

Section 50.13 (11) Repealer. All ordinances or parts of Ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 50.13 (12) Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole as invalid or unconstitutional.

Section 50.13 (13) When Effective. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED by the Council the 20th day of January, 1977 and APPROVED this 20th day of January, 1977.

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

*Betty V. Burcham*  
Betty V. Burcham, Mayor

I hereby certify that the above Ordinance was published in the FONTANELLE OBSERVER on January 27, 1977.

Evelyn M. Rohner, Clerk

Marshall Don Rivers related to the dog problem. Since no owner of the animal can be found, it is recommended that the animal be disposed of.

Motion by Randall Bond to remove the "No Parking" signs on the south side of the School House, from 1st Street West. Seconded by Deane Darrow. Carried.

Motion by Keith Westpah to Adjourn. Seconded by Art Baudler. Carried.

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

*Betty V. Burcham*  
Betty V. Burcham, Mayor

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Fontanelle, Iowa  
February 7, 1977

The City Council met in regular session at the City Hall at 7:30 p.m. with Mayor Betty V. Burcham presiding. Council Members present were: Art Baudler Deane Darrow, and Keith Westphal. Absent: Randall Bond and Ralph Means.

Motion by Art Baudler to accept the minutes of the last meetings as presented. Seconded by Deane Darrow. Carried.

A Hearing was held on the proposed expenditures for the Federal Revenue Sharing Fund. There was no community input, with suggestions for the use of the monies, so the Mayor declared the hearing closed.

Motion by Keith Westphal to accept the Clerk & Treasurer's Reports. Seconded by Art Baudler. Carried.

Motion by Deane Darrow to allow all bills to be paid. Seconded by Keith Westphal. Carried.

GENERAL FUND

First National Bank	\$220.00	United Telephone Co.	19.79
Treas., State of Iowa	44.00	Fontanelle Postmaster	13.00
IPERS- FOAB	232.40	Ia. Elec. Lt. & Power	192.70
I.P.E.R.S.	139.69	League Of Ia. Municipaly	750.00
Don Rivers	242.21	Don Rivers	242.21
Michael Pfeifer	200.22	Michael Pfeifer	200.22
Detty Grocery	4.25	Evelyn Rohner	193.03
Don Carlos Law Firm	216.00		<u>3787.05</u>
Evelyn Rohner (reimbursement)	3.89		
Farmer's Co-op Co.	31.70		
First National Bank	238.00		
First National Bank	205.00	<u>TRUST &amp; AGENCY</u>	
Fontanelle Observer	103.30	Allen Goetz	15.40
Fox Welding	46.26	Dennis Miller	<u>25.65</u>
Keith Westphal	9.00		41.05
Kustom Signals	53.60		
League of Ia. Municipalities	30.00	<u>ROAD USE TAX</u>	
Matt Parrott & Sons	2.50	Miller's 66 Oil Co.	52.17
Metzger Sanitation	10.00		<u>52.17</u>
Miller's 66 Oil Co.	141.08	<u>OTHER FEDERAL MONIES</u>	
S & S Ford Mercury	3.00	Michael Sickles	65.90
			<u>65.90</u>

WATER UTILITY

Richard N.&Edna M. Edsall	100.00
First National Bank	46.00
Treas. State of Iowa	12.00
IPERS-FOAB	49.08
H.P.E.R.S.	34.62
Kerry Miller	176.56
Treas. State of Iowa	94.08
Acco Unlimited Corp.	465.44
Burroughs Corp.	900.00
Burroughs Corp.	42.99
Delmer Miller	78.51
Evelyn Rohner	2.96
Farmers Lumber	.56
First National Bank	10.00
Fontanelle Observer	10.50
Fox Welding	75.00
G&H Motor Freight Lines	16.55
Kerry Miller	43.95
Miller's 66 Oil Co.	15.70
State Hygienic Laboratories	18.00
Tippecanoe Press Inc.	10.00
United Telephone Co.	18.78
Van Vleet Hardware	31.75
Water Products Co.	206.68
Fontanelle Postmaster	5.00
Engineering Extension	50.00
Ia. Elec. Lt. & Power	<u>33.01</u>
	2547.72

SEWER UTILITY

Burroughs Corp.	330.00
Burroughs Corp.	42.99
Donald Corp.	54.25
Farmer's Lumber Co.	1.68
Fontanelle Observer	4.50
Hach Chemical	10.72
Miller's 66 Oil Co.	7.71
State Hygienic Laboratories	16.00
United Telephone	12.75
Fontanelle Postmaster	2.00
Ia. Elec. Lt & Power	20.01
	<u>502.61</u>

ELECTRIC UTILITY

First National Bank	139.00
Treas. State of Iowa	36.00
IPERS-FOAB	137.70
I.P.E.R.S.	93.05
Delmer Miller	335.41
Evelyn Rohner	193.03
Michael Sickles	32.95
Treas. State of Iowa	402.78
Art Baudler	19.50
Burroughs Corp.	5100.00
Burroughs Corp.	43.01
Bureau of Reclamation	3365.65
Don Carlos Law Firm	24.00
Evelyn Rohner	2.13
Farmers Co-op Co.	37.15
First National Bank	15.00
Fontanelle Observer	20.00
Hawkeye Electric Inc.	22.73
Herrick, Langdon, Belin	
Harris, Langdon & Helmick	1560.00
Iowa Electric Supply Co.	104.03
Kriz-Davis	40.56
Miller's 66 Oil Co.	44.01
M.B.P.A.	163.58
T & R Electric Supply Co.	554.00
Tippecanoe Press	13.54
United Telephone Co.	12.21
Van Vleet Hardware	8.45
Wallace Auto Supply	34.69
WESCO	843.48
Fontanelle Postmaster	20.00
Ia. Elec. Lt. & Power	53.01
Delmer Miller	335.41
Kerry Miller	176.56
Farmers Elec. Co-op	3.00
Clarence & Della Marckmann	
	153.47
Michael Sickles	32.95
	<u>14,172.04</u>

LIBRARY SALARY

IPERS-FOAB	12.18
Mrs. F.P.Patterson	47.07
Genevive Dodds	8.47
Mrs. F.P. Patterson	47.07
Genevive Dodds	8.47
	<u>123.26</u>

Committee Reports were Heard, and Correspondence was read. 123.26  
 Motion by Deane Darrow to order the Flow Meter (Model WF-4) from Automatic Systems Co. Ames, Iowa at the quoted price of \$2,235. Seconded by Keith Westphal. Carried.

Motion by Keith Westphal to send Kerry Miller to the Water Works School in Atlantic, starting March 8 through May 3. Carried.

Mr. Gary Sindelar and Mr. David Johnson presented new plans for the Water Treatment Plant.

The Mayor announced that all bids received for the Water Treatment Plant on the 5th day of August, 1976, were in an amount above what the City is able to finance and it was not in the best interests of the City to accept such bids and therefore the City Council had rejected such bids on the 12th day of August, 1976. The Mayor further announced that the Engineer had prepared new plans, specifications, form of contract and estimate of cost for the Water Treatment Plant and has filed the same with the Clerk. The Council took up and considered the proposed construction of the Water Treatment Plant and the fixing of a date for receiving bids and ordering publication of a new notice to bidders and notice of hearing on the new plans, specifications, form of contract and estimates of cost.

Council Member Keith Westphal introduced and read the following resolution hereinafter set out entitled: "Resolution to provide for a notice of hearing on proposed plans and specifications and proposed form of contract for the construction of the Water Treatment Plant for the municipal waterworks plant and system, and the taking of bids therefor", and moved its adoption, seconded by Council Member Art Baudler. After due consideration thereof by the Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted: AYES: Art Baudler, Deane Darrow and Keith Westphal. NAYS: None.

Whereupon, the Mayor declared the said motion duly carried and the said resolution adopted, as follows:

## RESOLUTION NO. 77.1

TO PROVIDE FOR A NOTICE OF HEARING ON PROPOSED PLANS AND SPECIFICATIONS AND PROPOSED FORM OF CONTRACT FOR THE WATER TREATMENT PLANT FOR THE MUNICIPAL WATERWORKS PLANT AND SYSTEM AND THE TAKING OF BIDS THEREFOR

WHEREAS, the City of Fontanelle, Iowa has heretofore established a municipal waterworks plant and system and it is necessary and desirable that the said water system be improved and extended and such improvements and extensions are for the best interest of the City, all of such improvements and extensions to be as described in and to be contracted for and completed in accordance with the proposed plans and specifications and form of contract prepared by Kirkham, Michael & Associates, Omaha, Nebraska, the City's Engineers, such proposed plans, specifications and form of contract being on file with the Clerk and which improvements and extensions are hereinafter referred to as the Water Treatment Plant (and is sometimes hereinafter in this resolution referred to as the "Project"); and

WHEREAS, the City has heretofore held a hearing on the proposed plans, specifications, form of contract and estimate of cost for said Project and has advertised for and received bids for the Project; and

WHEREAS, the City has determined that it was in the best interests of the City to reject the bids received and to order the Engineer to prepare new plans, specifications, form of contract and estimate of cost for the Project; and

WHEREAS, the new proposed plans, specifications, form of contract and estimate of cost prepared by Kirkham, Michael & Associates, 7300 Woolworth Avenue, Omaha, Nebraska, the engineers for the City, are on file with the Clerk; and

WHEREAS, it is necessary to fix a time and place of public hearing on the new proposed plans, specifications and form of contract and estimated cost for the Project and to fix a new date for receiving bids and to order publication of a new notice to bidders and notice of hearing on the new proposed plans, specifications, form of contract and estimate of cost for the Project;

NOW, THEREFORE, Be It Resolved by the Council of Fontanelle, Iowa, as follows:

Section 1. That the Project is necessary and desirable for the City and it is in the best interests of the City to proceed toward the construction of the Project.

Section 2. That the 7th day of March, 1977 at 8:00 o'clock p.m. at the City Hall, in the City, is hereby fixed as the time and place of hearing on the proposed plans, specifications, and form of contract, and estimated cost for the Project, and also as the time and place of taking bids in connection therewith.

Section 3. That the Clerk is hereby authorized and directed to give notice of the aforementioned hearing and taking of bids by publication of such notice once in the FONTANELLE OBSERVER, a newspaper of general circulation in the City, which publication shall be made not less than four nor more than twenty days prior to the time of the said hearing, all in conformity with Chapters 362 and 384 of the Code of Iowa, 1975, as amended. The said notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS  
SPECIFICATIONS AND FORM OF CONTRACT AND ESTIMATE OF COST  
FOR WATER TREATMENT PLANT  
FOR THE CITY OF FONTANELLE, IOWA, AND THE  
TAKING OF BIDS FOR SAID IMPROVEMENTS

PUBLIC NOTICE is hereby given that there are on file with the City Clerk of the City of Fontanelle, Iowa, plans and specifications, form of contract and estimate of cost for the proposed construction of Water Treatment Plant as hereinafter described.

A hearing will be conducted thereon at a meeting of the City Council to be held in the Council Chamber of the City Hall of Fontanelle, Iowa at 8:00 p.m., local time, on the 7th day of March, 1977, at which time and place any person interested may appear and file objections to said proposed plan, specifications, or contract for, or cost of said public improvements.

Sealed proposals will be received at the office of the City Clerk, City of Fontanelle, Iowa, until 8:00 p.m., local time, on the 7th day of March, 1977, for furnishing all labor, tools, materials, and equipment required to construct Water Treatment Plant per the specifications and attached drawings for said construction now on file for public examination in the office of the City Clerk and available at the office of Kirkham, Michael & Associates, 7300 Woolworth Avenue, Omaha, Nebraska 68124. Such proposals as are received will be publicly opened, read aloud, and tabulated at 8:00 p.m., on said date at the Fontanelle City Hall, Fontanelle, Iowa or at such later time as may be fixed then.

The extent of the work involved is the furnishing of all labor, materials, and equipment necessary for the construction of a Water Treatment Plant and related and miscellaneous work.

Some of the major features of the work are as follows:

1. A reinforced concrete reservoir 40' x 20' x 11' with intermediate walls.
2. A pre-engineered metal building 32' x 20' x 12' constructed on the concrete reservoir.
3. Two, 100 GPM vertical turbine pumps.
4. Three, 48-inch diameter pressure filters.
5. One, chlorinator.
6. Piping, valves, fencing, earthwork and other miscellaneous and related work.

Each proposal shall be made on a form furnished by Kirkham, Michael & Associates, and no bidder may withdraw his proposal for a period of thirty (30) days from and after the date set for opening of bids. Each proposal must be accompanied by a certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States in an amount equal to five (5) percent of the Base Bid Price, made payable to the City of Fontanelle, Iowa, or a bids bond in the form contained in the specifications for a like amount which shall be forfeited to the City of Fontanelle if said proposal is accepted and the bidder fails to execute the Contract and file the required performance and payment bond as required in the Contract Documents. The bid security of the unsuccessful bidders will be promptly returned to the bidders by the Owner as soon as the successful bidder is determined or within thirty days (30), whichever is sooner.

The work herein provided for shall be done under written contract with the responsible bidder submitting the lowest acceptable bids in accordance with the requirements of the plans and specifications and as provided by law.

Payment to the Contractor will be made in cash derived from the sale of \$25,000 General Obligation Bonds and from such funds as are legally available or from future net earnings of the City's municipal waterworks plant and system. To the extent the payment is not made in cash, and as evidence of the amounts due the Contractor, the City will deliver to the Contractor and the Contractor shall accept in payment of the contract price, Water Revenue Pledge Orders, bearing interest at a rate not exceeding eight percent (8%) per annum, which pledge orders shall be payable solely and only out of the net revenue of the City's Water Supply System, as authorized by Division V of Chapter 384 of the 1975 Code of Iowa. The City shall not incur any general obligations for such improvement and neither the Contractor for the construction of the improvement nor the Water Revenue Pledge Orders will constitute a general obligation of the City or be payable in any manner by taxation and under no circumstances shall the City be in any manner liable by reason of a failure of the net revenues to be sufficient for the payment thereof.

Payments will be made to the Contractor(s) by the City of Fontanelle, Iowa by its properly delegated authorities, as provided by law and where possible partial payments will be made to the Contractor in an amount equal to ninety percent (90%) of the value of the work completed during the preceding month, as determined by the Contractor, subject to the approval of the Engineer, who will submit each estimate to the City for payment on or before the 10th day of each month. The Contractor will on or before the 5th day of each month, make an estimate of the value of the work performed during the previous month.

No final payment will be made until the Contractor has certified to the City that all materials, labor and services involved have been paid.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor.

The successful bidder will be required to furnish a Performance Bond, and Labor and Materials Payment Bond, each in an amount equal to one hundred percent (100%) of the Contract price, said bonds to be issued by a responsible corporate surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor and shall also guarantee the work for a period of one (1) year from and after its completion and acceptance by the City of Fontanelle by its properly delegated authorities.

The work shall be commenced within 10 days after the issuance of the Notice to Proceed. The Contractor shall complete all work within 210 consecutive calendar days of the issuance of the Notice to Proceed.

Plans and specifications and contract documents may be examined at the office of the City Clerk of Fontanelle, Iowa and may be obtained from the office of the Engineer, Kirkham, Michael & Associates, at 7300 Woolworth Avenue, Omaha, Nebraska 68124, upon the payment of thirty dollars (\$30.00) which amount will not be refunded.

Contractor who held plans on this project which was previously bid on August 5, 1976 and later reissued on September 14, 1976 will receive additional Addenda which modifies their document.

Published upon order of the City Council, City of Fontanelle, Iowa.

CITY COUNCIL  
CITY OF FONTANELLE, IOWA  
/s/ Betty V. Burcham, Mayor

Attest: Evelyn M. Rohner  
City Clerk

Section 4. That all provisions set out in the foregoing form of notice are hereby recognized and prescribed by this Council and that all resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

PASSED AND APPROVED this 7th day of February, 1977.

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

*Betty V. Burcham*  
Betty V. Burcham, Mayor

(Seal)

Mr. Archie Phillipe, Representative of Blue Cross-Blue Shield met with the Council and employees in regard to insurance for the employees. It was decided that the Council would meet with the employees at another session on February 17th to discuss it further.

Motion by Art Baudler to Transfer \$117.00 out of the Federal Revenue Sharing Fund into the Correct fund of Federal Monies. Seconded by Deane Darrow. Carried.

Motion by Keith Westphal to engage the Ordinance Codification Service of West Des Moines, Iowa to update the Ordinance & Code for the City, in compliance with the Home Rule Act; and to authorize the Mayor to sign the Agreement. Seconded by Art Baudler. Carried.

#### AGREEMENT FOR CODIFICATION SERVICES

THE LEAGUE OF IOWA MUNICIPALITIES, Hereinafter referred to as the LEAGUE, and the City of Fontanelle, Iowa hereinafter referred to as the CITY, hereby agree as follows:

1. The LEAGUE agrees to codify, edit and classify all ordinances of a general and permanent nature as passed in final form by the CITY. Such ordinances may, however, be modified by the LEAGUE so as to conform to a more uniform usage of language. Any ordinance passed in final form after the editorial meeting shall not be included in the original codification but shall be considered a portion of the supplemental agreement hereinafter stated. Such codification shall be organized in an orderly and logical fashion according to subject matter generally paralleling the program budgeting format. Each section shall be provided with catchlines which accurately express the content of the section.

2. The LEAGUE further agrees to revise and update the existing ordinances with the advice and consent of the City Attorney or other person designated by the CITY. All suggestions of revision or suggestions of repeal of obsolete provisions shall be to the person designated by the CITY, which he in turn may recommend to the Council. Such editorial work agreed upon by the LEAGUE shall include but not be limited to:

- a. Research of State Law and Iowa court decisions to ensure each ordinance is compatible with existing statutes and decisions.
- b. Citations to State law (where relevant)
- c. Preparation of a comprehensive general index and table of contents for the entire code.
- d. Recommendations of new ordinances because of statutory requirements or of conflicts in existing ordinances.

3. The CITY hereby appoints Don Carlos & Carlberg, Atty's to be its agent and represent said CITY at any and all editorial meetings which may occur between the CITY and the LEAGUE WITH reference to the herein agreed codification. The decision of the agent shall be binding upon the CITY on any matter except those which must be passed by Ordinance of the Council.

4. The LEAGUE agrees to conduct one (1) editorial meeting with the above named agent of the CITY. Such meeting shall be held in the city of Fontanelle. At such meeting any changes or recommendations may be furnished and discussed, and a final decision as to any additions, deletions or other changes which will be made to the original content of the ordinances.

5. Should the CITY deem it necessary to have further meetings with the LEAGUE, the CITY agrees that it shall pay the expenses of the LEAGUE in attending such meeting in addition to the basic contract price. If such meeting shall take place in the CITY, expenses shall include (1) travel at 20¢ per mile, plus (2) compensation at \$25.00 per hour for LEAGUE personnel required to attend such meetings. Said wages shall be accumulated from the time of leaving the LEAGUE to the time of return to the LEAGUE, so long as said personnel are involved in actions which are directly in pursuit of traveling to and from the meeting and engaging in the meeting. Should the meeting take place at the LEAGUE offices, the expenses which the CITY shall incur shall be wages for LEAGUE personnel directly involved in the meeting for the duration of the meeting.

6. The LEAGUE further agrees to print for the benefit of the CITY, in easily readable fashion on acceptable paper, up to 25 copies of the completed city code for the basic contract price as hereinafter specified. One (1) bound copy of the code will be retained for the permanent library of the LEAGUE codification service.

7. The CITY agrees to purchase 15 mechanical loose leaf binders (one of which will be retained as stated above) at a cost of twelve dollars (\$12.00) each, for a total price of \$180.00. The purchase of the binders will be in addition to the basic contract price hereinafter specified.

8. There shall be a cost to the CITY of twelve dollars (\$12.00) per page for all pages of the book over 150. In the event the manuscript for the code should contain tables, drawings, designs, algebraic formulae and the like, for which engraved cuts or other methods of reproduction other than straight lineotype operation are required, the cost of such engravings or tabular material shall be in addition to the cost enumerated above. A page is hereby defined as one side of any sheet which is included in the code book.

9. The CITY shall furnish the LEAGUE with either typed or printed copies of all ordinances of a general and permanent nature passed in final form on or before the date the editorial meeting is held. Such copies will not be returned. In the event the CITY is unable to furnish non-returnable copies the LEAGUE will make such copies from originals furnished by the CITY at a cost of 20¢ each.

10. The BASIC CONTRACT PRICE, which will be deemed payment in full for all services and goods contained in this contract and not specifically stated to be in addition to the BASIC CONTRACT PRICE, shall be \$2,000.00 for up to 150 pages.

11. The CITY agrees to pay for the work and merchandise outlined heretofore in accord with the following schedule:

- a. \$750.00 upon signing this agreement.
- b. \$750.00 upon completion of the editorial meeting.
- c. The balance of any and all amounts remaining due upon delivery of the completed code to the CITY.

#### AGREEMENT FOR SUPPLEMENTAL SERVICE.

1. In addition, and as supplemental to the above, the LEAGUE agrees to maintain a continuous update of ordinances of a permanent and general nature, passed by the CITY after adoption of this code. Said update shall conform to the requirements heretofore established including annual update of the Index and Table of Contents. The League will provide 15 pages of update per year, with appropriately changes index, for an additional charge of \$250.00 per year. Additional pages per year shall be twelve (\$12.00) per page. As used in this Supplemental Agreement, page shall mean one side of a sheet. Any part of a page which required changing due to updating shall be deemed an entire page for billing purposes, provided, the LEAGUE makes all updating changes in the most economical way possible within its adopted method of updating.

2. This Supplemental Agreement is terminable by either party upon written notice given to the other party no later than sixty (60) days prior to the requested expiration date. Any costs incurred by the LEAGUE on the supplemental update service shall be paid on a quantum meruit basis and the materials published shall be so furnished to the CITY

IN WITNESS WHEREOF, THE CITY hereby executes this Agreement by its designated official and the LEAGUE OF IOWA MUNICIPALITIES, by proper authorized signature, agrees.

Dated this 7th day of February, 1976.

Attest: *Evelyn M. Rohner*  
Evelyn M. Rohner

by /s/ Betty V. Burcham, Mayor  
by/s/ Robert E. Josten

LEAGUE OF IOWA MUNICIPALITIES



Motion by Art Baudler to purchase two woltmeters as required by the State Commerce Commission. (Total price for two \$506.00) Seconded by Deane Darrow. Carried.

Motion by Deane Darrow to sell a gas stove, which is stored, to Delmer Miller for \$30.00. Seconded by Art Baudler. Carried.

There are two old safes, in the back room. The Council decided that the going price for these would be \$100.00 each.

Motion by Deane Darrow to adjourn. Seconded by Keith Westphal. Carried.

*Evelyn M. Rohner*

*Betty V. Burcham*  
Betty V. Burcham, Mayor

Attest: Evelyn M. Rohner, Clerk

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Fontanelle, Iowa  
February 11, 1977

The City Council met in Special Session at the City Hall at 7:30 p.m. with Mayor Betty V. Burcham presiding. Councilmen present were: Art Baudler, Ralph Means and Keith Westphal. Absent: Randall Bond and Deane Darrow.

The purpose of the meeting was to discuss the seeling of water to farmers.

Motion by Keith Westphal that the City sell water to the farmers on a TEMPORARY EMERGENCY BASIS at 30¢ per hundred gallon. (any portion of 100 gallon is considered a total of 100 gallon.) Cash at the Hydrant. Regular selling hours to be from 9 a. m. to 11 a.m. and 1 p.m. to 3 p.m. daily. All calls other than regular scheduled hours will require \$1.00 extra per load. Seconded by Ralph Means. Carried.

It was decided that the water hydrant at the corner of 1st & Benton would be used for this purpose, and that Carl Woodrich would be the overseer of the hydrant sales.

Motion by Keith Westphal to adjourn. Seconded by Ralph Means. Carried.

*Evelyn Rohner*

*Betty V. Burcham*  
Betty V. Burcham, Mayor

Attest: Evelyn Rohner, Clerk

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Fontanelle, Iowa  
February 17, 1977

The City Council met at City Hall at 7:30 in Special Session with Mayor Betty V. Burcham presiding. Council members present were: Art Baudler, Deane Darrow, Ralph Means and Keith Westphal, and ~~Randall Bond~~. Absent: None.

Charles Cummins present preliminary plans for a 15 lot development area in the south part of Fontanelle. Mr. Cummins main interest was to see if the Council approved, and what could be done in the way of putting in utilities for the proposed plan. The Council stated that an Engineer would have to be contacted for sewer development. The Clerk was directed to contact Culver Engineering, and set up a date to meet with him, preferably the date of February 28th.

The Council and Employees discussed the matter of Health Insurance. The Council is willing to negotiate, if all employees accept the same Health Insurance Plan. Councilman Deane Darrow suggested if the employees wanted Insurance immediately, they should pay for it individually, and then discuss it again at Wage negotiation time, as to whether it would be included as part of the annual raise, or a separate benefit altogether.

The subject of stray cats was thoroughly discussed. The Mayor, along with the two Marshalls are to put a notice in the paper concerning cats & dog.

A complaint had been received about all the junk in the alley east of the corner of 4th Street & Benton Streets.

Police Uniforms were discussed. Motion by Deane Darrow to buy Don Rivers 2 pair Police Uniform Pants. Seconded by Ralph Means. Carried.

Motion by Keith Westphal and seconded by Ralph Means that the budget for the period July 1, 1977 to June 30, 1978 in the amount of \$281,518 be filed this 17th day of February and that the date of hearing on said Estimate be fixed on the 7th day of March at 7:00 p.m. at the City Hall in Fontanelle, Iowa, and the Municipal Clerk is hereby directed to publish the estimate and Notice of Hearing in the Fontanelle Observer not less than 4 nor more than 20 days before the date of hearing. Carried.

Motion by Deane Darrow to adjourn. Seconded by Art Baudler. Carried.

*Evelyn M. Rohner*

*Betty V. Burcham*  
Betty V. Burcham, Mayor

Attest: Evelyn M. Rohner, Clerk