

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

Regular Session
July 12, 2004
7:30 p.m.

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

The Council received the June 2004 Police Department report.

The Council received the June 2004 Recreation Department report.

The Council received the June 2004 Public Works Department report.

The Council received the Wastewater Inspection Report from the Department of Natural Resources.

The Council received a letter from Nancy Pope requesting a waiver or exemption for her daughter Rebecca for the minimum age of sixteen for the designated lap swim lanes and times at the community pool for the remainder of the open 2004 season.

John Avery, Public Works Director, informed the Council that he is waiting for another bid on a brush chipper.

1. Motion by Phillips and seconded by Wanner to approve the consent agenda:
 - (a) Minutes of June 28 & 30, 2004 council meetings
 - (b) Bills as presented
 - (c) Treasurer's report
2. Motion by Phillips and seconded by Greiner to authorize the Recreation Department to determine who can lap swim at the aquatic center. All ayes. Motion carried.
3. Motion by Phillips and seconded by Kirkpatrick to open a public hearing at 8:00 p.m. to discuss sewer rates. All ayes. Motion carried.
4. Motion by Kirkpatrick and seconded by Phillips to close the public hearing at 8:05 p.m. All ayes. Motion carried.
5. Motion by Phillips and seconded by Wanner to approve Ordinance No. 486 to amend the sewer rate ordinance. Roll call: ayes; GW, TP, PL, MG, DK. Motion carried.
6. Motion by Kirkpatrick and seconded by Greiner to approve Resolution No. 45-07-04-Agreement with the school. Roll call: ayes; GW, TP, PL, MG, DK. Motion carried.

7. Motion by Kirkpatrick and seconded by Greiner to approve Resolution No. 46-07-04 Preliminary and Final Plat for Iburg Acres Subdivision. Roll call: ayes; PL, MG, DK, GW, TP. Motion carried.

8. Motion by Kirkpatrick and seconded by Lortz to waive the building permit fees for permit number 22-04 for the Williamsburg Community School District. All ayes. Motion carried.


9. Motion by Phillips and seconded by Greiner to approve Resolution No. 47-07-04 to accept the fire station development site project. Roll call: ayes; TP, GW, PL, MG, DK. Motion carried.

10. Motion by Phillips and seconded by Wanner to approve Resolution No. 48-07-04 to authorize the Mayor to sign the amended Cox Sanitation agreement. All ayes. Motion carried. GW, TP, PL, MG, DK.

11. Motion by Phillips and seconded by Kirkpatrick to remove the delinquent water/sewer account from the books for Sunrise II. All ayes. Motion carried.

12. Motion by Wanner and seconded by Lortz to adjourn at 9:25 p.m. All ayes. Motion carried.


Jennifer J Katsten
City Clerk/Treasurer


Murray Armstrong, Mayor

ACCO
 ACE HARDWARE INC
 ADVENTURELAND
 ALLIANT ENERGY
 ALTOFFER INC
 ARK PEST CONTROL
 AVALON NETWORKS INC

 AVERY, JOHN
 BARNES DISTRIBUTION
 BELLAND PLUMBING & HEATI

 BEN FRANKLIN
 BROADART CO.
 CEDAR RAPIDS GAZETTE
 CEDAR RAPIDS WELDING
 CHUCK SHAULL TILING & DR
 COX SANITATION & RECYCLI

 DEMCO
 DOMS JOHNS

 ECKENROD, GRANT
 ECKENROD, TRACI
 FESLERS INC
 FRITO LAY INC

 GABRIEL, MICHAEL
 GRAPHIC EDGE

 HANSON, LORETTA
 HEARTLAND AG-BUSINESS GR
 HOPPS TRENCHING SERVICE
 HYGIENIC LABORATORY - AC
 IOWA COUNTY SHERIFF
 IOWA DEPARTMENT OF NATUR
 IOWA PAPER & CHEMICAL

 IOWA TELECOM
 JOURNAL TRIBUNE, THE
 JS CLEANING
 KEYSTONE LABORATORIES
 KNOCK STEVEN
 LAREY'S
 LARUE DISTRIBUTING INC
 LILLIS INSURANCE AGENCY
 LL PELLING CO INC
 MPC NEWSPAPERS

CHLORINE
 SUPPLIES
 13 TICKETS
 UTILITIES
 GENERATOR MAINTENANCE
 PEST CONTROL
 CITY WEB SITE
 REC CTR INTERNET
 FIRE DEPT INTERNET
 CLOTHING ALLOWANCE
 SUPPLIES #3792548009
 SPORTS COMP CONCESSION R
 REC CTR FILTERS
 SUPPLIES
 LIBRARY #498594
 LIBRARY PERIODICALS
 SUPPLIES
 FIRE STATION SITE DIRT W
 1ST 1/2 07/04 ALLOCATION
 25 CARTS 65 TUBS
 06/04 SPORTS COMPLEX
 06/04 RECREATION CTR
 06/04 AQUATIC CTR
 LIBRARY SUPPLIES
 07/04 TENNIS COURTS
 WEST END POND
 BALL FIELD PREP
 INS REIMB.
 POLICE SUPPLIES
 #04521630 5K/FUN RUN
 #04521631 AQUATIC CONCES
 INS REIMB
 SPORTS COMPLEX SHIRTS
 5K/MILE RUNE T SHIRTS
 POSTAGE
 LIBRARY BOOKS
 PAY REQ.#2 WELSH UTILITI
 AQUATIC TESTING
 FY05 RADIO MONITORING
 #35 COMPOSTING WKSHP
 #60523 REC CTR
 #6024 AQUATIC
 PHONE BILL
 SUBSCRIPTION
 06/04 CLEANING
 #2401547 H2O TESTS
 CLOTHING ALLOWANCE
 #31287 CITY HALL
 #564293 AQUATIC
 FIREWORKS
 STREET PATCH
 COUNCIL MINUTES
 FIRECRACKER RUN
 REC CTR

554.40
 385.27
 260.00
 15,824.27
 15,361.34
 40.00
 14.95
 19.95
 19.95
 54.56
 53.89
 1,706.71
 48.70
 14.13
 39.47
 236.95
 37.50
 26,220.00
 3,125.00
 4,280.00
 45.00
 95.00
 140.00
 110.83
 65.00
 65.00
 30.00
 51.10
 12.00
 62.10
 127.18
 62.20
 114.95
 480.53
 67.69
 32.45
 24,625.35
 22.00
 900.00
 20.00
 52.15
 7.20
 1,115.99
 26.00
 350.00
 27.00
 10.49
 53.87
 224.00
 890.31
 69.43
 311.82
 28.35
 475.00

CLAIMANT	DESCRIPTION	AMOUNT	DATE
NEW HOLLAND PLAN	STREETS CREDIT	18.64CR	
NOVA HEALTH EQUIPMENT	H20 REPORT & ENVELOPES	140.19	
NOVA NO SWEAT SERVICE	ENVELOPES	200.00	
PALOS SPORTS	FARMERS MARKET	45.20	
PASTURCZAK, DARIN	PARKS PARTS	20.67	
PAUL REVERES PIZZA	6 V-BIKE SPINNERS	5,490.00	
PEPSI COLA GEN BOT IN	TREADMILL REPAIR	202.50	
PIPER JAFFRAY	5K/MILE RUN MEDALS	80.40	
POOL TECH MIDWEST INC	BALL FIELD PREP	150.00	
OWEST	6/04 AQUATIC PIZZA	342.00	
RADIO COMMUNICATIONS	SPORTS CONCESSION PIZZA	54.00	
REIC OF IOWA COUNTY	#4053817716 SPORTS COMPL	489.05	
SPRATT, JULIE INC	#4053817714 SPORTS COMPL	140.00	
TESTAMERICA INC	#4052818710 REC CTR	182.85	
TIP RURAL ELECTRIC COOP	\$1.4 MIL BOND WORK	2,500.00	
TNT LANDSCAPING LLC	MURIATIC ACID	1,144.60	
	POLICE	40.44	
	POLICE MOBILE VISION/RAD	162.50	
	1ST QTR FY05 PAYMENT	10,488.00	
	INS REIMB/MILEAGE/SUPPLI	193.59	
	SEWER TESTS	529.20	
	UTILITIES	835.99	
	WEST END POND MAINTENANC	37.50	
	WEED SPRAY SPORTS COMPLE	131.25	
	6/04 MOWING REC CTR	525.00	
	WEED/FEED AQUATIC CTR	275.10	
	WEED KILL TENNIS COURT	50.00	
	WEED KILL SEWER	470.00	
	11 TREE MEMORIAL PLATES	165.00	
	06/04 SP-COMPLEX MOWING	2,752.50	
	6/04 AQUATIC MOWING	94.50	
	WEED KILL FIRE STATION	50.00	
	WEED KILL	50.00	
TOWN & COUNTRY WHOLESALE	#466180 AQUATIC	290.96	
	#466179 SPORTS COMPLEX	177.57	
	#466726 AQUATIC	149.80	
	#463389 AQUATIC	269.15	
	#466465 AQUATIC	40.14CR	
	#463834 SPORTS COMPLEX	51.36	
	#463026 SPORTS COMPLEX	12.57	
TREASURER STATE OF IOWA	UTILITY SALES TAX	2,205.16	
	AQUATIC CTR SALES TAX	1,813.29	
	REC CTR SALES TAX	392.77	
	GENERAL REC SALES TAX	50.37	
US CELLULAR	CELL PHONE BILL	412.29	
VAN WINKLE JACOB ENG	FIRE STATION SITE	675.00	
	WELSH ST UTILITIES	1,320.00	
	STATE STREET LUST PORTIO	3,495.00	
	WELSH ST	1,950.00	
	STATE ST	4,700.00	
	SUPPLIES	1,165.16	
WILLIAMSBURG CARQUEST	POLICE FILM	39.98	
WILLIAMSBURG FOODS	SPORTS COMPLEX - TAX EXE	5.00	
	SEWER SUPPLIES	23.96	

DATE 7/08/2004

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CITY OF WILLIAMSBURG
CLAIMS REGISTER REPORT

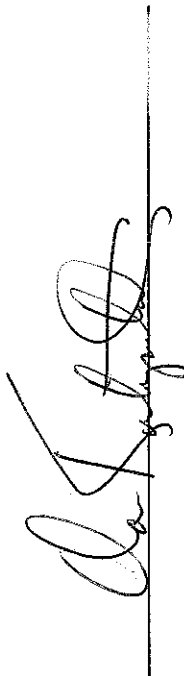
AQUATIC CONCESSIONS	96.59
SP. COMPLEX CONCESSIONS	116.36
REC CTR CONCESSIONS	11.93

Marcia Green

EXPENDED 129,464.55
LIQUID ACCRUAL

GRAND TOTALS

	EXPENDED	LIQUID	ACCRUAL
RECAP TOTALS			
FUND TOTALS			
001 GENERAL	22,783.73		
002 RECREATION	26,517.24		
003 LIBRARY	806.69		
110 ROAD USE TAX	3,378.38		
300 CAPITAL IMPROVEMENTS	2,500.00		
303 2004 STATE/WELSH CONSTRUCTION	10,145.00		
304 2004 WELSH UTILITIES EXTENSION	25,945.35		
305 2004 FIRE STATION SITE PROJECT	26,895.00		
600 WATER	5,804.52		
610 SEWER	4,688.64		
****	129,464.55		



Patricia Garrau



Paul J. Phillips



Resolution No. 45-07-04
AGREEMENT

This Agreement is made this 12th day of July, 2004 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, 2004 and shall continue and include June 30, 2005, 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, 2004, the second installment to be made on or before April 15, 2005.
 - 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, 2004 and April 1, 2005.
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 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 15 through February 18 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 16 through October 15 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 25 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 4 to May 13 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 hours

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, 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.

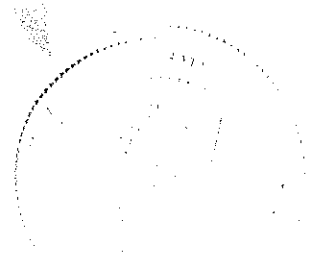
11. Miscellaneous. The following miscellaneous terms are hereby incorporated as terms of the foregoing Agreement:

- 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 12th day of July, 2004.

CITY

City of Williamsburg

Attest:

Jenifer J. Karsten
Jenifer J. Karsten, City Clerk

Murray Armstrong
Murray Armstrong, Mayor

SCHOOL

Williamsburg Community School District

Attest:

Kathryn McMann
Secretary

Robert W. Martin
By:

RESOLUTION 46-07-04
City of Williamsburg, Iowa

Resolution approving the Preliminary and Final Plat for Iburg Acres Subdivision.

WHEREAS, the Preliminary and Final Plat for Iburg Acres Subdivision was presented to the Williamsburg Planning and Zoning Commission on Monday, June 14, 2004 for approval, and;

WHEREAS, the Williamsburg Planning and Zoning Commission made a recommendation to the Williamsburg City Council to approve said plat at said meeting, and;

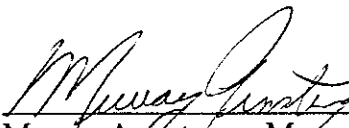
WHEREAS, we, Murray Armstrong, Mayor and Jenifer J Karsten, City Clerk/Treasurer of the City of Williamsburg, Iowa do hereby certify that the foregoing Resolution was adopted (introduced by Kirkpatrick and seconded by Greiner) roll call: ayes; PL, MG, DK, GW, TP) by the City Council of the City of Williamsburg, Iowa, at a meeting held on this 12th day of July 2004, five members of the council present;

NOW THEREFORE, be it resolved by the Williamsburg City Council to approve the following:

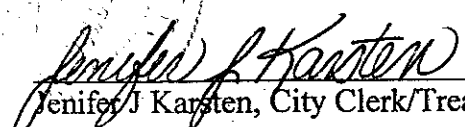
Section 1. The Preliminary and Final Plat for Iburg Acres Subdivision as filed with the City Clerk, should be and the same is hereby approved and accepted.

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

Passed and approved July 12, 2004.



Murray Armstrong, Mayor

Jenifer J Karsten, City Clerk/Treasurer

RESOLUTION 47-07-04

Resolution accepting the Fire Station Development Site Project.

Whereas, there was an agreement made and entered into on May 13, 2004, by and between the City of Williamsburg, Iowa, and Chuck Shaull Tiling;

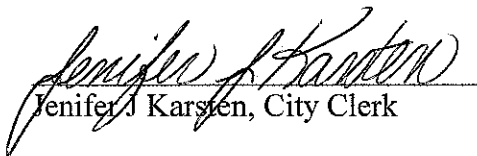
Whereas, we Murray Armstrong, Mayor and Jenifer J Karsten, City Clerk/Treasurer of the City of Williamsburg, Iowa do hereby certify that the foregoing Resolution was adopted (introduced by Phillips and seconded by Greiner, roll call: ayes; MG, TP, PL, GW, DK) by the City Council of the City of Williamsburg, Iowa, at a meeting held on the 12th day of July 2004, five members of the council present;

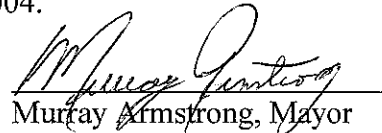
Now Therefore, It is Resolved by the City Council of the City of Williamsburg, Iowa, as follows:

Section 1. The Williamsburg City Council does accept said project on this 12th day July 2004.

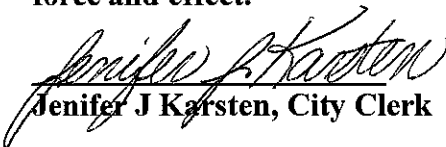
Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 12th day of July 2004.


Jenifer J Karsten, City Clerk


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 12th day of July 2004, 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

Resolution No. 48-07-04

AMENDMENT TO AGREEMENT
FOR
SANITATION AND RECYCLING COLLECTION

This Agreement is entered into on this 12th day of July, 2004 by and between the City of Williamsburg, Iowa, hereinafter referred to as "City" and Cox Sanitation and Recycling, Inc., hereinafter referred to as "Carrier".

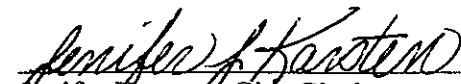
WHEREAS, it is the desire of City and Carrier to amend the Agreement for Sanitation and Recycling Collection dated the 1st day of August, 2001 by deleting Paragraph 7 and substituting the following therefore:

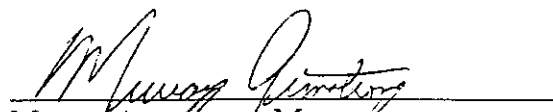
Paragraph 7. Customers shall place all garbage at the curb of the street or at the edge of the alley. Yard waste shall be placed in landfill bags printed with Carrier's name. Twigs and branches shall be tied into bundles no more than three (3) feet around and no longer than sixty (60) inches and weight no more than sixty (60) pounds. The cost of removing the twigs and branches shall be \$1.50 per bundle with \$0.10 per bundle returned to the City. Recyclable items will be separated and set at curbside in containers approved by City and Carrier. Bags for the non-recyclable will be at a cost of \$1.40/30 gallon bag with \$.50 per package on those packages sold through city hall returned to the City or \$.825/13 gallon bag with \$.50 per package on those packages sold through city hall returned to the City. Carrier shall pick up small household appliances at no additional cost. Customers having items too large for normal collection will have to contact Carrier and arrange to have items collected.

Dated at Williamsburg, Iowa the date first above written.

CITY
City of Williamsburg

Attest:


Jennifer Karsten, City Clerk


Murray Armstrong, Mayor

CARRIER
Cox Sanitation & Recycling, Inc.

Ronald H. Cox, President