

RESOLUTION NO. 1591

RESOLUTION APPROVING THREE AGREEMENTS FOR THE MUSIC ON THE GREEN CONCERT SERIES.

WHEREAS, one of the City's premier events of the year is the Music on the Green Concert Series; and

WHEREAS, the fiscal year 2016-2017 and fiscal year 2017-2018 budgets for community and development include funding for entertainment; and

WHEREAS, two companies have submitted proposed service agreements in the amount of \$859 to provide these services; and

WHEREAS, it is now necessary to approve said agreements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned agreements are hereby approved. Further, the Mayor is directed to execute the agreements on behalf of the City.

Passed and approved this 20th day of March, 2017.

  
Roger Laughlin, Mayor

ATTEST:

  
Matt Muckler, City Administrator/Clerk

--- danact3.com ---Daniel Haughey (hoy)--- Productions & Workshops ---

2205 Barnard Court  
Moline, Illinois 61265

Actor, Storyteller, Teaching-Artist  
B. A. / M. F. A.

309-236-2772 mobile  
309-797-1099 home office

[danfhaughey@gmail.com](mailto:danfhaughey@gmail.com)

**QUOTE FOR SERVICES: PERFORMANCE OF**

**CIVIL WAR MELODIES (CWM), presented by Dan Haughey, Solo Performer**

February 03, 2017

TO: Ms. Melissa Russell, Coordinator/Representative  
City of West Branch, C/O Ms. Russell  
P. O. Box 218, 110 N. Poplar Street  
West Branch, IA 52358 319-930-0393 mobile 319-643-5888 office [melissa@westbranchiowa.org](mailto:melissa@westbranchiowa.org)  
<http://www.westbranchiowa.org/>

RE: Performance July 06, 2017 Outdoors at National Park, in West Branch (110 Parkside Dr.)  
ENCLOSURES: Capabilities Page, White CWM Program Handbill. // SASE, Self-Addressed Stamped Envelope.

Dear Melissa,

It was so nice to speak with you by phone yesterday! Please present this QUOTE and the attached SAMPLE Handbill and Capabilities Page to your Board and/or Planning Committee. If you (or your Fiscal Agent) sign this QUOTE, it serves as a contract. CIVIL WAR MELODIES will be a lively evening of Civil War tunes, with narrative, solo guitar and vocals.

I think—as we discussed on the phone—the CIVIL WAR MELODIES—for the **General Public** > / for all age groups is a sing-a-long show, with a narrative and narrator (me) set in the dramatic context of Civil War's end at Appomattox, and would be the ideal fit for your summer outdoor audience (of estimated 50-200). CWM for KIDS< is more interactive and overlaps with a Civil War mystery story, set in the middle of the War, but just right for young audiences. Below is the Overall Performance Fee and conditions we discussed. If you wish to confirm and book according to this Quote Sheet, simply sign and return one copy of the sheet POSTMARKED within 90 days of today, (by May 03 ) utilizing the enclosed SASE. (Or you can write DECLINE at signature line on bottom right and return as the other option.)

**TERMS.**

PLEASE CHECK  <sup>CHOICE</sup> YOUR CHOSE BELOW

Overall QUOTE: Performance fee for one 50-60 minute of show of CWM = A. \$174.00  
OR  
B. \$159.00\* if Quote Sheet is signed and returned/  
Postmarked by April 22, 2017\*.

We choose CWM General Public format \_\_\_\_\_ // OR CWM for KIDS format \_\_\_\_\_.

EVENT DATE: **JULY 06, 2017, Friday.** EVENT TIME: 7:00 p.m. CDST.

PRESENTER'S ARRIVAL TIME: 5:00p.m. CDST (to allow plenty of set-up time for orientation, equipment, and prep.)

PLEASE NOTE the following:

- I would need a performance area of at least 12 feet deep X 16 feet wide, with a nearby men's restroom and private "dressing room/space" no more than 100 feet from performance area. (Spare room is OK.)
- Mr. Haughey will be provided option to do a *partial "off-stage load-in" and prep* (10' x 8' space needed) near performance space, at **least one hour** prior to performance start time. He will have full access to performance space at least 20-30 minutes prior to performance start time for equipment, props set-up and sound test.
- Please make check payable to **Daniel F. Haughey** (taxes will not be withheld/contract labor/ but your City Finance Office may wish to issue and have me complete an IRS "W-9" form?)

Please feel free to contact me any time if you have questions or need more information. It is best to call me at my cell phone Monday-Friday, after 3:00 p.m., or call at any reasonable hour on the weekend, OR just leave me a voice mail or e-mail and I will get back with you ASAP! If the fee QUOTE does not fit your budget, please give me a call.

Hope to hear from you soon!—Dan Haughey (hoy), for Credentials or More information go to [www.danact3.com](http://www.danact3.com)

AGREED:

ACCEPTED BY (for City of West Branch, IA) & DATE.

Dan Haughey 02-03-2017

Roger Taylor 3-20-17

## City of West Branch PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of March 14, 2017, between The City of West Branch ("City") and Cedar County Cobras (the "Performer") for the hiring of the Performer as independent contractors to perform (the "Show") for the City at Village Green (the "Venue"), located at the address Main Street.

It is agreed as follows:

1. **Place, date, and time of Show.** The parties agree that the time and place of Show will be Venue, located at the address Village Green Park, on the 27<sup>th</sup> day of July, 2017, from 7pm to 8 pm.

2. **Description of Show.** Musical performance by the Cedar County Cobras for the City of West Branch Concert Series  
Show will last of a minimum of 60 minutes.

3. **Payment.** Compensation for the Show will be \$350 dollars, payable by check being the "Fee." The whole of the Fee is due immediately following the Performer's Show, but may be made earlier. pay to "April Dirks"

4. **Cancellation.** Cancellation may be made by City before two days prior to the time of Show. The City is unable and therefore will not pay funds if the Show is not performed for any reason.

5. **Force Majeure.** In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of the Performer, the 50% deposit of Fee is non-refundable, but no other portion of Fee is due, and the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.

6. **Food and Drink.** The Performer is responsible for providing all food and drink required to complete the performance.

7. **Parking.** the City will secure sufficient parking for the Performer's personnel and equipment transportation within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 1 hour after the show.

8. **Sound Systems Check.** A sound check conducted by the Performer of Venue's sound system is required, at a time to be mutually arranged between the Performer and the City.

9. **Insurance, Security, Health, and Safety.** The Performer is required to have Proof of Insurance provided to the City at the time that this contract is signed. Insurance documents must show coverage for any and all damage to equipment as well as any personal injury that may be incurred as a result of the scheduled Show. The City warrants that the Venue will be of sufficient size to safely conduct Show, that the Venue is of stable construction and sufficiently.

protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary.

10. **Indemnification.** The City indemnifies and holds the Performer harmless for any claims of property damage or bodily injury caused by Show attendees. The Performer indemnifies and holds the City harmless for any claims of property or bodily injury caused by performance in the Show.

11. **Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

12. **Interpretation.** Agreement will be interpreted according to the laws of Iowa.

13. **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to the Performer or City, as judged by the City. All riders must be in writing and signed by the party against whom enforcement is sought.

The below-signed the Performer Representative warrants s/he has authority to sign this agreement for the Performer in its entirety. The below signed the City's Representative warrants s/he has authority to bind the City and Venue (above).

Signature of the Performer Representative: \_\_\_\_\_

Performer's Representative printed name and title: April Dirks, musician

Performer's printed name: April Dirks (musician in Cedar County Circuit)

Performer's Address: 5 Welleley Way Iowa City IA 52245

Performer's Phone #: 319-430-2263

City's Representative Signature: Roger Laughlin 3-20-17

City's Representative printed name and title: ROGER LAUGHLIN - MAYOR

\* Please make check  
payable to April Dirks  
Thank you!

Please note: The attached W-9 must be completed and returned before Performer can be paid.

## Sheltered Reality Performance Contract

This agreement is made on the 9<sup>th</sup> day of January, 2017, by and between Sheltered Reality and \_\_\_\_\_.

Performance Date: July 13, 2017 Time: 7:00 pm to 8:00 pm

Performance Location (address, if available): \_\_\_\_\_  
\_\_\_\_\_

Contact Person: Melissa Russell

Work or Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Set up time (preferably 1 hour before performance time): \_\_\_\_\_

Equipment Unloading Instructions: \_\_\_\_\_  
\_\_\_\_\_

Compensation for this engagement: \$350.00  
(a \$25 late fee will be assessed if payment is received after the performance date)

Agreed and accepted by \_\_\_\_\_ Date \_\_\_\_\_  
(person requesting SR performance)

Agreed and accepted by \_\_\_\_\_ Date \_\_\_\_\_  
(SR Director or Officer)

\_\_\_\_\_  
(if the event is canceled, please contact Jordan ASAP at 319-930-0896)

Please return to:

Brenda Pelzer  
Sheltered Reality  
1027 Atalissa Rd  
Atalissa, IA 52720  
fax: 319-627-2187

