All notices hereunder shall be sufficiently given, made or delivered if served personally or by certified or registered mail, postage prepaid, addressed as follows The City of Slater: Slater City Hall PO BOX 538 Slater, IA 50244, the parties have executed this Use Agreement as of the day and year first above written.

Sharks Swim Team By: \_\_\_\_\_ (Name)  
Date: \_\_\_\_\_

City of Slater By: \_\_\_\_\_ (Name)  
Date: \_\_\_\_\_



**RESOLUTION #29 (2024-2025)**

**APPOINTING REPRESENTATIVES TO THE  
STORY COUNTY EMERGENCY MANAGEMENT COMMISSION**

**BE IT RESOLVED** by the City Council of Slater, Iowa:

1. The City Council and the Mayor, respectively, have authority, as described in article III, section 38A of the Constitution of the State of Iowa, in Chapter 372 of the Code of Iowa, and in the Municipal Code as indicated below to appoint certain city officers.
2. The City Council hereby makes the following appointments to the Story County Emergency Management Commission:

**City Representative**

**Appointee**

Representative (Mayor)

Alternate (Elected)

Alternate (Appointed)

This person(s) shall attend all required meetings held by the Story County Emergency Management Commission as scheduled, represent the City of Slater, and act as the liaison between the City and the Story County Emergency Management Commission.

3. The City Council finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, safety, welfare, comfort, and convenience of the City and its citizens, all as provided for in and permitted by section 364.1 of the Code of Iowa.
4. All other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution or action of the City Council as a whole or any part thereof not adjudged invalid or unconstitutional. This resolution shall be in full force and effect from and after the date of its approval as provided by law.

Passed and approved this 13th day of January 2025.

\_\_\_\_\_  
Taylor Christensen, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Davies, City Administrator / Clerk

Resolution #30 (2024-2025)

**Resolution to Appoint a Member and Alternate Member(s) to the  
Polk County 911 Service Board**

**Whereas**, the Polk county Joint 911 Service Board enables the orderly development, installation, and operation of 911 emergency telephone communications systems and other emergency 911 notification devices; and

**Whereas**, the Polk County Board of Supervisors shall maintain a Joint 911 Service Board; and

**Whereas**, each political subdivision having a public safety agency serving territory within the county is entitled to voting membership on the Joint 911 Service Board; and

**Whereas**, the Joint 911 Service Board shall annually submit a listing of members, to include the political subdivision they represent; and

**Whereas**, the board members shall be the liaison between their jurisdiction and the board.

Now, Therefore, Be it Resolved that \_\_\_\_\_ (name) be appointed as the primary member; and

Be it Further Resolved that \_\_\_\_\_ (name) be appointed as an alternate members; and

Be it Further Resolved that the Member or Alternate Member(s) attend the Board meetings on behalf of \_\_\_\_\_ **City of Slater** \_\_\_\_\_ (local jurisdiction name).

\_\_\_\_\_  
Taylor Christensen, Mayor, City of Slater

\_\_\_\_\_  
Attest: Jennifer Davies, Slater City Administrator/Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

RESOLUTION # 31 (2024-2025)

RESOLUTION ACCEPTING CONTRACT

Council member \_\_\_\_\_ introduced the following Resolution entitled RESOLUTION ACCEPTING CONTRACT with \_\_\_\_\_ TO act as A GENERAL ATTORNEY for the City of Slater, Iowa as outlined in attached contract. Council member \_\_\_\_\_ seconded the motion to adopt. The roll call vote was,

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the resolution duly adopted.

Now, therefore, be it resolved by the city council of the city of Slater, Iowa:

Section 1. That the Mayor and City Administrator/Clerk are hereby directed to execute contract with the said attorney for specified services, said contract not to be binding on the city until approved by this council.

PASSED AND APPROVED, this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Taylor Christensen, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Davies, City Administrator / Clerk



MATTHEW S. BRICK  
ATTORNEY

T: 515-274-1450  
F: 515-274-1488  
[matt.brick@brickgentrylaw.com](mailto:matt.brick@brickgentrylaw.com)

DATE

ADDRESS  
PHONE  
EMAIL

RE: Attorney Engagement Agreement

Dear XXXX:

Thank you for engaging Brick Gentry P.C. (hereinafter referred to as the "Firm") to represent you as your legal counsel. We appreciate the confidence you have expressed by choosing our Firm. This letter addresses the scope and terms of our representation. Please carefully review the information provided below. At the end of this letter is a signature line for you to sign under the heading Acceptance of Engagement Terms. If you agree with the terms set forth in this letter, please sign on the signature line. Upon your written signature of acceptance, the attorney engagement terms set forth in this letter shall become a written engagement contract (the "Agreement") governing our legal representation on your behalf.

- 1. IDENTIFICATION OF PARTIES.** This Agreement is made between the Firm and XXXX (hereinafter referred to as "Client"). The Firm represents only Client and represents no other individual or entity in this matter. There are no intended third-party beneficiaries to the relationship between the Firm and Client.
- 2. EFFECTIVE DATE.** This Agreement is effective upon execution by Client.
- 3. SCOPE OF REPRESENTATION.** Client has engaged the Firm to perform legal services on behalf of Client relating to XXXX (Scope of Representation"). The Firm will provide legal services to Client concerning any matters as may be assigned, from time to time, by Client to the Firm. The Firm will provide all legal services reasonably required to represent Client and will take all reasonable steps to keep Client informed of the Firm's progress. This Agreement takes precedence over all previous engagement or fee agreements and, unless the Firm and Client enter into a subsequent engagement or fee agreement, this Agreement will govern all future services the Firm may perform for Client.

**3. LIMITED SCOPE OF REPRESENTATION.** The scope of the Firm's representation does not include advice or services regarding accounting, tax, securities or business management, and related non-legal matters and advice. If Client desires the Firm to consult with other professionals retained by Client regarding this matter, the Firm will communicate with Client in writing to confirm the scope of such consultations prior to initiating same.

**4. HOURLY FEES AND BILLING PRACTICES.** Fees for services rendered will be based on the reasonable value of those services as determined in accordance with the American Bar Association and Iowa Rules of Professional Conduct. Such fees will be based primarily on the hourly billing rates of the applicable attorneys within the Firm. Matt Brick will be the primary lawyer working on this matter (hereinafter referred to as the "Primary Attorney"), and the Primary Attorney's fees will be billed at the rate of \$350 per hour. If other persons within the Firm work on this matter, their time generally will be billed as follows: partners bill at a rate of \$350 per hour, associates bill at a rate of \$250 per hour, and paralegals and law clerks at a rate of \$150 per hour. Billing rates differ, depending generally on the attorney's experience and years of practice, and the Firm adjusts these rates from time to time; however, these rates do not include rates for specialized matters—including but not limited to intellectual property issues. *For municipal clients, the hourly rates are \$200 per hour for all attorneys and \$100 per hour for law clerks and paralegals.*

The time for which Client will be charged will include, but will not be limited to, telephone, electronic and office conferences with Client, counsel representing other parties, witnesses, consultants, court personnel and others; conferences among our legal personnel; factual investigation; legal research; responding to Client's requests to provide information to Client's auditors in connection with review or audits of financial statements; drafting of letters, pleadings, briefs and other documents; travel time; waiting time in court; and time in depositions and other discovery proceedings. Time is billed in tenths of an hour with a minimum charge of .5 tenths for phone calls and .3 tenths for emails. In an effort to reduce legal fees, paralegal personnel and student law clerks may be used. Time devoted by paralegals and law clerks to Client matters is charged at hourly billing rates, which also are subject to adjustment from time to time by the Firm. Law clerk and paralegal billings are specifically listed on Firm statements. Other factors may be taken into consideration in determining fees, including the responsibility assumed, the novelty and difficulty of the legal problem involved, the benefit resulting to Client and any unforeseen circumstances arising in the course of our representation.

**5. COSTS AND EXPENSES.** In addition to fees for services mentioned in Section 4 above, Client agrees to pay or reimburse the Firm for costs and expenses incurred in performing such services, including, but not limited to, photocopying; messenger, delivery and courier services; computerized research; travel (including mileage, parking, airfare, lodging, meals and ground transportation); long-distance telephone calls; word processing; court costs and filing fees; witness fees; deposition costs; photographs; securing records or documents; hospital records; medical reports; and medical examinations. Certain of such costs and expenses may be charged at more than the Firm's direct cost to cover the Firm's overhead. Unless special arrangements are made at the outset, fees and expenses of others will not be paid by the Firm and will be the

responsibility of, and billed directly to, Client. The Firm's standard policy is that the Firm will not advance expenses on behalf of clients and that the Firm will notify the client of the upcoming expense and require the client to deliver payment to the Firm before the expense is incurred.

**6. EXPERTS.** To aid in the preparation or presentation of Client's case, it may become necessary to retain experts, consultants or investigators. The Primary Attorney will select the personnel to be utilized, subject to prior approval of Client. Unless special arrangements are made, fees and expenses of experts, consultants or investigators will be the responsibility of Client.

**7. INITIAL RETAINER.** Upon Client's signing of this Agreement, Client agrees to or has delivered to the Firm an initial retainer of \$3,500. The Firm will not begin any work on Client's case until the full amount of the retainer is received. The retainer is not a representation by the Firm that the total fees and costs incurred in this case will be the amount of the retainer or less. The retainer is used to secure the Firm's services at the onset of the attorney/client relationship. *For municipal clients, there is no requirement to provide a retainer.*

**8. FIRM TRUST ACCOUNT.** Until earned by the Firm, any retainer funds will be held in the Brick Gentry P.C. Trust Account ("Firm's Trust Account"), a trust account established pursuant to the Interest on Lawyer Trust Account program established by the Iowa Supreme Court. Firm's Trust Account is interest-bearing, and interest on this account is remitted to the Lawyer Trust Account Commission, State Capitol, Des Moines, Iowa 50319, as required by law. Client acknowledges that the Primary Attorney and the Firm have an Iowa Code section 602.10116 (2018) attorney lien on Client funds that have been placed into the Firm's Trust Account for fees and expenses due under this Agreement, and otherwise as provided by law.

**9. MONTHLY INVOICE STATEMENTS.** The Firm will send a monthly invoice statement to Client that itemizes all fees and costs incurred. If retainer funds are being held in the Firm's Trust Account, sufficient funds to cover that month's invoice will be withdrawn from the Account, and the invoice will show such withdrawal as a credit toward the balance of incurred fees and costs. Fees and expenses are payable by Client within thirty (30) days of the statement's date. All sums due shall be sent to the attention of the Primary Attorney at Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266. Client agrees to make prompt payment. The Firm reserves the right to postpone or defer providing additional services or to discontinue representation if invoiced amounts are not paid when due.

**10. CLIENT RESPONSIBILITIES.** Client will cooperate with and assist the Firm. Such cooperation includes, but is not limited to, providing information and records and assisting in contacting witnesses and preparing documents. Client will attend and appear at such meetings, conferences, examinations, depositions, court or administrative proceedings, and trials as requested by the Firm. Client understands that such attendance and appearances will usually be scheduled during regular working hours and that Client may be required to be absent from Client's place of employment at such times. Client will keep the Primary Attorney informed of any change in Client's address, phone number or email. Failure by Client to cooperate with and assist the Firm will be a basis for withdrawal by Attorney.

**11. COMMUNICATION EXPECTATION.** One of the most important aspects of the attorney/client relationship is communication about a client's case. The Primary Attorney will keep Client informed about the status of Client matters and the Firm's services. The Firm encourages Client to promptly contact the Primary Attorney whenever Client has any questions or comments regarding services, fees, the status of Client matters, and whenever any relevant new facts or circumstances come to Client's attention. It is much easier to resolve any questions or issues when they arise.

**12. FORMS OF COMMUNICATIONS.** Client consents to the Firm's communications with Client utilizing in-person contacts, email, telephone (including cellular telephone communications utilizing Client's cellular telephone number), facsimile transmissions, and messenger, delivery and courier services. The Firm has an obligation to advise Client that sending sensitive material over the Internet is not considered sealed or secure and could result in a confidence or secret being revealed in the course of the Firm's representation. Nevertheless, by Client's execution of this Agreement, Client consents to the Firm's use of email for communications with Client.

**13. DOCUMENT RETENTION AND DESTRUCTION.** During the Firm's representation of Client in this matter, the Firm will maintain a client case file containing relevant original documents, copies of documents, and written, printed and electronic notes, correspondence and communications. Upon written request by Client, the Firm will provide Client with copies of any requested contents of the case file, with the exception of any Firm attorney's personal notes, work product and internal administrative material. Normal copy charges will apply to any such request. Upon written request by Client, the Firm will return to Client original documents in the case file when such original documents are no longer required by Attorney for trial or other legal purposes. At the conclusion of this matter, the Firm will close the client case file and destroy all Client file materials, unless Client has notified the Firm that Client wishes to take possession of the file materials.

**14. TERMINATION OF FIRM'S REPRESENTATION.**

- A. Discharge of Firm by Client.** Client has the right at any time to terminate the Firm's representation, upon delivery of written notice to the Firm.
- B. Right of Firm to Withdraw from Representation.** The Firm has the right to withdraw from this representation for just reason, upon delivery of written notice to Client. Just reasons for termination of this representation include, but are not limited to, Client's failure to honor the terms of this Agreement; Client's failure to cooperate with or assist the Firm; Client's failure to pay bills when due; Client's failure to follow the Firm's advice on a material matter; Client's requests that would require the Firm to violate the laws of Iowa, any other state or the United States, or the Iowa Rules of Professional Conduct; or any other fact or circumstance that would, in the Firm's view, render the Firm's continuing representation unlawful or unethical. If the Firm exercises the Firm's right to withdraw, Client will take all

steps necessary to free the Firm from any obligation to perform further, including Client's execution of any documents necessary to complete withdrawal by the Firm.

- C. Firm Fees, Costs and Expenses Due Upon Termination.** On the date of termination of the Firm's representation, the entire unpaid balance of Client's account shall immediately become due and payable, including fees for all services rendered and costs or expenses paid or incurred on behalf of Client prior to the date of such termination. Upon termination of the Firm's representation, Client authorizes the Firm to immediately withdraw Client funds from the Firm's Trust Account to pay any fees, costs or expenses incurred prior to the date of termination; and any Client funds remaining in the Firm's Trust Account after payment of said fees, costs and expenses shall be promptly returned to Client.
- D. Client Obligation to Consent to Withdrawal.** If Iowa's court rules require the Firm to obtain court permission for the Firm's withdrawal, Client will sign a consent to withdrawal. Client understands that the Firm's withdrawal is contingent upon the court's permission, and that the Firm will be entitled to be paid for all services rendered and costs and expenses paid or incurred on behalf of Client until the date of withdrawal.

**15. CLIENT AGREEMENT TO INDEMNIFY AND HOLD FIRM HARMLESS.** If any claim or action is brought against the Firm, or any of its attorneys or other personnel, and such claim arises from Client's negligence or misconduct, Client shall hold the Firm and all of its attorneys and other personnel harmless and indemnify the Firm and all of its attorneys and other personnel for all damages incurred.

**16. DISCLAIMER OF GUARANTEE.** *The Firm and its attorneys make no guarantee as to the outcome of any case. Nothing in this Agreement and no statement to Client shall be construed as a promise or guarantee about the outcome. Further, the Firm and its attorneys make no guarantee as to the minimum or maximum fees to be incurred.*

**17. WARNING - ATTORNEY-CLIENT PRIVILEGE MAY NOT APPLY TO ALL COMMUNICATIONS.** Client is advised and warned that, even upon execution of this Agreement, the attorney-client privilege does not automatically attach to every communication between Firm attorneys and personnel and Client. For example, sending or receiving emails using a computer, other device or email account where there is significant risk that a third-party may gain access can waive the attorney-client privilege. In addition, Client should avoid using a workplace device or system for attorney-client communications, especially sensitive or substantive communications, as even ministerial communications involving legal matters sent on such systems could result in a waiver of the attorney-client privilege.

**18. MODIFICATION AND SEVERABILITY.** Any modification to this Agreement shall be in the form of a written instrument signed by both parties. If any portion of this Agreement shall

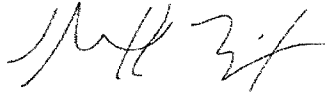


be found by a court of law to violate the laws of Iowa or the United States, that portion of the Agreement shall be severed, and the remainder of the Agreement shall remain in force and effect.

**19. CHOICE OF LAW AND CHOICE OF FORUM.** In the event that there is a dispute in regard to this Agreement, any such dispute shall be adjudicated under the laws of Iowa and shall be brought in a court of competent jurisdiction in Polk County, Iowa.

We look forward to working with you. If at any time you have questions or concerns about these policies or any element of your case, please do not hesitate to contact the Primary Attorney directly. If the foregoing accurately reflects your understanding, and you agree to the terms and conditions of our representation, please indicate your acceptance by signing on the signature line at the end of the Acceptance of Engagement Terms below, and return this document to our office.

Sincerely,

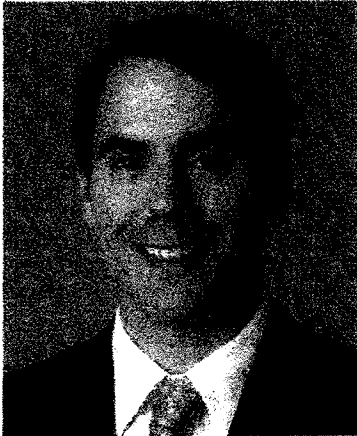


Matthew S. Brick  
BRICK GENTRY, P.C.

**ACCEPTANCE OF ENGAGEMENT TERMS**

I, \_\_\_\_\_, have read the foregoing attorney engagement letter setting forth terms of legal representation. By signing this acceptance of engagement terms, I hereby agree to the terms of legal representation set forth in the foregoing engagement letter on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and I hereby agree that upon my acceptance the terms set forth in the foregoing attorney engagement letter shall be a binding contract between Brick Gentry, P.C. and me.

\_\_\_\_\_  
Printed Name of Client:



## Matthew S. Brick

*Shareholder*

P 515-274-1450 F 515-274-1488  
matt.brick@brickgentrylaw.com

**“Working with clients is what I do best. Whether it’s advising**

**employers on company policies or helping settle disputes, I always want to procure the best outcome for those I represent. I’ll keep working until I do.”**

Matt Brick is a shareholder of Brick Gentry P.C. He specializes in labor and employment matters, as well as the representation of municipalities. Matt represents clients in state and federal court, arbitration and mediation, as well as administrative agencies. As part of his focus, Matt advises employers on employee discipline procedures and assists with drafting, reviewing and revising general employment policies, contracts and affirmative action programs. Matt also works with employers on union-related matters, such as unfair

labor practice charges and negotiating collective-bargaining agreements.

Prior to joining the Firm, Matt worked for Vinson & Elkins, LLP in Dallas, Texas, defending and advising clients in a wide range of labor and employment issues. Matt has extensive civil litigation experience defending employees, employers and public entities on matters such as wrongful termination, discrimination disputes, wage and hours cases and a variety of other statutory and common-law claims.



**BRICK GENTRY P.C.**

### Areas of Practice

Labor and Employment Law  
Municipal Law

### Education

University of Iowa College of Law, J.D.,  
2001, With High Distinction  
University of Iowa, B.S., Psychology,  
1995, With Honors

### Bar Admissions

Iowa 2001  
District of Columbia 2001  
Minnesota 2001  
Nebraska 2001

### Court Admissions

United States Supreme Court  
U.S. Court of Appeals, 8th Circuit  
U.S. Court of Appeals, 5th Circuit

### Memberships

Inns of Court  
Iowa State Bar Association  
Nebraska State Bar Association  
District of Columbia Bar Association

**We put clients first.**

6701 Westown Parkway, Suite 100 ♦ West Des Moines, IA 50266 ♦ P 515-274-1450 ♦ F 515-274-1488 ♦ BrickGentryLaw.com

## ***Matthew S. Brick***

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(515) 274-1450 • matt.brick@brickgentrylaw.com

Matt Brick is a shareholder with Brick Gentry P.C. Mr. Brick's practice is divided between municipal and employment law. He handles labor negotiations and disputes, as well as advises clients on employee discipline, employment policies and contracts. Mr. Brick is admitted to practice in the District of Columbia, Iowa, Minnesota, Nebraska, the United States Courts of Appeal for the Fifth and Eighth Circuits, and the United States Supreme Court.

### **EDUCATION**

#### **University of Iowa Law School, Iowa City, Iowa**

*Juris Doctorate with High Distinction, 2000*

Graduate of a two year accelerated study program and recipient of a full-ride merit scholarship.

#### **University of Iowa, Iowa City, Iowa**

*Bachelor of Science with Honors, 1995*

Received an Honors Research Grant, selected as an Honors Teaching Assistant for an undergraduate Psychology course, and inducted into the University of Iowa Honors Society and the National Psychology Honors Society.

### **PROFESSIONAL EXPERIENCE**

#### **Brick, Gentry P.C., Des Moines, Iowa,**

*Attorney, 2001-Present*

Defended and advised public and private clients in a wide range of labor and employment issues. Represented clients in labor negotiations and before both PERB and the NLRB and defended employers against a variety of employment and general civil litigation claims. Representative client include Metro Solid Waste, Metro Transit Authority, City of Ankeny, City of Council Bluffs, Dallas County, Polk County & Poweshiek County.

### **ADDITIONAL PROFESSIONAL EXPERIENCE**

#### **Windsor Heights City Council Windsor Heights, Iowa**

*City Council Member, 2002-2003*

Responsible for planning and overseeing the annual City budget, managing the public works, capital planning, marketing, and special events committees, final approval over the appointment and termination of City employees, and passage of City ordinances, resolutions and motions. Recipient of the Iowa League of Cities' 2003 Outstanding Young Council Member Award.