



**CLINTON CITY COUNCIL  
COMMITTEE OF THE WHOLE**

**October 27, 2015**

**CITY HALL COUNCIL CHAMBER**

**ROLL CALL:**

- 1. Parks and Recreation Reorganization Proposal – Jessica Kinser**
- 2. Liberty Square Offer to Buy #2 – Jessica Kinser**
- 3. 2016 Animal Licensing Agreements – Jessica Kinser**
- 4. SSMID Agreement for Snow Removal Services – Jessica Kinser**
- 5. New Liquor License at 92 Main Avenue – Pat Van Loo**
- 6. Mayor & Council Member Updates**

# Committee of the Whole Summary Sheet

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October 27, 2015

## **1. Parks and Rec Reorganization Proposal**

The packet includes a report and analysis on reorganizing into a Parks and Recreation Department, while leaving Streets and Solid Waste as standalone functions.

### **ACTION REQUESTED**

To move to the next meeting a resolution formalizing the changes and beginning the necessary ordinance changes.

## **2. Liberty Square #2**

This is the second offer from the DOT for the City to purchase a parcel of property.

### **ACTION REQUESTED**

To move forward a resolution to purchase the property to the November 10<sup>th</sup> Council meeting.

## **3. Animal Licensing**

Ahead of the 2016 animal licensing season, staff is requesting the Council consider letting other organizations assist in the licensing process by keeping half the license fee for every license sold.

### **ACTION REQUESTED**

To move agreements for the Clinton Humane Society and Midwest Pets for Life forward to the next meeting.

## **4. SSMID Snow Removal Agreement**

The SSMID has requested the City to provide snow removal to the downtown for the 2015/16 season for \$15,000.

### **ACTION REQUESTED**

To move the agreement forward to the next meeting.

## **5. New Liquor License**

A new liquor license request has been submitted for 92 Main Avenuen, which is the old Just Friends.

### **ACTION REQUESTED**

To move forward to the next Council meeting for approval pending DRAM

# Parks and Recreation Reorganization Proposal

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October 27, 2015

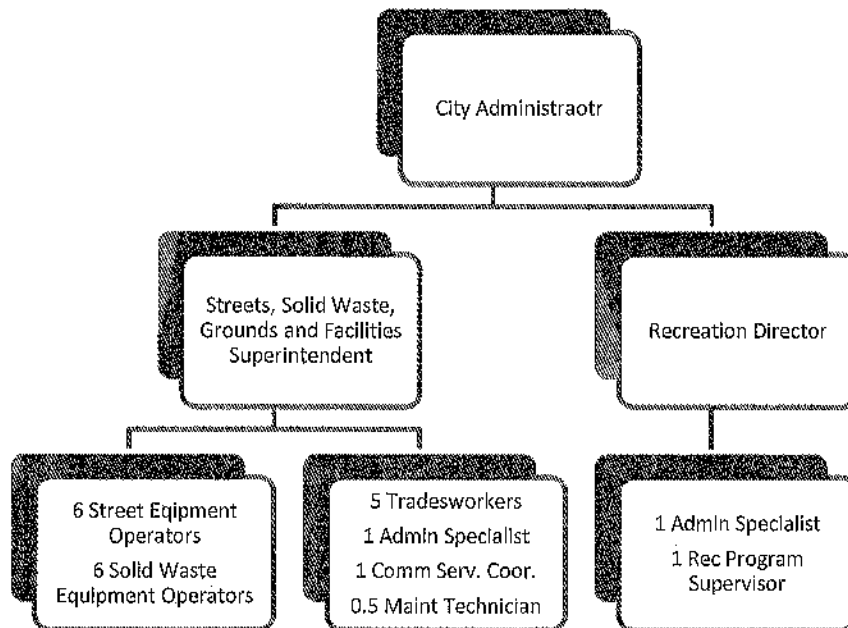
Prepared by Jessica Kinser, City Administrator

The City Council most recently discussed a proposal to improve the City's organizational structure by reorganizing existing departments under the headings of Public Works and Parks and Recreation in January 2015. Due to the prohibitive cost of the proposal, it did not move forward to implementation. An upcoming retirement is providing an opportunity to reexamine the prior proposals for viability, a review of which has been completed.

After updating the prior proposal with fiscal year 2015 wage information, it became apparent that a Public Works Department was still cost prohibitive. Therefore, I isolated changes that would result from a Parks and Recreation Department, and found an organizational solution which increases costs slightly, but should provide better oversight and improved service delivery. I am recommending that the Council move forward an organizational change to create a Parks and Recreation Department and the necessary staffing changes to accommodate this change.

## CURRENT ORGANIZATIONAL STRUCTURE

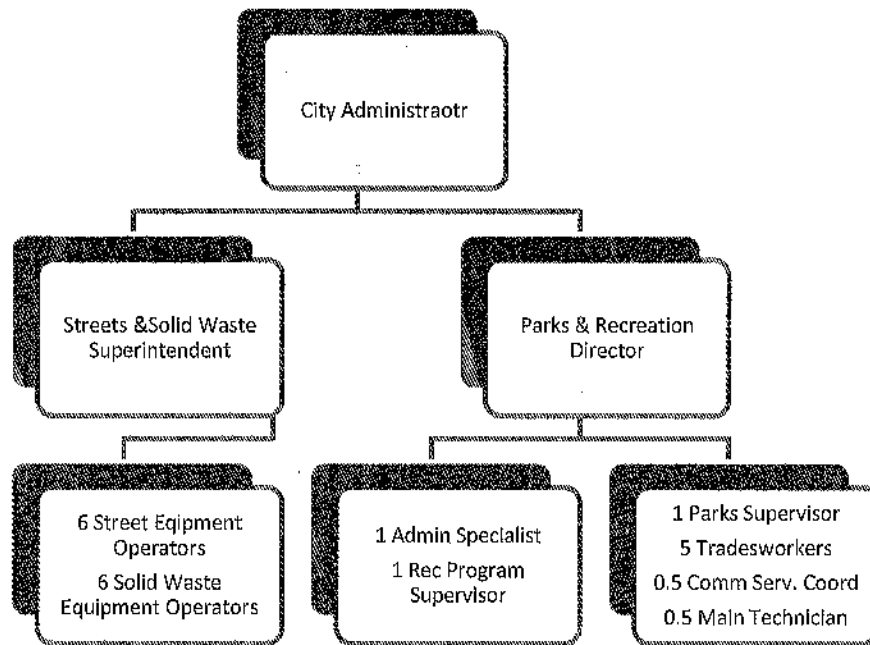
Currently, Recreation is a standalone department, while the maintenance of parks comes under the heading of Streets, Solid Waste, and Grounds and Facilities. This structure has existed since 2012 when the retirement of the then Public Works Director created oversight gaps that needed to be filled. The chart below shows the number of full-time employees in each of the departments currently.



The position of Public Works Director was vacated a few months after the Street and Solid Waste Superintendent was vacated. To compensate for the loss of these positions, the duties of Grounds and Facilities were combined with Streets and Solid Waste, creating a larger span of control for one individual. For the past 3 years, the City has operated as best as possible with the human and financial resources in these areas.

**PROPOSED ORGANIZATIONAL STRUCTURE**

In order to improve the service level and response to citizens, I am recommending the Council consider an organizational structure of a Parks and Recreation Department. Creating a Parks and Recreation Department serves at least two different purposes. First, it evens out the span of control of each existing department head, meaning each department head will have a more even number of employees reporting to them. Second it groups functional elements of parks and recreation together under the oversight of one individual. While parks maintenance is not incompatible with public works functions, the connection between maintenance of recreational facilities in parks has deteriorated under the current structure. The chart below shows what a new structure with a Parks and Recreation Department would look like.



Essentially, this proposed reorganization takes all employees associated with Grounds and Facilities currently and moves them under a Parks and Recreation Department and Director, which would be a new position. Another new position listed above under Parks and Recreation is a Parks Supervisor to serve as a function equivalent of the Recreation Program Supervisor. Streets and Solid Waste would go back to being its own department with the position of Streets and Solid Waste Superintendent refilled.

**FINANCIAL ANALYSIS**

The request to implement this change is as of January 1, 2016, which is the half-way point of the new fiscal year. Therefore, I am presenting the financial analysis for the remaining six months of the current fiscal year. If the Council implements the organizational changes, these would be incorporated into the upcoming fiscal year 2017 budget process, which will begin in

the very near future. The table below shows the wages for six months corresponding to the organizational charts of the previous page. Under the proposed reorganization, the overall wages increase by about \$6,000. However, Wastewater and MTA see savings as a result of the personnel reallocation, while the General Fund and Solid Waste Fund see the increase. This is due mostly to the creation of the Parks Supervisor position and the reallocation of wages for the Community Service Coordinator, which are discussed in detail below.

<b>Curent Configuration</b>		<b>Proposed Configuration</b>		
Streets, SW, <b>G&amp;F</b> Supt	\$ 37,889	Streets, SW Supt	\$ 33,023	
Recreation Director	\$ 37,889	<b>Parks &amp; Rec</b> Director	\$ 41,525	
--	--	Parks Supervisor	\$ 26,120	
Rec Program Supervisor	\$ 25,066	Rec Program Supervisor	\$ 26,120	
WPC Admin Specialist	\$ 20,426	WPC Admin Specialist	\$ 7,800	
Community Svcs Coord.	\$ 19,505	Community Svcs Coord.	\$ 19,505	
BNS Administrative	\$ 7,540	--	--	
<b>Salaries by Fund (1/1/16 - 6/30/16)</b>		<b>Salaries by Fund (1/1/16 - 6/30/16)</b>		<b>6-month Impact</b>
General Fund	\$98,214	General Fund	\$109,369	\$11,155
Road Use Tax Fund	\$18,767	Road Use Tax Fund	\$18,462	-\$305
Solid Waste	\$15,452	Solid Waste	\$18,462	\$3,010
Transit	\$3,316	Transit	\$0	-\$3,316
Wastewater	\$12,564	Wastewater	\$7,800	-\$4,764
	<b>\$148,313</b>		<b>\$154,093</b>	<b>\$5,780</b>

There are multiple changes occurring between the current and proposed structures shown above which are not adequately described in numbers and charts alone. The information below provides better insight into what the changes mean to the individual departments and positions.

- Street and Solid Waste Superintendent**  
 The Street and Solid Waste Superintendent position, which reports directly to the City Administrator, has been vacant since 2011 as the duties were combined with the Grounds and Facilities Superintendent in 2012. The starting wages for this position would be from Pay Grade 7, Step 3 (with additional out-of-rank pay supplied to the existing Superintendents). If approved, this position would be posted in November, with the attached job description, for a start date as soon as possible. This is not ideal to happen in the middle of snow removal season, but unfortunately cannot be avoided. An updated job description is attached.
- Parks and Recreation Director**  
 The Parks and Recreation Director would replace the existing Recreation Director position, and would also report directly to the City Administrator. This position would go to Pay Grade 9, from a current Pay Grade 8. Gregg Obren, existing Recreation Director, would take over this new position if approved and begin the transition as soon as possible. A new job description for this position is also included with this report.

- Parks Supervisor  
As mentioned previously, the position of Parks Supervisor would be a new position under a Parks and Recreation Department. This position would be responsible for coordinating the day to day activities in the area of parks maintenance. This position proposed as a Pay Grade 3, Step 6 due to the current wages of the Tradesworkers (\$50,176 for fiscal year 2016). This is only a 4 percent differential, so compression pay might need to be considered a future point. As a Pay Grade 3, this position is equivalent with wages to the Recreation Program Supervisor, who is seen as a functional job equivalent in a Parks and Recreation Department. A new job description for this position is included with this report.
- Recreation Program Supervisor  
This position is only included in the analysis to ensure that the current incumbent is treated equally to a new Parks Supervisor. Therefore, the position is shown to advance to Pay Grade 3, Step 6 as of January 1, 2016, at a minimal cost. No changes to this job description are proposed.
- WPC Administrative Specialist  
This position is currently a full-time position providing administrative support to Wastewater, Grounds and Facilities and Streets and Solid Waste. Parks and Recreation would be headed out of the Ericksen Center, requiring no additional administrative support staff. The duties of Streets and Solid Waste are also being reassigned to an existing position. This leaves approximately 25% of the position remaining and does not logically support the need for a full-time employee. The proposal above keeps the position but downgrades it to a permanent, part-time position with a proposed wages of \$15.00 per hour based on other comparable part-time positions in the City.
- Community Service Coordinator  
The Community Service Coordinator position, like the Trade workers, is proposed to move to the Parks and Recreation Department, but on a half-time basis. The other half of the position's time would be allocated to Building and Neighborhood Services as a Neighborhood Services Inspector. This position would provide back-up administrative work, nuisance inspections, rental inspections, and other building-related inspections as needed. Also, the City receives \$9,000 annually for this position from Clinton County. This amount is deducted off of the wages that are shown above. A new job description for this position is included.

There are some additional changes which are not reflected above, including the following:

- Elimination of a part-time administrative position in BNS as of January 1, 2016.
- Assignment of payroll and accounts payable and other support functions for Streets and Solid Waste to the Public Works Administrative Specialist, with changes to the position possible based upon new Street and Solid Waste Superintendent.
- Assignment of the Maintenance Technician to Parks and Recreation Director until further notice.

Please note that this proposal only looks at wages. For employee allocations into the Road Use Tax Fund, Solid Waste Fund, Transit Fund, and Wastewater Fund, any associated benefits are directly paid by those funds as well. This would translate into the savings in some funds being greater than what is listed above. The increase in associated benefits for the General Fund

would be transferred in from a tax levy for employee benefits and would be a net zero to the General Fund.

#### **NEXT STEPS**

The timing of a known staffing change has provided an opportunity to look at doing things differently. It organizationally does not make sense to stack on so much personnel and functional oversight into one position as we have done. The City has a history of breaking the organizational structure down and trying to piece it back together again as a quick fix rather than looking to make long term change. This proposal is one that can and should result in successful outcomes for customer service and responsiveness to needs. The only downside to the reorganization is a slight increase in the personnel costs of the proposal. However, efficiencies gained through better oversight of departments and functions offset the nominal increase in personnel costs.

This reorganization is proposed for a January 1, 2016, start date, which is not very far away. I am asking the Council to move these changes forward to the November 10<sup>th</sup> City Council meeting in order to provide the time necessary to fill the new positions and begin the transition. Specifically, this would come forward as a resolution creating and eliminating the positions and other changes noted above, and an amendment to Chapter 32.001 of the Code of Ordinances which establishes a Recreation Department, and Chapter 32.017 which enumerates the duties of a Public Works Director.

**CITY OF CLINTON  
STREET AND SOLID WASTE DEPARTMENT  
STREET AND SOLID WASTE SUPERINTENDENT  
JOB DESCRIPTION**

**JOB SUMMARY:**

Under general supervision of the City Administrator, this position is an exempt position under FLSA. Work includes planning and prioritizing street-related maintenance activities, including filling of pot holes, street sweeping, alley maintenance, snow removal, and right-of-way maintenance. Work also includes planning and managing the operation of a residential solid waste collection program, including seasonal yard waste pick-up and recycling. The Street and Solid Waste Superintendent works collaboratively with the City Engineer and other City departments on minor street issues, scheduling of projects, and providing assistance as necessary.

**ESSENTIAL JOB DUTIES:**

This list is not absolute or restrictive, but indicates approximate duties and responsibilities that may be redefined pursuant to operational needs.

- Supervises and develops Street Maintenance and Solid Waste personnel, including hiring, directing work assignments, setting priorities, assigning work, training and development, and discipline and discharge.
- Provides oversight of program operations, activities, and staff to ensure effective and timely delivery of services in both Street Maintenance and Solid Waste.
- Conducts and documents accident investigations involving Street Maintenance and Solid Waste employees.
- Promotes, supports and enforces safety and loss control programs to ensure a safe and healthy working environment.
- Assist with implementation of random drug and alcohol testing program for CDL operators.
- Supervises the Street Maintenance Operations and activities including establishing short and long term goals and objectives in collaboration with the City Administrator
- Develops, supervises and participates in construction of special operation projects.
- Develops and manages contracts, agreements, consultants, suppliers, and vendors.
- Facilitates collaboration with other city departments and coordinates with other public agencies to most efficiently utilize manpower and equipment for the public good.
- Inspects city road system; directs employees to various work sites; orders and purchases supplies and materials; updates inventory records; plans work on a daily, weekly, monthly and yearly basis; alters work priorities as needed.
- Prepares the Street Maintenance budget and manages and monitors budget including reviewing and approving expenditures.
- Supervises all tree removal and trimming operations in City right-of-way.
- Responds to citizen complaints pertaining to the department.



### **KNOWLEDGE, SKILLS AND ABILITIES:**

- Thorough knowledge of practices, methods, tools, materials, and equipment of street maintenance and of street repair
- Thorough knowledge of safety standards related to street maintenance and repair
- Thorough knowledge of federal, state and local laws, regulations and standards relating to street maintenance and repair
- Basic knowledge of street locations and City infrastructure
- Basic knowledge of computers and electronic data processing, including familiarity with Microsoft Office programs
- Basic knowledge of effective management principles and practices
- Demonstrated leadership and supervisory skills
- Strong analytical skills, including Diagnosing and assessing operational problems and taking corrective actions
- Strong communication skills, both oral and written
- Ability to work under pressure with interruptions and challenging deadlines
- Ability to plan, organize, and maintain work schedules and records
- Ability to establish and maintain effective working relationships with elected officials and the general public.
- Ability to read and interpret construction plans and drawings
- Ability to effectively accomplish work through others
- Ability to respond to emergency situations 24 hours per day, 7 days per week

### **MINIMUM QUALIFICATIONS:**

Two years of post-secondary training, with a preference for a bachelor's degree in construction management, construction, civil engineering or related field and five years of experience in street maintenance or construction, with at least two years supervisory experience; or any equivalent combination of accepted education and experience.

Must be a resident of Iowa; a non-user of tobacco products and compliant with the Smoke Free Air Act. The candidate must be able to pass a criminal background check and possess a valid of a valid Iowa driver's license and remain complaint with the City's Motor Vehicle Policy during employment. Must also possess a Commercial Driver's License with an air brake endorsement. The candidate must all pass a post-employment offer physical capability exam and drug screening.

### **PHYSICAL DEMANDS AND WORKING CONDITIONS:**

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job duties.

While performing the duties of this job, the employee is regularly required to use hands and fingers, handle, feel or operate objects, tools or controls and reach with hands and arms. The

employee frequently is required to stand, walk, talk or hear, sit, climb or balance, stoop, kneel, crouch, crawl and smell. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to seventy-five (75) pounds. Specific vision abilities required by this job include close vision, distance.

This position spends a moderate portion of time outdoors with exposure to variable weather conditions. This position also spends a moderate portion of time in an environment with exposure to dust, noise, moving machinery and chemicals.

**CITY OF CLINTON  
PARKS AND RECREATION DEPARTMENT  
PARKS AND RECREATION DIRECTOR  
JOB DESCRIPTION**

**JOB SUMMARY:**

Under the supervision of the City Administrator, the Parks and Recreation Director is an exempt position under the FLSA. Work includes planning, organizing and managing all parks, park lands, recreation programs and facilities, including Eagle Point Park and Lodge, Emma Young Park and the Ericksen Center, Riverview Park, Riverview Pool, miles of recreational trails and more. The Director also serves as the staff liaison with the Parks and Recreation Advisory Board. The Director supervises a staff of 8.5 full-time employees, and multiple other permanent part-time positions and seasonal staff, and oversees multiple contracts for services and lease agreements related to the City-owned facilities, including the Clinton Marina and Ashford University Field.

**ESSENTIAL JOB DUTIES:**

This list is not absolute or restrictive, but indicates approximate duties and responsibilities that may be redefined pursuant to operational needs.

- Plans and directs the operation of facilities and programs designed to meet the needs of the City's residents for public recreation, including the operation of recreation centers, participative recreation leagues, swimming facilities and programs, and special group recreation programs
- Prepares programs, policies and procedures for all division operations
- Hires, trains, organizes and evaluates department personnel
- Ensures the safe operation of facilities and programs
- Conducts surveys to determine community needs as to programs and recreation activities
- Determines adequacy of present facilities and prepares plans and schedules for projected expansion of facilities to meet community needs
- Acts as liaison with other departments, community agencies, and civic groups to promote the goals and objectives of the department, including community outreach and advertising
- Formulates and administers the annual departmental budget
- Secures and requisitions necessary equipment and supplies
- Responds to citizen complaints
- Represents City Administrator at Parks and Recreation Advisory Board meetings
- Prepares reports, publications, and research as requested by the Parks and Recreation Advisory Board

**KNOWLEDGE, SKILLS, AND ABILITIES:**

- Thorough knowledge of modern principles, practices and objectives of public recreation programs;
- Thorough knowledge of federal, state, and local laws, regulations and standards relating

- to park management and recreation programs;
- Thorough knowledge of safety standards for park operations and recreation programs, including swimming pools;
  - Thorough knowledge of effective managerial principles and practices;
  - Ability to develop and administer budgets;
  - Ability to plan, organize, prioritize, coordinate, assign and evaluate the work of full-time staff and a large staff of part-time, temporary and seasonal staff and volunteers;
  - Ability to evaluate the effectiveness of services and programs and assess overall departmental effectiveness in carrying out its mission;
  - Ability to communicate effectively, both orally and in writing;
  - Ability to establish and maintain effective working relationships with other employees, government officials, civic organizations and community agencies and the general public, including youth, senior citizens, disadvantaged minority groups, etc.;

### **MINIMUM QUALIFICATIONS:**

Bachelor's degree in recreation management, business management, or public administration or related field and five years of experience in managing park and recreation programs; or any equivalent combination of accepted education and experience.

Must be a resident of Iowa; a non-user of tobacco products and compliant with the Smoke Free Air Act. The candidate must be able to pass a criminal background check and possess a valid of a valid Iowa driver's license and remain compliant with the City's Motor Vehicle Policy during employment. The candidate must all pass a post-employment offer physical capability exam and drug screening.

### **PHYSICAL DEMANDS AND WORKING CONDITIONS:**

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job duties.

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee frequently is required to walk, stand; climb or balance; and stoop and kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job includes close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

This position may be regularly exposed to outdoor weather conditions; noise level in the work environment is usually moderate.

**CITY OF CLINTON  
PARKS AND RECREATION DEPARTMENT  
PARKS SUPERVISOR  
JOB DESCRIPTION**

**JOB SUMMARY:**

Under the general supervision of the Parks and Recreation Director, the Parks Supervisor is a non-exempt position under the FLSA. This is professional position involving the planning, organizing, coordinating, directing and/or supervising of the maintenance of all City parks, playgrounds, park lands, including recreational trails, and park and recreation facilities. Work involves supervising and directing the work of Tradesworkers and temporary/seasonal, part-time and volunteer staff involved in maintaining the parks system.

**ESSENTIAL JOB DUTIES:**

(This list is not absolute or restrictive, but indicates approximate duties and responsibilities that may be redefined pursuant to operational needs.)

- Plan, create, and maintain landscaping in order to beautify parks;
- Supervise and participate in the planning, maintenance, repair, upkeep, and renovation of park facilities and equipment;
- Delegate and supervise work schedules and duties to other parks personnel;
- Supervise and participate in spraying for weeds in accordance with applicable state and local ordinances.
- Order equipment as approved by the Parks and Recreation Director
- Handle snow removal of designated city-owned properties and parks.
- Coordinate seasonal mowing, including oversight of contracts.
- Attend staff, safety, Parks and Recreation Advisory Board, and other program related meetings as directed;
- Recruits, selects, and trains seasonal and part-time personnel;
- Assists in the financial administration of the parks operations by preparing budget estimates and adhering to assigned budget;
- Provides inventory and supply control for equipment, supplies and materials;
- Prepares records and reports pertaining to assigned program areas.

**KNOWLEDGE, SKILLS AND ABILITIES:**

- Basic knowledge of computers and electronic data processing, including familiarity with Microsoft Office programs
- Basic knowledge of budgeting concepts
- Thorough knowledge of sound environmental maintenance management practices
- Thorough knowledge of the methods, materials and tools and equipment used in parks maintenance such as the planting and maintenance of trees, mowing, trimming, and weed control.
- Thorough knowledge of laws, regulations, and ordinances governing area of assignment
- Demonstrated leadership and supervisory skills
- Excellent communication skills, including written and oral
- Ability to work under pressure with interruptions and challenging deadlines

- Ability to establish and maintain effective working relationships
- Ability to effectively communicate, interact courteously with the public
- Ability to comprehend and apply technical information.
- Ability to perform job functions adhering to safety guidelines and policies set for by administration and/or supervisor.

**MINIMUM QUALIFICATIONS:**

Bachelor's degree in park planning, landscape architecture, horticulture, arboriculture or related field and two years of experience within parks administration with a preference for supervisory experience; or any equivalent combination of training and experience.

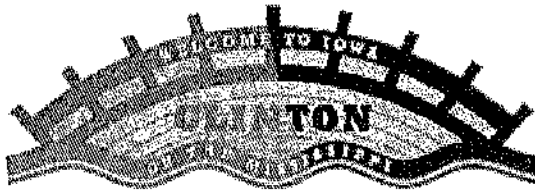
The candidate must be a resident of Iowa, be a non-user of tobacco products and compliant with the Smoke Free Air Act. The candidate must also be able to pass a criminal background check and have a valid Iowa driver's license and comply with the City's Motor Vehicle Policy. Must obtain Commercial Pesticide and Fertilizer Applicator certification within 6 months of employment. The candidate must also be able to pass a post-offer physical capability test and drug screening.

**PHYSICAL DEMANDS AND WORKING CONDITIONS:**

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job duties.

While performing the duties of this job, the employee is regularly required to use hands and fingers, handle, feel or operate objects, tools or controls and reach with hands and arms. The employee frequently is required to stand, walk, talk or hear, sit, climb or balance, stoop, kneel, crouch, crawl and smell. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to seventy-five (75) pounds. Specific vision abilities required by this job include close vision, distance.

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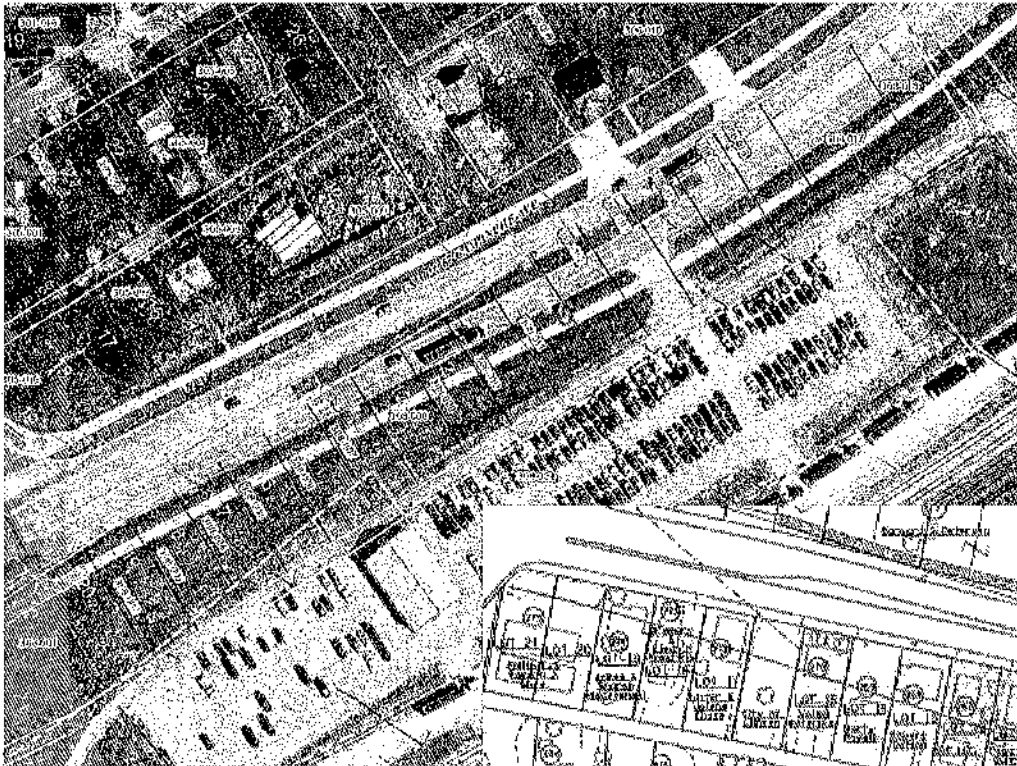
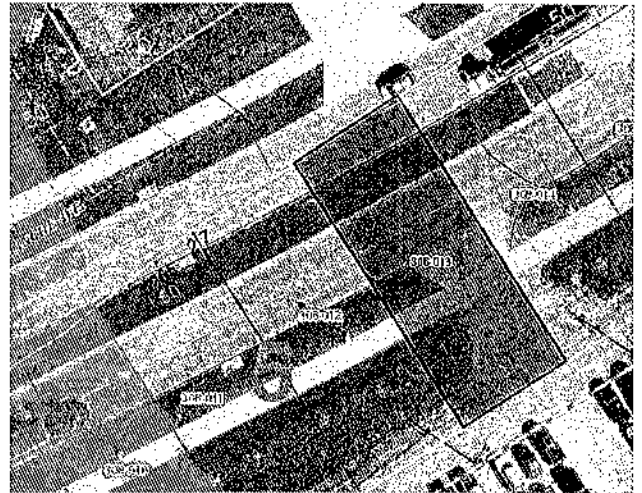
## City Administrator

Phone: 563-242-2144 Fax: 563-244-3426  
611 South Third Street  
P. O. Box 2958  
Clinton, IA 52733-2958  
www.cityofclintonia.us

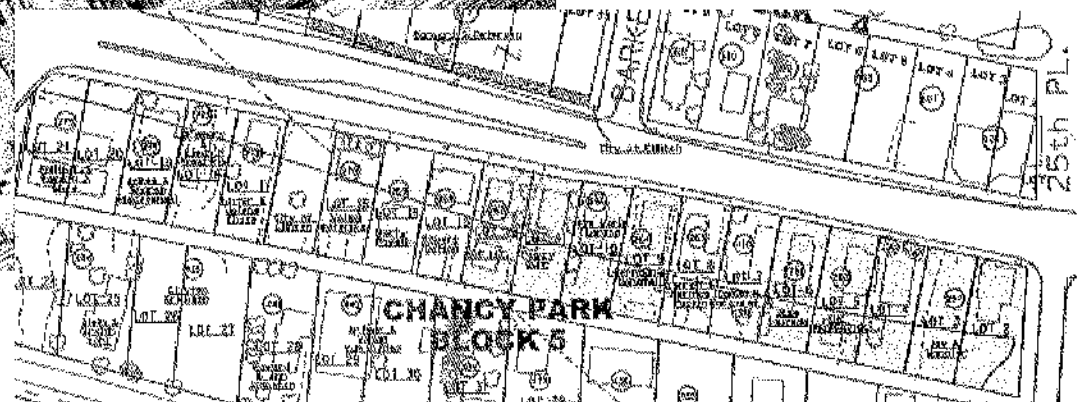
To: Mayor Vulich and the City Council  
From: Jessica Kinser, City Administrator  
Date: October 20, 2015  
RE: Second Offer to Buy from DOT

The Iowa DOT has sent along a second offer to buy along Liberty Square. While available for the price of \$400, unfortunately this property is not considered developable and is a remnant of excess right-of-way. The nearly 2,000 square foot portion is the area below the trail of the highlighted lot 8, which abuts property owned by ADM.

Although this property is not developable, I am recommending the City purchase the parcel. If this City does not act upon this offer from the DOT, the parcel will go to an auction, and the DOT has stated that they have not been left with any properties after past auctions, meaning someone will buy it. As Camanche and Liberty Avenues are important corridors to the City, the continued maintenance of the area is also important. With this property in the City's possession, the City will not have to wait for a nuisance process to be initiated before maintenance can begin and the property lien for the costs.



The State of Iowa owns similar parcels extending from South 14<sup>th</sup> Street to 25<sup>th</sup> Place, combined with parcel that were acquired by the State in the name of the City. Because this group of parcels will all essentially be undevelopable, there would not be a need for the City to pursue the process with the previous owners of lots to be able to dispose of the property.





SMARTER | SIMPLER | CUSTOMER DRIVEN

[www.iowadot.gov](http://www.iowadot.gov)

Office of Right of Way - Property Management  
800 Lincoln Way, North Annex, Ames, IA 50010

October 9, 2015

When corresponding, refer to:  
Clinton County  
Project: NHSX-30-9(123)—3H-23  
Parcel No. 283

City of Clinton  
611 South 3<sup>rd</sup>. St.  
PO Box 2958  
Clinton, IA 52732-2958

Dear Ms. Kinser:

On behalf of the State of Iowa, the Iowa Department of Transportation intends to offer for sale the below described real estate.

A parcel of land within Lot 8 in Block 5 in Chancy Park within the City of Clinton, Clinton County, Iowa, said parcel being shown on Acquisition Plat Exhibit "A" (Sheet 1 of 1) attached hereto and by reference made a part hereof, more particularly described as follows:

Commencing at the northerly most corner of said Lot 8; thence South 32°45'38" East along the northeasterly line of said Lot 8 a distance of 88.48 feet to the presently established southeasterly right-of-way line of Camanche Avenue and the Point of Beginning; thence continuing South 32°45'38" East along said northeasterly line 38.52 feet to the northwesterly right-of-way line of an alley; thence South 57°14'22" West along said northwesterly right-of-way line 50.00 feet; thence North 32°45'38" West along the southwesterly line of said Lot 8 a distance of 41.63 feet to said southeasterly right-of-way line and the beginning of a 2071.00 foot radius, non-tangent curve concave northwesterly; thence northeasterly 50.10 feet along said southeasterly right-of-way and the arc of said curve with a chord that bears North 60°47'48" East, 50.10 to the Point of Beginning, containing 1,999 square feet, more or less.

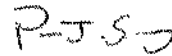
**Basis of Bearing:** The northeasterly line of Lot 8 in Block 5 in Chancy Park is assumed to bear South 32°45'38" East.



After notice is given to the person from whom it was purchased or condemned for highway purposes, and to the present owner of the adjacent land from which the parcel was originally purchased or condemned for highway purposes, (if applicable), and before it is offered for sale to the general public, it is the practice of the Iowa Department of Transportation to allow the local school district, the county, and, if located within the limits of a city, the city, the opportunity to be heard and make offers on the property for a period of thirty (30) days. Fair market value for this tract has been established at **\$400.00**. An offer which equals or exceeds in amount any other offer received and which equals or exceeds the fair market value of the property will be given preference. If no offers are received within thirty (30) days from the date of this letter which equal or exceed the fair market value of the land, the property will be disposed of by the Iowa Department of Transportation by other means.

Please contact Patti J. Simons by phone at (515)-239-1562 or email at [patricia.simons@dot.iowa.gov](mailto:patricia.simons@dot.iowa.gov) if you have any questions or concerns.

Sincerely,



Patti J. Simons  
Property Manager

pjs  
Enclosure

cc: Clinton Community School District

**IOWADOT**  
OFFICE OF RIGHT OF WAY

County Clinton  
Proj.# NHSX-30-9(123)-3H-23  
Parcel No. 263

**OFFER TO BUY**

I herewith submit an unconditional offer of **\$400.00** to the Iowa Department of Transportation (hereinafter known as Department) for the purchase of the following land:

A parcel of land within Lot 8 in Block 5 in Chancy Park within the City of Clinton, Clinton County, Iowa, said parcel being shown on Acquisition Plat Exhibit "A" (Sheet 1 of 1) attached hereto and by reference made a part hereof, more particularly described as follows:

Commencing at the northerly most corner of said Lot 8; thence South 32°45'38" East along the northeasterly line of said Lot 8 a distance of 88.48 feet to the presently established southeasterly right-of-way line of Camanche Avenue and the Point of Beginning; thence continuing South 32°45'38" East along said northeasterly line 38.52 feet to the northwesterly right-of-way line of an alley; thence South 57°14'22" West along said northwesterly right-of-way line 50.00 feet; thence North 32°45'38" West along the southwesterly line of said Lot 8 a distance of 41.63 feet to said southeasterly right-of-way line and the beginning of a 2071.00 foot radius, non-tangent curve concave northwesterly; thence northeasterly 50.10 feet along said southeasterly right-of-way and the arc of said curve with a chord that bears North 60°47'48" East, 50.10 to the Point of Beginning, containing 1,999 square feet, more or less.

Basis of Bearing: The northeasterly line of Lot 8 in Block 5 in Chancy Park is assumed to bear South 32°45'38" East.

I herewith enclose a CHECK or MONEY ORDER (the Department will NOT accept CASH) for the full amount of the offer made payable to the Iowa Department of Transportation. Should the Department not accept the bid or offer, the amount will be returned by mail.

I accept title by State Patent. I agree to accept the State Patent without an Abstract of Title, and am aware that the land is being sold in accord with the provisions of and subject to the limitations of Section 306.22 through and including 306.25 of the Code of Iowa. "Any sale of land as authorized herein shall be upon the conditions that the tract, parcel or piece of land so sold shall not be used in any manner so as to interfere with the use of the highway, or to the material damage of the adjacent owner, and shall be subject to the right of all utility associations, companies, or corporations to continue in possession of a right of way in use at the time of such sale."

I accept the following covenants and agree that they shall run with the land and be binding upon me and my heirs and assigns:

1. Direct access between the above-described parcel of land and US 30/Camanche Ave. will be prohibited.
2. Sale of the above-described parcel is subject to all easements of record.
3. These provisions run with the land and are binding upon buyers, their heirs, successors, and assigns.

The Iowa Department of Transportation reserves the right to waive any technicalities and to reject any or all bids or offers.

I certify that I have inspected this property to my complete and total satisfaction and that I am fully aware of all conditions of the property and the terms and conditions under which it is being offered for sale. I understand that the property is being sold as is with no warranties of any nature either expressed or implied. I therefore submit a bid, as shown above, for the property.

If my offer is accepted by the Department, please issue the Patent to:

**Please print your name, or names, using one of the formats listed below:**

- 1) John J. Doe
- 2) John J. Doe and Mary Ann Doe, as tenants in common
- 3) John J. Doe and Mary Ann Doe as joint tenants with full rights of survivorship and not as tenants in common
- 4) Any business name

(PLEASE PRINT OR TYPE)

\* The exact name or names the bidder wishes to appear on Patent

Address

X Signed: \_\_\_\_\_

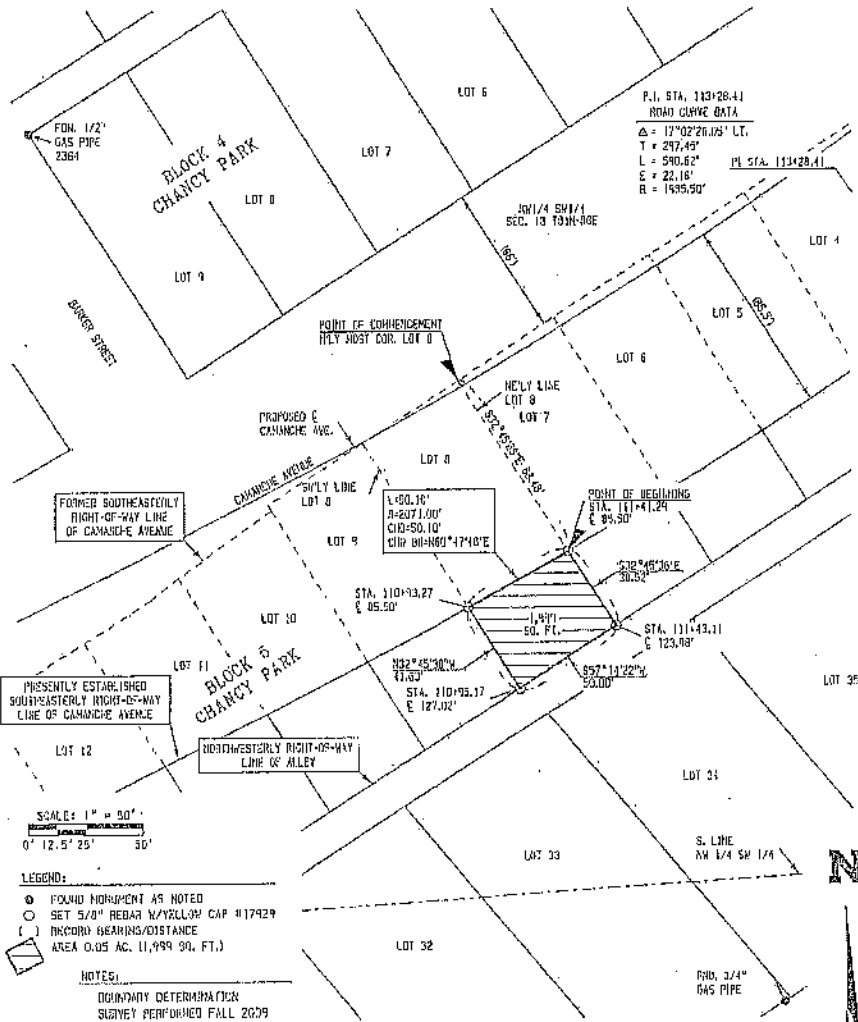
Date

Telephone Number

Iowa Department of Transportation

ACQUISITION PLAN  
EXCESS RIGHT-OF-WAY  
EXHIBIT "A" (OF 1)

COUNTY CLINTON STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. NHSX-30-9(123)-3R-23 PARCEL NO. 263  
 SECTION 13 TOWNSHIP 81N RANGE 6E  
 RDW-FEE \_\_\_\_\_ SO FT EASE \_\_\_\_\_ AC EXCESS-FEE 1.999 SO FT  
 ACCESS RIGHTS \_\_\_\_\_  
 ACQUIRED FROM VERNON T. & BERNICE M. POPKIN



SCALE: 1" = 50'  
 0' 12.5' 25' 50'

- LEGEND:
- FOUND MONUMENT AS NOTED
  - SET 5/8" RED BRASS NAIL/YELLOW CAP #17929
  - ( ) RECORD BEARINGS/DISTANCE
  - AREA 0.05 AC. 11,999 SQ. FT.)

NOTES:  
 BOUNDARY DETERMINATION SURVEY PERFORMED FALL 2009

PROPERTY ACQUIRED BY MAHANTY DEED 8/12/10 FOR PROJECT NHSX-30-9(123)-3R-23 2925 CHANEY AVENUE, CLINTON, IA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed professional land surveyor under the laws of the State of Iowa.  
 Murray R. Hutton 7/24/15  
 ILLINOIS, ILLINOIS DATE  
 My license is subject to renewal on December 31, 2015. This certification expires only to the date upon which it expires.



## ***City Administrator***

Phone: 563-242-2144 Fax: 563-244-3426  
611 South Third Street  
P. O. Box 2958  
Clinton, IA 52733-2958  
[www.cityofclintoniowa.us](http://www.cityofclintoniowa.us)

To: Mayor Vulich and the City Council  
From: Jessica Kinser, City Administrator  
Date: October 23, 2015  
RE: Animal Licensing for 2016

The licensing of animals for 2016 is about to begin, and we are looking for ways to streamline the process. As you will recall, ordinance changes were made in 2015 to increase the licensing fee to a flat \$10 per animal, whether altered or unaltered. This increase was done at the cost of eliminating the penalty for missing the late February registration date.

Animal licenses are currently handled by the Finance Office, which has seen a tremendous uptick in foot traffic due to sewer bill collections. Therefore, in order to ease the foot traffic and administrative work for the Finance Office, we are proposing that two organizations, the Clinton Humane Society and Midwest Pets for Life, that work with pets be offered the attached agreements to be able to sell animal licenses as well. The proposal is that for each license sold, the organization would retain \$5 of the \$10 fee. Both organizations were excited about the idea and are on board.

There are many positives to this proposal. It allows each organization to use this as a fundraiser and further promote animal licensing on behalf of the City. It also will hopefully reduce the number of people coming into City Hall to license a pet, while providing additional hours outside of City Hall hours for people to complete the registration. If a customer comes to City Hall to register a pet or does so online through the City's website, the City will retain the \$10 fee.

2016 will be a year to assess how the website addresses animal licensing as well as how these two organizations would impact the number of animal licenses sold as well. I am recommending that you move these agreements with the Clinton Humane Society and Midwest Pets for Life forward to the November 10<sup>th</sup> Council meeting for approval. If approved on that date, implementation would begin immediately.

**MEMORANDUM OF AGREEMENT BETWEEN THE CLINTON HUMANE SOCIETY  
AND THE CITY OF CLINTON FOR THE LICENSING OF PETS**

Agreement is hereby made between the City of Clinton, Iowa ("the City") and the Clinton Humane Society ("CHS") beginning December 1, 2015 and continuing through December 31, 2016.

RECITALS

WHEREAS, the City of Clinton has an animal licensing program requiring all dogs, cats and ferrets to be licensed annually; and

WHEREAS, the fee for said license is \$10 and runs for the calendar year beginning January 1; and

WHEREAS, a majority of pet licensing occurs at City Hall; and

WHEREAS, the City of Clinton desires assistance with licensing of lawful pets as well as the expansion of licensing options available to citizens; and

WHEREAS, the Clinton Humane Society is a 501(c)3 organization that works with animals and is able to assist in the licensing effort.

NOW THEREFORE, the PARTIES AGREE:

TERMS

1. AUTHORIZATION TO ISSUE ANIMAL LICENSES

CHS is permitted, as duly authorized agent of the City, to issue animal licenses to pets authorized by City Code to Clinton residents. The City shall provide CHS the tags. CHS will receive license applications and shall issue a license tag to all applicants whose applications comply with the City Code, upon receipt of the ten dollar (\$10.00) licensing fee.

2. FEE FOR LICENSING

CHS will retain fifty (50) percent, or five dollars (\$5.00), from each lawful license sold. Each license shall include a current rabies tag number. CHS shall remit all paperwork and the remaining five dollars (\$5.00) collected from the sale of each license to the City of Clinton Finance Department by the fifth (5th) day of the month following the sale. CHS shall cooperate to ensure the City has access to all licensing paperwork for purposes of review and enforcement of the City Code.

3. INSURANCE

CHS will carry liability insurance with coverage of at least \$1,000,000 per occurrence.

#### 4. RENEWAL / TERMINATION

Following expiration of the initial term, this agreement will automatically renew for subsequent one-year terms, provided that either party may terminate the agreement by providing ninety (90) days written notice at any time.

#### 5. NOTICES

Any notice, demand or communication required by this agreement shall be provided to the following:

If to the City:           City of Clinton  
                                  City Administrator  
                                  City Hall  
                                  611 South 3<sup>rd</sup> Street  
                                  PO Box 2958  
                                  Clinton, Iowa 52732

If to CHS:                 [Insert Info]

#### 6. HOLD HARMLESS

The parties mutually agree to hold the other harmless against any and all damages, known or unknown, during the duration of the agreement, including, but not limited to: property damage, personal injury, economic loss, acts of God, traffic accidents, pedestrian accidents, and all other losses suffered by the other arising out of this agreement.

#### 7. ENTIRE AGREEMENT

This writing is the entire agreement of the parties. Neither party may assert terms different from or in addition to those contained in this Agreement, except to the extent those terms are provided as amendments, in writing, to this Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

For the City of Clinton

\_\_\_\_\_  
Mark S. Vulich, Mayor

For the Clinton Humane Society

\_\_\_\_\_  
\_\_\_\_\_  
Name, Title

ATTEST:

\_\_\_\_\_  
Pat Van Loo, City Clerk

## MEMORANDUM OF AGREEMENT BETWEEN MIDWEST PETS FOR LIFE AND THE CITY OF CLINTON FOR THE LICENSING OF PETS

Agreement is hereby made between the City of Clinton, Iowa ("the City") and the Midwest Pets for Life ("MPL") beginning December 1, 2015 and continuing through December 31, 2016.

### RECITALS

WHEREAS, the City of Clinton has an animal licensing program requiring all dogs, cats and ferrets to be licensed annually; and

WHEREAS, the fee for said license is \$10 and runs for the calendar year beginning January 1; and

WHEREAS, a majority of pet licensing occurs at City Hall; and

WHEREAS, the City of Clinton desires assistance with licensing of lawful pets as well as the expansion of licensing options available to citizens; and

WHEREAS, the Midwest Pets for Life is a 501(c)3 organization that works with animals and is able to assist in the licensing effort.

NOW THEREFORE, the PARTIES AGREE:

### TERMS

#### 1. AUTHORIZATION TO ISSUE ANIMAL LICENSES

MPL is permitted, as duly authorized agent of the City, to issue animal licenses to pets authorized by City Code to Clinton residents. The City shall provide MPL the tags. MPL will receive license applications and shall issue a license tag to all applicants whose applications comply with the City Code, upon receipt of the ten dollar (\$10.00) licensing fee.

#### 2. FEE FOR LICENSING

MPL will retain fifty (50) percent, or five dollars (\$5.00), from each lawful license sold. Each license shall include a current rabies tag number. MPL shall remit all paperwork and the remaining five dollars (\$5.00) collected from the sale of each license to the City of Clinton Finance Department by the fifth (5th) day of the month following the sale. MPL shall cooperate to ensure the City has access to all licensing paperwork for purposes of review and enforcement of the City Code.

#### 3. INSURANCE

MPL will carry liability insurance with coverage of at least \$1,000,000 per occurrence.



#### 4. RENEWAL / TERMINATION

Following expiration of the initial term, this agreement will automatically renew for subsequent one-year terms, provided that either party may terminate the agreement by providing ninety (90) days written notice at any time.

#### 5. NOTICES

Any notice, demand or communication required by this agreement shall be provided to the following:

If to the City:                   City of Clinton  
  City Administrator  
  City Hall  
  611 South 3<sup>rd</sup> Street  
  PO Box 2958  
  Clinton, Iowa 52732

If to MPL:                         [Insert Info]

#### 6. HOLD HARMLESS

The parties mutually agree to hold the other harmless against any and all damages, known or unknown, during the duration of the agreement, including, but not limited to: property damage, personal injury, economic loss, acts of God, traffic accidents, pedestrian accidents, and all other losses suffered by the other arising out of this agreement.

#### 7. ENTIRE AGREEMENT

This writing is the entire agreement of the parties. Neither party may assert terms different from or in addition to those contained in this Agreement, except to the extent those terms are provided as amendments, in writing, to this Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

For the City of Clinton

For the Midwest Pets for Life

---

Mark S. Vulich, Mayor

---

Name, Title

ATTEST:

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Pat Van Loo, City Clerk

## AGREEMENT FOR SNOW REMOVAL SERVICES

This agreement entered into on this \_\_\_\_\_ day of November 2015, by and between the City of Clinton, Iowa hereinafter referred to as the "City" and the Downtown Clinton Alliance, herein referred to as "DCA".

WHEREAS, the DCA wishes to contract with the City for snow removal for the 2015/2016 season for the total sum of \$15,000, and the City agree to provide snow removal services for said sum and as per the conditions as set forth as follows:

Scope of Snow Plowing: The City will plow the Downtown District when and at such times as the City plows the City-owned sidewalks. It is the responsibility of the property owner to clear snowfall if said snowfall is less than that which the City would clear City-owned sidewalks. The City will move snow from the edge of the building into the curb. The City will not clear doorways, driveways, private walkways or paths to the street. Final grooming around lampposts, benches, steps, doorways, paths to street, remain the responsibility of the property owner, business or occupant. The City is contracted for sidewalk snow removal only and is not contracted for or responsible for removal of ice on walks or the application of salt or snow melt products which remain the responsibility of the property owner, business or occupant.

Remember, icy or slippery conditions may exist even after work is completed. The City is not responsible however, for any death, injury, loss or damage of or to persons or property by reason of non-performance of our obligations in our agreement. DCA also agrees to waive any right of subrogation against City by reason of same.

Limitation of Liability: The City will exercise reasonable care to avoid damage to pavement, curbs, trees and shrubs. However, the City is not responsible for any of the following:

- A) Damage to landscaping caused by the piling of snow.
- B) Damage to items that are snow-covered or not visible.
- C) Damage caused by equipment to tree, shrub and sidewalk areas.
- D) Personal injuries resulting from slip and fall accidents; and/or
- E) Acts of God, including but not limited to extraordinary weather conditions.

"Event" Defined: Any 24 hour period immediately following completion of plowing, or first plow if new customer.

Indemnification: The DCA shall indemnify, defend and hold harmless the City, its elected officials, officers, directors, partners, agents, contractors and employees harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses without limitation, or from any action, cause or suit brought against the City by reason of or as a result of a claim or claims brought by the owners or any third party, arising out of any wrongdoing, negligence and/or breach of contract by the DCA alleged or otherwise, or any Act of God, including but not limited to extraordinary weather conditions, that is related, in any manner whatsoever, to the premises or the owner's involvement with the premises or the services, including but not limited to personal injuries resulting from slip and fall accidents. The indemnification provisions of this Section shall survive the expiration or earlier termination of this agreement to and until the last date permitted by law for the bringing of any claim or action with respect to which indemnification may be claimed hereunder.

Life of Agreement: This agreement is valid from the date it is signed until the end of the snow season 2015/2016.

Payment: The City is authorized to complete a transfer of funds from the Downtown Clinton Alliance's fund with the City to the General Fund or another fund as necessary for the amount approved in this contract. This transfer can take place between December 1, 2015, and June 30, 2016. This agreement price has been negotiated and agreed upon based on the areas to be covered as they exist on the agreement date. In the event the DCA adds additional areas, driveways, and/or paths that are suitable for snow plowing, shoveling and/or de-icing services, the City shall not be responsible for the care or maintenance of such additional improvements without a written change order.

Hazards: DCA is aware that plowing may not clear their property to bare pavement and that slippery conditions may prevail even after plowing. City assumes no responsibility for slip and fall accidents or vehicular accidents as a result of this naturally occurring condition.

Provision for Default and Cancellation: Either party may terminate this agreement at any time with a 10 day advance written notice. Cancellation date will be the day such notice is received. In the event of cancellation, the customer will be responsible for all costs of services rendered up to the cancellation date. A final invoice will be sent to the customer within 30 days after notification for balance due. There will be no refunds issued for unused time or services set forth by this agreement.

City of Clinton, Iowa

Downtown Clinton Alliance

\_\_\_\_\_  
Mark S. Vulich, Mayor

\_\_\_\_\_  
Steve Thacker, Chairman

ATTEST:

\_\_\_\_\_  
Pat Van Loo, City Clerk



**City Clerk**

611 South Third Street  
P. O. Box 2958  
Clinton, IA 52733-2958  
[www.cityofclintoniowa.us](http://www.cityofclintoniowa.us)  
Phone: 563-244-3421 Fax: 563-244-0057

To: Mayor Vulich and the City Council

From: Pat Van Loo, City Clerk

Date: October 21, 2015

RE: New Liquor License

Attached for your consideration is a Liquor License Application from Hooks 05, LLC dba Drink Slingers. The establishment is located at 92 Main Avenue. The applicant has met the criteria required by the Clinton Police Department, Fire Department and Building and Neighborhood Services Department and is currently pending Dram Insurance.

If it is the Council's desire to move this application forward to the November 10, 2015 City Council agenda it will be contingent upon the Dram Insurance being in place. I wanted to bring this forward at this Committee of the Whole meeting so the resolution for Drink Slingers is not delayed should their Dram Insurance be in effect between now and the next City Council meeting.

**Applicant License Application ( )**

<b>Name of Applicant:</b>	<u>Hooks 05 LLC</u>		
<b>Name of Business (DBA):</b>	<u>Drink Slingers</u>		
<b>Address of Premises:</b>	<u>92 Main Ave</u>		
<b>City</b>	<u>Clinton</u>	<b>County:</b>	<u>Clinton</u> <b>Zip:</b> <u>52732</u>
<b>Business</b>	<u>(563) 249-2116</u>		
<b>Mailing</b>	<u>318 North 4th Street</u>		
<b>City</b>	<u>Clinton</u>	<b>State</b>	<u>IA</u> <b>Zip:</b> <u>52732</u>

**Contact Person**

<b>Name</b>	<u>James Hook</u>		
<b>Phone:</b>	<u>(563) 249-2116</u>	<b>Email</b>	<u>jamespub1@msn.com</u>

**Classification** Class C Liquor License (LC) (Commercial)

**Term:** 12 months

**Effective Date:** 09/24/2015

**Expiration Date:** 01/01/1900

**Privileges:**

- Class C Liquor License (LC) (Commercial)
- Sunday Sales

**Status of Business**

<b>BusinessType:</b>	<u>Limited Liability Company</u>		
<b>Corporate ID Number:</b>	<u>509449</u>	<b>Federal Employer ID</b>	<u>0000000000000000</u>

**Ownership**

**James Hook**

**First Name:** James **Last Name:** Hook  
**City:** Clinton **State:** Iowa **Zip:** 52732  
**Position:** Owner  
**% of Ownership:** 100.00% **U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b>	<u>Founders Insurance Company</u>		
<b>Policy Effective Date:</b>		<b>Policy Expiration</b>	
<b>Bond Effective</b>		<b>Dram Cancel Date:</b>	
<b>Outdoor Service Effective</b>		<b>Outdoor Service Expiration</b>	
<b>Temp Transfer Effective</b>		<b>Temp Transfer Expiration Date:</b>	

BACK GROUND & INSPECTION REVIEW SHEET

NEW BEER/LIQUOR/WINE LICENSE APPLICANTS

The applicant must obtain the following signatures along with recommendation for approval/disapproval of the permit.

TYPE/CLASS OF PERMIT C

Name of Business: DRINK SLINGERS

Address of Business: 92 MAIN AVE

Ownership: Individual  Partnership  Corporation

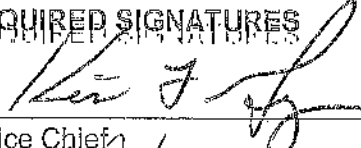
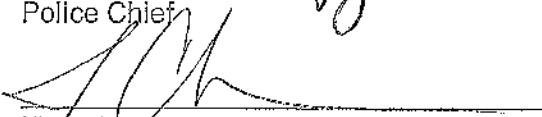
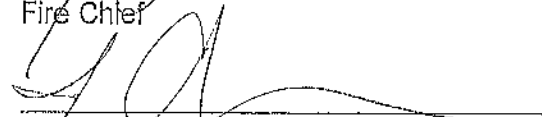
Corporate applicants must list all shareholders having 10% or more interest in the corporation and all officers and directors of the corporation regardless of ownership interest. Sole Proprietors shall also include their spouse even if the spouse owns 0% interest. Non-profit corporations or associations need to list officers. Partnerships and Committees not registered with the Secretary of State office will need a trade name filing from their county recorder's office.

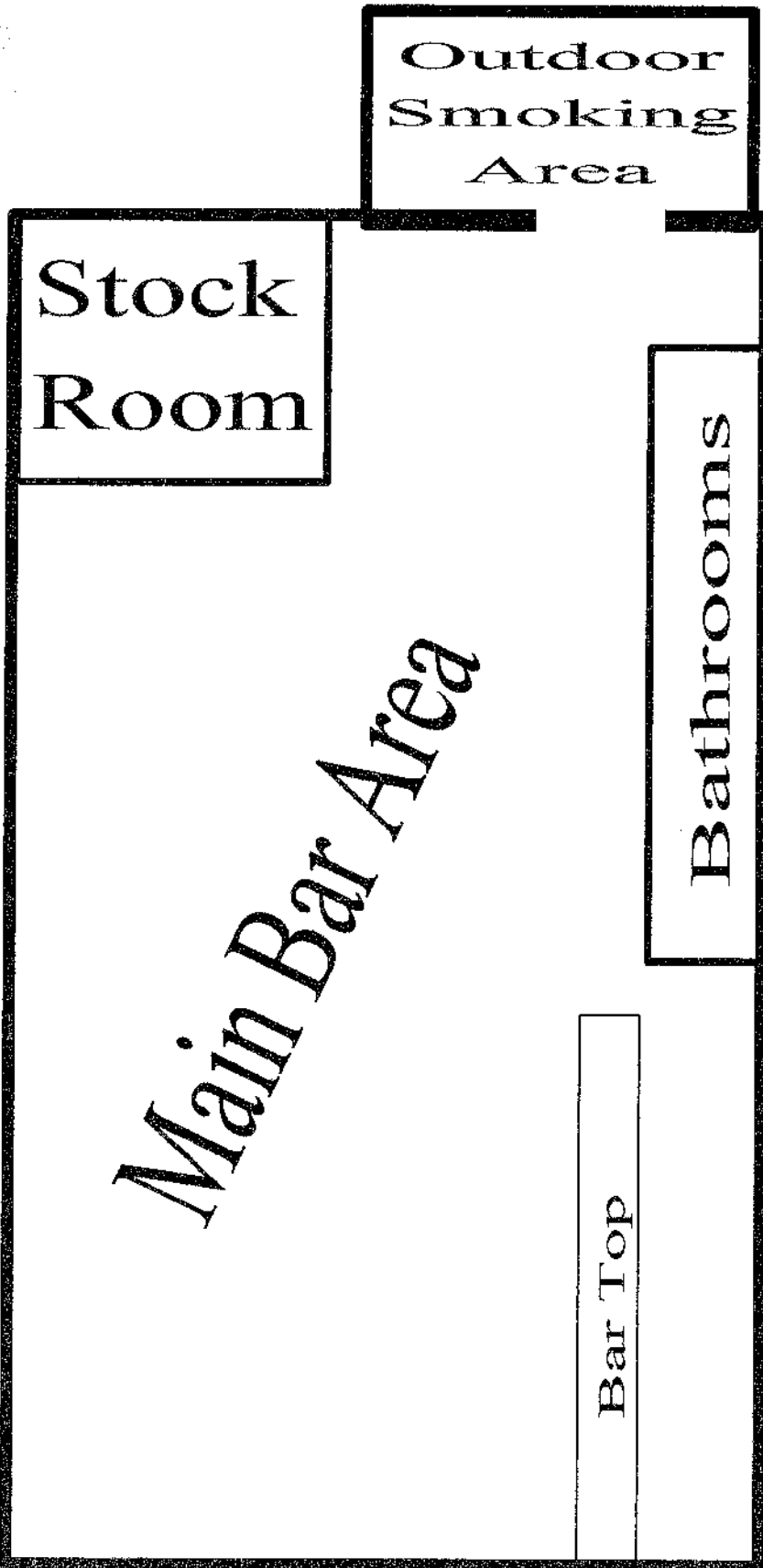
NAME	Title	Home Address	Place of Birth Mo/Day/Year	Social Security Number
James Hook	OWNER	719 STAGHUS ST	MORRISON IL [REDACTED]	[REDACTED]

PLEASE NOTE: Completed State of Iowa Non-law Enforcement Record Check Request must be presented for each name submitted for signature to Police Chief, Fire Chief and Planning/CD Director.

Also: Applicant must contact the Clinton County Sanitarian, 1201 11<sup>th</sup> Street, DeWitt, IA (319-659-8148) for the Food Service Establishment License which must be obtained before place of business is opened.

REQUIRED SIGNATURES

	Reviewed <input checked="" type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/>	<u>10-13-15</u>
Police Chief		Date
	Reviewed <input checked="" type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/>	<u>10/9/15</u>
Fire Chief		Date
	Reviewed <input checked="" type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/>	<u>10/9/15</u>
Building & Neighborhood Services Dept.		Date



Drink  
Slingers  
92 Main Ave