

**City of Williamsburg
210 West State Street
PO Box 596
Williamsburg IA 52361**

Regular Session
May 23, 2005
7:30 p.m.

Mayor Armstrong and council members Greiner, Lortz, Kirkpatrick, Wanner, and Phillips were present.

Deb Jones wanted it in writing that the City would not annex her mother into the City.

Don Kirkpatrick, Council Member, and Eric Tindal, City Attorney, talked to each of the property owners around the fire station/possible new library site. Approximately two-thirds of the property owners are willing to sell. The others do not want to sell.

Sue Curry cannot understand why you need a whole half of a block to put up a library. Sue informed the council that the library board members that she talked to said they only wanted the fire station site and the bowling area.

Marcia Newcomb wanted to know why the current library was not considered as a possible new library site.

The fire station street project is progressing.

1. Motion by Phillips and seconded by Greiner to approve the consent agenda:

- (a) Minutes of the May 9, 2005 council meeting
 - (b) Bills as presented
- All ayes. Motion carried.

2. Motion by Phillips and seconded by Lortz to approve Resolution No. 28-05-05 approve hiring Nathan Bardole as a police officer commencing July 1, 2005 at seventy-five percent of the police chief's salary subject to Nathan signing an agreement. Roll call: ayes; GW, TP, PL, MG, DL. Motion carried.

3. Motion by Wanner and seconded by Kirkpatrick to approve Resolution No. 29-05-05 approve hiring lifeguards for the summer season. Roll call: ayes; DK, TP, MG, PL, GW. Motion carried.

4. Motion by Phillips and seconded by Lortz to open a public hearing at 7:45 p.m. to amend the stop sign ordinance. All ayes. Motion carried.

5. Motion by Phillips and seconded by Kirkpatrick to close the public hearing at 7:47 p.m. All ayes. Motion carried.

6. Motion by Phillips and seconded by Kirkpatrick to approve Ordinance No. 496 amending the stop sign ordinance. Roll call: ayes; DK, MG, PL, TP, GW. Motion carried.

7. Motion by Phillips and seconded by Kirkpatrick to suspend the rules and that all requirements of considering and voting on said ordinance at one or two council meetings prior to the meeting at which it is finally acted upon be waived and the requirement of publication of said ordinance and making copies available at the time of said publication prior to the passage be waived and that Ordinance No. 496 be immediately considered and voted upon. Roll call: ayes; DK, GW, MG, TP, PL. Motion carried.

8. Motion by Kirkpatrick and seconded by Greiner to approve Resolution No. 30-05-05 approve the agreement with the Williamsburg School District for use of the Recreation Center. Roll call: ayes; GW, TP, PL, MG, DK. Motion carried.
9. Motion by Kirkpatrick and seconded by Lortz to approve Resolution No. 31-05-05 approve the Preliminary and Final Plat of Spratt's Addition, Roll call: ayes; GW, TP, PL, MG, DK. Motion carried.
10. Motion by Kirkpatrick and seconded by Phillips to approve Resolution No.32-05-05 approve the Preliminary and Final Plat Resubdivision of a part of Lot #7 Belland's East Subdivision. Roll call: ayes; PL, DK, GW, MG, TP. Motion carried.
11. Motion by Phillips and seconded by Lortz to authorize Jim Jacob, City Engineer, to develop an annexation map for the voluntary annexation on the east side of Williamsburg. All ayes. Motion carried.
12. Motion by Lortz and seconded by Wanner to approve Resolution No.33-05-05 approve the salaries for fiscal year 2006. Roll call: ayes; PL, DK, MG, TP, GW. Motion carried.
13. Motion by Greiner and seconded by Lortz to approve Resolution No. 34-05-05 approve hiring public works summer help. Roll call: ayes; DK, MG, GW, TP, PL. Motion carried.
14. Motion by Lortz and seconded by Phillips to approve Resolution No. 35-05-05 to fix a date of meeting for a public hearing on the leasing of certain real property for a term of approximately ninety-nine years in connection with the financing for the Williamsburg Fire Station project at 7:45 p.m. on Monday, June 13, 2005. Roll call: ayes; GW, TP, PL, MG, DK. Motion carried.
15. Motion by Lortz and seconded by Phillips to approve Resolution No. 36-05-05 to fix a date of meeting at 8:00 p.m. on Monday, June 13, 2005 at which it is proposed to take action on the proposal to enter into a lease purchase agreement in a principal amount not to exceed \$2,500,000. Roll call: ayes; DK, MG, PL, TP, GW. Motion carried.
16. Motion by Lortz and seconded by Phillips to approve Resolution No. 37-05-05 to authorize the City Attorney to complete a temporary easement with Jim and Judy Freed at which time the City shall reimburse the property owners \$3,000.00 for said easement. The easement agreement shall include a provision that the City shall replace four inches of black dirt on any easement area affected by said easement. The easement agreement shall not include any requirement for the city to replace trees or shrubs. Roll call: ayes; DK, MG, PL, TP, GW. Motion carried.
17. Motion by Phillips and seconded by Wanner to approve Resolution No. 38-05-05 to authorize the City Attorney to complete a permanent easement with Dan and Vickie Akers in exchange for the appraised value of \$700.00. The easement would include returning the area to its prior condition. Roll call: ayes; GW, TP, DL, MG, DK. Motion carried.
18. Motion by Wanner and seconded by Lortz to approve Resolution No. 39-05-05 to authorize the City Attorney to complete a permanent easement agreement with Joe and Robert Menary for the property which they have agreed to voluntarily permit an easement. The amount of the easement shall be \$12,121.00. The City Attorney is authorized to approach the Menarys' and offer for the city to pay to have the fruit trees and asparagus moved because of the effect of the city's proposed easement north of Joe's lower driveway. If this proposal is rejected, Eric is authorized to initiate condemnation proceedings on the property. Roll call: ayes; GW, DK, PL, TP, MG. Motion carried.

19. Motion by Lortz and seconded by Greiner to approve Resolution No. 40-05-05 to fix a date of meeting at 8:15 p.m. on Monday, June 13, 2005 for notice of proposed action to institute proceedings to enter into a loan and disbursement agreement in a principal amount not to exceed \$1,050,000. Roll call: ayes; Motion carried. GW, TP, PL, MG, DK. Motion carried.

20. Motion by Wanner and seconded by Lortz to approve Resolution No. 41^A-05-05 to set a public hearing to approve the plans and specifications for Division I South Street Project and Division II State Street project and awarding bids at 8:30 p.m. on Monday, June 13, 2005 and opening bids on June 10, 2005 at 3:00. Roll call: ayes; PL, TP, GW, MG, DK. Motion carried.

21. Motion by Wanner and seconded by Lortz to adjourn at 10:10 p.m. All ayes. Motion carried.


Murray Armstrong, Mayor


Jennifer J. Karsten, City Clerk/Treasurer

| | | |
|--------------------------|--------------------------|------------|
| ACCO | AQUATIC CTR #0501810 | 1,074.20 |
| | AQUATIC CTR #0501809 | 4,827.73 |
| | BOOSTER STATION | 912.80 |
| APEX OFFICE SUPPLY | REC CTR #1-997-32 | 8.00 |
| | CITY HALL#1-331-77 | 8.00 |
| AVERY, JOHN | INS REIMB | 502.44 |
| BANKERS TRUST CO | 1.4 MIL BOND PRINC | 140,000.00 |
| | 1.4 MIL BOND INTEREST | 26,390.00 |
| | BOND FEE | 200.00 |
| BELLAND PLUMBING & HEATI | WWTP SUPPLIES | 143.66 |
| BRODART CO. | LIB-SUPPLIES | 339.93 |
| CASEYS GENERAL STORE | POLICE GAS | 420.63 |
| CLUBB, RALPH | CLOTHING ALLOW | 157.49 |
| | MILEAGE H2O SCHOOL | 76.95 |
| COX SANITATION & RECYCLI | 2ND 1/2 05/05 ALLOCATION | 3,125.00 |
| DELTA DENTAL PLAN OF IOW | 06/05 PREMIUM | 1,224.91 |
| DISH NETWORK | REC CNTR | 43.98 |
| ENGLISH VALLEY RADIO SER | POLICE SUPPLIES | 84.95 |
| FIRST AMERICAN WEALTH MA | 900,000 BOND PRINCIPAL | 100,000.00 |
| | 900,000 BOND INTEREST | 15,925.00 |
| | 1.115 MIL BOND PRINCIPAL | 110,000.00 |
| | 1.115 MIL BOND INTEREST | 22,002.50 |
| | 1999 BOND PAYOFF | 250,000.00 |
| | 1997 BOND PAYOFF | 90,000.00 |
| | 1997 BOND INT | 2,250.00 |
| | 1999 BOND INT | 6,142.50 |
| | BOND FEES | 525.00 |
| FRITO LAY INC | #04524598 SP CPLX CONC | 36.12 |
| GABES GUN SHOP | POLICE SUPPLIES | 14.50 |
| HAWKEYE COMMUNITY COLLEG | 4TH YR/ST WK PHILLIPS | 80.00 |
| HAWKINS INC | H2O CONTAINER #DM 117175 | 10.00 |
| IOWA COMMUNICATIONS NETW | LIB-TELEPHONE | 5.89 |
| IOWA COUNTY RECORDER | REZONING-SPRATT | 7.00 |
| IOWA ONE CALL | APRIL LOCATES | 41.40 |
| IOWA PAPER & CHEMICAL | REC CNTR #67164 | 42.50 |
| | #66103 REC CTR | 30.45 |
| IOWA RURAL WATER ASSOC | CUSTODIAL SUPPLIES #6704 | 315.57 |
| IOWA SPORTS SUPPLY INC | RALPH/DELBERT MTGS | 170.00 |
| IOWA TELECOM | 16 DOZ SOFTBALLS | 687.20 |
| J & S FARM SUPPLY | 668 9055 SP COMPLX | 6.66 |
| KARSTEN, JENIFER | FERTILIZE-SOUTH OF REC C | 739.61 |
| KEEGAN, BILL | SUPPLIES | 12.72 |
| LAREYS | POLICE SUPPLIES | 115.18 |
| LIFEGUARD STORE INC | #32013 CITYHALL | 53.87 |
| MMS CONSULTANTS INC | LIFEGUARD UNIFORM #28448 | 469.00 |
| PEPSI COLA GEN BOT IN | FIRE STATION ST PROJ | 5,565.00 |
| PITNEY BOWES | #5053813713 GEN REC | 1,525.00 |
| QUILL CORP | EQUIP MAIN FY05 | 79.00 |
| | CITY HALL #7246441 | 74.74 |
| | CITY HALL #7130445 | 118.66 |
| QWEST | POLICE | 40.44 |
| SERVICE PRESS & LITHO CO | POLICE CARDS/LITTERHEAD | 407.00 |
| SERVICEMASTER BY LINDHAR | 4/05 CLEANING | 337.00 |
| | 5/05 CLEANING | 317.00 |

DATE 5/19/2005

CITY OF WILLIAMSBURG
CLAIMS REGISTER REPORT

PAGE

2

| | | |
|--------------------------|--------------------------|-----------|
| SINN, JEFF | 2 FILLED @ \$20.00 | 40.00 |
| STAPLES CREDIT PLAN | LIB-SUPPLIES | 16.19 |
| STREB CONSTRUCTION CO IN | PAY REQ #2-FIRE ST STREE | 69,805.62 |
| TIP RURAL ELECTRIC COOP | ELECTRIC BILL | 886.28 |
| TOWN & COUNTRY WHOLESALE | SPORTS COMPLEX CONCESSIO | 925.14 |
| VISA | SP COMPLEX SUPPLIES | 345.84 |
| WELLMARK | LIB-BOOKS | 155.98 |
| WESTRUM LEAK DETECTION I | JUNE-05 PREMIUM | 11,355.50 |
| WILLIAMSBURG LUMBER STOR | 2005 LEAK DETECTION | 1,100.00 |
| WILLIAMSBURG RETIREMENT | SUPPLIES | 88.54 |
| WINEGARDEN, NICHOLE | 2ND 1/2 FY05 DEVELP AGRE | 11,407.09 |
| | MILEAGE PONY LEAGUE/AQUA | 63.59 |

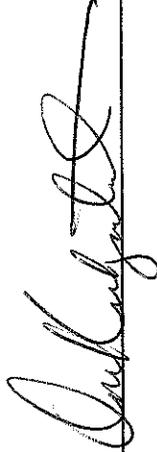
DATE 5/19/2005

CITY OF WILLIAMSBURG
CLAIMS REGISTER REPORT

PAGE 3

| | | | |
|--------------|------------|--------|---------|
| GRAND TOTALS | EXPENDED | LIQUID | ACCRUAL |
| | 883,876.95 | | |

| | | | |
|------------------------------------|------------|--------|---------|
| RECAP TOTALS | EXPENDED | LIQUID | ACCRUAL |
| FUND TOTALS | | | |
| 001 GENERAL | 10,547.47 | | |
| 002 RECREATION | 13,012.19 | | |
| 003 LIBRARY | 2,340.12 | | |
| 110 ROAD USE TAX | 2,235.41 | | |
| 125 TAX INCREMENT FINANCING | 11,407.09 | | |
| 200 DEBT SERVICE | 763,435.00 | | |
| 305 2004 FIRE STATION SITE PROJECT | 75,370.62 | | |
| 600 WATER | 2,816.63 | | |
| 610 SEWER | 2,712.42 | | |
| **** | 883,876.95 | | |



Marcia Green

Paul A. Williams

Thomas Phillips

J. R. Williams

Resolution No. 28-05-05
AGREEMENT

This Agreement is entered into by the City of Williamsburg, Iowa hereinafter referred to as "City" and Nathan Bardole, hereinafter referred to as "Employee".

The Intent of the Agreement is to provide for the training of Nathan Bardole as a police officer and to specify the consideration that Nathan Bardole, as a police officer will provide the city in return for the training. It shall not be construed in any way as an employment agreement, which would proffer a property right or interest on Nathan Bardole.

1. The City and Employee agree that the Employee will attend the Iowa Law Enforcement Academy or Hawkeye Community College at the expense of the City to receive certification as a Law Enforcement Officer in accordance with the Academy's training requirements. The training at the Academy will be as soon as the Employee is accepted for a training class. The City shall pay the expense of training and shall pay the employee's regular wages during this training. The employee agrees that they will be responsible for reimbursing the City in accordance with the rules for reimbursement as stated hereafter in this agreement. The expenses which the Employees agrees to reimburse include the City's cost of the Employee's paid time attending the Academy, traveling to and from the Academy and studying for Academy classes on City time, as well as the City's expenditure for the Employee's mileage, food, lodging and tuition while attending the Academy, and the City's cost of replacing an Officer while the Officer is in training if the replacement Officer is a temporary Employee hired for that purpose only, or if the replacement of the employee requires the payment of overtime to the replacing Officer. All of these reimbursable costs are referred to generally as "total training expenses". The Employee will not be responsible for reimbursing the City for any time spent by the Employee performing services such as dispatching, filing, patrol work, or other work assigned by the City. An estimate of the costs of the "total training expenses" set out above is listed on Exhibit "A" which is attached hereto and by this reference incorporated into this Agreement. "Total training expenses" will be based on the actual cost incurred by the City, as these costs become known.
2. Employee may, at the City's option be required to work for the Williamsburg Police Department while attending the training program, and may be required to patrol, dispatch, operate computer systems, perform clerical tasks, or do other duties as assigned by the Chief of Police or the Chief's designee. The hours expended by the Employee in the attendance at the training course and

service to the police department shall be subject to the same limitations and compensatory time policies as apply to all police officers of the City.

3. Employee shall have a probationary period that shall be extended until after completion of the training program specified in paragraph 1 or as required by state law.
4. Employee shall serve as a full-time police officer of the City, after graduation from the Iowa Law Enforcement Academy and meet all criteria needed to receive proper certification.
5. In consideration for providing for this training, Employee agrees to work for the City, as a police officer for at least two years from the date when the employee graduates from the Iowa Law Enforcement Academy and has met all criteria needed to receive certification.
6. In the event the Employee does not successfully complete the training program, Employee shall be released from employment with the City, and Employee shall reimburse the City for its "total training expenses" incurred to that date in accordance with the terms set forth in Section 10.
7. In the event the Employee voluntarily resigns from the Williamsburg Police Department without having served as a certified police officer for at least two years, the Employee shall reimburse the City for total training expenses incurred per the following schedule:
 - a. The amount of reimbursement shall be determined as follows:
 - (1) If a law enforcement officer resigns less than one (1) year following completion of approved training, one hundred percent (100%) of the total training expenses.
 - (2) If a law enforcement officer resigns one (1) year or more but less than two (2) years after completion of approved training, seventy-five percent (75%).
8. If the Employee is dismissed during the probationary period, or properly terminated without having served as a certified officer for at least two years, the Employee shall reimburse the City for total training expenses incurred if the Employee is dismissed for any other reason, such as a reduction in force, the Employee shall not be required to pay the City for any unpaid training costs owed.

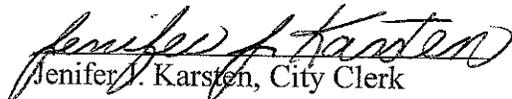
9. At the end of two (2) years of service as a certified police officer, the amount owed for training expenses by Employee shall be zero (0) dollars.
10. Payment of any training costs owed to the City by Employee shall be made in consecutive monthly payments in accordance with the following scheduled:

| | |
|--------------------------------|------------------------|
| Minimum Monthly Payment | Annual Percentage Rate |
| One Hundred Dollars (\$100.00) | Six Percent (6%) |

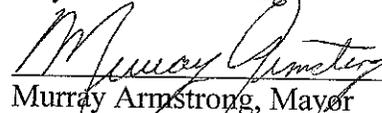
The first payment shall be due 30 days after Employee's date of termination, and on the same date each month thereafter. Interest shall commence with the employee's date of termination and shall be calculated on the unpaid principal balance to the date of each installment paid, with payments being credited first to accrued interest and then to the reduction of principal.

11. If Employee is killed or permanently and totally disabled as defined by Chap. 85 or Chap 411 of the Iowa Code, while in the employ of the City any training expenses shall cease.
12. This agreement may be amended or canceled only upon written agreement of both the City and the Employee.
13. Employee shall notify City of employee's place of residence while in the employ of the City and/or until such time as the debt for total training expenses is satisfied in full.
14. If reimbursement is not made in accordance with this agreement, the Employee understands that the City at its option may seek Employee's de-certification as an Iowa Law Enforcement Officer.
15. This agreement is for the purpose of bona fide employment and not for the purpose of achieving certification for the officer by way of "sponsorship" through the academy.
16. The terms of this agreement shall be interpreted and enforced according to the laws of the state of Iowa.

Executed this 23rd day of May 2005.


Jennifer Karsten, City Clerk

City of Williamsburg


Murray Armstrong, Mayor

Employee


Nathan Bardole

Resolution No. 30-05-05

AGREEMENT

This Agreement is made this 23rd day of May 2005 by and between the City of Williamsburg, Iowa (hereinafter referred to as "City") and the Williamsburg Community School District, Williamsburg, Iowa (hereinafter referred to as "School").

WHEREAS, the School wishes to use up to two (2) basketball courts at the Williamsburg Recreation Center (hereinafter referred to as "Recreation Center") to provide practice facilities to the school's students; and

WHEREAS, the City has a Recreation Center which it desires to make available to the School pursuant to the terms of this lease.

NOW THEREFORE in consideration of the covenants as contained herein the parties agree as follows:

1. Term. The term of this lease shall commence on July 1, 2005 and shall continue and include June 30, 2006, unless extended or sooner terminated as provided by this agreement.
2. Rent. School agrees to pay fifty thousand dollars (\$50,000.00) to City in consideration of providing the practice facilities at the Recreation Center. Payment shall be made in two installments, one in the amount of \$25,000.00 on or before November 1, 2005, the second installment to be made on or before April 15, 2006.
 - a. The City Clerk shall provide the School with invoices for the \$25,000.00 payments. Said invoices shall be provided to the school on or before October 1, 2005 and April 1, 2006.
3. Condition. School acknowledges that it has inspected the premises and accepts the premises in an as is condition. School shall not make any material changes to the Recreation

Resolution No. 29-05-05

Resolution hiring lifeguards.

WHEREAS, Traci Eckenrod, Recreation Director, made a request to hire lifeguards for the summer season, and

WHEREAS, we Mayor Armstrong and Jenifer J Karsten, City Clerk/Treasurer of the City of Williamsburg, Iowa do hereby certify that the foregoing Resolution was adopted (introduced by Wanner and seconded by Kirkpatrick), roll call: ayes; DK, TP, MG, PL, GW) by the City Council of the City of Williamsburg, Iowa, at a meeting held on the 23rd day of May 2005, five members of the council present;

NOW THEREFORE, It is Resolved by the City Council of the City of Williamsburg, Iowa, as follows:

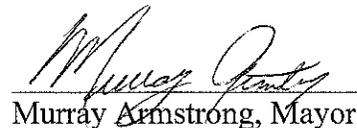
Section 1. The Williamsburg City Council approves hiring the following lifeguards:

| | | |
|------------------|-------------------|-----------|
| Head Lifeguards: | Brett Dietrich | \$7.75/hr |
| | Alyssa Capper | \$7.75/hr |
| Lifeguards | Jamie Karsten | \$7.00/hr |
| | Erin Hopp | \$7.50/hr |
| | Kate Pope | \$7.50/hr |
| | Evan Schaefer | \$7.25/hr |
| | Anna McWilliams | \$7.00/hr |
| | Jennifer Kuhfus | \$7.00/hr |
| | Leslee Green | \$7.00/hr |
| | Kathleen Stumberg | \$7.00/hr |
| | Samantha Miller | \$7.00/hr |
| | Avery Capper | \$7.00/hr |
| | Jeannie Schooley | \$7.00/hr |
| | Terran Wertz | \$7.00/hr |

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved May 23, 2005.


Jenifer J Karsten, City Clerk/Treasurer


Murray Armstrong, Mayor

CERTIFICATION: I hereby certify that the foregoing is a true and correct copy of a resolution of the City of Williamsburg adopted at a meeting of said public body, duly called and held on the 23rd day of May, 2005, a quorum being present, as said resolution remains of record in the minutes of said meeting, and it now is in full force and effect.


Jenifer J Karsten, City Clerk

Center without the City's prior written consent. City shall keep the premises in good repair. School shall be responsible for repairing any damage caused by the School's use of the Recreation Center, except for damage resulting from normal wear and tear.

4. Assignment and Subletting. School shall not assign, transfer, or convey in any manner its rights contained herein without the City's written consent.

5. Indemnification. Except for claims arising from acts caused by the City's negligence, School shall indemnify, defend and hold harmless, at School's expenses, against all claims, expenses, losses and liabilities, including but not limited to reasonable attorney fees incurred in connection with the School's use of the Recreation Center.

6. Rules and Regulations. School shall comply with all reasonable rules and regulations which are not in conflict with the provisions of this Agreement which City may establish and uniformly enforce throughout the Recreation Center. City shall notify School in writing of the City's promulgation of such rules and regulations.

7. Use. School will comply with the following regulations:

a. School shall have exclusive access to the two (2) wooden courts at the Recreation Center for basketball practice from November 14 through February 17 during the following hours:

- i. Monday 4 p.m. to 7 p.m.
- ii. Tuesday 4 p.m. to 6 p.m.
- iii. Wednesday 4 p.m. to 6:30 p.m.
- iv. Thursday 4 p.m. to 6 p.m.
- v. Friday 4 p.m. to 6 p.m.

- b. School shall have exclusive access to two (2) of the three basketball courts at Recreation Center for volleyball practice August 15 through October 14 during the following hours:
 - i. Monday 4 p.m. to 6 p.m.
 - ii. Tuesday 4 p.m. to 6 p.m.
 - iii. Wednesday 4 p.m. to 6 p.m.
 - iv. Thursday 4 p.m. to 6 p.m.
 - v. Friday 4 p.m. to 6 p.m.

- c. School shall have exclusive access to the all purpose court at Recreation Center for track practice February 7 through March 24 as determined by weather during the following hours:
 - i. Monday 4 p.m. to 6 p.m.
 - ii. Tuesday 4 p.m. to 6 p.m.
 - iii. Wednesday 4 p.m. to 6 p.m.
 - iv. Thursday 4 p.m. to 6 p.m.
 - v. Friday 4 p.m. to 6 p.m.

- d. School may have exclusive access for a maximum of two (2) hours to the all purpose court at Recreation Center for baseball/softball practice from April 3 to May 12 when inclement weather prevents said practice from being held outside.

- e. Prior to exercising use of the facilities as outlined in paragraphs c and d above, School shall give the Recreation Director no less than one hour

notice prior to said use. Further, the School's use of the facilities under paragraphs c and d above shall not conflict with any prior scheduled event.

- f. At no time shall School be entitled to use all three basketball courts for athletic purposes.
- g. Nothing in this Agreement shall be interpreted to prevent the City from using the courts that the school is not using for practice irrespective of the usage hours contained in this paragraph.

8. Additional Use. The School shall have access to the facilities for a maximum of 200 hours in addition to the use set forth in paragraph 7 above. This additional use is subject to the following terms:

- a. The School's activities director shall reserve the facilities in advance and shall obtain approval from the Recreation Director as provided by the terms of this Agreement.
- b. The City shall advise School when the 200 hour limit is exceeded. Usage of the Recreation Center subsequent to the delivery of this notice shall be at a rate of \$100.00 per hour.
- c. The School shall not have superior right to use facilities previously reserved by an individual or group, or set aside by the Recreation Director for a scheduled program or activity.
- d. School shall have the right to reserve the entire facility for graduation and up to two additional events. School shall give the Recreation Director at least ninety (90) days notice prior to reserving the entire facility. Time reserved under this subparagraph shall apply against the 200 hours.

e. With the exception of the use described in subparagraph (d) herein, nothing in this paragraph shall be interpreted to permit the school to demand use of the following specific facilities:

- i. weight room
- ii. walking track
- iii. athletic courts beyond the use established in paragraph 7
- iv. aerobic room after 5:30 p.m.

f. All time reserved by School under the terms of this paragraph 8 shall apply against the 200 hours unless:

- i. Canceled more than thirty (30) days in advance of the date reserved.
- ii. Cancellation is due to inclement weather or natural disaster.

9. Supervision. School shall at all times be responsible for supervising any student using the Recreation Center under the terms of this Agreement. Supervision responsibility shall include but not be limited to:

- a. Providing appropriate transportation of students to the Recreation Center.
- b. Assuring that all students either leave the Recreation Center at the end of practice periods or re-enter under the rules and guidelines established by City for the general public.
- c. Assure that students do not unreasonably interfere with the use of the Recreation Center by the general public.

10. Equipment. School shall be responsible for providing all equipment required for practice (i.e. basketballs, volleyballs, track equipment, soccer balls, bats, balls, hitting nets etc.).

School may store said equipment at Recreation Center. City shall permit School to use the Recreation Center's volleyball nets. School shall be responsible for erecting and dismantling the volleyball nets before and after practices.

11. Miscellaneous. The following miscellaneous terms are hereby incorporated as terms of the foregoing Agreement:

- a. If any term or provision of this Agreement or the application thereof to any person or entity shall, to any extent, be held to be invalid or unenforceable, the remaining terms of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- b. This Agreement shall be construed under and in accordance with the laws of the State of Iowa.
- c. The parties hereto state that they have not created and do not intend to create by this Agreement a joint venture or partnership relation between them.
- d. The paragraph titles appearing in this Agreement are for purposes of easy reference and identification only, and shall not be considered a part of this Agreement or in any manner to modify, amend or affect the provisions therein.

12. Notices. Any notices or other communications required or permitted to be given under this Agreement shall be sufficient if in writing and hand delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, or by any nationally recognized overnight courier delivery service and addressed to the parties at the following addresses:

City
City of Williamsburg
P O Box 596
Williamsburg, IA 52361

School
Williamsburg Community School
810 Walnut Street
Williamsburg, IA 52361

e. With the exception of the use described in subparagraph (d) herein, nothing in this paragraph shall be interpreted to permit the school to demand use of the following specific facilities:

- i. weight room
- ii. walking track
- iii. athletic courts beyond the use established in paragraph 7
- iv. aerobic room after 5:30 p.m.

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9. Supervision. School shall at all times be responsible for supervising any student using the Recreation Center under the terms of this Agreement. Supervision responsibility shall include but not be limited to:

- a. Providing appropriate transportation of students to the Recreation Center.
- b. Assuring that all students either leave the Recreation Center at the end of practice periods or re-enter under the rules and guidelines established by City for the general public.
- c. Assure that students to not unreasonably interfere with the use of the Recreation Center by the general public.

10. Equipment. School shall be responsible for providing all equipment required for practice (i.e. basketballs, volleyballs, track equipment, soccer balls, bats, balls, hitting nets etc.).

School may store said equipment at Recreation Center. City shall permit School to use the Recreation Center's volleyball nets. School shall be responsible for erecting and dismantling the volleyball nets before and after practices.

11. Miscellaneous. The following miscellaneous terms are hereby incorporated as terms of the foregoing Agreement:

- a. If any term or provision of this Agreement or the application thereof to any person or entity shall, to any extent, be held to be invalid or unenforceable, the remaining terms of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- b. This Agreement shall be construed under and in accordance with the laws of the State of Iowa.
- c. The parties hereto state that they have not created and do not intend to create by this Agreement a joint venture or partnership relation between them.
- d. The paragraph titles appearing in this Agreement are for purposes of easy reference and identification only, and shall not be considered a part of this Agreement or in any manner to modify, amend or affect the provisions therein.

12. Notices. Any notices or other communications required or permitted to be given under this Agreement shall be sufficient if in writing and hand delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, or by any nationally recognized overnight courier delivery service and addressed to the parties at the following addresses:

City
City of Williamsburg
P O Box 596
Williamsburg, IA 52361

School
Williamsburg Community School
810 Walnut Street
Williamsburg, IA 52361

IN WITNESS whereof, the parties cause this Agreement to be executed by them on this
23rd day of May 2005.

CITY

City of Williamsburg

Attest:



Jennifer J. Karsten, City Clerk

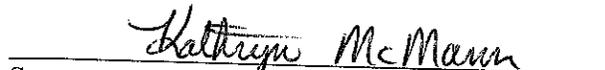


Murray Armstrong, Mayor

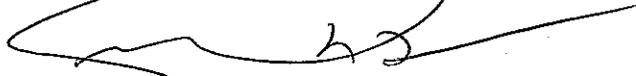
SCHOOL

Williamsburg Community School District

Attest:



Secretary



By: