

Application for a Liquor License had been made for The Hitching Post. It had been reported that there had been disorderly conduct, harrassment and not closing at the 2 a.m. closing time. After much discussion, the Council asked Marshall Jones to make checks on the tavern, regularly.

Motion by Deane Darrow to approve the application for a Liquor License for Gail R. Hepler dba The Hitching Post. Seconded by Andy Gentle. Carried.

Motion by Eugene Van Vleet to raise the mileage rate to 20¢ per mile for those traveling on business for the City. Seconded by Denny Sickles. Carried.

Motion by Deane Darrow to publish a notice in the Observer of the City's intent to accept applications for the position of Assistant Clerk. Seconded by Eugene Van Vleet. Carried.

Delmer Miller reported that a new street light was needed in front of the Fontanelle Drug. He stated that it was just as economical to buy the entire light as to buy just a ballast. The Council ask him to use his own judgment in getting the new light.

Restrooms in the park were discussed. The entire Council is to survey what needs to be done, and report at the next meeting. It was also decided to put up a sign "No Pets Allowed in the Park". Delmer Miller informed the Council that the floor of the Bandstand is in bad need of repair.

Projects for the summer were brought up. Wiring should be finished in the Fairview Addition and also the street past the property of Mrs. Virnen Miller, in the Fairview Addition. Some trees are to be removed.

Motion by Denny Sickles to adjourn. Seconded by Andy Gentle. Carried.

*Ralph D Means*  
Ralph D. Means, Mayor

Attest: *Evelyn M. Rohner*  
Evelyn M. Rohner, Clerk

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April 7, 1980  
Fontanelle, Iowa

The City Council met in regular session at 7:30 p.m. at the City Hall with Mayor Ralph D. Means presiding. Council Members present were: Deane Darrow, Andy Gentle, Denny Sickles, Eugene Van Vleet and Robert Weiland. Absent: None.

Motion by Eugene Van Vleet to Approve the Agenda as posted. Seconded by Andy Gentle. Carried.

Motion by Andy Gentle to approve the minutes of the last meeting as presented. Seconded by Denny Sickles. Carried.

Motion by Eugene Van Vleet to approve the Clerk and Treasurer's reports. Seconded by Denny Sickles. Carried.

Motion by Deane Darrow to pay all bills. Seconded by Eugene Van Vleet. Carried.

<u>GENERAL FUND</u>		Farmer's Co-op Co.	36.25
First National Bank	308.80	United Methodist Church	6080.00
Treasurer, State of Iowa	77.00	Don Rivers	4.91
IPERS-FOAB	292.16	Fontanelle Postmaster	17.00
I.P.E.R.S.	214.60	Petty Cash	6.50
First National Bank	1.05	Delmer Miller	26.85
Bi-State Electronics	21.34	Kerry Miller	19.84
Brown Supply Co.	7.00	Dale Sickles	96.31
Clarence Marckmann	317.50	Merrill Jones	380.00
Dunn Gas & Oil Co.	243.80	Evelyn Rohner	145.47
Ehrsam Implement	44.40	Van Vleet Hardware	59.88
Farmer's Co-op Co.	163.56	Blue Cross-Blue Shield	110.68
Fontanelle Observer	192.67	John Huddleson	74.02
Iowa Electric Light & Power Co.	184.03	Delmer Miller	78.98
John Huddleson	107.13	Kerry Miller	64.45
J & M Supply Ltd	19.96	Dale Sickles	131.93
League of Iowa Municipalities	15.00	Merrill Jones	380.00
Metzger Sanitation	20.00	Evelyn Rohner	180.78
Schildberg Construction	763.18	Al's Feed & Supply	44.79
Stearns Electric Co.	136.06	Bank Service Charge	2.68
S&S Ford Mercury	4.50		11283.76
Terri Sickles	34.50	<u>LIBRARY SALARY</u>	
United Telephone Co. of Iowa	40.32	IPERS-FOAB	20.36
Unity Welding & Supply Co.	27.94	Mrs. Frost P. Patterson	65.71
Van Vleet Hardware	6.45	Genevive A. Dodds	12.20
Wallace Auto Supply	99.49	Mrs. Frost P. Patterson	65.71
		Genevive A. Dodds	12.20
			176.18

<u>TRUST &amp; AGENCY</u>	
First National Bank	25.00
	25.00

WATER UTILITY

Transfer to Sinking & Reserve	2510.00
First National Bank	197.50
Treasurer, State of Iowa	31.00
IPERS-FOAB	131.86
I.P.E.R.S.	101.63
Treasurer, State of Iowa	124.11
First National Bank	15.96
ACCO Unlimited Corp.	802.35
Automatic Systems Co.	137.40
Belin, Harris, Helmick & Lovrien	543.22
Dale Sickles	71.67
Delmer Miller	34.33
Dunn Gas & Oil Co.	38.93
Farmer's Co-op Co.	10.11
Iowa Electric Light & Power Co.	39.81
Kerry Miller	29.76
Kirkwood Community College	14.00
United Telephone Co. of Iowa	8.80
Utility Equipment Co.	520.69
Van Vleet Hardware	19.26
Fontanelle Postmaster	15.00
Petty Cash	8.40
Dept. of Environmental Quality	10.00
Delmer Miller	20.13
Kerry Miller	77.19
Dale Sickles	51.75
Evelyn Rohner	18.52
Blue Cross-Blue Shield	34.80
Delmer Miller	13.43
Kerry Miller	54.53
Evelyn Rohner	27.78
First National Bank	2.50
	<u>5716.42</u>

SEWER UTILITY

First National Bank	26.30
Treasurer, State of Iowa	9.50
IPERS-FOAB	57.49
I.P.E.R.S.	44.32
First National Bank	3.68
BARCO Municipal Products	99.58
Dale Sickles	16.40
Dunn Gas & Oil Co.	14.90
Farmer's Co-op Co.	13.30
G&H Motor Freight Lines	13.09
Iowa Electric Light & Power Co.	39.80
Kerry Miller	21.20
Kirkwood Community College	14.00
Office Machines Co.	26.65
Thermogas	8.80
Treasurer, Iowa State University	50.00
United Telephone Co.	14.35
Dept. of Environmental Quality	10.00
Fontanelle Postmaster	10.80
Petty Cash	7.40
Delmer Miller	13.43
Dale Sickles	72.85
Evelyn Rohner	27.78
Blue Cross-Blue Shield	41.09
Delmer Miller	76.55
Kerry Miller	73.66
Dale Sickles	119.47
Evelyn Rohner	27.78
	<u>954.17</u>

ELECTRIC UTILITY

Transfer to Sinking & Reserve	3232.00
First National Bank	159.00
Treasurer, State of Iowa	44.00
IPERS-FOAB	136.01
I.P.E.R.S.	104.84
Treasurer, State of Iowa	345.53
Treasurer, State of Iowa	221.71
First National Bank	15.57
Central Iowa Power Co-op	1935.69
Dale Sickles	3.53
Dunn Gas & Oil Co.	61.74
Electrical Materials Co.	164.64
Farmer's Co-op Co.	10.11
Hawkeye Electric Inc.	8.30
Ia. Association of Municipal Utilities	186.04
Iowa Electric Supply Co.	183.34
Iowa Electric Light & Power	39.81
J & M Supply Co. Ltd	85.96
The McCaskey Co.	185.19
United Telephone Co.	10.48
Van Vleet Hardware	2.16
Wesack Body Shop	189.15
Western Area Power Adm.	2430.02
Missouri Basin Power Agency	135.50
Fontanelle Postmaster	40.00
Petty Cash	1.34
Delmer Miller	328.21
Kerry Miller	128.69
Dale Sickles	77.53
Evelyn Rohner	103.65
Farmers Electric Co-op	8.87
SIMECA Power Supply Study	119.16
Blue Cross-Blue Shield	101.13
Delmer Miller	219.67
Kerry Miller	119.14
Dale Sickles	47.05
Evelyn Rohner	59.08
First National Bank	2.50
	<u>11246.34</u>

ELECTRIC SINKING FUND

Federal Reserve Bank of Chicago	781.25
	<u>781.25</u>

RECEIPTS FOR MARCH

General Fund	496.04
Federal Revenue Sharing	312.70
Road Use Tax	3772.16
Water Utility	4548.04
Sewer Utility	1547.37
Electric Utility	13075.09
	<u>23751.40</u>



State of Iowa RINGGOLD COUNTY  
State of Iowa TAYLOR COUNTY

State of Iowa UNION COUNTY

and any cities within member counties which hereafter become parties hereto.

WITNESSETH

WHEREAS, there now exists within the area of jurisdiction of the parties hereto a critical shortage of safe and sanitary swelling accomodations at rents which persons of low income can afford and an urgent and demonstrated need to jointly undertake solutions to chronic and pressing housing problems,

WHEREAS, the parties herto desire to create and participate in the formation of a Multi-County Housing Authority under the direction of the Southern Iowa Regional Housing Authority herein after established.

NOW THEREFORE, IN Consideration of the mutual promised, covenants and conditions hereinafter contained, the parties hereto agree as follows:

ARTICLE 1- PURPOSE

The immediate purpose of this agreement is to accomplish a unified action by local governments in the SIRHA Area in developing solutions to multi-county low income housing problems by the creation of a Multi-County Housing Authority which may receive Federal and State grants and loans to develop, construct, lease and manage low income housing projects.

Further, it shall be the express purpose of the Multi-County Housing Authority to exercise all powers, privileges or authority authorized by the Iowa Constitution or Statutes for Housing Authorities of counties and cities within their jurisdictions.

An estimate of low and moderate income and elderly housing need will be prepared by the Multi-County Housing Authority and then by submitted to Southern Iowa Council of Governments and the several parties to this Agreement for inclusion in their individual general plans as the housing element thereof.

In Addition, the Multi-County Housing Authority may conduct other studies and provide assistance and counsel to member jurisdictions and others as may be requested through the Southern Iowa Council of Governments.

ARTICLE II -TERM

This agreement shall become effective as of the date of approval of all the cities and counties named herein and shall continue in full force and effect until terminated as set forth in Article IV

ARTICLE III- Membership- Multi-County Housing Authority

A. Any government unit wholly or partially within the jurisdictional area of the Multi-County Housing Authority may elect to become a member of the Authority by adoption of such a resolution by its governing body. Membership of such governmental units in the Multi-County Housing Authority shall become effective upon signing a copy of this agreement suly executed by its proper officers pursuant to authority conferred by its governing body.

B. Each governmental unit within the jurisdictional are of the Multi-County Housing Authority shall have one and only one representative to the Authority if they elect to become a member. The representatives should not be elected officials but the elected officials' appointees.

C. The membership of the Executive Committee of the Multi-County Housing Authority shall be composed of one member from each county represented on the Multi-County Housing Authority. The EXecutive Committee member from each county shall be selected by a mojority vote of the represented on the Multi-County Housing Authority. Each member of the executive Committee shall serve for a term of three (3) years.

ARTICLE IV - TERMINATION

A. It is understood and agreed that any party to this agreement may cease to be a party hereto and may withdraw from membership in Multi-County Housing Authority providing written notice of its intention to withdraw, addressed to the Multi-County Housing Authority, and other parties to this agreement, ninety (90) days before the effective date of withdrawal, but in no case to become effective prior to the end of the current fiscal year or as long as bonds of the Multi-County Housing Authority are outstanding and such withdrawal would in any way jeopardize repayment of said bonds.

B. In the event that one party to this agreement shall remain, this agreement shall terminate, but the Southern Iowa Regional Housing Authority and remaining party shall assume full right, title, and interest in the assets of the Multi-County Housing Authority and shall assume full responsibility for management and operati n of said Housing Authority's assets and operations shall be assigned to other housing authorities existing within the jurisdiction of the Multi-County Housing Authority or in the event that no other housing authorities are available within said jurisdiction any other governmental agency qualified to manage or operate a low income housing project. This agreement shall continue until all parties hereto have withdrawn. Upon the termination of this agreement, any money or assets in possession of the agency after payment of all liabilities, costs, expenses, and charge incurred under this agreement shall be assigned to other housing authorities which exist within the jurisdiction of the Multi-County Housing Authority any other gperntal agency qualified to manage or operate a low income housing project.

ARTICLE V - BUDGETS

The Multi-County Housing Authority shall prepare an annual budget taking into account federal and state loans and contributions and other revenues raised by the Multi-County Housing Authority which shall be appropriate to meet needs of the Multi-County Housing Authority's Executive Committee. The proposed housing authority budget will be presented to appropriate members each year in time to be considered during the preparation of their own annual budget.

ARTICLE VI - TAX EXEMPTIONS AND PAYMENTS IN LIEU OF TAXES

In accordance with section 403A.10 of the Iowa Code, the property acquired or held pursuant to this agreement is declared to be public property used exclusively for essential city, or municipal public and governmental purposes and said property is to be exempt from all taxes and special assessments of the state or of any state public body. In lieu of taxes on such property the Authority may agree to make payments to the state or a state public body (including itself) as it finds consistent with the maintenance of the low rent character of housing projects.

ARTICLE VIII - POWERS

A. The Multi-County Housing Authority shall have powers:

1. To prepare, carry out, and operate housing projects and to provide for the construction, reconstruction, improvement, extension, alteration or repair of any housing project or any part thereof.
2. To undertake and carry out studies and analyses of the housing needs and of the meeting of such needs (including data with respect to population and family groups and the distribution thereof according to income groups; the amount and quality of available housing and its distribution according to rentals and sale prices, employment, wages and other factors affecting the local housing needs and the meeting thereof) and to make the results of such studies and analyses available to the public and the building, housing and supply industries; and to engage in research and disseminate information on housing and slum clearance.
3. To arrange or contract for the furnishing by any person or agency, public or private of services, privileges, works or facilities for, or in connection with a housing project of the occupants thereof; and (notwithstanding anything to the contrary contained in any provision of law) to agree to any conditions attached to federal financial assistance relating to the determination of prevailing salaries or wages or compliance with labor standards in the development or administration of projects and to include in any contract let in connection with a project stipulations requiring that the contractor and any subcontractor comply with requirements as to minimum salaries or wages and maximum hours of labor and comply with any conditions which the federal government may have attached to the financial aid of the project.
4. To lease or rent any dwelling accommodation, lands, building, structures or facilities embraced in any project and subject to the limitation contained in this chapter with respect to the rental of dwellings in housing projects to establish and revise the rents or charges therefor; to own; hold and improve real or personal property; to purchase, lease, obtain options upon, acquire by gift, grant, bequest, devise or otherwise any real or personal property or any interest therein; to acquire by the exercise of the power eminent domain any real property; to sell, lease, exchange, transfer, assign, pledge or dispose of any real or personal property or any interest therein, to insure or provide for the insurance in any stock or mutual company of any real or personal property or operation of the municipality against any risks or hazards; to procure or agree to the procurement of federal or state government insurance or guarantees of payment of any bonds or parts thereof issued by a municipality, including the power to pay premiums on any such insurance.
5. To invest, under the direction of the Board, any funds held in connection with a housing project in reserve or sinking funds or any fund not required for immediate disbursement, in property or securities which banks designated as state depositories may use to secure the deposit of state funds, to redeem its bonds at redemption price established therein or to purchase its bonds at less than such redemption price, all bonds so redeemed or purchase to be cancelled.
6. To determine where slum areas exist or where is unsafe, unsanitary or overcrowded housing; to make studies and recommendations relating to the problem of clearing, replanning and reconstructing of slum areas and the problem of elimination unsafe, insanitary or overcrowded housing and providing dwelling accommodations for persons of low income; and to cooperate with any state public body in action taken in connection with these problems.
7. To conduct examinations and investigations and to hear testimony and take proof under oath at public or private hearings on any matter materials for its information; to administer oaths, issue subpoenas requiring the attendance of witnesses or the production of books and papers and to issue commissions for the examination of witnesses who are outside of the state or unable to attend or excused from attendance; to make available to appropriate agencies (including those charged with the duty of abating

or requiring the correction of nuisances or like conditions or of demolishing unsafe or insanitary structures within its area of operation) its findings and recommendations with regard to any building or property where conditions exist which are dangerous to the public health, morals, safety or welfare.

8. To, within its area of operation, enter into any building or property in any municipal housing area in order to make inspections, surveys, appraisals, soundings or test borings, and to obtain for this purpose from a court or competent jurisdiction in the event entry is denied or restricted.

9. To exercise all or any part or combination of powers herein granted.

10. To borrow or accept contributions, grants or other financial assistance from the federal government for or in aid of any housing project within its area of operation or owned by the federal government, and to these ends, to comply with such conditions and enter into such contracts, covenants, mortgages, trust indentures, leases or agreements as may be necessary, convenient or desirable. To any and all things necessary or desirable to secure the financial aid or cooperation of the federal government in the undertaking, construction, maintenance or operation of any housing project. To include, in any contract for financial assistance with the federal government, any provisions, which the federal government may require as conditions to its financial aid of a housing project.

11. To borrow money or accept contributions, gifts and grants from state and local governments and from private owned corporations and associations.

12. To make and enter into contracts; sue and be sued, to incur debts and liabilities.

13. To insure bonds from time to time in its discretion, for any of the purposes of this Agreement of Authority shall also have power to issue refunding bonds for the purpose of paying or retiring bonds previously issued by it. The Authority may issue such types of bonds as it may determine, including (without limiting the generality of the foregoing) bonds on which the principal and interest are payable (1) exclusively from the project financed with the proceeds of such bonds, or (2) exclusively from the income and revenues of certain designated housing projects whether or not they are financed in whole or in part with the proceeds of such bonds. Or such bonds may be additionally secured by a pledge of any loan, grant or contribution or parts thereof from the federal government or other source, or a pledge of any income or revenues connected with a housing project or a mortgage of any housing project or projects. Bonds issued by the authority shall be issued in accordance of Sections 403A.12, 403A.13 and 403A.14 of the Iowa Code.

14. To exercise any power not mentioned herein but granted by the Low Rent Housing Law Acts 1961 (59.GA) ch. 215.1

ARTICLE VIII EXECUTIVE COMMITTEE OF THE MULTI-COUNTY HOUSING AUTHORITY

A. The executive Committee of the Multi-County Housing Authority shall have authority to carry out the above powers.

B. In addition to the above named powers, the Executive Committee shall have the power to (1) prepare and adopt by-laws

ARTICLE IX -NAME

The name of the Multi-County Housing Authority shall be the Southern Iowa Regional Housing Authority.

ARTICLE X -AMENDMENTS

This agreement may be amended from time to time by mutual consent of all parties.

IN WITNESS WHEREOF, the undersigned counties/cities of the State of Iowa have executed this agreement upon respective dates set forth after their signatures.

Attest:By /s/ *Ralph D Means*  
Ralph D. Means, Mayor  
City of Fontanelle

Attest:By /s/ Harold T. Riedel  
SIRHA Secretary

Andy Gentle introduced Resolution No. 80.8 entitled "Resolution Declaring the Need for a Housing Authority in the City of Fontanelle, Iowa" and moved for its adoption.

RESOLUTION NO. 80.8

RESOLUTION DECLARING THE NEED FOR A HOUSING AUTHORITY  
IN THE CITY OF FONTANELLE, IOWA

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FONTANELLE, IOWA:

That the City Council of the City of Fontanelle, Iowa hereby determine, find and declare that:

1. Unsanitary and/or unsafe dwelling accommodations exist in the City of Fontanelle, Iowa; and

2. There is a shortage of safe and/or sanitary dwelling accommodations in the City of Fontanelle, Iowa, available to elderly persons and families of low income at rentals they can afford; and

3. There is a need for a housing authority to function in the City of Fontanelle, Iowa; and

4. The City of Fontanelle, Iowa does therefore, find a definite need to join with other cities and counties in the Southern Iowa Regional Housing Authority (SIRHA) area, for the purpose of creating a multi-county housing authority that can command the resources necessary to develop housing in the City of Fontanelle, Iowa and other communities similarly situated.

5. The City Council of the City of Fontanelle, Iowa, do hereby approve of the City of Fontanelle, Iowa joining together with other counties and cities in the SIRHA area to create the Southern Iowa Regional Housing Authority which may exercise any power, privilege or authority, authorized by the Iowa Constitution or statute or charter, which a housing authority duly designated solely as the Housing Authority of the City of Fontanelle, Iowa, or a community might enjoy, but never beyond the limitation of such powers, privileges, or authority for the purpose of the development and management of housing in the City of Fontanelle, Iowa and other similarly situated Cities.

6. The shortage of safe and sanitary dwelling accommodations in the City of Fontanelle, Iowa compels that this resolution become effective without delay, and, therefore, the same shall take effect and be in force immediately upon its adoption.

\* The Motion to adopt said resolution was seconded by Denny Sickles and upon roll call the following coted AYE: Deane Darrow, Andy Gentle, Denny Sickles, Eugene Van Vleet, and Robert Weiland. NAY: None

Therefore the Mayor declared said resolution duly adopted and passed. Deane Darrow, then moved that said Resolution No. 80.8 go into effect immediately, as provided in Section 6 thereof, which Section was then read in full. The Motion was seconded by Eugene Van Vleet and thereupon the Mayor put the question on the adoption of said motion, and upon roll call the following voted AYE: Deane Darrow, Andy Gentle, Denny Sickles, Eugene Van Vleet and Robert Weiland. NAY: None

Whereupon the Mayor stated that said motion had received the affirmative vote of a majority of the members of the City Council and declared the same duly adopted.

*Ralph D. Means*

RALPH D. MEANS,  
Mayor of the City Council of  
Fontanelle, Iowa

(SEAL)

Attest:

*Evelyn M. Rohner*  
Evelyn M. Rohner,  
City Clerk

#### CERTIFICATE OF RECORDING OFFICER

I, Evelyn M. Rohner, City Clerk of Fontanelle, Iowa, hereby certify that I have compared the annexed resolution passed and adopted at a regular meeting of the City Council of said City, held on the 7th day of April, 1980, entitled "A Resolution Declaring the Need for a Housing Authority in the City of Fontanelle, Iowa" with the original thereof recorded in the official minute book and that it is a correct transcript therefrom and that the resolution is a true and correct copy of the resolution adopted at said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the city of Fontanelle, Iowa this 7th day of April, 1980.

Seal

/s/ Evelyn M. Rohner,  
City Clerk  
Fontanelle, Iowa

Deane Darrow introduced Resolution No. 80.9 entitled "Resolution Declaring the Need for A Housing Authority in the City of Fontanelle, Iowa" with the Certificate of appointment of Commissioners of the Housing Authority of the City of Fontanelle, Iowa attached, and moved for its adoption. Gentle seconded the motion to adopt. Roll was called and the following voted: AYES: Deane Darrow, Andy Gentle, Denny Sickles Eugene Van Vleet and Robert Weiland. NAYS: None

Whereupon the Mayor declared the said resolution duly adopted and passes as:

#### RESOLUTION NO. 80.9

#### CERTIFICATE OF APPOINTMENT OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF FONTANELLE, IOWA

WHEREAS, The City Council of Fontanelle, Iowa held a duly authorized regular meeting on the 7th day of April, 1980; and

WHEREAS, at said meeting the following resolution was passed and adopted:

RESOLUTION NO. 80.9

RESOLUTION DECLARING THE NEED FOR A HOUSING AUTHORITY IN THE CITY OF FONTANELLE

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

That the City Council of the City of Fontanelle, Iowa hereby determine find, and declare that:

- 1. Unsanitary and/or unsafe inhabited dwelling accomodations exist in the City of Fontanelle, Iowa;and
- 2. There is a shortage of safe and/or sanitary dwelling accomodations in the City of Fontanelle, Iowa available to persons of low income or rentals they can afford; and
- 3. There is need for a housing authority to function in the City of Fontanelle, Iowa; and
- 4. The City of Fontanelle, Iowa does therefore, find a definite need for the City of Fontanelle, Iowa to join with other Cities similarly situated for the purpose of creating a multi-county housing authority that can command the resourcs necessary to develop housing in the City of Fontanelle, Iowa and other Cities similarly situated.
- 5. The City Council of the City of Fontanelle, Iowa joining together with other Cities similarly situated to create a multi-county housing authority which may exercise any power, privilege or authority, authorized by the Iowa Constitution or statute or charter, which a housing authority duly designated solely as the Housing Authority of the City of Fontanelle, Iowa or a community might enjoy, but never beyond the limitation of such powers, privileges or authority for the purposes of the development and management of housing in the City of Fontanelle, Iowa and other similarly situated Cities.

6. The shortage of safe and sanitary dwelling accomodations in the City of Fontanelle, Iowa, at rent which persons of low income aan afford compels that this resolution become effective without delay, and therefore, the same shall take effect and be in force immediately upon its adoption.

WHEREAS, a resolution has been passed and adopted entitled "Resolution Approving and Authorizing the Execution of a Certain Joint Exercise of Powers Agreement for the Purpose of Creating a Multi-County Housing Authority."

NOW, THEREFORE, Pursuant to the provision of Chapter 28B Code of Iowa, and by virtue of our office as City Council, we hereby appoint the one (1) person hereinafter named to serve as Commissioner of the Southern Iowa Regional Housing Authority, representing the City of Fontanelle, Iowa, and to serve for the number of years appearing after his name, respectively, from the 16th day of April, 1980.

IN WITNESS WHEREOF, I have hereunto signed my name as Mayor of the City Council of the City of Fontanelle, Iowa and caused the official corporate seal of said City of Fontanelle, Iowa to be attached hereto this 7th day of April, 1980.

*Ralph D Means*

/S/ RALPH D. MEANS  
Mayor of the City Council  
of Fontanelle, Iowa

Attest: *Evelyn M. Rohner*  
/s/ Evelyn M. Rohner  
City Clerk

Andy Gentle introduced Resolution No. 80.10 entitled "Resolution Authorizing Execution of a Cooperation Agreement" and moved for its adoption Robert Weiland seconded the motion to adopt. Roll was called and the following votes AYE: Deane Darrow, Andy Gentle, Denny Sickles, Eugene Van Vleet and Robert Weiland. NAY: None.

Whereupon the Mayor declared the mesolution duly adopted andpassed as:

RESOLUTION NO. 80.10

RESOLUTION AUTHORIZING EXECUTION OF A COOPERATION AGREEMENT

WHEREAS, The Southern Iowa Regional Housing Authority, proposes to develop and administer a low-rent housing project or projects to consist of low rent dwelling units; and

WHEREAS, the Southern Iowa Regional Housing Authority desires to enter into a Cooperation Agreement with the City of Fontanelle, in connection with such project,

NOW, THEREFORE, BE IT RESOLVED:

- 1. That the City of Fontanelle shall enter into a Cooperative Agreement with the Southern Iowa Regional Housing Authority in substantially the attached form.



2. That the Mayor be and he is hereby authorized and directed to execute said Cooperation Agreement, in quadruplicate, in behalf of said City of Fontanelle and the Mayor hereby authorized and directed to affix the Corporate Seal of said City of Fontanelle thereon and to attest the same.

3. That this Resolution shall take effect immediately.

Attest: *Evelyn M. Rohner*  
Evelyn M. Rohner,  
City Clerk

CITY OF FONTANELLE  
*Ralph D. Means*  
Ralph D. Means, Mayor

JOINT COOPERATION AGREEMENT

This Agreement entered into the 7th day of April, 1980, by and between the Southern Iowa Regional Housing Authority (herein called the "Local Authority") and Fontanelle (Herein called the "Municipality"), witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereinafter developed or acquired by the Local Authority with financial assistance of the United States of America acting through the Secretary of Housing and Urban Development (herein called the "Government"); excluding, however, any low-rent housing project covered by any contract for loans and annual contributions entered into between the Local Authority and the Government, or its predecessor agencies, prior to the date of this Agreement.

(b) The term "Taxing Body" shall mean the State of any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from Taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and nondwelling rents (excluding all other income of such Project), less the cost of the Local Authority of all dwelling and nondwelling utilities.

(d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health, or morals.

2. The Local Authority shall endeavor (a) to secure a contract or contracts with the Government for loans and annual contributions covering one or more Projects consisting of units of low rent housing and (b) to develop or acquire and administer such Project or Projects, each of which shall be located within the incorporated limits of the Municipality. The obligations of the parties hereto shall apply to each such Project.

3. (a) Under the constitution and statutes of the State of Iowa all Projects are exempt from all real and personal property taxes [and special assessments] levied or imposed by any Taxing Body. With respect to any Project, so long as either (l) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ll) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (lll) any bonds issued in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes [or special assessments] upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes [and special assessments] and in payment for the Public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

(b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (l) ten percent (10%) of the Shelter Rent [actually collected but in no event to exceed ten percent of the Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year]

or (ii) the amount permitted to be paid by applicable State law in effect on the date such payment is made, whichever amount is the lower.]

[(c) The Municipality shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation; Provided, however,

That no payment for any year shall be made to any Taxing Body in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.]

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. The Municipality agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1973) of each Project and within five years after the completion thereof, or such further period as may be approved by the Government [and in addition to the number of unsafe or insanitary dwelling units which the Municipality is obligated to eliminate as a part of the low-rent housing project(s) heretofore undertaken by the Local Authority.

There has been or will be elimination, as certified by the Municipality, by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; PROVIDED, That where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and PROVIDED, further, That this paragraph 4 shall not apply in the case of (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (ii) any Project located in a rural nonfarm or Indian area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

(b) Vacate such streets, roads, and alleys within the area of such Projects as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Municipality may have in such vacated areas; and, in so far as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, in so far as it may be necessary all public or private utility lines and equipment;

(c) In so far as the Municipality may lawfully do so, (1) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;

(d) Accept grants of easements necessary for the development of such Project; and

(e) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request therefore from the Local Authority:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the Municipality;

(b) It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amounts as would be assessed against the Project site for such work if such site were privately owned); and

(c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay the

Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).

7. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payment in Lieu of Taxes due or to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

8. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. No member of the governing body of the Municipality or any other public official of the Municipality who exercises any responsibilities or functions with respect to any Project during his tenure or for one year thereafter shall have any interest, direct or indirect, in any Project or any Property included or planned to be included in any project, or any contracts in connection with such Projects or property. In any such governing body member or such other public official of the Municipality involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to the Local Authority.

10. So long as any contract between the Local Authority and the Government for loans (including preliminary loans) or annual contributions or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the Government in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the Government, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the Government, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the Government.

IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

Attest: *Evelyn M. Rohner*  
Evelyn M. Rohner  
City Clerk

CITY OF FONTANELLE  
*Ralph D. Means*  
Ralph D. Means, Mayor

SEAL

Attest: Harold T. Riedel  
Executive Director

Motion by Eugene Van Vleet to sell to Charles Dahlke the land adjoining his lot along Washington Street, this being 16½ feet wide and the length of his lot, for \$1.00 per linear foot. Seconded by Deane Darrow. Carried.

Motion by Deane Darrow to buy 2 new tires for the police car and buy a new battery for the portable radio for the police department. Seconded by Denny Sickles. Carried.

Motion by Deane Darrow to take bids on the 1967 Ford 3/4 Ton 4-speed pick-up, without box under red title. Seconded by Eugene Van Vleet. Carried.

Motion by Deane Darrow to fix the restrooms in the park and at City Hall. Seconded by Denny Sickles. Carried. Darrow and Sickles are to look into this.

Applications for Deputy Clerk were reviewed. There were seven applications. The names were reread. Each Council Member wrote down his top three choices, with Andy Gentle Abstaining from voting. After the votes were counted--Motion by Eugene Van Vleet to hire Janet Gentle. Seconded by Robert Weiland. Carried. (Andy Gentle abstained)

Departmental reports were heard and correspondence read.

It was decided to place an ad in the Observer for a person for part time street work.

There being no further business, Motion by Denny Sickles to adjourn. Seconded by Robert Weiland. Carried.

Attest: *Evelyn M. Rohner*  
Evelyn M. Rohner, Clerk

*Ralph D. Means*  
Ralph D. Means, Mayor